

## **भारतीय पटसन निगम लिमिटेड**

(भारत सरकार की संस्था)

**The Jute Corporation of India Limited**

(A Government of India Enterprise)

15N, Nellie Sengupta Sarani,

Kolkata – 700 087.

CIN - U17232WB1971GOI027958.

NOTICE INVITING TENDER FOR CIVIL WORKS - REPAIRING  
MAINTAINENANCE , RENEWAL JOB AT DEPARTMENTAL PURCHASE  
CENTRE IN MATHABHANGA WEST BENGAL UNDER COOCHBEHAR  
R.O. , OF THE JUTE CORPORATION OF INDIA LIMITED , A  
GOVERNMENT OF INDIA ENTERPRISE, UNDER THE MINISTRY OF  
TEXTILES .

The Jute Corporation of India Limited invites Sealed Tenders from experienced , bonafide & resourceful Civil Contractors for the purpose of Civil Repair works at below location of Mathabhanga Departmental Purchase Centre :

VILL.: SHIKARPUR, PREMCHANDER HAT ; P.O. – SHIKARPUR ; DISTRICT. – COOCH BEHAR ; PIN – 736146 , WEST BENGAL.

Estimated value of the above mentioned Work & other Important Details are furnished underneath :-

Project : Mathabhanga DPC Repairing , Partial Renovation.

Tender Value of the Work : ₹ 5,18,651.00 ( including GST & Financial components) .

Earnest Money Deposit (EMD) : ₹ 25,933. 00 [ 5% of the Tender Value ]

Required Credential For Vendors : Details of “**Credential**” , given in ‘Appendix – B’, ] .

Tender Forms can be collected from the Head-Office of The Jute Corporation of India Limited situated at 15N , Nellie Sengupta Sarani, HUDCO Building, 7<sup>th</sup>. Floor, Kolkata-700087 during Office working hours from 10:00 a.m up to 05.:00 p.m. against payment of tender cost of Rs. 100/- (One Hundred Only) ; or can be downloaded from the website [www.jutecorp.in](http://www.jutecorp.in) , non-refundable, by Pay Order/ Demand Draft/ Cash favoring ‘The Jute Corporation of India Limited, payable at Kolkata’. The last due date for submission of Tender is till 06:00 p.m. on 10/08/2020. The Tender Offers received ,shall be opened on 11/08/2020 at 02:30 p.m at the H.O. / JCI address in presence of prospective Bidders Or, their authorized representatives.

**The Corporation reserves the right to reject any or all submitted Offers without assigning any reasons whatsoever.**

DY. GENERAL MANAGER (P&A)

FROM - 20/07 /2020 ( 5:00 p.m. ) to 10/08/2020 ( up to 6:00 p.m. ).

- PRE BID MEETING AT H.O, KOLKATA ON 31/07/2020 AT 15.00 p.m. (interested Bidders can interact through Video conference, or telephone, as will deem to be fit ).
- LAST DATE OF SUBMISSION IS – 10/08/2020 UP TO 6:00 p.m.
- TENDER OPENING DATE – 11/08/2020 at 02:30 p.m. at JCI H.O. Kolkata.

(TENDERS WILL BE OPENED IN PRESENCE OF PARTICIPATING AGENCIES OR THEIR AUTHORIZED REPRESENTATIVES.)

- PRICE OF THE TENDER DOCUMENT RS. 100/- BY WAY OF PAY ORDER/ DEMAND DRAFT ISSUED FROM ANY SCDEUED BANK, FAVOURING 'THE JUTE CORPORATION OF INDIA LIMITED' , PAYABLE AT KOLKATA, OR, BY CASH.
- EARNEST MONEY TO BE DEPOSITED (TO BE CALCULATED ON THE BASIS OF 5% OF THE TENDER VALUE,VIZ. **RS.25,933.00** FOR MATHABHANGA JTM GODOWN REPAIRING.) BY WAY OF PAY ORDER / DEMAND DRAFT ISSUED FROM ANY SCHEDULED BANK, FAVOURING '**THE JUTE CORPORATION OF INDIA LIMITED , PAYABLE AT KOLKATA**' .

▪ PLACE OF SUBMISSION :

I. THE JUTE CORPORATION OF INDIA LIMITED.

H.O ADDRESS : 15N, NELLIE SENGUPTA SARANI,

HUDCO BUILDING, 7<sup>TH</sup> FLOOR, KOLKATA-700087

TEL :- 033-2252-7496/7028/6952/6779 .

At – Tender Box.

Tender documents to be dropped by Hand Or, by Registered / Speed Post , at the Tender Box kept at JCI H.O.

The Tender being a 02 Packet Bid System , so both the Bid envelopes ( Technical & Financial Bid ) should be placed in a big envelop & properly sealed . Technical & Financial Bid envelopes should be marked with Tender No. & Tender name. Bigger & top envelop should be superscribed with Tender No., Tender Name & Due Date of the Tender and to be submitted within the scheduled date & time at the address mentioned in Tender Documents.

The Bidder at his own responsibility is required to ensure submission of the Tender document ( complete in all respect) within the due date & time. Tender(s) received after the Deadline will not be accepted. The Corporation shall have No Obligation / Liability for any delay on the part of Bidder or due to postal issues, in receiving the Tender documents. The Corporation will not entertain any plea verbal Or through correspondences reg. the acceptance of late Bid Or the extension of due date.

For any further information or queries, pls. feel free to contact with below mentioned :

1. Mr Koushik Halder ( Addl. Civil Enggr. ) , Contact No.- 98363 42321.
2. Mr.Budhurai Bebbarma [Regional Manager(I/C.)] , Contact No. – 8794884414.
3. Receiving Section at H.O. / JCI , Contact No. (033) 2252- 1100 .

TENDER ISSUED TO : M/S .....

### GENERAL CONDITIONS OF CONTRACT

BIDDERS SHALL SIGN AND STAMP EACH PAGE OF TENDER DOCCUMENT.

