

तार का पता: "मिनीस्टील"

Telegraphic Address : "MINISTEEL"



सं० 14014/1/2015-Ad (G)

No. _____

भारत सरकार
GOVERNMENT OF INDIA
इस्पात मंत्रालय
MINISTRY OF STEEL
उद्योग भवन
UDYOG BHAWAN

नई दिल्ली-110107

New Delhi-110107

Dated 26th November, 2015

To,

M/s Sat Enterprises,
WZ-46, Khampur, West Patel Nagar,
New Delhi – 110 008

Subject: Award of Annual Rate Contract (ARC) for repairing/maintenance/procurement of office furniture items (petty carpentry works) of Ministry of Steel - regarding.

Sir/Madam,

I am directed to refer to your Online Bid No. 147888 dated 02.09.2015 regarding Annual Rate Contract (ARC) for repairing/maintenance/procurement of office furniture items (petty carpentry works) of Ministry of Steel and to say that the Competent Authority has accepted the rate of petty carpentry works items as per Annexure-II subject to the terms and conditions mentioned in Annexure-I.

2. The period of Annual Rate Contract (ARC) will be *valid for one year with effect from 01.12.2015*. This period may be further extended as per the requirement of the Ministry or may be curtailed/terminated before expiry of this period.

3. The Annual Rate Contract (ARC) will be made effective only after receiving of your acceptance of terms and conditions of Annual Rate Contract (ARC) and deposit of Performance Security of ₹ 1,25,000/- (One Lakh Twenty Five Thousand only) by way of Fixed Deposit (FD).

4. You are, therefore, requested to furnish/deposit signed copy of the AGREEMENT FOR ANNUAL RATE CONTRACT (Annexure-III), an INTEGRITY PACT (Annexure-IV) and PERFORMANCE SECURITY immediately to this Ministry so that the Annual Rate Contract (ARC) could be finalized.

5. This issues with the concurrence of Internal Finance Division (IFD), Ministry of Steel vide their Dairy No. 104/IFD/2015 dated 19.11.2015.

Yours faithfully,

Encl: As above

(C A Joseph)

Under Secretary to the Govt. of India

23061243

Copy to:

1. NIC, Ministry of Steel (with request to upload it on the website of the Ministry of Steel)
2. Internal Finance Division (IFD), Ministry of Steel
3. Drawing and Disbursement Officer (DDO), Ministry of Steel
4. Pay and Accounts Office, Ministry of Steel

Under Secretary
इस्पात मंत्रालय / Ministry of Steel
भारत सरकार / Govt. of India
उद्योग भवन, नई दिल्ली-110011
Udyog Bhawan, New Delhi-110011

हिन्दी का प्रयोग उपेक्षित नहीं है, पत्र का उत्तर शीघ्र दिया जायेगा।

Terms and Conditions of Annual Rate Contract (ARC) for repairing/maintenance/supply of office furniture items (petty carpentry works)

General Conditions

1. The period of Annual Rate Contract (ARC) will be *valid for one year with effect from 01.12.2015*. This period may be further extended as per the requirement of the Ministry or may be curtailed/terminated before expiry of this period owing to deficiency in service after giving one week notice to the selected firm.
2. The rates quoted will remain in force for full period of contract. Demand for revision of rate on any account shall not be entertained during the contract period.
3. The firm should be in a position to supply all furniture items/carry out all petty carpentry work even on short notice as and when needed on receipt of written supply/work order from the authorized officer in the General Administration Division.
4. Ministry of Steel shall place the supply/work order for supply furniture items/carry out petty carpentry work as per the requirement. The delivery chalan/job voucher shall be got signed by the end user in the Ministry of Steel as a proof of having supplied the furniture items or carried out petty carpentry work and the same should be attached with bills for payment. It is the responsibility of the firm to get signed the delivery chalan/job voucher from the end user in the Ministry of Steel.
5. No furniture items or any part thereof shall be taken out by the carpenter to the workshop. The work is to be carried out in the premises of the Ministry of Steel. However, the work which can't be done in the office premises would be allowed to be done outside and no transportation or labour charge will be paid for this work.
6. The firm will supply all furniture items/carry out all petty carpentry work on credit basis as settlement of bills may take some time depending on availability of funds. No advance payment will be made for petty carpentry works. Payment shall be made by electronic transfer to the account of the firm on submission of pre-receipted typed bill in triplicate. As far as possible, the bills would be settled on a monthly basis.
7. The firm should be available on its own direct telephone (office as well as residence) and also on mobile phone for contacting. These contact phone numbers will have to be intimated to this Ministry immediately on award of contract.
8. Two qualified/skilled carpenters of the firm who should be accessible on mobile phone, will be required to be present in this Ministry on all working days and if needed, on holidays also. These carpenters will report daily to General Administration Division for obtaining complaints/petty carpentry works. The antecedents of carpenter deployed should be properly verified and their details like name, address, photographs, contact no. etc. will have to be provided to the Ministry of Steel immediately on award of contract.
9. If the carpenters does not come on any of the working day or failing to do the requisite petty carpentry works, the petty carpentry works will be got done by the Ministry from open market and the difference of cost, if any, will be recovered from security money or from pending bills of defaulting firm.



