

भारतीय पटसन निगम लिमिटेड

(भारत सरकार की संस्था)

The Jute Corporation of India Limited

(A Government of India Enterprise)

15N, Nellie Sengupta Sarani, 7th. Floor ,Kolkata – 700 087

CIN - U17232WB1971GOI027958

REQUEST FOR PROPOSAL (R.F.P) FOR OPERATIONALIZING 02 NOS. WEIGH-BRIDGES OF JCI (AFTER NECESSARY REPAIRING, MAINTENANANCE) AND THEREBY OPERATING INITIALLY FOR A PERIOD OF 03(THREE) YEARS.

INSTALLED ADJACENT TO KALNA & PANDUA DEPARTMENTAL PURCHASE CENTRES OF JCI HAVING POSTAL ADDRESS AS FOLLOWS:

1) KALNA DPC OF THE JUTE CORPORATION OF INDIA LTD.
AT R.M.C COMPLEX , ZEWDHARA
P.O. - KALNA , DISTT.- PURBA BARDDHAMAN, PIN- 713 409 , W.B.
(UNDER KRISHNAGAR R.O. OF JCI) .

2) PANDUA DPC OF THE JUTE CORPORATION OF INDIA LTD.
AT R.M.C COMPLEX , VILL. – DHAIPUKUR.
P.O. – PANDUA , DISTT. – HOOGHLY , PIN – 712 149 , W.B.
(UNDER KOLKATA RLD. OF JCI) .

OF

THE JUTE CORPORATION OF INDIA LIMITED, A GOVERNMENT OF INDIA ENTERPRISE UNDER THE MINISTRY OF TEXTILES, GOVT. OF INDIA.

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1. COMPANY BACKGROUND :

The Jute Corporation of India Ltd., A Government of India Enterprise (JCI) is the nodal agency of Govt. of India to conduct Minimum Support Price (**MSP**) operation of Jute through its' network of DPCs in all major jute growing states.

Now-a-days JCI have expanded it's presence in the area of marketing of Jute based Diversified Products (**JDP**) ranging from shopping/fancy bags, files to floor coverings etc. and Jute Geo textiles (**JGT**) etc.

2. PROJECT OVERVIEW :

JCI has the facility of Weigh-Bridges (installed but not commissioned condition) adjacent to Kalna & Pandua Departmental Purchase Centre (DPC)s .

JCI Kalna weighbridge is situated just alongside on the 'Saptagram – Tribeni – Kalna- Katwa' State Highway & near to Kalna Rly. Stn.

JCI Pandua weighbridge is situated just alongside on the 'G.T' road & near to Pandua Rly. Stn.

In terms of business point of view, the location of weigh-Bridge is also very significant : JCI Kalna weighbridge is located at the entrance point within the 'Kalna Regulated Market Committee' campus .

JCI Pandua weighbridge is located within the Pandua Regulated Market Committee campus. Nearest weighbridge towards Bandel is approx. 5.0 Kms. and nearest weighbridge towards Memary is approx. 6.0 Kms.

JCI invites Proposals from Manufacturers / Vendors / Traders / Merchants who possess similar nature of experience for repair & operationalizing at their cost and outsourced operations of the said weigh-bridge on behalf of JCI as per the Terms & Conditions, mentioned in this document on a revenue sharing basis.

3. R.F.P TARGET DATES :

a) **R.F.P No.:** JCI/ O&M / Weigh-Bridge commissioning & operationalizing /R.F.P_ Kalna & Pandua / 2021- 22/ 01, Date – 17 /01 /2022.

b) Start Date of Submission of R.F.P : 17/01/2022 at JCI Head Office in **RFP Bid Submission Box** from 2:00 p.m.

c) Pre-Bid Meeting of the R.F.P : 24/ 01/2022 at JCI Head Office at 03:00 p.m. The meeting can also be accessed through online VC. Necessary online links will be shared from JCI H.O. , if the bidder approaches JCI over phone or other medium of communication.

d) Last Date of Submission of R.F.P : 07/02/2022 at JCI Head Office in 'specified RFP bid submission Box' upto 5:30 p.m.

e) Opening of submitted R.F.P bids : 08/02/2022 at JCI Head Office in Kolkata

at 03:00 p.m.

Interested Vendors/Traders/Merchants who are willing to do business with the Corporation can apply with their full particulars as enquired in the R.F.P Document which can be downloaded from JCI website "<http://www.jutecorp.in/tender/>", OR, from "CPP Portal (<https://eprocure.gov.in/eprocure/app>)".

