

## **Notice Inviting Tender for**

### **Supply and Installation of Split/Window/Tower Model Air Conditioners on Rental Basis.**

**The Jute Corporation of India Limited (JCI)** invites sealed tenders from suppliers having proven track record in supply and installation of Air Conditioners (AC), for their supply and installation on rental basis. Technical & Financial bids are required to be submitted in separate sealed covers addressed to **“The Jute Corporation of India Limited, 15N Nellie Sengupta Sarani, 7<sup>th</sup> Floor, Kolkata-700087”**. so as to reach us on or before **18-09-2023 up to 12.00 PM**, duly super scribing the work i.e. **“Technical Bid for supply and installation of Air Conditioners on rental basis”** and **“Financial Bid for supply and installation of Air Conditioners on rental basis”** on top of the cover.

Bidders should read the tender document carefully as enclosed and comply strictly with the conditions, while sending their bids. Clarifications, if any, may be sought from the JCI. Tender format can be downloaded from our website: <https://www.jutecorp.in>

#### **TIME SCHEDULE:**

<b>SL No</b>	<b>Activity</b>	<b>Date</b>	<b>Time</b>
1	Issuance of Tender	18/08/2023	11:00 AM
2	Pre bid Meeting	01/09/2023	11:00 AM
3	Last date for submission of Tender	18/09/2023	12:00 PM
4	Date of opening of Technical Bid	18/09/2023	02:00 PM

**The JUTE CORPORATION OF INDIA LIMITED**  
**(A Govt.of India Enterprise under Ministry of Textiles.)**  
**15N, Nellie Sengupta Sarani, 7th Floor, Kolkata -700087**

## **General Terms & Condition**

- 1. Parties:** The parties to the contract are the Tendering Firm and The Jute Corporation of India Limited (JCI).
- 2. Contractor:** The term bidder shall mean Company, Firm, or the party to whom the Contract is awarded and shall include his/ her/ their heirs, legal representative, assigns and successors.
- 3. Scope of Work:**
  - (a) Supply and installation of Air Conditioners on rental basis to JCI as described in Annexure–I.
  - (b) The period of rental AC supply/ contract is initially one year, with a provision to extend it further for a period of one year on the same terms & conditions at a time, provided the services of the Contractor is found satisfactory.
  - (c) No deposit will be paid by JCI for supply of rental ACs.
  - (d) Fitment/ installation of outdoor stand, inner unit along with proper blocking/plastering of holes, electric wiring/incoming cable and point, any type of MCB, switches, splitting of total load capacity into three phases, any other accessories/ stores will be made by the Contractor only, for the same job one time payment will be made by JCI.
  - (e) All repair/maintenance/replacement/ installation/ dismantling work will be free of cost. Any type of masonry, carpentry, or civil/structural work will be done by the Contractor free of cost only. Except clause 3(d).
  - (f) The Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting the bids, in respect of the site conditions. The bidders shall note and bear in mind that the JCI shall bear no responsibility for the lack of acquaintance with the site conditions. Or any information relating thereto, on their part. The bidders may at their own cost and interest inspect the site to assess the site's condition before submitting the bid. The consequence of the lack of any knowledge aforesaid, on the part of the bidders shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the Authority.
  - (g) Rental A.C. should not be more than 2/3 years old.
  - (h) Any fault reported before 12 PM on a given day, shall be attended by the Contractor within 6 hours of reporting/ logging through telephone call/ email/ message. Faults reported after 12 PM on a given day should be rectified before 12 PM on the next day.

- (i) The Service Engineer of the Contractor will carry out preventive maintenance of each AC at least once every month.
- (j) Initially, 22 Nos. of ACs are required to be fitted. JCI reserves the right to increase or decrease the quantity subsequently during the period of the contract. In that case, the payment will be made for actual quantum usage on pro rata basis
- (k) All material to be used for installation of ACs such as screws, bolts, angles, silicon sealant, pressure tape etc. should be of good quality (IS Standard).
- (l) All work should be carried out under the supervision of Officer In-Charge, JCI.
- (m) After the completion of the contract period. Contractor shall not be allowed to take away any of the electrical items ie.(electric wiring/incoming cable and point, any type of MCB switches, related accessories etc.) which was initially fitted during installation time.
- (n) All the items supplied and installed should be genuine and of the specified branded company. If the material supplied is found to be of substandard quality, the same will be returned/ replaced and the JCI will not be responsible for any loss to the concerned Contractor for such supply.

**4. Locations:** The ACs will be supplied and installed at The Jute Corporation of India Limited, 15N Nellie Sengupta Sarani, 7<sup>th</sup> Floor, Kolkata-700087.

