

**CORRIGENDUM - 01, Dated on 12.05.2022.**

<b>Sub.: AMENDMENTS / MODIFICATIONS ARE BEING MADE W.R.T SUB. CAPTIONED RFP NO.</b>				
<b>EXISTING PROVISION</b>				
<b>SL. NO.</b>	<b>References (Clauses etc.) of the NIT Documents</b>	<b>Brief Description of Clause</b>	<b>Existing provision</b>	<b>AMENDED PROVISION</b>
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.

			<p>granted by JCI in writing.</p> <p>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.</p> <p>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.</p> <p>v) This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract, thereof.</p> <p>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</p>	<p>iii) If the Bidder, in either of the above circumstances, does not remedy its failure within a period of 30(thirty) days after receipt of the default notice from JCI.</p> <p>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.</p> <p>v) This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract period, thereof.</p> <p>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</p>
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			<p>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.</p> <p>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.</p> <p>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</p>	<p>the Contract and all the rights and privileges of the Bidder/ Agency hereunder, shall stand terminated forthwith.</p> <p>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 30 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.</p> <p>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.</p> <p>ix) Notwithstanding any provisions herein to the contrary, the JCI may</p>
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			<p>assigned without the JCI's consent, the JCI may at its absolute discretion, terminate this Contract.</p> <p>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.</p> <p>x) The terms and conditions of the contract may be modified with mutual consent of both the parties as and when required.</p>	<p>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.</p> <p>x) The terms and conditions of the contract may be modified with mutual consent of both the parties as and when required.</p> <p>xi) 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 agreement .</p>
3	Technical Eligibility criteria_ Cl. No. 5.d.	Financial capacity of bidders	'Bank Solvency Certificate' or Statement from Bidder's Banker to be submitted for minimum last one year.	'Solvency Certificate' from bank or Bank statement of bidder(s) minimum for last one(01) year.

4	Technical Eligibility criteria_ 'Cl. 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 ' <b>Annexure – B</b> '.
5	Technical Eligibility criteria_ Cl. No.'5.L'.	<b>reg. Blacklisting / Non – blacklisting clause.</b>	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.