#### General Instructions to Contractor :

- 1 Inspection of sites: The contractor shall visit and examine the sites and satisfy as to the nature and correct dimensions of work and facilities for obtaining material and shall obtain generally his own information on all matters affecting the execution of work. No extra charge made in consequence of any misunderstanding or incorrect information on any of these points on the ground of insufficient description will be allowed. All expenses incurred by the contractors in connection with obtaining information for submitting this tender including his visit to site and efforts in compiling the tender shall be borne by the tenderer and no claims for reimbursement thereof shall be entertained.
- 2 Safety Regulations: The contractor shall take all the necessary precautions while working and to safeguard adjacent property, Corporation's property, Corporation's employees, employees of contractor & general public.
- 3 Compliance to local laws: The contractor shall conform to the provisions of any Act of the Legislature relating to the work and to the Regulations & Bye Laws of any prevalent authority. He shall also obtain all necessary permission / approval / NOC from other related competent authorities of related Or for completion of the said work, if required under the existing rules.
- 4 Site cleaning: All the rates quoted are inclusive of removal of rubbish / debris collected during the progress of work, rejected material and clearance of site before and after the work is completed. Not more than one truck load shall be stored that to for not more than 2 days. The contractor shall arrange to remove the same immediately. If the contractor is failing to do so Corporation shall remove the same and the expenses thus incurred shall be recovered from the contractor and no claim of any sort will be entertained.
- 5 Vouchers / bills: Contractor shall upon the request of the Corporation furnish bills, invoices, accounts, receipts and other vouchers for all materials brought on site to prove that the material purchased are as per the specification.
6. **Contractor's basic responsibility:**
  - a) The work will be examined from time to time by Corporation's Officers /Civil Engineer, but such examination shall not in any way exonerate the contractor from the obligation to remedy any defects which may be observed at any stage of the work or after the same is completed.
  - b) The Contractor shall provide everything necessary for proper execution of the works , according to the intent and meaning of the BOQ / General Arrangement Drawing (GAD) whichever will be provided.
  - c) Samples & SHOP Drawings : After Award of the Contract , the Contractor shall furnish Samples, SHOP Drawings etc. (as required) along with the Specifications ,  
No extra Payment shall be given to the Contractor for preparation / making available of any

Samples to the Client. A schedule giving dates for the submission of Samples shall be included in the time Schedule Or, in the Program – Chart (to be submitted by the Contractor before starting of the work). Specifically authorized samples/SHOP Drawings (whichever will be in requirement) , must be submitted for approval within 07 Days of Award of Work , Or, as shown in the ‘Work-Completion Schedule’ as per Activity [ to be submitted by the successful Bidder ( whichever is earlier).

d) The Contractor shall provide himself for ground and municipal water for carrying out the work at his own cost. In case of water from any other source, the same shall be Tested and can be used only after specific written permission from Appropriate authority of JCI. In such case, Testing Cost will be borne by the Contractor.

e) Labour Hutment : Contractor should arrange at his own cost Labour Hutment. JCI may not charge the Contractor for his own unrented Ground. The employer shall on no Account be responsible for the expenses incurred by the Contractor for hired ground or water obtained from elsewhere.

f) Electric supply : Electricity will have to be arranged by the contractor; additionally the contractor shall have to make his own arrangement for providing points, wires lines, extension board, MCBs ,wherever it is required in the premises, in and out. The contractor shall arrange to install a Tested Meter & pay for the energy consumed by him. JCI however, shall support at it's level best in this regard , for the sake of work.

7. Dismissal of workperson from work: JCI Officer / Engineer shall be at liberty to object to and request the Contractor to remove forthwith from the Works any person provided by the Contractor who, in the opinion of the JCI Officer/ Engineer, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered by the JCI Officers /Engineer to be undesirable, and such person shall not be again allowed upon the Works without the consent of the JCI designated Officers / Engineer. Any person so removed from the works shall be replaced as soon as possible by a qualified person approved by the JCI Engineer/ JCI appropriate Officer .
8. Order of work, etc: Corporation reserves the right to fix the order in which the various items of work involved are to be executed. However, the contractor shall be responsible for the completion of the entire job within the item and time limit specified to enclosed BOQ (Bill of Quantity) failing which Liquidated Damages as mentioned in clause shall be recovered from the contractor.
9. Commencement of work: The work must be started within 07(seven) days upon accepting The work order and the program for carrying out the various jobs shall be drawn out (Project Execution Schedule /Plan in writing) in consultation with the corporation's Officers / Civil Engineer. Default in compliance with the programmes so finalized shall entail operation of liquidated damages as stated. Adequate labour force shall be provided to complete the work within the specified period. Safety of the personnel ( labour engaged by Contractor) and security of consumables & building materials as well as that of construction-in –progress Items & structures are the sole responsibility of the contractor. The Corporation shall at no times be held liable for such loss arising out of the negligence of the Contractor.
10. Subletting the work: The contractor shall not directly or indirectly sublet the work to other party without written permission from the Corporation.