4. **SCOPE OF WORKS :**

- a) The selected bidder has to arrange all kinds of necessary repairing; to execute re-installation complete mechanical, instrumentation process & to commission the system, viz. the whole weigh-bridge system required to be converted into operational mode by the selected bidder. Repairing & re-installation should be completed in all respect by the selected agency at it's own cost. JCIL will bear no monetary and Labour related responsibility and liability whatsoever in terms of repairing, re-installation & commissioning.
- b) Thereafter, operating the weigh-bridge for a period of three (03) years.
- c) During the operation, all maintenance & operation related cost including arranging electricity & necessary lighting arrangements ,will be borne wholly by the selected Agency only. His scope of works will also include all Civil related works like making /repairing necessary Approach roads , Ramps, clearing of earth , Cutting & Filling of earth/ dumped soil (if any), cracks repairing , any structure to be dismantled afterwards to be reconstructed (if required). JCI will bear no monetary and Labour related responsibility & liability whatsoever.
- d) After repairing, necessary stamping by Legal Metrology Department should be done by the elected Agency and subsequently 'The Legal Metrology Certified Document' shall be submitted to JCI.
- e) A Standard Operating Procedure (SOP) shall be prepared by the selected Agency and may be submitted to JCI, in order to maintain right kind of Administrative co-ordination between the two parties.
- f) During the period of the Agreement, the Agency must maintain necessary HSE (Health, Safety & Environment) Norms during their tenure. The Agency must also maintain criteria of Statutory P.F, E.S.I and Labour Laws etc. Selected party shall need to provide 'INDEMNITY BOND' on stamp paper as to indemnify the Corporation against all liabilities regarding P.F, E.S.I & Labour Laws related liabilities after signing of Agreement.
- g) The selected Agency should maintain proper Organizational Structure during their Operation.
- h) Operation of both the weighbridges should be started within 90.0 days after signing of Agreement.

- i) Necessary repairing, allied and all related works should be completed within this time period.
- ii) The Agency should plan accordingly & should submit the plan to JCI & discuss as to maintain right kind of co-ordination.

5. SUBMISSION REQUIREMENTS / QUALIFICATION CRITERIA :

For above business opportunities '**Basic Qualification Criteria_ TECHNICAL**' are as follows:-

- a) Price of the RFP document – Rs.100/- for each weighbridge site ; by way of Pay Order / Demand Draft issued from any scheduled bank , favouring 'THE JUTE CORPORATION OF INDIA LIMITED , payable at KOLKATA'.

So, total payable amount is **Rs. 200/-** only.

- b) **Trade License and Registration:** Bidder must have valid registration with necessary Trade license, PAN, GSTIN.

- c) **Experience & financial capacity:** The Bidder should have experience of operating Weigh-Bridges, Or, should possess similar experience. 'Bank Solvency Certificate' or Statement from Bidder's Banker to be submitted for minimum last one year.

- d) **EMD Value:** Rs.10,000.00 (Rupees Ten Thousand only) per weighbridge site by mode of Demand Draft or Pay-Order, to be issued from any scheduled bank, favouring 'THE JUTE CORPORATION OF INDIA LIMITED, Payable at Kolkata , per site. So, total payable amount is **Rs. 20,000/-** only.

- e) Authenticated copy of documents, duly self-attested, Work-Orders/ Completion Certificates of last 03 Financial Yrs. & Completion Certificates of similar kind of merchandising, to be submitted along with this RFP.

- f) The Bidder / Agency shall submit only one proposal. More than one proposal shall be rejected.

- g) Income Tax Return Form along with Acknowledgement & TAR (filed online) of last 03 Financial Years (F.Y.)s , **And** , Audited Balance sheet & P/L A/c. **or**, Turnover certificate for last three (03) Financial yrs. , by C.A / ICWA , to be submitted.

- h) All the submitted Documents should be Self- attested and stamped by the bidder Agency to be submitted physically **or** by Registered / Speed Post in the Tender Box will be kept at H.O.

This is a **Two Packet R.F.P Bid** Submission process :

- I. Technical Bid envelopes (of Kalna & Pandua sites separately)_ consisting of above mentioned Technical Documents.

II. Price - Bid (of Kalna & Pandua sites separately) consisting of Financial documents, i.e. **Offer Price as Quoted** by the respective Bidder.