**5. Eligibility Criteria:**

- (a) The invitation is open for suppliers having proven track record in supply and installation of Air Conditioners on rental basis.
- (b) The bidder should have at least 02 years' experience in supplying and installation of Air Conditioners on rental basis to a Government organization / PSU/ Autonomous bodies/ Reputed private organizations. The Firm should be located in Kolkata.
- (c) The bidder should have PAN No., and GST No. and should submit their legible attested copies with Technical Bid. A Technical Bid not accompanied by these documents would be summarily rejected.
- (d) The bidder should have had average annual financial turnover of **Rs. 10 Lakh** during each of the last three years. (Copies of ITR or annual accounts certified by CA mentioning Financial Turnover to be attached).

**6. Technical Bid:**

- a) The Technical bid, having details of the Firm along with the Earnest Money Deposit, should be submitted in the form given in Annexure–II.

- b) A bidder will submit EMD of Rs 14,000/- in the form of NEFT/UPI to the below mentioned account along with the bid.

**A/C NAME-THE JUTE CORPORATION OF INDIA LTD**

**ACCOUNT NO.- 1039797752**

**IFSC- CBIN0280105**

**BANK- CENTRAL BANK OF INDIA**

**BRANCH-NEW MARKET, KOLKATA-700087**

- c) The Technical bid (Part-I) will be opened at **02:00 PM on 18-09-2023** in the presence of intending bidders, if any. The Financial bid (Part-II) of the tender will be opened after evaluation of the technical bids and only such bidders, whose bids are qualified in technical evaluation, shall be called for opening of their commercial bids.

## **7. Financial Bid:**

- a) The Financial Bid should be submitted in the form given in Annexure—III.
- b) The rates should be quoted in Indian Rupees only in words as well as in figures.
- c) Rates shall be valid for the entire duration of the contract. No claim for compensation or loss due to price fluctuations or any other reasons/ causes will be entertained during the period of contract.
- d) Rental AC rates will be on comprehensive (Labour charges, Spares parts such as Copper pipe, Display circuit, Gas, Fans, Compressor, Motor, Fan Blade, Blower, Capacitor, Relay and PCB charges etc.) in nature and which cover preventive and breakdown maintenance of all the Acs.
- e) The consolidated price quoted shall be firm and final and payable for the goods delivered & installed and shall include all taxes, duties, etc. as applicable.
- f) All taxes and levies will be paid by the Contractor only. No other charges such as Octroi, packing, forwarding, freight insurance, loading and unloading, entry tax, demo, etc. will be allowed. No Transport charges will be paid and no extra charges will be paid for servicing/ repair the ACs, if required.
- g) If there is a discrepancy in rates between figures and words, the amount given in words will prevail.

## **8. Criterion for Evaluation of Tenders:**

- a) The evaluation of the tenders will be made by a Tender Evaluation Committee first on the basis of technical information furnished in form given in Annexure—II, which is an eliminatory round, and then on the basis of commercial information furnished in form given in Annexure—III, for each item.
- b) As a part of the process to evaluate the technical bids, the Tender Evaluation Committee may invite the bidders to make a presentation before it. The bidder may also be asked to produce a sample of each item for inspection at the time of evaluation of

bids.

- c) JCI will award the contract to the bidder whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be competent to perform the contract satisfactorily. JCI shall however not bind itself to accept the lowest or any tender bid, wholly or in part.
- d) It must be kept in view that no decision will be given by the Tender Evaluation Committee. Any inferences drawn during the meeting of this Committee by the bidders or their representatives will be their own view, for which the JCI will not be responsible and will not abide by the same.

## **9. Bid Security/earnest money Deposit (EMD)**

EMD of Rs 14,000/- in the form of NEFT/UPI to The Jute Corporation of India Ltd shall accompany the technical bid.

- a) A bid received without Bid security (EMD) shall be rejected as non-responsive at the bid opening stage and returned to the bidder unopened.
- b) MSEs and MSME registered bidders are to be exempted from the deposit of Bid Security/Earnest Money deposit (EMD). MSEs and MSME registered bidders need to submit documentary evidence/certificate along with the Technical bid.
- c) The Bid security of the unsuccessful bidder will be discharged/ returned to them after finalization and award of the contract without any interest within 30 working days.
- d) The bid security may be forfeited:
  - i. If a bidder withdraws his bid during the period of bid validity specified in the bid document;
  - ii. In the case of successful bidder, if the bidder fails to sign the contract or furnish the Performance Security within the time specified in the document.

## **10. Performance Security Deposit (PSD)**

- a) PSD of Rs 35,000/- will have to be deposited within 15 days on receipt of notification of award to ensure due performance of the contract.
- b) PSD shall be in the form of Bank Guarantee payable to The Jute Corporation of India Limited, Kolkata.
- c) The PSD should remain valid for a period of ninety days beyond the date of completion of all contractual obligations by the supplier including warranty obligation, if any. EMD will be refunded to the successful bidder on receipt of performance security.
- d) PSD will be released after all contractual obligations by the supplier are over. This can

be withheld or forfeited in full or in part in case the supply order is not executed satisfactorily within the stipulated period.