11. Quantities of works are provisional: The quantities mentioned in schedule are provisional and likely to increase / decrease to any extent or may be omitted thus **may alter** the aggregate value of the contract. However, no claim for loss or Profit of Contractor's business shall be entertained on this account.
12. Distribution of work: The Corporation reserve the right to distribute the work for which Tender have been called, among more than one parties, if found necessary. No claim in this respect shall be considered and the contractor shall agree to cooperate with other agencies appointed by the Corporation.
13. **Third party damage, Or, Damage to Person / Property :** The sole responsibility lies with the contractor or the persons employed by his agency/firm against all losses and claims in respect of: (a) Death of or injury to any person, or (b) Loss or damage to any property (other than the Works) which may arise out of or in consequence of the Repair and Maintenance of the works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof.
14. **Insurance cover:** All the workers of the contractor must be properly covered by an Insurance Policy under Workman's Compensation Act and Fatal Accidents Act and shall indemnify the Corporation from all the liabilities arising out of such events. In case of delay, contractor shall arrange to extend insurance policy till work is completed.
- 14A. Fire Insurance : The Contractor shall on signing the Work- Contract , may need to Insure the Works & keep them insured until the Actual Completion of Contract against Loss Or Damage by Fire with a PSU Insurance Co., a Certified copy of the Fire Insurance Document shall be submitted to JCI , at his own Cost.
15. **Delay & Extension of time:** All the work should be completed within the specified period mentioned in the tender. If the work is delayed due to the reasons beyond the control of the contractor, he should, immediately apply to the Corporation explaining therein the reasons for such delays (DELAY ANALYSIS) and if in the opinion of Corporation the delay is justified, the contractor shall be granted extension in the time limit.
16. Certificate of virtual completion: As soon as the work is completed, the contractor shall inform in writing such completion to the Corporation's Officers / Civil Engineer who will inspect the work and if satisfied, will issue the certificate that the work has been actually completed and the defects liability period shall commence from the date of such certificate.
17. **Defect liability period (DLP) :** The defects or other faults which may appear during the defect liability period which is 12 months after the virtual completion of the work, arising in the opinion of the Corporation due to inferior quality of material or bad workmanship not in accordance with the contract, contractor shall make good at his own cost within a reasonable time. In case of default, Corporation may employ and pay other agencies to amend and make good such defects and all expenses / damages / losses shall be recoverable from EMD and/or may be deducted from any money due to the contractor .
18. Arrangement of work: The contractor shall organize the work in such a way that the surrounding environment or the nearby public areas are not subjected to any hardships and the working of the office is not affected. The contractor shall take adequate care during the progress of work to protect the office property like stationery, furniture, etc. In case of any damage, the same shall be made good by the contractor and no claim in this regard shall be entertained. If Contractor agrees to work after office hours/during night, for which no extra cost shall be considered.

19. Stacking of material: The contractor is not to stack any of his material recklessly so as to endanger the safety of the building and cause any nuisance to the occupants and the public.
20. Extra charges: It is clearly implied that all the conditions of contracts are intended to be strictly enforced and that no extra charges in respect of extra work will be allowed unless they are clearly outside the spirit and meaning of the condition and unless such work shall have been ordered in writing from JCI end.
21. Protection of material and work: The contractor shall be responsible for storing and watching his own material and protecting the work at his own cost.
22. **Approval of samples:** The contractor shall furnish well in time before work commencement at his own interest, samples of material(s) or workmanship that may be required by Corporation's Officer / Civil Engineer for approval. The Contractor should readily adhere & act accordingly the issues . Rates quoted shall cover for such preliminary work.
23. Workmanship: The work involved calls for a high standard of workmanship combined with speed. All the glass panes, door handles / hinges, electric fitting, fans, furniture records, floors etc. are to be thoroughly cleaned after work is completed. Any damage to the flooring, tiles, paneling or any other part of the building, etc. Shall be made good at the cost of the contractor to the entire satisfaction of the Corporation. Contractor shall make all arrangements for shifting of furniture / records and keeping the same in its original position after he finishes the work on daily basis. The contractor at his own cost shall provide brown paper, polythene, tarpaulin etc. protecting furniture / fixtures, paneling, electrical, fittings, records, etc.
24. Interpretation of documents / drawing: Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used for the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the competent authority of the Corporation whose decision shall be final and binding on the contractor.
25. Use of scaffolding: The contractor shall allow the use of scaffolding erected by them, to any other agency employed by the Corporation during the contract period without any payment. Scaffolding shall be of M.S pipes & Clumps , when Contractor needs to do the Work at Higher level , like Truss Top etc.
26. Provisional Item: If ordered by the Corporation, contractor shall be required to carry out provisional items at the same conditions and Rates as applicable for this Contract.
27. Measurements of all concealed items: Measurements of all concealed items (wiring / cabling / ducting / plumbing / piping etc.) of work and extra item if any, shall be got recorded by the Corporation's Officers / Civil Engineer before it is concealed or covered.
28. Measurements: All measurement tapes shall be of steel and all scaffolding and ladders that may be required for taking measurements shall be supplied by the contractor.
29. Cleaning during the work: The rates quoted shall include cleaning of entire site with all fixtures & equipments, leaving the site neat and tidy from time to time.

30. Complying I.S.Specification: Unless,or,otherwise mentioned in the Contract ,the latest Indian Standard Code for material specifications, method of work, and mode of measurements shall be followed. The payment shall be made on the basis of actual measurement of work done to be submitted along with bill.
31. “Working ‘Make-List’ : Materials to be used in the Repairing Work, shall conform to corresponding IS Code or, standard BIS Specification etc. An **‘Annexure-B’** is being provided with the Tender documents on the related Items’ works to be executed .
32. General Arrangement Drawing (GAD): A General Arrangement Drawing may be provided for ready reference of the Bidders ( if required).
33. ‘Guarantee Clause’ with respect to Anti-Termite Work Item : The Contractor shall be liable to borne 10 Yrs. Guarantee (Or, As per Manufacturer of the ATT Chemical, Whichever is Greater ) in form of ‘LEGAL GUARANTEE BOND PAPER’ (as per Standard Practice) , from the Date of ‘Completion Certificate’. A Lump-Sum Amount may be HOLD ( if needed) at the discretion of JCI Authority (based on‘As & Where’ requirement basis) on the Certified Bill Amount.
34. Rate to include: The rates quoted by the contractor shall cover for work at any height in the premises for all finished items under this contract. The rate quoted shall be inclusive of all material cost, wastage, labour, loading & Unloading , profit, taxes if any, scaffolding, transport, supervision, preparation of SHOP DRAWING ( if required),spot light arrangement and any other means to complete the job. GST, Octroi , sales-tax, Labour Welfare Cess , Swachh Bharat Cess etc., Works Contract Tax or any other taxes present or future to be included in the rates so quoted. If there is a change in the tax structure / duties as per State / Central Govt. Order after award of contract, the Corporation shall not reimburse the difference in tax.
35. **Price Fluctuation:** The rates quoted by the contractor shall be firm throughout the currency of contract (including extension of time, if any , granted) and will not be subject to any fluctuation due to variation in the cost of material or labour.
36. The successful tender if called upon to do so / if found necessary by the Corporation, shall obtain a letter from the approved trade manufacturer whose product is used, if found necessary by the corporation confirming that the manufacturer shall provide all the technical assistance and supervision during the execution of the work at all such places as directed and the contractor shall bear the expenses, if any, for such supervision and technical assistance supplied by the trade manufacturer.
37. Testing of Materials: If at any point of time during the work, corporation desires to carry out test of certain materials, the contractor shall arrange for the same and submit the Test Report without any claim for extra cost for that..
38. The contractor shall hereby declare that they should bring to the notice of the Officers / Civil Engineer of JCI any defects in building / other Structures including finishes or breakage in glass window, curtain glazing, etc. before starting work. However, if any defect in finishes of building or glass is found to be broken during the work at Contractor’s fault , the same shall be **Made Good** by the contractor at his own cost on immediate effect without hampering Work pace.
39. Conditional tenders: Conditional tenders ( Or, Quoting of Rates partially in BoQ) are liable to be rejected.
40. **Rates of non-tendered or Non-Scheduled Items:** The successful Tenderer is bound to



