

NOTICE OF INVITING DOCUMENT

FOR

**PROVIDING CANTEEN & CATERING SERVICES, HIRING /
RENTING OF MOTOR VEHICLES, HOUSEKEEPING &
GARDENING SERVICES, ELECTRICAL & OTHER
MAINTENANCE, PEST CONTROL, LAUNDRY AND
SECURITY SERVICES**

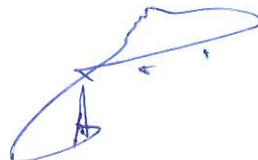
AT

VARIOUS MINING PROJECT SITE IN INDIA



JMS MINING PRIVATE LIMITED

**Dongfang Building, 3rd Floor, Premises 16, MAR - 1111,
Action Area 1A, New Town, Rajarhat, Kolkata - 700156, West
Bengal, India**



Handwritten initials

JMS Mining Private Limited

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Ref. No. – JMS/HR/TENDER/24-25/001

Date: 16.09.2024

TENDER NOTICE NO: 2024/SS-001

Tender Notice for providing canteen & catering services, hiring/renting of motor vehicles, housekeeping & gardening services, electrical & other maintenance, pest control, laundry and security services

1. DISCLAIMER

This tender is not an offer by JMS Mining Pvt Ltd, but an invitation to receive offer from bidders/firm/agency etc. No contractual obligation whatsoever shall arise from this tender process unless and until a formal contract is signed and executed by the duly authorized management of JMS Mining Pvt Ltd with the selected bidder/firm/agency.

2. TENDER NOTICE

2.1 Sealed Tenders are invited under single part system through off-line mode from the reputed and experienced contractors/vendors/suppliers for the following services:

Particulars of Job	Time of Completion	Place of Operations
Description of work: -	On regular basis	Pan India
1. Supply of food & Catering services		
2. Hiring/Renting of Motor Vehicles		
3. Housekeeping& gardening services		
4. Electrical & other maintenance		
5. Pest Control Services		
6. Laundry Services		
7. Security Services		

Note: The Bid documents will be available on the Company's website. i.e. www.jmsmining.com for downloading at free of cost.

2.2 Time Schedule of Tender:

S. No.	Particulars	Starts Date & Time	Ends Date & Time
1	Publish date of tender on the website of the Company	20.09.2024 (Wednesday)	30-09-2024 (Monday)



2	Downloading of Tender Document	20.09.2024 (11:00 AM) (Wednesday)	30-09-2024 (05:00 PM) (Monday)
3	Seeking clarification	01.10.2024 (11:00 AM) (Tuesday)	01.10.2024 (02:00 PM) (Tuesday)
4	Pre-bid Meeting	01.10.2024 (11:00 AM) (Tuesday)	01.10.2024 (02:00 PM) (Tuesday)
5	Bid Submission (Both Technical & Price)	20.09.2024 (11:00 AM) (Wednesday)	07.10.2024 (06:00 PM) (Monday)
6	Date of opening of Bid	14.10.2024 (Monday)	14.10.2024 (Monday)
7	Signing of Agreement	22.10.2024 (Tuesday)	22.10.2024 (Tuesday)

2.3 Earnest Money/Bid Security Deposit: - Earnest Money Deposit (EMD)/ Bid Security (B.S.) of Rs. 5,00,000/- (Rupees Five Lakhs only) is to be deposited by the tenderer along with the tender documents in the form of Demand Draft from a bank payable at Kolkata in favor of "JMS Mining Private Limited".

2.3.1 The E.M.D. / B.S. shall be forfeited in the event of withdrawal of the tender document within the original validity period, once submitted or the successful bidder fails to execute necessary agreement within the period specified or for submitting false, incorrect, mistakes, miscalculations and/or misleading information in the bid.

2.3.2 The E.M.D. / B.S. security of the unsuccessful bidder shall be refundable after the signing of the Agreement with the successful bidder. While the E.M.D./B.S. security of the successful bidder shall be refunded along with the payment of the first successful service bill. No interest shall be paid on the E.M.D./B.S. security.

2.3.3 The tender documents without E.M.D/B.S. will not be accepted. E.M.D/B.S. if not submitted with the tender documents cannot be submitted after stipulated date of bid opening.

