TENDER FOR HIRING OF OFFICE SPACE ON RENT FOR THE CORPORATION

Tender Document Cost: Nil

Closing date of submission of bids: 14-12-2022 at 11:00 AM Opening of bids: 14-12-2022 at 12.00 Noon

Bethudahari Regional Office of The Jute Corporation of India Limited (JCI) invites sealed tenders from owners of well-constructed Office Premise/ Space who maybe individuals, companies, institutions, service providers etc. located in and around the area of **Bethuadahari**, **Dist. - Nadia**, **West Bengal** for Office purpose of the Corporation on monthly rent basis. Initially, the rent period will be for five (5) years. After completion of five years, the same may be renewed on mutual agreement between the parties.

The Tenderer should submit the tender as under:

- 1. **Envelope "A":** To be marked as "Technical Bid- "which should contain all enclosures (as mentioned in the terms & conditions).
- 2. **Envelope "B":** To be marked as "Financial Bid" which should contain Financial Bid only.
- 3. **Envelope "C": Should** contain both Envelope -A & Envelope-B.

Each envelope should be superscripted as "TENDER FOR HIRING OF OFFICE SPACE ON RENT FOR THE JUTE CORPORATION OF INDIA LTD." and should contain the name and address of the tenderer at the bottom. The Tender form duly complete in all respect and addressed to the Regional Manager, should reach the office of The Jute Corporation of India Limited, Bethuadahari RLD, Bethuadahari Super Market, NZRMC, Nakashipara, West Bengal-741126 on or before 14.12.2022 within 11.00 A.M. and the same shall be opened at 12.00 Noon. on the same day, in the presence of tenderers who may wish to remain present.

The prescribed Tender Forms along with the terms & conditions can be obtained from the JCI Regional Office, Bethuadahari during the working hours on any working days. Further, the same shall be also available in JCI's official website viz. www.jutecorp.in.

The Corporation reserves its right to accept or reject partly or fully any or all tenders without assigning any reasons thereof.

Regional Incharge, JCI Bethuadahari RLD,

About JCI

The main activity of JCI is to conduct Minimum Support Price (MSP) operation to procure raw jute directly from jute grower which is based on the MSP fixed by the Government of India based on the recommendations made by Commission for Agricultural Cost & prices (CACP). Besides MSP operation JCI also purchases raw jute and conducted bailing of the same as per requisition of other Government / Semi-Government Organizations and conducts commercial trading of raw jute based on market opportunities. In addition to procurement of raw jute fibre JCI is also associated with various activities for the benefit of jute farmers e.g. distribution of certified jute seed to farmers, developmental activities for higher cultivation, higher quality jute, improved retting technology, development of raw jute market, development & promotional activities of jute based diversified product etc. JCI is actively engaged in enhancement of quality and yield of jute, demonstrating improved Retting and Ribboning technologies, undertaking pilot projects to popularize modern agronomic practices and so on.

JCI has 110 Departmental Purchase Centers (DPC) / Storage points in 6 Jute growing States, namely West Bengal, Bihar, Assam, Odisha, Andhra Pradesh and Tripura, with Head Office in Kolkata. JCI, as the nodal agency of Government of India, conducts Minimum Support Price (MSP) operation to procure raw jute in its DPCs, stores the same in DPC godown / assortment shed, carries out assortment of the procured jute, packs the assorted jute in to bales and conducts despatches of the jute to different locations across India.

BID-I (TECHNICAL)

1. Mandatory requirements

- a) Total covered area should be minimum 1000 sq. ft.
- b) Copy of ownership documents duly signed by the owner to be submitted.

2. Location of the Premises

SI. No	Item	Distance (km)
1	Distance from Railway Station	
2	Distance from Bank	
3	Distance from Bethuadahari RLD	
4	GPS location	

3.	Indicate clearly	y whether the appr	pach road to the	Premise is fit for	Four Wheeler &	Two Wheeler Vehicles -
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YES	NO

4. Description of the Premises

SI.		Measurements (ft.)			Construction:
No	Description	Length	Breadth	Height	Roof, Walls, Floor
a.	Premise / Office Room				
	Room 1				
	Room 2				
	Room 3				
	Room 4				
	Room 5				
b.	Kitchen				
C.	Washroom / Toilet				
d.	Office Accommodation				
	(if any)				
e.	Open Space (if any)				
F	Others				

Name & Signature of the Tenderer with seal

Date:	23-1	1-2022
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5. Whether Available

a)	Bath Room	
b)	Sanitary Privy	
c)	Water	
d)	Electricity	
e)	Open area (Approx.)	
f)	Boundary Wall (Mention type of Construction, length and Height)	

6. Other Particulars

a)	Level of ground height / low	
b)	Distance between the premises and the nearest fire station	
c)	Whether water for firefighting purpose available within the premises. YES / NO	
d)	If repairs additions or modifications required and whether land lord is agreeable to do the same before handing over	
e)	Floor type (Kacha/ pucca)	

7.	Total covered		sq. ft.		
	(for arriving a	at effective covered are	ea deduct – Entrance	door, Staircase or any other	area not
8.	Open Area -	<u>sq. ft.</u>			
9.	Total Area -	sq. ft.			