carry out any item of work necessary for the completion of the job even though such items are not included in schedule of quantities.

**Sub- Section Provision of such Altered / Additional Items of Works :-**

If the altered/additional work required to be executed as per CWC's requirements, for which there are no established rates in Schedule of Rates, the same shall be payable as per provisions stated hereunder –

- a) As far as possible the rates for such items shall be derived from agreed schedule of rates on pro-rata basis.
- b) If direct working out is not possible, the contractor shall be paid on the basis as under: -
  - (i) Material, Labour either or both: Reasonable cost of materials plus reasonable cost of labour inclusive of tools, plants and machinery and plus 15% of so derived cost, as to cover contractor profit, supervision, overheads, establishments, etc.
  - (ii) Engineer-in-Charge's decision regarding reasonable labour cost and reasonable material consumption/and cost shall be final and binding on contractor.
- c) The rates can also be derived based on the Last Approved Rate (LAR) of similar items of same area or nearby area.

- 41. Abandonment of work: If in any case, the work required to be abandoned, the contractor shall not be entitled for any claims and he will be paid as per the actual work done till that period.
- 42. **The Corporation reserves the right to accept / reject any or all tenders in part or in whole without assigning any causes as on date or, thereafter.**
- 43. **Decision of the Corporation shall be final and binding on any matter connected with the work.** In the event that there is some dispute, the matter shall be decided after mutual discussions based on the terms and conditions of this contract. However, if the matter cannot be resolved then the same shall be referred to respected, qualified person in the field agreed to both the parties and his opinion shall be binding on both the parties. However, this is pre-course to any legal action in this regard.
- 44. Incomplete quotation: Incomplete quotations shall be summarily rejected.
- 45. Payments: The contractor shall be paid by the Corporation as per payment schedule stated in the Contract Documents.
- 46. When the work has been virtually completed and Corporation's Officers / Civil Engineer has certified in writing that the work has been completed on the basis of detailed measurements and has made a final scrutiny and that there is no dispute regarding items, rates, and quantities, the contractor shall be entitled to the payment of the final bill in accordance with the final certificate which will be honoured within the period specified in the Appendix as period of honoring final certificate.
- 47. The contractor shall be paid by the corporation within the period named in Appendix (period of Honoring Certificate) after such certificate has been delivered to the employer by the corporation's officers / Civil Engineer. The Corporation's Officers / Civil Engineer has the power to withhold any certificate if the work or any part thereof are not carried out to his satisfaction or the contractor fails to show the desired progress or fails to follow the instructions given or in case of breach of this contract.
- 48. **Earnest Money Deposit (EMD) of successful Tenderer shall automatically be converted as Security Deposit.** The contractor should pay this amount to the corporation by D.D or

P.O at the time of submission of Tender. This amount shall be retained by the corporation till the expiry of defect liability period of one year from the date of virtual completion date of work. The contractor should note that no interest will be allowed on his Security Deposit.

- 49. Performance Guarantee :** 5% of the Total Contract Amount (EMD to be converted into Performance Security Deposit , for the successful bidder), shall be considered as Performance Guarantee Amount. Within two weeks of award of work, the Contractor shall submit the 'Performance Security' for proper performance of the Contract. The performance guarantee shall be valid for the duration of the contract period plus defect liability period. The performance security can be encashed by the JCIL to recover any amount which is payable by the Contractor to the Jute Corporation on any account for a cause arising out of the contract.

- 49A. Return of EMD of unsuccessful Bidders:** EMD shall be refunded to unsuccessful Tenderers, within Thirty (30) days after the opening of the PRICE- BID / DISCHARGE OF THE TENDER (whichever happens with this NIT) WITHOUT ANY LIABILITY TOWARDS INTEREST Refund.

- 50.** The contractor is requested to sign each page of the quotation and put rubber stamp, seal below his signature and seal the quotation in an envelope.
- 51. Liquidated Damages (L.D) :** If the contractor fails to maintain the required progress or to complete the work and clear the site before the **Contract Completion Period** Or, extended date period of completion, he shall without prejudice to any other right, pay as agreed compensation amount of 0.5% of contract amount per week of delay , subject to maximum of 10.0% of contract amount as Liquidated Damages.
- 52.** Records & measurements: Measurements shall be taken jointly by Corporation's Officers / Engineer and contractor and shall without any extra charges provide assistance with appliance/ Equipment; labour and other things necessary for the work and measurements will be signed and dated by both the parties on completion of measurements. ONLY FAIR FACE MEASUREMENT SHALL BE CONSIDERED FOR PAYMENT.  
Standard Mode of Measurement Procedure as prescribed in the IS Code , shall also be kept in mind during taking Site measurements.
- 53.** Safety measures: The contractor at the time of breaking Structures / plaster etc. to safeguard adjacent property, corporation's property, employees, general public, etc. The contractor shall follow all the safety measures (should comply with the corresponding IS Codes / Specifications / Standard Practices , in respect of the related Works.) while carrying out the work. Employer that is corporation shall not be liable for any compensation due to accident, any mishap or negligence.
- 54.** If there is delay in commencement of work for any reason, the Corporation shall not be liable for any compensation.
- 55.** If at any point of time during the progress, it is observed that the contractor is not carrying out the work with due diligence, care and lagging much behind the Time- schedule or fails to gear up the work despite instructions from corporation's Architects/engineer, the corporation reserves the right to terminate the contract with 7 days' notice. In such case, the contractor shall be liable to pay the employer any extra cost involved for the completion of the said work and will not obstruct any way in completing the work through other agency. After completion of entire work the contractor shall be paid for the actual work executed by

him at the quoted rates after deducting any claims, damages. In case of such termination the security deposit held by the Bank may be forfeited .