2.4 For Special Attention: - All bidders are to note that tenders containing any deviation from the terms and conditions, specifications and other requirements are liable to be rejected. The bidder who does not meet the appropriate standard of capability and financial resources may not be considered. The inviting authority reserves all rights to reject any or all the tenders without assigning any reason and split up the supply if necessary and to accept the tender in whole or part. Invitation of the tender shall under no circumstances create any right, legal or otherwise in favor of the bidder in case the tender is closed, withdrawn or cancelled before signing of Agreement or shall the inviting authority be liable to explain the reason of such closure, withdrawal or cancelation of the tender.

2.5 Seeking Clarification by Bidder: - The bidder may seek clarification within the specified period mentioned under clause no. 2.2. The identity of the Bidder will not be disclosed by the tenderer. The department will clarify as far as possible the relevant queries of bidders.

2.6 Pre-Bid Meeting: - The pre-bid meeting shall be conducted either in the head office of the Tender Inviting Authority or virtually, according to the date and time specified in clause no. 2.2. Non-attendance of pre-bid meeting will not be a cause for disqualification of the bidder, and it



shall be presumed that the bidder does not require any clarification. The purpose of the pre-bid meeting will be to clarify issues.

2.7 Language of Tender: - All documents relating to the tender shall be submitted in the prescribed form in English language. In case any certificate / printed literature furnished by the Bidder, is written in another language, it must be accompanied by a translation of all its pertinent passages in the English language, duly certified to be the true representation of the original content, for the purposes of interpretation of the bid, such translation shall govern.

2.8 Currencies of Bid: - The specific rates shall be quoted by the Bidder in INR only.

3. SCOPE OF WORK: - Contractors/vendors/suppliers should be responsible to:

3.1 Supply of Food And Catering Services: The scope of work involves supplying food and providing catering services to the employees of the company and other visitors/guest at the company accommodation. The service is required for approximately 60 persons daily.

3.1.1 Details of food menu:

The food menu is structured as follows:

Schedule	Food Menu
Breakfast and Evening Snacks	Tea, Coffee, and Milk, along with food items such as Puri or Paratha with Sabji, or Idli or Dosa with chutney and sambar. Or similar items.
Lunch and Dinner	Steamed Rice (Basmati), Roti (wheat/flour), Mixed Common Vegetables, Two Seasonal Vegetable curries/sabji, One Special Non-Vegetarian curry (Egg/Chicken/Mutton/Fish), Green Salad, Papad, Pickles, Dessert (Fruit Custard/Gulab Jamun/Jalebi/Rasgulla/Ice Cream), and Curd/Seasonal Fruit. Or similar items.
Underground Tiffin	Roti-Sabji, Paratha-Sabji, Bread-Butter-Jam, Seasonal Fruit, Biscuits, and Gram-Molasses (Gud-chana). The packaging should be such that the food remains fresh even under underground conditions. Or similar items.

Note: Tea, Coffee, Lemon Water, and Eggs should be provided round the clock.

Special Menu:

A special menu and mineral water should be catered for our visitors/guests. Additionally, a special menu is required during festive seasons for our employees. These instances can be estimated at approximately 30 days per year.

3.1.2 Meal Schedule Time:

The meal schedule time is as follows:

- a) **Breakfast:** 4:00 AM to 11:00 AM
- b) **Lunch:** 12:00 PM to 4:00 PM
- c) **Evening Snacks:** 5:00 PM to 7:00 PM
- d) **Dinner:** 8:00 PM to 11:00 PM
- e) **Underground tiffin @** – 5:30 AM, 9:00 AM, 2:00 PM, 3:00 PM, 10:00 PM



Please note that the above timings and the number of shifts are tentative and may be adjusted based on operational requirements at the site.

- 3.1.3 The hygiene of the cafeteria and quality of the catered food is prime and important concern. No compromise on quality of food will be entertained. The cooked food must be light and non-spicy (except few special items) in order to make it healthy for daily consumption. Groceries used in food preparation must be purchased from reputed and FSSAI licensed manufacturers.