Name & Signature of the Tenderer with seal

Date: 23-11-2022

10. Schedule of the Premises

Name of owner of Premises:		
Address:		
Premises No		
Mouza		
JL No		
Khatian No		
Plot No		
Dag No		
P.S		
P.O		

Name & Signature of the Tenderer with seal

TERMS & CONDITIONS

- 1. A lease / rent agreement will be executed between the owner / landlord which shall be effective on and from the date of execution thereof. However, the Landlord shall be entitled to rent from the date of handing over the actual physical possession of the said premises to JCI. The agreement shall be valid for the period of five years. Upon expiry of the agreement, the same may be extended for further periods on mutual agreement between the parties.
- 2. The owner shall let out and JCI shall take on the premises on tenancy basis.
- 3. JCI will pay monthly rent on receipt of the rent bill drawn by the Landlord or its authorised representative/constituted attorney through NEFT and/or cheque and/or demand draft in favour of the Landlord or its constituted attorney. In case the issuance of rent receipts and/or acceptance of payments is in the name of the constituted attorney, a duly executed power of attorney should be produced by the Landlord authorising the attorney for the aforesaid purpose. The aforesaid rent is inclusive of maintenance and other charges.
- 4. The landlord /owner shall before handing over the possession ensure the following
 - a. The roofs of office, residential accommodation must be leak proof and workable condition.
 - b. Major electrical wiring should be in order.
 - c. Major Plumbing should be in order.
- 5. In the event the landlord/ owner fails to comply with clause 4 herein above JCI may cancel the tender or make repair renovation work on its own, at the cost of the landlord and amount so incurred, shall be deducted from the monthly rental bills.
- 6. All taxes, other levies in connection with the said premises or any fixtures or fittings thereto would be borne by the landlord /owner and Jute Corporation of India Ltd. shall not be liable for any taxes or levies, whatsoever.
- 7. The landlord /owner shall, at its own cost, if required under the Law, shall obtain/renew necessary fire license from the competent authority. The Landlord shall, at its own cost insure the said premises along with the fittings and fixtures from any kind of damage or destruction including fire, flood etc. by taking necessary insurance policy of adequate amount.

- 8. The premises shall be used for office and guest house by the Lessee, as may be deemed proper from time to time by the lessee. The same may also be used for occasional halt of the Lessee's/Corporation's visitors, officials & others as may be allowed by the Corporation. One/ Two officials of the Corporation may stay at the premises overnight, in case it is used as a Guest House.
- 9. That the Landlord shall comply with all the rules, regulations and by-laws of the building and all laws applicable from time to time in connection to the leased premise and ensure that during the tenancy period no undue disadvantage or hardship is caused to the Lessee.
- 10. That the agreement may be terminated by either party before expiry of the lease period by giving 30 days prior notice in writing to the other party.
- 11. Any verbal arrangement abandoning, varying or supplementing the tender terms/ agreement or any of the terms hereof shall not be binding on the parties unless the same are reduced/ agreed in writing.
- 12. JCI will be exclusively entitled to use electricity from the existing electricity meter standing in the name of the landlord or in the alternative the tenant shall obtain separate electric connection in its own name. If the electricity is catered through existing meter in the name of the landlord, the landlord shall ensure that the monthly consumption bill in respect of the said meter reaches the tenant at least 7 days prior to the due date.
- During the continuance of the tenancy, the landlord /owner shall at its own cost carry on repair or renovation work of the said premises or any part thereof or any fixtures of fittings attached thereto as and when requested by the men/or agents /staffs of the tenant. Such work shall start within 5 days from the date of such request. Upon failure to carry out work requested, the tenant may undertake such work, at cost of the landlord /owner and adjust the amount incurred from the rent bills.
- 14. JCI may use the said leased premises for processing and storing Jute and its allied products and all other agriculture commodities, if required, from time to time.
- 15. The landlord / Owner hereby agrees that the tenant shall be entitled to sublet or under let or assign its right in respect of the said leased premises to any third party, with the prior consent from the landlord in writing.
- 16. The Landlord / Owner shall allow the tenant to use and enjoy the said premises and every part thereof during the subsistence of this agreement without any interruptions in the use by the landlord or any person or persons claiming under and for / on their behalf.
- 17. JCI shall deduct Income Tax at source, if applicable in accordance with the rates

prescribed under the Income Tax Act, 1961 and furnish in due time TDS Certificate admitting the tax deducted. Provided however, that if the landlord / owner submits a necessary certificate for non-deduction, no deduction shall be made.