56. First Aid: The contractor shall be responsible for all first aid and he shall keep the site fully equipped to meet such emergency.
57. Supervision: The contractor is required to have on site during all working hours a competent supervisor who will be responsible for the conduct of worker and who shall have knowledge, experience & authority to receive and act on such instructions issued by the Officer / Engineer of the Corporation.
58. All work shall be carried out in a workman-like & well planned manner to the entire satisfaction of the JCI Officers / Engineers.
59. Compliance of Rules , Regulations ,Laws & Bye-Laws :

The contractor shall be fully responsible for observance of all labour laws applicable including local laws and other laws applicable in this matter and shall indemnify and keep indemnified JCIL against effect of non observance of any such laws. The contractor shall be liable to make payment to all its employees and make compliance with labour laws . If JCIL is held liable as “Principal Employer” to pay contributions etc. under legislation of Govt. decision in respect of the employees of the contractor then the contractor would reimburse the amount of such payments/ contribution etc. to JCIL and the same shall be deducted from the payments, security deposit etc. of the contractor.

**59A. The successful Bidder shall sign a separate Agreement, apart from Work-Order.**

60. Transfer of Tender Documents: Transfer of tender documents purchased by one intending tenderer to another is not permissible.
61. Safety: The contractor shall carry out the entire work in a workman like manner having full regard for the safety of the men working at site. All safe practices shall be strictly adhered to by the workmen of the contractor like wearing helmets, safety belts / harness when working at heights, gloves when handling sharp objects and reinforcement, eye shields during welding, safety shoes, etc. The contractor shall protect sides of openings in floor slabs, edges of slabs, stairs, stairwells etc. with barricades, warning signs / lights and educate all his workmen regarding following safe working practices. He shall provide first aid boxes at site.

The Contractor shall sign & stump a ‘BASIC SAFETY GUIDELINE’ Undertaking , to be issued from JCI’s end.

In spite of following proper Safety methods, in case of any unfortunate accident that may occur , the contractor shall Indemnify the employer against any expenses or claims towards treatment or compensation

62. A Daily Diary Register: Details of work for Day to Day proceeding and A Site Diary will be written up every day and jointly to be signed by the Officer/Engineer of JCI and the Contractor’s representatives as a token of authenticity , as mutually agreed upon.
63. Nuisance: The contractor shall not at any time do cause or permit anyone to do or cause any Nuisance on the site or do anything which shall cause unnecessary disturbance of inconvenience to the Employer or to the owners, tenants or occupiers of other properties near the site and to the public generally.

**64. Deviations / Variations Extent and Pricing :**

The Engineer-in-Charge shall have power : (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

The completion cost of any agreement for Repair , Maintenance related works including works of upgradation, aesthetic, special repair, addition/ alteration shall not exceed 1.25 times of Tendered amount ( or, Amount of Contract) . Any further deviation beyond this limit up to 1.5 times of tendered amount shall be approved by Chief Engineer ( or , Appropriate Authority) with recorded reason and in exceptional case, Chief Engineer shall have full power to approve the deviation beyond 1.50 times of tendered amount with recorded reason and take suitable corrective action.

**Revised BOQ :** As per changing needs, Or, situational Demands, the BOQ may be Revised to meet the specific requirements of the Corporation.

**65. Rights, remedies and powers:**

I. Termination of contract due to contractor's default. If the Contractor:

- a. Abandons the contract. Or,
- b. At any point of time defaults in proceedings with the works with due diligence and continues to do so after a notice in writing of seven days from the Civil Engineer Or Officers or Employer on behalf of JCI. ,Or,
- c. Commits default in complying with any of the terms and conditions of the contract and do not remedy it within 7 days after a notice in writing is given to him on that respect from the Civil Engineer or Officers or Employer on Behalf of JCI.
- d. Persistently disregards the instructions of the Civil Engineer, Officers or contravenes any Provision of the contract ,or
- e. Fails to remove materials from the site or to pull down and replace work after receiving from the Engineer, or officer's notice to the effect that the said materials or works have been rejected.
- f. Fails to complete the works or items of work on or before the stipulated date (s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Civil Engineer, officers or Employer ,or
- g. Offer or gives or agrees to give to any person in the Employer's service or to any other person on this behalf, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do so for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract from the Employer ,or ,
- h. Being an individual, or if a firm, any partner thereof, shall be at any time be adjudged insolvent or have a receiving order or or, order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for

the benefit of his creditors or support so to do, or any application be made under any of the following :-