Bid / Offer to be placed in another BIG Envelope having all the enquired Criteria inside, marked as **“R.F.P for Operationalizing 02 no. Weigh-Bridges (after necessary repairing & installation etc.) installed adjacent to Kalna & Pandua DPC and thereby operating initially for a period of Three (03) Years, with RFP No. & Date”** and RFP to be submitted on scheduled date & time to “The Jute Corporation of India Ltd.; 15N, Nellie Sengupta Sarani, HUDCO Building , 7th floor, Kolkata – 700087” in **R.F.P Bid Box**.

The Bidder at his own responsibility is required to ensure submission of the R.F.P document (complete in all respect) within the due date & time. R.F.P(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 Bid documents.

The Corporation will not entertain any plea verbal Or through correspondences reg. the acceptance of late Bid Or the extension of due date.

- i) During R.F.P Process, the R.F.P Evaluation Committee (E.C) may call upon any Bidder for clarification on the statements & supporting documents/documentary evidence relating to the Technical Bid. The Bidder has to furnish the clarification called for, in writing within the stipulated time as fixed by the E.C.

And, in case of failure to do so, the bidder may be considered Disqualified.

- j) **Non-Blacklisting Clause** : Notarized certificate of declaration regarding non-blacklisting from any of the Previous employers of the bidder etc.
- k) The Bidder or Bidders' personnel will not create any nuisance or difficulty to the staff, members or, neighbours of JCI, in & around the Work premises / Site /Offices of JCI, at any stage of R.F.P process or thereafter. The Bidder shall give Undertaking on their official Letterhead / Pad in this regard.

- k) Bid submission procedure : The bidder should bid for both the weighbridge sites, in separate envelopes but both envelopes to be marked as 'Technical bid' for respective sites mentioning the RFP ref. no. . Price – bid(s) of both the weighbridge sites are also need to be put in separate envelopes mentioning RFP ref. no.

So, for each weighbridge sites , there will be 02 nos. envelopes .

Now , these 04 nos. envelopes will need to be put within a bigger envelope, and to be marked as **“R.F.P for Operationalizing 02 no. Weigh-Bridges (after necessary repairing & installation etc.) installed adjacent to Kalna & Pandua DPC and thereby operating initially for a period of Three (03) Years with RFP ref. No. & Date”** .

6. TARGET BUDGET, Or, 'PRICE-BID':

The Price-Bid must be submitted in separate sheets & in separate envelopes, for each of the weighbridge sites , but both to be marked as 'Price bid' for respective sites mentioning the RFP ref. no.

Revenue sharing proposal shall be offered by the Party.

Amount as 'Monthly rent', shall be considered as Rs.5,000/- Per Month plus % (percent) [to be put by the bidder] on the Total Sales Turn Over per Month.

So, the Consolidated Monthly Revenue proposal will be = {Rs.5000.00 +% on month's Sales Turn over (**M**) [In bidding time, based on anticipated value (**M**) but during practical payment time, may be on Actual monthly Turnover]} = '**A**' (**Say**)

The Quoted value '**A**' shall be paid to JCI (by the selected Agency) as Profit Sharing Partner.

*Note - It shall be noted that minimum monthly amount of Rs. **Y**/- (say) has to be paid by the Agency (successful through bidding process) even if the practical monthly revenue generation is less than 'Rs. **M**/' ;

Where, **Y**= Rs. 5000/ + '**x**' % of Rs. '**M**' .

7. EVALUATION MATRICES :

- a) Initially selection will be made based on Credentials (ref. Clause no.05 vide Pg. nos. 5& 6 of this R.F.P) and submitted Price-Bid (as per Clause no. 06 of this RFP).
- b) 'H1' Bidder may or may not be awarded the work. Bidder's overall credentials' i.e., experience & Financial Capacity shall also be taken into consideration.

8. OTHER TERMS & CONDITIONS:

- a) RFP bid Fees is Non-refundable.
- b) Corporation reserves the right to accept / reject any or all Bids in part or in whole without assigning any causes as on date or, thereafter.
- c) Interested Bidders may visit or inspect the Site at their own cost.
- d) Earnest Money Deposit (EMD) of successful bidder shall be treated as Security Deposit. The contractor should pay this amount to the corporation by D.D or P.O at the time of submission of R.F.P Bid. This amount shall be retained by the Corporation till the expiry of Agreement of Three years .The contractor should note that no interest will be allowed on his Security Deposit.
- e) Decision of the Corporation shall be final and binding on any matter connected with the R.F.P bid & execution related work. In the event if there is some dispute, the matter shall be firstly discussed mutually based on the terms and conditions of this contract. However, if the matter cannot be resolved then the same shall be referred to Arbitration.
- f) Return of EMD of unsuccessful Bidders: EMD shall be refunded to unsuccessful bidders, within Forty (30) days after the opening of the PRICE-BID / Tender verdict from the Competent Authority arrives, WITHOUT ANY LIABILITY TOWARDS INTEREST Refund.

g) **Arbitration clause:**

- i) In cases of disputes or differences arising out of, or, in relation to the Contract which cannot be mutually resolved, the same shall be referred to Arbitration. The Arbitrator (other than the Employees of the parties to the Contract) shall be a sole Arbitrator and shall be appointed as per the provisions of Arbitration & Conciliation Act, 1996 and its Amendments thereof.

