Ref. RFP No.: 'JCI/O&M / Weigh-Bridge commissioning & operationalizing / R.F.P _ Kalna & Pandua weighbridge(R1) / 2022-23/01, Date - 26/04/2022'.

CORRIGENDUM - 01, Dated on 12.05.2022.

Sub.:	Sub.: AMENDMENTS / MODIFICATIONS ARE BEING MADE W.R.T SUB. CAPTIONED RFP						
NO. EXISTING PROVISION							
SL. NO.	References (Clauses etc.) of the NIT Documents	Brief Description of Clause	Existing provision	AMENDED PROVISION			
1	Pg.no.17_Cl. No. 9.ah.IV'Pg.no.17_Cl. No. 9.ah.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.	The Payment of rent, will commence on & from the date of starting of operation of weighbridge(s) or, after 90/120 Days from the date of signing of Agreement of weighbridges sites, whichever is earlier. In case of Pandua DPC weighbridge, the nos. of days shall be considered – 90 (Ninety) days. In case of Kalna DPC weighbridge, the nos. of days shall be considered – 120 (One Hundred Twenty) days.			
2	'Pg.no.9&10_Cl.No.9.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	The JCI may, without prejudice to any other remedy or right, by giving not less than 30 (thirty) 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.			

writing. either o	
	f the above
iii) If the Bidder, in circums	tances, does
either of the above not rem	edy its
circumstances, failure v	within a
does not remedy period of	of 30(thirty)
its failure within a days aft	er receipt of
period of the defa	ault notice
15(fifteen) days from JC	l.
after receipt of the iv) If the Bi	dder in the
default notice from judgmen	nt of JCI has
JCI. engaged	d in corrupt
iv) If the Bidder in the or fraud	lulent
judgment of JCI has practice	s in
engaged in corrupt complet	ting or in
or fraudulent executir	ng the
practices in contract	t. In the
completing or in event, Ju	CI terminate
executing the the cont	tract in
contract. In the whole o	r in part, the
event, JCI may	get such
terminate the services	done, upon
contract in whole such ter	ms and in
or in part, the JCI such ma	anner as it
may get such deems a	appropriate
services done, and the	Bidder shall
upon such terms be liable	e to JCI for
and in such manner any risk	and costs for
as it deems such sin	nilar services.
	tract shall be
the Bidder shall be deemed	l to have
· ·	itomatically
	ted on the
	of duration of
	tract period,
v) This contract shall thereof.	
	event that
	der or its
	ator at any
	ring the term
of the contract, of the C	•
	s insolvent
	es a voluntary
	ent of its
collaborator at any assets for	
	of creditors
term of the or is adj	-
	ot, then the
	, by a notice
	ng have the terminate
assignment of its right to	terminate

				
		assets for the		the Contract and all
		benefit of creditors		the rights and
		or is adjudged		privileges of the
		bankrupt, then the		Bidder/ Agency
		JCI shall, by a		hereunder, shall
		notice in writing		stand terminated
		have the right to		forthwith.
		terminate the	vii)	If the JCI considers
		Contract and all the	•	that, the
		rights and		performance of the
		privileges of the		Bidder/ Agency is
		Bidder/ Agency		unsatisfactory, or
		hereunder, shall		not up-to the
		stand terminated		expected standard,
		forthwith.		the JCI shall notify
	vii)	If the JCI considers		the Bidder/ Agency
	VIII	that, the		in writing and
		performance of the		specify in details the
		•		cause of the
		Bidder/ Agency is		dissatisfaction. The
		unsatisfactory, or		
		not up-to the		JCI shall have the
		expected standard,		option to terminate
		the JCI shall notify		the Contract by
		the Bidder/ Agency		giving 30 days'
		in writing and		notice in writing to
		specify in details		the Bidder/ Agency,
		the cause of the		if Bidder/ Agency fail
		dissatisfaction. The		to comply with the
		JCI shall have the		requisitions
		option to		contained in the said
		terminate the		written notice issued
		Contract by giving		by the JCI.
		15 days' notice in	viii)	In case the Bidder/
		writing to the		Agency's rights and
		Bidder/ Agency, if		obligations under
		Bidder/ Agency fail		this Contract and/or
		to comply with the		the Bidder/ Agency's
		requisitions		rights, title and
		contained in the		interest to the
		said written notice		equipment/
		issued by the JCI.		material, are
	viii)	In case the Bidder/		transferred or
		Agency's rights and		assigned without the
		obligations under		JCI's consent, the JCI
		this Contract		may at its absolute
		and/or the Bidder/		discretion, terminate
		Agency's rights,		this Contract.
		title and interest to	ix)	Notwithstanding
		the equipment/	,	any provisions
		material, are		herein to the
		transferred or		contrary, the JCI may
				Page 2 of F

			assigned without the JCI's consent, the JCI may at its absolute discretic 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 d to any other reas 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/ Agen except for payme of work/services per the Contract to the date of termination. x) The terms and conditions of the contract may be modified with mutual consent of both the parties a and when required.	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 on 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. Either parties may terminate the Agreement with mutual consent by giving other party 30 (Thirty) days prior written Notice of it's intention to terminate this
3	Technical Eligibility criteria_ Cl. No. 5.d.	Financial capacity of bidders	'Bank Solvency Certificate or Statement from Bidder' Banker to be submitted fo minimum last one year.	s bank or Bank statement of

4	Technical Eligibility criteria_ 'CI. No. 5.f '	Reg. submission of Work Order or Completion certificate(s)	Authenticated copy of documents, duly self-attested need to be submitted. Work-Orders/Completion Certificates of last 03 Financial Yrs., and Work – Orders /Completion Certificates of similar kind of merchandising, to be submitted along with this RFP.	Authenticated copy of documents, duly self-attested need to be submitted. Work-Orders/ Completion Certificates of last 03 Financial Yrs., and Work – Orders /Completion Certificates of similar kind of merchandising, to be submitted along with this RFP. In case when the bidder is not able to submit 'Completion Certificates' against Work order(s) , he should submit 'Self Declaration' on bidder's letterhead where clearly to be mentioned – Work Start date, Work completion date , whether the mentioned work is under progress , in accordance with the 'Work-Order'. The 'Self declaration' on bidder's letterhead , is attached as 'Annexure – B'.
5	Technical Eligibility criteria_ Cl. No. '5.L'.	reg. Blacklisting / Non – blacklisting clause.	Notarized certificate of declaration regarding nonblacklisting from any of the previous employers of the bidder etc.	Notarized certificate of declaration from bidder(s) regarding non blacklisting from any of the previous employers. A Declaration Format is attached.