- i. Being a company, shall pass a resolution or the court shall make an order for the liquidation of its affairs, or a appointed or circumstances shall arise which entitle the court or debenture holders to appoint a receiver or manager ,or
- j. Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days ,or
- k) Assigns, transfers, sublets (engagement of labour on a piece work basis or of labour With materials not to be incorporated in the work, shall not be deemed to be sub-letting) or attempts to assign, transfer or sub-let the entire works ,or any portion thereof without the prior written approval of the employer.
- I. Blacklisting Clause : In the event at any time , any of the Documents found Fabricated / Forged/ Tampered/ Altered / Manipulated in the Tender, then the EMD of the Contractor would be Forfeited and he/they himself / themselves would disqualify for Future Participation in the Tenders of JCI Works for the next Five (05) Yrs.
- II . The corporation may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter as the Employer by written notice determine the contract either as a whole or in part. Upon such Termination of the contract in whole or in part, the security deposit with the Employer in respect of the contract shall stand forfeited to the Employer without in any way affecting the rights of the Employer.
- III. Rights of the employer after termination of the contract due to contractor's default. Civil Engineer/ Officers shall on such termination have powers to:
  - a Take possession of the site and any materials equipment, plant, implements stores etc. thereon, and /or ,
  - b Carry out the incomplete work by any means at the risk and cost of the contractor.
- IV. On Termination of the contract in full or in part, the Civil Engineer shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by the Corporation . In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation or the value of contractor's materials to be present so as to record the measurements in his presence. If the contractor fails to be present in response to the notice, the recording of measurements shall be proceeded ex-parte and the measurements as recorded shall be binding on the contractor.
- V. The Corporation shall have the right to use contractor's plant, machinery and materials on the balance work but shall not in any way be responsible for any damage or loss of the same and the contractor shall not be entitled to any compensation thereof .

**66. Force Majeure :**

Any delay in or failure to perform by the either party, shall not constitute default so as to give rise to any claim for damages, to the extent such delay or failure to perform is caused by an act of God, or by fire, explosion, flood or other natural catastrophe, or any pan demonic situation governmental legislation, orders or regulation etc. Failure to hand over the entire site and / or release funds for the project, for reasons attributable to the above factors shall also constitute force majeure. The time for performance of the obligation by the parties shall be deemed to be extended for a period equal to the duration of the force majeure event.

Both parties shall make their best efforts to minimize the delay caused by the force majeure event. If the failure / delay of the client /owner in handing over the entire site and / or in releasing the funds continues even on the expiry of the stipulated date of completion, JCIL, may, at the request of the contractor, foreclose the contract without any liability to either party.

**67. ARBITRATION :**

Any dispute and differences relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof in respect of which amicable settlement has not been reached shall be referred to the Sole Arbitrator to be appointed by Jute Corporation. However The work under the contract shall continue, during the Arbitration proceedings. The award of the arbitrator shall be final , conclusive and binding on both the parties.

The provision of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force , shall apply to the arbitration proceeding under the clause.

**JURISDICTION:**

The Contract shall be subject to the Courts of Kolkata Jurisdiction only.

## APPENDIX TO THE CONTRACT DOCUMENTS

1. Defect liability period ( DLP) : 12 (Twelve) months from the Date of Issuance of Completion Certificate' by JCI end.
2. Date of commencement : Within Seven (07) Working Days after the contract will be accepted by the contractor , Or, Hand-Over of the Site ( whichever is earlier).
3. Date of completion : TWENTY ONE (21 DAYS) from the Date of 'Commencement of Work (to be counted as 'DAY-01' in the record) at Site.
4. Liquidated Damage (L.D) : 0.5 % of order value per Week of delay subject to maximum extent upto 10.0% of Contract value .
4. Completion Certificate : Will be issued after successful completion of the work , and after checking of the Work by Appropriate Authority of JCI.
5. Payment Terms :
  - i) 80% of Final Certified bill amount within 30 days from 'Work Completion Certificate'
  - ii) Rest 20 % of Certified bill amount within 90 days from 'Work Completion Certificate'.
  - iii) TDS shall be Deducted as per Rule.
  - iv) Other Financial Components will be applicable as per Rule.
6. Total Security Deposit (S.D) : 5% of the Total Contract Amount ( EMD to be converted into Security Deposit . S.D ) will be refunded on completion of 01 (One) Year from the issue of 'Completion Certificate' by JCI.  
This Amount shall be considered as 'Performance Security', by mode of 'Demand Draft' Or, 'Pay Order'.
7. Retention Money : Further 5% of Certified Bill Value will be deducted from Running Account bills and will be retained for a period of One (01) Year from the date of issue of completion certificate.  
The Retained Amount will be release after defect liability period (DLP) will be over.
8. Earnest Money (EMD) to be submitted : 5% of the total Tendered Value , by mode of Demand Draft /Pay order.

# PRICE BID

AS PER BOQ IN SEPARATE ATTACHMENT , QUOTES TO BE GIVEN AS 'A' , ..... % ABOVE OR BELOW OF THE BOQ AMOUNT , WITH RESPECT TO THE TENDERED VALUE .

SIGNATURE OF THE BIDDER  
WITH STAMP



## ELIGIBILITY CRITERIA FOR CONTRACTORS

BIDDERS WHO WANT TO PARTICIPATE IN ABOVE TENDER WOULD HAVE FOLLOWING MINIMUM ELIGIBILITY CRITERIA: (**Technical Qualifications**)

- a. Tender Fees .
- b. EMD .
- c. Should have valid Trade License .
- d. Contractor must have been Registered with GST Authorities ( Copy of GST Registration Certificate to be enclosed) .
- e. **P.F an E.S.I Clause** : (i) The Bidder shall comply with the requirements of P.F Act & it's Amendments and all other Relevant Acts. And, Bidder will furnish Undertaking in this regard judiciously. The Bidder Co. also give Undertaking as to it complies with all relevant E.S.I Laws.  
(ii) An 'Indemnity Bond' on stamp paper may be given by the Bidder as to indemnify the Corporation against all liabilities.
- f. Notarized Declaration required regarding Compliance of 'Labour Welfare Cess' under prevailing Laws & Practices.
- g. **Income Tax Assessment order /Return** : At least of Last Three (03) Financial Years .
- h. Notarized Certificates of Declaration reg. 'Non-Blacklisting' from any of the Previous Employer etc.
- i. Registration certificate as Government Contractor/PSU contractor/large Private Sector Enterprises, may be an added advantage.
- j. Experience ( work order/completion ) certificate of value not less than the amount specified in NIT Pg. No. 19 ( **Appendix –B**).
- k. Contractors who have already completed successfully similar nature of Restoration type Works, i.e. Renovation Works may be given preferences. .
- l. Bidder should have adequate financial capacity of not less than amount as specified to undertake the above contract. Necessary proof in form of **Bank Statement of Minimum for last 01 Year , or , Solvency certificate from his banker** to be submitted .