3.2 Hiring/Renting of Motor Vehicles:

- 3.2.1 Three vehicles are required along with driver & fuel which should be air-conditioned and shall be in combination of 2 nos. of SUV (7 seater) such as Marazzo / Scorpio / Bolero Neo / Xylo / Innova and 1 nos. of shift vehicle (14 seater) such as Winger/Traveller. The driver should have a minimum of 3 years of driving experience. The cars should be made available 24x7 for 365 days. No down time will be allowed. The Vehicle should have a commercial number plate and must comply with all the norms of Motor Vehicle Act, Pollution, Insurance, Road Tax and likewise. The vehicle should be new in condition and the first purchase date of the vehicle should not be more than 3 years prior to the date of use during the term of the contract. Only new vehicles will be deployed at the beginning of the contract. The driver of a motor vehicle is required to wear a proper uniform. In the case of outstation travel the driver should be given adequate rest. The motor vehicle must have an All India Travel Permit. The service will include payment of parking charges & other related charges/fines.
- 3.2.2 The driving license of drivers deployed, medical fitness of driver, copy of vehicle R/C, fitness and PUC needs to be submitted before giving work order and every time on renewal or change of driver. Log book duly certified by Project personnel has to be mandatorily submitted along with the monthly invoice.
- 3.2.3 Vehicles service required along with driver & fuel for 24x7 hrs:

Particulars	Stipulated Milage/ month	Qty (Nos./day)
SUV (AC)	5000 Kms	02
Shift Vehicle/Bus (14 seater)	3000 Kms	01

3.3 Housekeeping And Gardening Services:

- 3.3.1 This includes providing manpower for cleaning of the site to enable a comfortable and hygienic living experience for the residents of the site including expatriates and other visitors and for upkeep of the garden area, if any.
- 3.3.2 The service provider is also required to supply daily cleaning materials and disinfectants for maintaining hygiene across all areas, including Rooms, Bathrooms, Toilets, Common areas, Outside areas, Surrounding premises. Gardening materials shall also be provided by you



including plants, fertilizers, and any other necessary items for maintaining the garden and surrounding green areas.

3.4 Electrical And Other Maintenance Service:

- 3.4.1 The Contractor shall supply all the materials required to maintain all electrical equipment excluding computers but including all air conditioners, lights, fans, geyser, etc. at the site including undertaking day-to-day repair work as and when necessary to ensure that the said equipment at the site are in usable / running condition. It would include supply of normal electrical materials like lights, CFL etc. Maintenance of air conditioners shall include labour with all spare parts including gas filling but excluding remote controls, compressor, plastic goods, sheet metal item, and radiator. Weekly preventive maintenance shall be made for all the Electrical Equipment and a detailed report has to be submitted on weekly basis to the concerned department.
- 3.4.2 The Contractor is also required to maintain all water line and drainage line at the accommodation including kitchens and toilets.

3.5 Pest Control Treatment:

- 3.5.1 This includes complete Pest Control treatment at the accommodation which would enable a comfortable, safe and hygienic living experience for the residents of the accommodation including expatriate. Pest Control treatment would inter alia include kitchen, dish washing area, cloth washing area, toilet and disinfection of each room of the accommodation. Job completion certificate should be submitted with the monthly invoice duly certified by Project personnel.

3.6 Laundry services:

- 3.6.1 This includes cleaning services with detergent. No dry washing facilities will be provided. The Laundry Service includes cleaning clothes of miners, other clothing materials including but not limited to towels, linen, and overhaul and gumboots of the miners etc. in clean and hygienic manner. The following brand of detergent can only be used for Laundry service - Sunlight/Wheel/Tide. The clothes should be returned back within next 24 hours.

3.7 Security Services:

- 3.7.1 This includes providing security services for the site of the Company. The security personnel shall consist of a combination of security guards and armed guards (gunmen) and must have at least 2 years of prior experience.
- 3.7.2 Valid gunman license needs to be submitted before the deployment.
- 3.7.3 Manpower Required:



Category	No. of Manpower Required
Security services [inclusive 4 nos. of Armed guard (Gunman)]	10

3.8 Additional point to be care:

- 3.8.1 The manpower provided for services at the guesthouse, including supply of food, catering services, housekeeping, maintenance, pest control, laundry, and gardening, should maintain a minimum ratio of 3:1. This means that for every 3 company employees, there should be 1 staff member assigned to the aforesaid services.
- 3.8.2 Overtime duty is not allowed across the services.
- 3.8.3 Salary/advance payment to the employee in cash or kind will not be accepted at any cost.
- 3.8.4 A medical fitness certificate is required once a year from an allopathic consulting (MBBS) doctor for all personnel. The certificate should be accompanied by applicable tests from NABH accredited laboratories. For food handlers, this includes Stool Test, Sputum Test, Widal Test, Skin Test, along with the Blood Test, Vision Test, and other relevant assessments. The bidder is responsible for ensuring that the medical check-up and any required vaccinations are completed at their own cost.
- 3.8.5 The successful bidder shall provide and render the entire hospitality services through fully equipped kitchen and stores comprising of procurement, preparation and serving of all Meals, Breakfast, Lunch, Dinner, Tea and Snacks etc, for miners/engineers/guests conforming to the specifications and the best quality standards on all days of the week round the clock for and in accordance with the requirement of Organisation as per laid down quality standards.
- 3.8.6 All other terms and conditions as outlined in the Master Contract and Supplementary Contract shall be considered an integral part of the Notice Inviting Tender (NIT). The Master Contract and Supplementary Contract should be referred to for any additional provisions, obligations, or stipulations not explicitly mentioned in the NIT.