The decision/Award passed by the sole Arbitrator shall be treated as final and binding upon the parties.

The Arbitration proceeding shall be governed by the Arbitration Act and the place of Arbitration shall be Head Office of JCI, Kolkata, excluding all other jurisdiction.

- ii) An Agreement will be made between JCI and the selected Vendor initially for a period of three years.

9. **GENERAL TERMS & CONDITIONS (GCC):**

a) **AMENDMENT OF BID DOCUMENTS**

At any time prior to the last date for submission of bids, JCI may at its own motion or in response to a clarification requested by a prospective Bidder, amend the bid documents by issuing necessary corrigendum(s). The amendment will be notified in the website of the JCI only and will be binding on all the bidders. JCI may at its discretion extend the last date for submission of bids.

b) **SPECIFICATIONS**

Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works/services to be executed under the contract. Bidders are requested to visit the proposed weighbridge sites at their own cost and availability before putting bids.

c) **LOCAL CONDITIONS**

It is imperative for each Bidder to be fully informed themselves of all countrywide as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bid Document. The Bidders shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Bidding Document and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract. No request will be considered for clarifications from the JCI regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided

timeframe. The JCI will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract and shall not permit any changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

d) **FORFEITURE OF SECURITY DEPOSIT**

In the event of Bidder failing to execute the work as per the terms and conditions of the contract and to the full satisfaction of JCI and/or in the event of breach of any terms and conditions of the contract, the Competent Authority of JCI reserves the right to cancel the contract or withhold the payment due to the Bidder in part or full and to forfeit the Performance Security Deposit.

e) **RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS:**

The JCI reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to the award of contract, without thereby incurring any liability to the bidders or assigning any reason thereof. Further, conditional bids shall be rejected outrightly.

f) **SIGNING OF CONTRACT:**

The successful bidder shall execute an agreement with JCI on Non-Judicial stamp paper of value not less than Rs.100/- within **30** days of written communication by JCI in this regard. The stamp duty shall be borne by the parties in equal shares. Failure to do so shall constitute a breach of the contract and JCI will be at liberty to place the Contract with any other agency and the EMD shall be forfeited in such cases. JCI reserves to right to take appropriate action viz., blacklisting the bidder, etc., and recover damages.

g) **WAIVER:**

The failure of either party at any time to enforce any provision of this RFP/ Contract, shall in no way affect its right thereafter to require complete performance by the other party. Further, waiver of any breach of any provision shall not be held to be a waiver for any subsequent breaches. Any waiver shall be valid only if it is recorded in writing and signed by the authorized officials of the JCI.

h) **ENGAGEMENT OF SUB-BIDDERS:**

No sub-Bidder/ sub-agent shall be engaged by the Bidder for accomplishment/ carrying out full or part of any work under the contract. However, if JCI approves in writing, sub-Bidder/ agent can be engaged for the purpose of this RFP/ Contract.

i) **NOTICE:**

All notices or reports permitted or required under this RFP/ Contract or otherwise in connection to the work, shall be in writing and sent to the postal addresses or through official e-mail correspondences.

j) **TERMINATION & MODIFICATION :**

The JCI may, without prejudice to any other remedy or right, by giving not less than 15 (fifteen) days written notice to the Bidder, terminate the contract in