All the above Statutory documents to be self-certified by the Bidders and to be submitted in an envelope marked as "**TECHNICAL BID**" for civil works for mentioned DPCs / Work-Zones.

## PROCEDURE FOR TENDER SUBMISSION

This is a two packet Bid submission process:

1. **Technical Bid** ( Envelope -1) Consisting all relevant Technical Documents, Tender fees & EMD .
2. **Financial Bid** ( Envelope-2) Consisting Financial Documents, based on overall % quoted above or below .

Both the Bids should be placed in a **BIG envelope** marked as "**BID for Repair, Maintenance & Partial Construction Works at Mathabhanga DPC** " in entirety and to be submitted within scheduled date and time to the H.O., i.e. 'The Jute Corporation of India Ltd. 15N, Nellie Sengupta Sarani, HUDCO Building, 7<sup>th</sup> Floor, Kolkata-700087',

**In Tender Box.**

[ \*N.B. : Detail Bid submission procedure has been mentioned in Pg. 03 of this Tender Document.]

## **SELECTION OF CONTRACTOR**

Selection of contractor would be done based on Technical Qualification and Financial Bid. Those who will qualify in Technical Bid , their Financial bid will be opened and ultimate selection will be done on the basis of **Lowest Quoted Bid ( L-1)** for above said works.

APPENDIX – B [CREDENTIALS].

- i) Intending Bidders should produce Credentials of Average annual financial turnover during the Last 03 Financial Years , ending 31<sup>st</sup> March of the previous financial year , should be at least 30% of the Tendered Value . Turnover of associates / sister concern / tie-up firm will not be considered. Parties should submit notarized copies of audited balance sheets, Profit & loss statements for above financial years. Or,
- ii) Intending Bidders should produce Experience of having successfully completed similar nature of works during last 07 years ending last day of month previous to the one in which applications are invited should be either of the following :-
- a. Three similar nature of completed works , each costing not less than the Amount equal to 40% of the Estimated cost. Or,
  - b. Two similar nature of completed Works , each costing not less than the Amount equal to 50% of the Estimated cost. Or,
  - c. One similar nature of completed Works , costing not less than the Amount equal to 80% of the Estimated cost. Or ,
- d. Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 80% or more and value of which is not less than the desired credential amount mentioned in Tender.
- In case of Running Works, only those Tenderers who will submit the Certificate of satisfactory running works from the concerned Executive Engineer, or, equivalent competent authority will be eligible for the Tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e. the Tenderer.

APPENDIX – C

UNDERTAKING

I , the Proprietor / Director / Authorised Representative , undertake to assure you ( JCI) that we are would be abiding by relevant Laws & Bye-Laws of the country & state with respect to Labour , Work Contract Act , Tax Norms ( I.T, GST , Service Tax etc. as applicable) .

We, would also abide by the policies / Rules claimed by The Jute Corporation of India Ltd. , for contractors / Vendors / Service Providers.

We or our personnel engaged in the Work or during Tender processes , will not create any nuisance or difficulty to the stuff , members or, neighbours of JCI , in & around the Work premises / Site of JCI.

.....  
Signature of the Bidder Or Authorized representative.

**ANNEXURE- B**

<b><u>BASIC LIST OF MAKES / MANUFACTURERS' OR, APPLICATORS FOR CIVIL , MECHANICAL , ELECTRICAL WORKS FOR MATHABHANGA DPC REPAIRING PROJECT '2020 :</u></b>			...../..../2020
<b>SL. NO.</b>	<b>Description of materials</b>	<b>Recommended Make</b>	<b>Remarks</b>
<b><u>I. Cement &amp; cement putty :</u></b>			
1	OPC / PPC ( Grade - 43).	ACC / ULTRATECH / LAFARGE / AMBUJA / BIRLA GOLD or , BIRLA SAMRAT / JSW / DALMIA / RAMCO etc.	i) Should Conform to IS:8112-1989 for Ordinary Portland Cement. ; ii) Should Conform to IS:1489 (Part -2)_1991 , for Portland Puzzolana Cement.
2	White cement .	BIRLA WHITE / JK CEMENT.	Should conform to IS: 8042.
3	Cement Putty.	BIRLA WHITE / JK CEMENT/ ASIAN WALL PUTTY.	Should conform to IS : 419 - 1967.
<b><u>II. Concreteting :</u></b>			
1	During making of Concrete , Mixture Machine to be used of Minimum capacity ( Specification 10/7 ).	Standard Manufacturing Brand preferable.	(10/7) Concrete Mixture with mechanical hopper required . * Concrete mixture should have production capacity of around 6.5 CUM. Of Concrete Per Hr.
2	Construction Chemicals ( Water-Proofing materials , Admixtures etc.).	FOSROC / SIKA / CICO , Or, equivalent.	
3	Shuttering oil.	FOSROC-STP / SIKA / CICO / BASF , Or, equivalent.	
<b><u>III. HYSD Bars (TMT bars) / Structural Steel Works/ TRUSS ROOFING :</u></b>			
1	HYSD Bars .	SRMB / SHYAM or equivalent.	Other than SAIL/TATA/ RINL , proposed in BOQ. * N.B.: should conform to IS 1786-2008 , IS 2830 - 2012 & IS 2062- 2011.
2	Structural Steel .	TATA / JINDAL / SAIL .	Should conform to IS : 806-1968 , and, IS : 1161-1998.
3	High Tensile Bolts .	Unbrako / GKW / HILTI.	
4	Chemical / Mechanical Anchor fastener.	HILTI / FISCHER / MKT( Germany) Axel.	
5	Nuts , Bolts and Screws , steel.	KUNDAN / PRIYA / ATUL.	
6	CGI Sheet (Corrugated) & Plain	TATA / JINDAL/ HINDALCO/	Should conform to IS : 277-2003.