4. ELIGIBILITY CRITERIA:

- 4.1 The bidder should be a reputed company, firm, or agency with expertise in hospitality, catering, housekeeping, guest house maintenance, caretaking, and related services. Offers for all services will be accepted only from suppliers who meet the following criteria:

Experience: The bidder must have a minimum of 5 years' experience in running similar kind of services for large companies.

Licenses/Certificates: The bidder must possess and furnish valid licenses/certificates, including:



- a) Food Safety and Standards Authority of India (FSSAI).
- b) Accredited ISO 22000 (Food Safety Management System).
- c) Labour contract license.
- d) Private Security Agencies (Regulation) Act (PSARA).

4.2 Bidder should have the experience of providing all round hospitality facilities in Reputed Corporate Organisation/ Govt. or PSU Guest Houses/ National Level Organizations, on a 24X7 basis for a minimum experience in the line is expected for 5 years. The work experience of the bidder may be an ongoing work and the executed value of work shall be considered for evaluation.

4.3 For work experience bidders are required to submit Work Order / Satisfactory Work completion/Appreciation letter from the client issued by the employer against the Experience of similar work containing all the information.

4.4 Working Capital:

4.4.1 Evidence of possessing adequate working capital. The bidder should possess the working capital of Rs 2 crore within three months prior to the date of opening of the tender.

4.4.2 The bidder must obtain a certificate verifying their working capital from a practicing Chartered Accountant.

4.5 Financial Turnover:

4.5.1 The intending bidder should have a minimum annual turnover of INR 5 Crores (turnover exclusively from business of providing Hospitality Services (Catering, Housekeeping, Laundry and Maintenance Services) in any one of the last three financial years. To verify this, the bidder must submit copies of authenticated balance sheets for the last three financial years with duly certified by Chartered Accountant should be attached with bid.

4.6 Combined Evaluation Form (CEF): The bidder must agree, fill and submit Combined Evaluation Form as a per attached annexure -A.

4.7 Copy of following documents to be furnished by bidders:

SI No	Eligibility Criteria	Information to be furnished by the bidder
1	Work Experience	i) Copy of Work Order of last 2 years of same services of minimum 50 manpower. ii) Satisfactory Work Completion/ Executed Certificate (includes completed / ongoing works) issued by the employer against the Experience containing all the information



		iii) Copy of latest ESI & EPF monthly return to determine the total working strength of the organisation.
		iv) Copy of TDS Certificate in case of private experience of last 2 years
2	Availability Of Working Capital	Certificate of Working Capital of last 3 years issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India.
3	Financial Turnover	i) The intending bidder must submit the Financial Turnover of last 3 years certificate issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India, containing the information as furnished online.
Other Important Documents (OID)		
4	Valid Permanent Account Number (PAN)	PAN card issued by Income Tax department, Govt.of India
5	Valid GST Certificate	GST Certificate issued by Govt.of India
6	Certificate of registration with provident fund authorities	Certificate of registration issued by Provident authorities of bidder.
7	Certificate of registration with ESIC	Certificate of registration issued by ESIC authorities of bidder.
8	Contractor's Bid and Acceptance of Bid Conditions.	Copy of contractors Bid as per Performa on bidder's letter head. (Annexure-A)
9	Valid FASSI License	Licensed issued by Food safety and security department
10	Trade License	License issued by local authority
11	Valid PSARA License	License issued by Controlling Authority
12	ISO 20000 Certificates	License issued by Controlling Authority
13	An undertaking regarding genuineness of the information furnished by him and authenticity of the scanned copy of documents shared by him in support of his eligibility, as per the format given in Annexure-A.	