whole or in part:-

- i) If the Bidder breaches any of the terms and conditions of the contract.
- ii) If the Bidder fails to performs/ execute the work within the time period(s) specified in the contract or any extension thereof granted by JCI in writing.
- iii) If the Bidder, in either of the above circumstances, does not remedy its failure within a period of 15(fifteen) days after receipt of the default notice from JCI.
- iv) If the Bidder in the judgment of JCI has engaged in corrupt or fraudulent practices in completing or in executing the contract. In the event, JCI terminate the contract in whole or in part, the JCI may get such services done, upon such terms and in such manner as it deems appropriate and the Bidder shall be liable to JCI for any risk and costs for such similar services.
- v) This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract, thereof.
- vi) In the event that the Bidder or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the JCI shall, by a notice in writing have the right to terminate the Contract and all the rights and privileges of the Bidder/ Agency hereunder, shall stand terminated forthwith.
- vii) If the JCI considers that, the performance of the Bidder/ Agency is unsatisfactory, or not up-to the expected standard, the JCI shall notify the Bidder/ Agency in writing and specify in details the cause of the dissatisfaction. The JCI shall have the option to terminate the Contract by giving 15 days' notice in writing to the Bidder/ Agency, if Bidder/ Agency fail to comply with the requisitions contained in the said written notice issued by the JCI.
- viii) In case the Bidder/ Agency's rights and obligations under this Contract and/or the Bidder/ Agency's rights, title and interest to the equipment/ material, are transferred or assigned without the JCI's consent, the JCI may at its absolute discretion, terminate this Contract.
- ix) Notwithstanding any provisions herein to the contrary, the JCI may terminate the contract with 30 days' notice to the Bidder/ Agency due to any other reason not covered under the above clauses and in the event of such termination the JCI shall not be liable to pay any cost or damage to the Bidder/ Agency except for payment of work/services as per the Contract up to the date of termination.

x) The terms and conditions of the contract may be modified with mutual consent of both the parties as and when required.

k) **TIME IS OF THE ESSENCE:**

Time shall be of the essence of this contract and of each and every part thereof.

l) **DISPUTE RESOLUTION & GOVERNING LAWS:**

Any dispute, differences or controversy of whatsoever nature between the parties arising out of or in relation to this RFP/ contract or touching or relating to construction, meaning, scope, performance, operation or effect of the RFP/contract or the validity or the breach thereof, shall in the first instance be attempted to be resolved amicably through discussions/negotiations between the parties. In the event the same is not resolved amicably within 15 days, such matter(s) shall be referred for Arbitration. The Arbitrator (other than the employee of the parties hereto) shall be a Sole Arbitrator to be mutually appointed by both parties within a period of 15 days from the date of notice by the party concerned, failing which the sole Arbitrator shall be appointed as per the provisions of the Arbitration and Conciliation Act 1996 as amended and the decision/ award of the Sole Arbitrator shall be final and binding upon the parties hereto. The language of the arbitration shall be English and the seat of the arbitration shall be at Kolkata.

This RFP/ Contract shall be interpreted and constructed in accordance with Indian laws and only the Courts at Kolkata shall have exclusive jurisdiction over any matters arising out of this RFP/ Contract.

m) **CONFIDENTIALITY:**

Information relating to the evaluation of tenders shall not be disclosed to Bidders or any other persons not officially concerned with the process until information on award of contract is communicated to all Bidders or the selection process is complete. The undue use by any bidder of confidential information related to the process may result in rejection of its proposal. Except with the prior written consent of the JCI, no party shall at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

n) **NON-DISCLOSURE:**

The Bidder shall not disclose directly or indirectly any information or details of the contract work and/or details of office, operational process, technical know-how, security arrangements and administrative/ organizational matters of the JCI, which may come to possession or knowledge of the Bidder during discharging its contractual obligations under this RFP/ Contract to any third party and shall at all times hold the same in the strictest confidence. The Bidder shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Bidder shall not publish, permit to be published or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the JCI. The Bidder shall indemnify the JCI for any loss suffered by the JCI as a result of the disclosure

of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Bidder, and the JCI shall be entitled to claim damages and pursue legal remedies. The Bidder's obligation with respect to non-disclosure and confidentiality will survive the expiry or termination of this RFP/ Contract for whatever reason.

If the Bidder receives enquiries from Press/ News/ Media/ Radio/ Television or other bodies/ persons, the same shall be referred by the Bidder to the JCI immediately on receipt of such queries.

o) **LIQUIDATED DAMAGES**

If the Bidder/ Agency fails to (a) perform and maintain the required progress, or (b) complete the work stipulated in the contract to the satisfaction of the JCI, without any sufficient reasons thereof, or (c) commits any breach of contract, the Bidder/ Agency shall be liable to pay an agreed compensation amount of **0.5%** of contract amount per week of delay, subject to maximum of **10 %** of contract amount as Liquidated Damages.

p) **STATUTORY COMPLIANCES**

During the entire period of this Agreement, the Bidder/ Agency shall make necessary statutory compliances of EPF, ESI, Gratuity, etc., & all other related laws and rules as applicable from time to time. The JCI shall not be responsible for non-compliance/ violations of any statutory provision/ rules on the part of the Agency and the Agency shall indemnify in case any loss/ damages suffered by the JCI. It will come into effect immediately after signing of this Agreement.