	Sheet .	SAIL.	
7	FRP Translucent Sheet ( Plain & Corrugated).	EVEREST / EVERLITE Or equivalent.	Should conform to IS:12866-1989.
8	Welding electrodes.	ESLAR Or equivalent.	Should conform to IS : 814-2004.
<b>IV. <u>PAINTS :</u></b>			
1	Oil bound washable distemper , Plastic emulsion paints & Synthetic Enamel paints.	ICI/ BERGER/ ASIAN PAINTS / NEROLAC .	
2	Water-Proof cement paint .	SUPER SNOWCEM / ACRO PAQINTS / ASIAN PAINTS / ULTRA TECH.	
3	Weather Shield Paint ( Exterior type paint).	ICI/ BERGER/ ASIAN PAINTS .	
4	Red-Oxide Primer	SHALIMAR / ASIAN/ BERGER / MURARKA .	
5	Steel Primer .	SHALIMAR / ASIAN/ BERGER / MURARKA.	
<b>V. <u>SANITARY FITTINGS, FIXTURES &amp; PIPES :</u></b>			
1	G.I pipes.	TATA / JINDAL .	Should conform to 'IS 1239 ( Part 1):2004.
2	G.I Fittings .	UNIQUE / KS / AMCO/ AVR/RR , or equivalent.	
3	Gun metal valves , globes .	ZOLOTO/ LEADER/CIM Valves/ KILBURN.	
4	PTMT Water Taps & PTMT Fittings .	PRAYAG / WATERTEC / SUPREME , Or, equivalent.	
<b>VI. <u>OUTDOOR LIGHT , ELECTRICAL FITTINGS &amp; FIXTURES etc. :</u></b>			
1	Outdoor illumination LED light.	PHILIPS / HAVELLS / CROMPTON / BAJAJ.	Should conform to the following Technical specs.: i) System Wattage (W)_ 36 to 70.0 . ; ii) IP Rating _ IP-66 ; iii) Lumen Output(lm)_ 3500 to 7000. ; iv) Operating Voltage : 140.0 Volt - 270.0 V AC, 50.0 Hz. ; v) Should meet lighting requirement for A2/B1 Category Road , as per IS 1944.
2	MCCB	LEGRAND / SCHNEIDER / ABB / L&T.	
3	Fuse Switch / Load Isolator	LEGRAND / SCHNEIDER / ABB / L&T.	
4	Switches .	SCHNEIDER / ANCHOR / HAVELLS .	

5	Terminals .	ELMEX / ESSEN.	
6	Wires .	HAVELLS / FINOLEX / MESCAB / POLYCAB.	
7	PVC conduits .	AKG Or, Equivalent brand.	

**\*\*N.B.:** 1. In all the above 'Make-List' cases , MTC or Test Certificate from NABL Accredited Test House , shall be required by JCI .

2. In case of non-availability of recommended make, written permission to be taken from appropriate Authority of JCI , if the Contractor proposes for some other Brands , with the purpose for executing specific Items of Work .

Financial Proposal/ Phase-III Tendering/TENDER BOQ. .						
JCI/JTM/DPC/Mathabhanga (Under CoochBehar R.O,West Bengal ).						
For Repairing & small Renovation Works of WareHouse at JTM (MM-III) DPC of JCI at Mathabhanga ,W.B.						
SL. No.	Abstract of Cost Estimates	Repairing & partial renovation of JTM of JCI				
	Sub Heads :	Quoted Cost (In Rs.)				
A.	Repairing & small Renovation Works at Ware-House portion.					
	Grand Total of above Sub Heads :					
Sl. No.	DESCRIPTION OF WORK	BOQ				Remarks
		Unit	BOQ Qty.	Rate (Rs.)	Amount (Rs.)	
A.	Repairing, Patch Work & Renovation Work :					
1.0	Taking out carefully G.C.I. or C.I. (including ridges etc.) from roof or wall after unscrewing bolts, nuts, screws etc.and stacking the material at site as directed.	SQ.M.	605.00			All necessary scaffolding arrangements to be done by the Contractor .No extra Charge shal be claimed on Account of such ancillary Activities.
2.0	Galvanised corrugated iron sheet work (excluding the supporting frame work) fitted and fixed with 10 mm. dia J hook-bolts, limpet and compacted bitumen washers and putty complete with 150 mm. end lap and 1.5 corrugation minimum side lap. (Payment to be made on area of finished work & GCI sheets to be supplied by contractor ). (i) In Roof:- a) With 0.60 mm thick sheet.	SQ.M.	572.00			All necessary scaffolding arrangements to be done by the Contractor .No extra Charge shal be claimed on Account of such ancillary Activities.
3.0	Brick work with 1st class bricks in cement mortar (1:6)...(b) In superstructure, ground floor.	CUM.	3.572			Gr. Floor ' refers to Ht. Upto 4.0 Mtr. From FL. Lvl. Of Godown. All necessary scaffolding arrangements to be done by the Contractor .No extra Charge shal be claimed on Account of such ancillary Activities.
4.0	Add extra for basement and each additional floor over the rate for ground floor on item Nos. 3.0....(b) (a) Upto 4th floor.	CUM.	3.572			Gr. Floor ' refers to Ht. Upto 4.0 Mtr. From FL. Lvl. Of Godown. All necessary scaffolding arrangements to be done by the Contractor .No extra Charge shal be claimed on Account of such ancillary Activities.
5.0	Plaster (to wall, floor, ceiling etc.) with sand and cement mortar including rounding off or chamfering corners as directed and raking out joints including throating, nosing and drip course,scaffolding/staging where necessary (Ground floor). [Excluding cost of chipping over concrete surface].....(i) With 1:6 cement mortar..(b) 20 mm thick plaster..	SQM.	46.770			
6.0	Removal of rubbish,earth etc. from the working site and disposal of the same beyond the compound, in conformity with the Municipal / Corporation/ Panchayat Rules for such disposal; loading into truck and cleaning the site in all respect as per direction of Engineer in charge.	CUM.	60.00			
	Sub head works A :					

Note: Bidder's Quoted Rates should include GST & Other Aplicable Financial Components.