5. SUBMISSION OF TENDER:- The bidder should strictly comply with following instructions:

5.1 All the bids are to be submitted by the tender through offline mode only.

5.2 Tender must be submitted at the office address of JMS Mining Private Limited in sealed cover superscripting "TENDER for running canteen, providing housekeeping services, hiring/renting



of motor vehicle & Security Services against Tender Notice No: 2024/SS-001” in bold letters and shall be deposited in the reception area of the Company or send through by post.

- 5.3 The sealed envelope must contain Combined Evaluation Form (CEF) (Annexure A).
- 5.4 Late Tenders shall not be opened.
- 5.5 If the cover is not sealed & or not marked properly as above no responsibility will be assumed for any misplacement of the tender or premature opening of the envelope or parcel.
- 5.6 Tenderers can send the tender by post, but the Company shall not take any responsibility for misplacement of the tender documents sent by post, or delay in delivery by post.
- 5.7 No arrangement will be made to collect tenders from any delivery point other than specified in the Tender Notice.
- 5.8 All papers submitted with the tender must be serially numbered. Words in figures must be sufficiently clear in the quotation paper.
- 5.9 No change in the Tender Schedule will be accepted. The bidder must enclose a visiting card of the organization and the authorized personnel indicating in details the registered office address as well as contact numbers separately.
- 5.10 At the time of Price bid, the bidder must indicate the work description and rate separately for items requisitioned in the enclosed Schedule of requirements.
- 5.11 Tender will be received at the office of Company on all working days (except Saturday, Sunday and other public holidays) between 10:00 a.m. to 6:00 p.m. Tenders received late for any reason will not be considered. Telephonic tender will not be entertained.

6. COST OF BIDDING:

- 6.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the company will in no case be responsible or liable for those costs.

7. SITE VISIT:

- 7.1 The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.2 It shall be deemed that the Bidder has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates.



8. OPENING OF BID:

- 8.1 Tender will be opened at the above office of the Company in presence of the Tender Committee of the Company. If due to any administrative reason the date of opening of the tenders be declared a holiday, the tender will be opened on next working day at the same time and place. If the tender could not be opened on the date of opening due to any unavoidable circumstances or acts of god like riots, commotion, strike, heavy torrential rain leading to massive water logging, pandemic, lockdown etc. which are beyond the control of the parties, then that shall be indicated along with the revised date of opening of tender in the Company's website which may be checked.
- 8.2 The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.
- 8.3 This Tender Notice shall be construed to be part of the Contract Agreement, thereby to be read harmoniously & shall be an addendum to the same thereby being concurrent, co-existing & co-terminus with each other.
- 8.4 The Company does not bind itself to accept the lowest bid and reserves the right to reject any or all the bid without assigning any reasons whatsoever and also to split up the work between two or more tenderers or accept the tender in part and not in its entirety, at its sole discretion.
- 8.5 Any addendum / corrigendum / date extension etc. in respect of this tender shall be published on our website www.jmsmining.com only. No separate notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.

9. EVALUATION OF TENDER:

- 9.1 The Company will evaluate the technical and financial qualifications of the bidders. If determined to be satisfactorily responsive i.e. the qualifications confirm to the Laid Down terms and conditions and specifications. The bid would be evaluated separately for each item. If determined to be satisfactorily responsive, i.e. the bid rate conforms to the Laid Down terms and conditions, then the successful bidders shall be intimated about it. A separate agreement shall be entered by the Company with the successful bidder.

10. PRICE:

- 10.1 All tender price shall be quoted for delivery up to the consignee's point inclusive of all charges (taxes excluding GST). The prices quoted shall be written both in figures and words. No correction request shall be entertained after receiving the hard copy of the bid. In case of conflict between the figures & words the latter will prevail. Where there is a discrepancy between the unit and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate will prevail. The rates quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account. Each Bidder shall submit one quotation only. Conditional Discounts in the Price offered by the Bidder will not be entertained. The prices shall be quoted in Indian rupees only. The escalation formula is given in the master contract.



10.2 In case of hiring/renting of motor vehicle and canteen & catering service, GST to be charged shall not exceed 5%. In case vendor needs to charge GST at higher rate, the benefit of the differential GST shall be passed on to the Company.

10.3 The rate of GST must be clearly mentioned in the bid. If the dealer is opting for billing under the composition scheme, or if for any reason GST input credit will not be available to the service receiver, this must be disclosed explicitly.