The Agency shall need to provide 'INDEMNITY BOND' on requisite stamp paper so as to indemnify the JCI against all liabilities regarding EPF, ESI & other labour laws related issues & liabilities, including any issues & liabilities arising out of or in connection with Legal Metrology Act/ Rules and any other related laws in force from time to time. The Agency should give the indemnification in the following manner: -

"I/ We hereby undertake to indemnify and keep THE JUTE CORPORATION OF INDIA LIMITED indemnified against any loss and damage that may be caused or likely to be caused, with respect to any proceeding, claims, expenditure or liabilities or non-compliances whatsoever arising out of or in connection or relating to P.F/ E.S.I/ Labour Laws and/or Legal Metrology Act/ Rules and any other related laws in force from time to time. This shall remain binding on the Undersigned/ Agency, legal representatives, executors & successors of the Undersigned/ Agency".

q) **FREE ACCESS**

The Bidder shall provide all necessary and reasonable facilities and free access to the work site and all records at site of work to the JCI. The Bidder shall provide facilities and space to the satisfaction of the JCI for inspection of any part of work, trial run, commissioning & operations.

r) **REQUIREMENTS WHERE THERE ARE NO SPECIFICATIONS:**

In cases where no particular specifications are given for any article or materials or workmanship or operation related issues as stipulated under the

contract/ RFP, the same shall invariably be the best of their respective kinds in all respect and not to the disadvantage of the JCI and in accordance with the requirements, instructions and the specifications prescribed by the JCI in writing.

s) **URGENT REPAIRS**

If by reason of any accident or failure or other event occurring to or in connection with the work/ contract or any part thereof either during the execution of the work/contract or during the period of guarantee, and remedial or other work or repair shall, in the opinion of the JCI be urgently necessary for security and other any purposes, the Bidder shall immediately do such work or repair and all manpower and expenses shall be borne by the Bidder only.

t) **PRICE VARIATION**

Save as specifically provided elsewhere in the conditions of contract or agreed mutually by the parties in writing, the contract price shall not be adjusted in respect of any increase or decrease of cost to the Bidder in carrying out the work by reason of alterations in the rate of wages and allowances payable to labour or change in the conditions of employment thereof or change in the cost of materials, consumable stores, fuel and power or in the incidence of rates of landing charges or the operation of any law or statute or variation in the cost of any other matter or thing of whatsoever nature, subsequent to the date of tender/ RFP.

u) **INTELLECTUAL PROPERTY RIGHTS**

The Bidder shall indemnify the JCI from and against all claims, demands, actions and proceedings and all costs arising therefrom for or on account of license fees, infringement of any patent rights, design, trademark or other protected rights in respect of any plant, machinery, work, materials and process used in connection with the works or temporary works or during the execution of work/ contract.

v) **DEMURRAGE**

In case any demurrage or rent is charged by any authority/ third party for non-removal of any equipment/materials supply of which forms part of this contract, within the prescribed time, the entire amount of such rent or demurrage shall be paid and borne by the Bidder. In such an event, the Bidder shall immediately pay such charges and clear the goods forthwith.

w) **BYE LAWS OF LOCAL AUTHORITIES**

The Bidder shall conform to the provisions of all applicable Acts, which relate to work and to the regulations and byelaws of any local authorities. The Bidder shall give all notices required by the said Acts and pay all fees payable to such authority/ third party. The Bidder shall keep the JCI indemnified against all penalties and liability for every kind of breach of any Act, Rules, Regulations or Byelaws in force and applicable to the work and other related issues.

x) **DAMAGE TO WORKS**

The works/ contract shall be under the Bidder's charge from the commencement to the completion of the same. The Bidder shall be responsible for and to make good all damages and repairs to works

occasioned by fire or other causes and shall indemnify the JCI from any claim for injuries to persons or from structural damage to property, happening from any neglect, default, want of proper care or misconduct on the part of the Bidder or of anyone in his employment during the execution of the work. He shall further take precautions to ensure that no damages occur to adjacent property or structures due to earth work or piling work. If the Bidder or his workers or servants shall break, deface, injure or destroy any property or installation, the Bidder shall make good the same at his own expense, failing which the JCI may cause the same to be made good by some other agency and deduct the expense (of which the certificate of the JCI shall be final) from any sums that may be due to the Bidder by the JCI and/ or claim damages for such expenses.