10. All the complaints/petty carpentry works should be attended within same day of receiving of complaints/petty carpentry works. In case, the complaints/petty carpentry works are not attended within same day, penalty of ₹ 1000/- (One Thousand only) will be levied per day per complaints/petty carpentry works. This amount would be deducted from the performance security deposit/pending bill of the firm. In case of frequent unresponsiveness of attending complaints/petty carpentry works, the contract shall be cancelled forthwith and performance security deposit shall be forfeited. The firm is also liable to be black listed.

11. Any financial loss caused due to the damage of any part of the furniture items in the Ministry would be deducted from the performance security deposit/pending bill of the firm.

12. On demand through issuance of supply/work order by the Ministry of Steel, the firm shall supply all furniture items/carry out all petty carpentry work as per specification. Any deviation from the approved specification shall make the firm liable to take back such items at its own cost. Ministry of Steel reserves the absolute right to reject any furniture items which, in its opinion, is not of approved specification. Decision of the Competent Authority of Ministry of Steel in this regard shall be final and binding upon the firm.

13. It should be ensured that the furniture items supplied/petty carpentry work carried out would be to the satisfaction of the end-users of the Ministry. In case of any unsatisfactory report, the firm is liable to be not paid for such items/work.

14. A penalty of ₹ 5,000/- (Five Thousand only) will be imposed if it is found, on the basis of complaints received from end-user of the Ministry, that furniture item supplied/petty carpentry work carried out is below the desired standard or substandard. In case of supply of such furniture item/petty carpentry work carried out once after imposition of penalty, the contract shall be cancelled forthwith and performance security deposit shall be forfeited. The firm is also liable to be black listed.

15. It should be ensured that the firm is not providing services/goods to other Ministries/Departments at lower rates than those quoted for the Ministry of Steel. In case, at later stage, it is found that the firm is providing services/goods to any other Ministry/Department at a lower rate, the payment would be withheld by the Ministry.

16. The contract entered into is liable to be terminated by this Ministry at any time without assigning reasons thereof if the service rendered by the firm is not satisfactory or any lapse found in the service provided. Therefore, in this connection, the decision of this Ministry will be final and shall be binding upon the contractor.

17. If any information furnished by bidder is found to be incorrect or false at any point of time, the contract entered into will be liable to be terminated without any notice and the performance security deposit is liable to be forfeited.

18. The contractor entered into shall indemnify the Ministry of Steel against all damages/expenses for which the Ministry may be held liable or pay on account of the negligence of the contractor or any person under his/her control whether in respect of accident/injury to the person/damages to the property in executing the work or otherwise and against all damages/demands thereof.




19. In event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, Ministry of Steel. The provisions of Arbitration and Conciliation Act, 1996 (No 26 of 1996) shall be applicable to the arbitration. The venue of such arbitration shall be at Delhi. The expenses of arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

20. Pending the submission of and/or a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this agreement without prejudice to a final adjustment in accordance with such award.

21. The contract entered into will be interpreted under Indian Laws and subject to the jurisdiction of Delhi Courts.

Financial Conditions

1. The firm shall submit the performance security of ₹ 1,25,000/- (One Lakh Twenty Five Thousand only) by way of Fixed Deposit (FD) which will be refunded on satisfactory completion of the contract. No interest will be paid on performance security deposit.



(C A Joseph)

Under Secretary to the Govt. of India

31/07/2017
Secretary
Ministry of Steel
India
Delhi-110011