11. PAYMENT:

11.1 No additional charges will be paid other than the quoted price.

11.2 100% within 60 days from the date of submission of E-invoice / invoice, as applicable along with compliance documents, on completion of work complete in all respect.

11.3 GST amount shall be released within 30 days post filing of GSTR return by the vendor and correct reflection of the invoice in GSTR 2B of the Company.

12. GUARANTEE / SERVICE PERIOD:

12.1 The vendor shall be bound to serve for a period of 12 months from the date of acceptance of the order.

13. INSURANCE:

13.1 It is desirable that the vendor should keep the employees under cover of insurance, PF, Employee's Compensation policy and other social security benefits etc. and pay minimum wage as applicable by State govt. /Central govt./Coal India orders. Wages should mandatorily be paid through bank.

14. GOVERNING LAW AND DISPUTE RESOLUTION:

14.1 **Governing Law:** It is desirable that the vendor should keep the employees under cover of insurance, PF, Employee's Compensation policy and other social security benefits etc. and pay minimum wage as applicable by State govt. /Central govt./Coal India orders. Wages should mandatorily be paid through bank.

14.2 Dispute Resolution:

14.2.1 It is incumbent upon the Service Provider to avoid litigation and disputes during the course of the Contract period and thereafter in relation to this Contract. However, if such disputes take



place between the Service Recipient and Service Provider, effort shall be made first to settle the disputes amicably between the Parties.

- a) The Service Provider should make request in writing to the Area Manager of the Service Recipient for settlement of such disputes/claims based on good conscience between the Parties herein within 30 (thirty) days of arising of the dispute/ claim failing which no disputes/ claims of the Service Provider shall be entertained by the Service Recipient beyond the said good conscience period.
- b) If the dispute is not settled, then the Service Provider should make request in writing to the Operational Excellence Committee (OEC) at HO of the Service Recipient for settlement of such disputes/claims based on good conscience between the Parties herein within 30 (thirty) days of the dispute as per clause 14.2 (a), failing which no disputes/ claims of the Service Provider shall be entertained by the Service Recipient beyond the said good conscience period.
- c) If differences still persist, the settlement of the dispute shall be resolved in the following manner:

The redressal of the dispute may be sought through Arbitration (The Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015) as amended from time to time.

If the Parties fail to resolve the disputes/differences by in house mechanism, then, depending on the position of the case, the party raising the dispute shall give notice, within thirty (30) days of exhausting the remedies available in aforesaid clauses, to the other party to refer the matter to arbitration instead of directly approaching Court. The Service Provider shall, however, be entitled to invoke arbitration clause only after exhausting the remedy available in the aforesaid clauses. The redressal of disputes/differences shall be sought through Sole Arbitrator in the mechanism as provided hereunder:

In the event of any question, dispute or difference arising under these terms & conditions or any condition contained in this Contract or interpretation of the terms of, or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of a person, appointed to be the arbitrator by the Director/s of the Service Recipient.

The award of the arbitrator shall be final, binding and conclusive upon the Parties herein.

In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason whatsoever, or his/her award being set aside by the court for any reason, it shall be lawful for the Director/s of the Service Recipient to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.



- d) It is further a term of this Contract that no person other than the person appointed by the Director/s of the Service Recipient should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all. In such exceptional circumstances the matter is to be referred to the Courts of Kolkata which shall have inherent & exclusive jurisdiction to deal with & adjudicate the same which shall be included but not limited to filing of suit for damages, recovery proceedings, etc. for recovery of loss/damages if any caused to the Service Recipient.

Subject as aforesaid, Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015 and from time to time read with the rules made there under and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

- e) The venue of arbitration shall be solely and exclusively at Kolkata in West Bengal, India only. The Order shall be interpreted in accordance with the laws of the Union of India. The Partnership firm/ Joint Venture/ Consortium is required to submit written consent of all the partners to above arbitration clause on or before execution of the Contract.

15. FRAUD AND CORRUPTION:

- 15.1 The Bidder in the contract is required to observe the highest standard of ethics during the procurement and execution of this contract by not being engaged in Corrupt, fraudulent, collusive, coercive or obstructive practice as generally defined. Non-Compliance of the above will lead to rejection of proposal for award/declaring a firm or individual ineligible even for future bidding.