y) **DAMAGE TO PERSONS AND PROPERTY**

The Bidder shall indemnify the JCI against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the maintenance and execution of the contract and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

z) **VACATION OF PREMISES**

Unless otherwise agreed in writing, upon expiry and/ or termination of the contract, the Bidder shall hand over the space occupied by them in satisfactory condition to the JCI making good any defect/deficiencies as may be pointed out by JCI, within a time period as decided by the JCI. In the event of the Bidder failing to comply with this stipulation, the JCI shall be at liberty to carry out the repairs and recover the amounts spent for the restoration work from the Security Deposit and further claim damages, if required.

aa) **VERBAL OR WRITTEN UNDERTAKING NOT BINDING UNLESS FORMALIZED**

Any verbal or written arrangement abandoning, varying or supplementing this contract or any of the terms hereof shall not be binding on the JCI unless and until the same are endorsed or incorporated in a formal instrument.

ab) **REPRESENTATION AND WARRANTY**

Each Party represents and warrants that:

- (i) it has full right, power and authority to enter into and carry out this contract and have been and is on the date of this contract duly authorized by all necessary and appropriate corporate or other action to execute this contract;
- (ii) it has no prior commitments, arrangements or agreements with any other person/ company/ or any other authorities which might interfere with, or preclude the carrying out of its obligations under this contract;
- (iii) it has the requisite experience, knowledge, expertise, capability, availability of manpower and infrastructure (with the capacity and the ability to augment all of the foregoing) necessary to effectively and

properly render the services for the projects as agreed to be rendered hereunder; and

- (iv) it shall perform its obligations, including without limitation, payment obligations under this contract with the standard of skill, diligence and competence meeting global quality standards and shall implement the best practices prevalent in the business/ industry.
- (v) it has all the requisite licenses and permits as required under applicable laws and that any of the terms of this contract does not conflict with, or result in breach of or default under applicable law, or any order, writ, injunction or decree of any court or governmental authority or any agreement, written or oral, to which it is a party.

ac) **TRANSPORTATION & INSURANCE**

State wise freights, packing, forwarding and insurance charges on all items up to work site shall be arranged and paid by the Bidder. It shall be the responsibility of the Bidder to arrange comprehensive insurance, packing, forwarding, covering storage and erection period of the equipment, at his own cost, till the same is commissioned and handed over to JCI.

ad) **INDEMNITY**

The Bidder shall indemnify and hold JCI harmless from and against all fines, suits, claims, demands, losses, expenses, costs, fees and actions (including, without limitation, attorney's fees, costs and expenses) with respect to any injury to person or damage to or loss of property on or about the premises or in the building or in or on the grounds and parking areas or any other reason/event which give rise to a third party claims, caused due to the negligence/misconduct/breach of terms of this agreement/ any acts or omissions of the Bidder, its agents, employees, invitees or by any other person acting on its behalf.

ae) **FORCE MAJEURE**

Neither party shall be liable for any delay or failure in performing any of its obligations hereunder, if such delay or failure either wholly or partly is due to Force Majeure conditions such as floods, earthquakes or other acts of God, or any acts of governmental body or public enemy, wars, riots, embargoes, epidemics, pandemics, fires or any other causes, circumstances or contingencies beyond the control of such party.

The party affected by such Force Majeure condition shall forthwith notify the other Party/Parties, of the nature and extent thereof, in writing, within seven (7) days after the occurrence of such Force Majeure condition and shall, to the extent reasonable and lawful under the circumstances, use best efforts to remove or remedy such cause with all reasonable dispatch.

If the Force Majeure condition in question prevails for a continuous period of one (1) month, the parties affected by such condition shall enter into bona fide discussions with a view to alleviating its effect on this Agreement by agreeing to such alternative agreement as may be fair and reasonable.

af) **MISCELLANEOUS TERMS & CONDITIONS:**

- i. The JCI reserves the right to split the scope of the work to more than one Bidder without assigning any reason whatsoever. No claim will be entertained by the JCI on account of the same.
- ii. The terms and conditions specified herein are indicative in nature and the same shall not restrain the JCI from imposing or requiring the Bidder to agree upon such further or other terms and conditions at the time of executing the contract with the successful Bidder, or to alter, modify or omit the terms and conditions contained herein, as are considered necessary for the due and proper execution of the work being awarded under this tender.
- iii. The engagement or subsequent contract does not assure any minimum business guaranty to the bidder/ Bidder.
- iv. The JCI reserves the right to extend the period of tender availability and/ or the date of opening of the bids.
- v. It is specifically and distinctly made clear that the Bidder shall have no right, title or interest in the site made available to it for execution of the works or in the buildings, structures or work executed on the said site by the Bidder or in the goods, articles, materials etc. brought and or lying on the said site (unless the same specifically belongs to the Bidder) and the Bidder shall not have or deem to have any lien or retain possession whatsoever on the same on account of any unpaid bills. JCI shall have an absolute right to take full possession of the site and/ or all goods, articles, materials etc., brought and/ or lying on the said site by the Bidder and also to remove the Bidder, its servants, and agents and/ or materials belonging to the Bidder lying at the site.