- 18. Upon the finalization of tender process, the landowner / owner shall deliver quiet and peaceful possession of the said premises to JCI.
- 19. The Landlord / Owner shall co-operate and or execute necessary documents to enable JCI to obtain necessary permits /license for operating /carrying on its activities from the said premises.
- 20. The Landlord / Owner shall pay in time to the proper authorities the present rates, taxes, assessments and outgoings in respect of the said premises
- 21. The Landlord / Owner shall keep the premises in tenantable state of repairs and in wind and watertight condition.
- 22. Any bribe, commission, advantage offered or promised by or on behalf of the tenderer to any Officer or official of JCI shall (in addition to any criminal liability which the tenderers may face) debar his tender from being considered. Canvassing on the part or on behalf of the tenderer will also make his tender liable for rejection.
- 23. The Landlord/ Owner represents and assures it has full right, power and authority to enter and execute a rent agreement and that there is no dispute, mortgages, encumbrances, claims or prohibition whatsoever, from any authority or person in connection to the leased premise. The owner hereby agrees and undertakes to keep the schedule properly during the pendency of the agreement free from all encumbrances, claims and demands of whatsoever nature.
- 24. Each Party ('Indemnifying Party') shall defend, indemnify and hold harmless the other Party ('Indemnified Party') from and against all liabilities, fines, suits, claims, debts, demands, losses (including attorney's fees, costs and expenses) arising out of any injury to person or damage or loss of property 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 indemnifying party, its agents, employees, invitees or by any other person acting on its behalf.
- 25. Neither party shall be considered as default of performance of any obligations under this Tender or Agreement, if such performance is prevented, restricted or delayed by Force Majeure i.e., by reason of act of God, war, revolution, civil commotion, embargo, epidemic, acts of government acting in their sovereign capacity, labour difficulties

(including strikes, picketing or boycotts) or any other circumstances beyond the reasonable control of a party and not involving any fault, misconduct or negligence of the party affected.

- 26. That the Parties shall attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiation/ mediation. If the dispute cannot be settled amicably within fifteen (15) days from the date on which either party has served written notice to the other party of the dispute, then the remaining provisions of this agreement shall apply.
- 27. In the event of any dispute or difference between the parties (other than a matter to be resolved pursuant to Negotiation/ Mediation) arising out of this Tender Notice or agreement and/or relating to the interpretation of any provision or the performance or breach of any of the terms of this Tender Notice or agreement, such matter or matters shall be referred for arbitration and finally settled:
 - a. under [the Arbitration and Conciliation Act, 1996, as amended];
 - b. by a sole arbitrator to be mutually appointed by both the parties;
 - c. the language of the arbitration shall be English; and
 - d. The seat of the arbitration shall be at Kolkata.
- 28. The Tender/ Agreement shall be governed, construed and enforced in accordance with the laws of India and the Courts at Kolkata shall have exclusive jurisdiction with respect to all matters and disputes arising out of or relating to this Tender or agreement.
- 29. The Landlord/ Owner have to enter into an agreement on Rs.100/- Non Judicial stamp paper after confirmation by JCI. The registration fee and stamp duty, if applicable, shall be borne and paid by both the parties in equal shares.
- 30. A bidder shall not have a conflict of interest that may affect the Selection Process. Any Bidder found to have a Conflict of Interest shall be disgualified.
- 31. JCI is under no obligation to enter into any contract with any one by issuing this Tender Notice. JCI reserves the right to accept or reject any or all responses and to request additional submissions or clarification from one or more Bidder at any stage or to cancel the entire process without assigning any reason. JCI makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the bid documents.

DECLARATION

I/we hereby undertake to abide by all the terms and conditions of the tender supplied by the Corporation and a copy annexed herewith duly signed.

We agree with the above Terms and conditions.

	Name & Signature of the Tenderer with seal
Place:	-
Date:	
Witness-1	
Name:	
Signature:	
Address:	
Witness-2	
Name:	
Signature:	
Address:	

BID - II (FINANCIAL)

Name of the Premise & Address:	
same. We agreed to offer our Prei	and Conditions of the tender and declare to abide by the mise/Space for the purpose of Bethuadahari Regional Limited at the below mentioned rates: -
Rate per square ft. only for the covered area per month inclusive of all taxes excluding GST	Rsper month. Rsper sq. ft.
	(In Words)
Yearly Escalation (If any)	
	Name & Signature of the Tenderer with seal
Place:	
Date:	