16. SPECIAL TERMS AND CONDITIONS:

- 16.1 While tenders are under consideration, bidder and their representatives or other interested parties shall refrain from contacting by any means any persons or representatives of the buyer on matters relating to the tender under study. The buyer, if necessary may request for clarification of tender in writing. After the public opening of the tenders, information relating to examination, clarification and evaluation of tenders and recommendations concerning awards shall not be disclosed to bidders or other persons not officially concerned with this process until the successful bidder is notified of the award of the contract.

17. DEFINITIONS:

- 17.1 Company / Purchaser / Buyer shall mean JMS Mining Private Limited Supplier / Tenderer / bidder / vendor shall mean the one who has submitted the bid for this tender.



18. RIGHTS OF JMS:

- 18.1 The JMS reserves the right to increase/ reduce the scope of work mentioned in this Tender. In case of item rate contract, JMS does not in any way guarantee the quantity/area for which an order may be placed and the Tender quantity/area may only be treated as indicative.
- 18.2 In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, interpretation of the Clauses by JMS shall be final and bindings on all Parties.
- 18.3 JMS reserves the right to accept or reject any or all tenders/quotations without assigning any reason there of and also does not bind itself to accept the lowest quotation or any tender. JMS also reserves the rights to accept all the items in the given tender or only part of it in any given schedule without assigning any reason.



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E-Mail: info@jmsmining.com, Website: www.jmsmining.com

Annexure A - Combined Evaluation Form (CEF)

1. General Information:

(The tenderer has to strictly follow the format provided herewith otherwise their tender documents may be summarily rejected. In case any additional information needs to be given, it shall be provided on a separate sheet.)

1	Name of the Tenderer:	
2	Type of organization (Private/Partnership/JV/Public etc.)	
3	Name of Director/Partner	

Sl. No.	Description of Requirement	Available (Yes / No / Not Applicable)	Expiry Date
1	Valid PAN No		
2	Valid GST No.		
3	Trade license		
4	Declaration of at least 5 years' experience for undertaking similar type of work in companies of repute and related credential certificate from at least 2 such companies.		
5	Valid PF registration number		
6	Valid ESI registration number		
7	Valid FASSI License		
8	Workman Insurance		
9	Valid PSARA license		
10	Income Tax return of previous 2 years		



11	ISO 22000 Certificates		
12	Others Certificates/License (if any)		

2. Summary of Quoted Price:

Sl. No.	Name of work / item	Quoted annual value (₹)	Extra Charges (beyond the stipulated qty.) (₹)
1	Providing Vegetarian and Non-Vegetarian food at the guesthouse of the Company. Person – 60 (approx.)		
2	Housekeeping and gardening services (including supply of related material and labour) Area of guesthouse – 10,000 sq ft (approx.)		-
3	Electrical maintenance services (including supply of related material and labour)		-
4	Pest control services		-
5	Laundry services (including supply of related material and labour) for Person – 60 (approx.)		-
6	Security services [6 (SG) + 4 (AG) = 10 head/day]		-
7	Car hire services of 2 AC SUV (7 seater) & 1 AC Shift Vehicle (14 seater)		
Total Amount			

3. Financial Turnover:

(Please attach a certificate for the financial turnover, which must be certified by a Chartered Accountant firm. The membership number of the Chartered Accountant firm must be included in the certificate.)

Sl. No.	Financial Year	Total Turnover (Rs)	Remarks
1			
2			
3			

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4. Information about Litigations, if any, in which Bidder is involved:

Year	Award for or Against Applicant	Name of the Client, Cause of Litigation and Matter of Dispute	Disputed amount (Rs.)

5. Interested State of Operation (Please tick the appropriate box):

- (a) West Bengal (b) Jharkhand
(c) Madhya Pradesh (d) Chhattisgarh
(e) Telangana (f) PAN India

6. Other Details: If necessary to specify.

Note: We agree to supply the quality food items/ goods in accordance with the technical specification as per terms and conditions specified in Tender Notice. We also confirm that we will render our service for the next 12 months. Furthermore, we affirm that we have taken steps to ensure that no person acting on our behalf or for us will engage in any fraudulent activity regarding the above-mentioned procurement for the Company.

We undertake to deliver materials as per the specification approved/provided by the authorities or the specifications offered by us and accepted by the authorities, as the case may be.

Declaration:

I, _____ hereby declare that the information and details provided in the attached documents are true, accurate, and complete to the best of my knowledge. I understand that any false or misleading information may result in the rejection of my application or other legal consequences.

Signature of the Bidder (With official seal)