ag) **DISCLAIMER**

Even though adequate care has been taken in the preparation of this Tender Schedule the Bidder should satisfy himself that the Schedule is complete in all respects.

The JCI and their employees do not make any representation or warranty as to the accuracy, reliability or completeness of the information in this Tender Schedule and it is not possible for this JCI to consider the investment objective, financial situation and particular needs of each party who reads or uses the Tenders Schedule. Certain prospective Bidders may have a better knowledge of the scope of work than others. Each prospective Bidder should conduct his own investigations and analysis and check the accuracy, reliability and completeness of the information in the Tender Schedule and obtain independence advice from appropriate sources.

The JCI reserves the right to change any or all of the provisions of this request for Proposal. Such changes would be intimated to all parties procuring this request for Proposal.

ah) PAYMENT TERMS & PROCEDURES:

Amount to be paid to JCI by the Agency and 'Payment procedures : -

I. As per **R.F.P** and submitted Price Bid of the Agency as approved, are as follows: -

(i) Fixed **monthly rent** amount Component = Rs. 5000/-

(ii) Variable **monthly rent** amount component =% of Total Monthly Sales Turnover Amount, as will be approved of the selected bidder.

So, Total Amount to be paid by the Agency on monthly basis = (i + ii).

As accepted by JCI , **minimum Monthly amount to be paid by the Agency** as follows –

Rs. 5000/- +of Rs...../- (estimated monthly Sales Turnover as will be quoted) = Rs...../- . [M.R]

It shall be noted that minimum monthly amount of Rs...../- ('M.R' value) has to be paid by the Agency even if the monthly revenue generated is less than Rs./- .

The owner has accepted the Financial-Bid Quoted Price submitted by the Bid contained in the (hereinafter called the "Price-Bid of the R.F.P") upon terms and subject to the conditions of this Agreement.

II. Payment Procedures : -

(i) As mutually agreed, payment timing need to be within 1st. week of every subsequent Month.

(ii) Payment will be done through : NEFT mode.

NEFT details will be provided to the selected bidder.

III. Amount if not paid (by the Agency) within 7th. Day of any Month , a Charge / overloading will be imposed to the Agency @2% of minimum monthly payable amount (i.e. @2% of 'M.R' amount = Rs...../-) per Month basis , if it crosses 7th. day of that particular month.

IV. Starting Month of Monthly Rent (to JCI) -

90.0 days after signing of Agreement **or** Date of start of operation of the Weigh-Bridge after necessary repairing, whichever is earlier.

ai) CHARES & TAXES, DUTIES AND ROYALTIES :

I. CHARGES & TAXES :

The Agency shall defray all charges, such as rent, toll, local taxes, other payments

and compensations, if any, in connection with the procurement and handling of equipment, materials, fabrication of the plant, machinery or any method of process connected with the contract works or temporary works. All these charges/taxes including GST, as applicable, shall be borne by the Agency and the Corporation shall not make any payment separately for such charges.

II. DUTIES :

All import, customs, excise duties, if any payable in respect of any plant and materials to be incorporated in the work shall be borne by the Agency. The Corporation will have no liability on this account.

III. ROYALTIES :

The Agency shall obtain licenses and pay royalties for any patented equipment or machinery or process used or to be used on the works. No claim will be entertained by the Corporation separately on such accounts.

10. CONTACT INFORMATION :

Interested bidders may also contact to the under-mentioned persons or departments, for any queries/ Further clarifications/information, are as follows:-

- (a) Mr. Koushik Halder (Addl. Civil Engineer of JCI), Contact No. - 98363 42321.
- (b) Mr. Subir Kr. Biswas (Dy. Fin. Manager & R.M , Krishnagar R.O. of JCI), Contact No. – 84201 17698.
- (c) Mr. Kaushik Das (Dy. Mktg. Manager & R.M , Kolkata RLD. Of JCI), Contact No. – 86177 86305.
- (d) Receiving Section at JCI H.O., Contact No. - (033) 2252- 1100 /7496.