#### **11. Documents/Certificates:**

The Tendering firms/ agencies are required to submit the photocopies of following documents, failing which their bids will be summarily/out-rightly rejected and will not be considered any further:

- a) Copy of GST Registration Certificates.
- b) Copy of PAN Card.
- c) Copies of ITR or annual accounts certified by CA mentioning Financial Turnover in the last three years.
- d) At least one supply order each in the last two years as proof of experience in supplying ACs on rent to at least one Deptt. of the Govt. of India/ Govt. of Delhi/ Public Sector Undertaking (PSU)/ Reputed private organizations has to be attached.
- e) Declaration regarding blacklisting or otherwise.

#### **12. Mode of submission of Tenders and last date:**

The tender bids, complete in all respects, should be submitted in the prescribed format along with all supporting documents. **The Technical & Financial bids should be kept in separate sealed envelopes.** Both these envelopes should be then kept in another sealed cover addressed to the "The Jute Corporation of India Limited, 15N Nellie Sengupta Sarani, 7<sup>th</sup> Floor, Kolkata-700087" and should reach on or before **18-09-2023 by 12.00 PM.**

#### **13. Signing of the bids:**

- a) All pages of the bid document shall be numbered consecutively and shall be signed and stamped by the bidder as proof of having read the contents therein and in acceptance thereof.
- b) All entries in the bid form should be legible and filled clearly. If the space for furnishing information is not sufficient, a separate sheet duly signed by the authorized signatory may be attached.
- c) The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case corrections shall be signed by the person/persons signing the bid.

#### **14. Period of validity of bids:**

The bids submitted by the Bidders shall be valid for a minimum period of 150 days, computed from the date of award of the contract.

**15. Rejection of incomplete and conditional tenders:**

The incomplete and conditional tenders will be rejected. Quoting unrealistic rates will also be treated as disqualification.

**16. No withdrawal after submission of bids:**

Bidder shall not be permitted to withdraw his/ her/ their offer or modify the terms and conditions thereof after acceptance of tender. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rate, the aforesaid amount of Earnest Money and Performance Guarantee, will be forfeited by the JCI. Besides this, the bidder shall also be liable to be debarred/ blacklisted from participating in the tendering process of JCI in future.

**17. Non acceptance of the tender received after the last date:**

Tenders received after the closing date and time prescribed in the tender enquiry shall NOT be accepted under any circumstances.

**18. Non-Compliance Charges:**

- a) It will be the responsibility of the Bidder to supply, install and make the item operational in accordance with the supply order within stipulated time frame, otherwise, the JCI may impose non compliance charges.
- b) If it is found the ACs are of substandard quality and not conforming to the required brand/ specifications, the Contractor, will not only have to replace the fake/ substandard items with genuine ones but will also be liable to be blacklisted.
- c) A non compliance charges of 10% of the value of the purchase/supply/service order shall be imposed for any inferior quality / incomplete supply of ACs.
- d) The non compliance charges for non-rectification of faults/ not making an AC operational will be as follows :
  - (i) Fault not rectified within 6 hours for the complaints reported by 12 pm on a given day by telephone/ email or any other messaging medium shall be @ Rs 50/- per hour.
  - (ii) Faults not rectified up to 12 PM on the next day for the complaints reported after 12 pm on a given day by telephone/ email or any other messaging medium shall be @ Rs 50/- per hour.
  - (iii) Major faults not rectified within 48 hours shall be @ Rs 500/- per day.
- e) Any delay beyond 10 days for not making an AC operational, the non compliance charges will be enhanced to Rs 1000/- per day.
- f) JCI shall be at liberty to get the AC repaired from the open market, if the same is not made operational within 15 days. In that case, the actual cost of repair shall be recovered from the Contractor. In extreme cases, the action of forfeiture of security money/ pending

bill/ blacklisting of the Firm can be resorted at the discretion of the competent authority

## **21. JCI Rights**

- a) JCI reserves the right to accept/ reject any or all the bids in whole or in part and annul the bidding process without assigning any reason whatsoever and is not bound to accept the lowest tender.
- b) JCI reserves the right to award the tender to more than one bidder.
- c) JCI reserves the right to relax/ withdraw any of the terms and conditions mentioned in the tender document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract.
- d) JCI reserves the right to blacklist a bidder for a suitable period, in case the bidder fails to honour its bids without sufficient grounds.
- e) If a Contractor violates any of the terms & conditions after award of the contract, it shall be liable to be blacklisted and its EMD or PSD shall be forfeited.
- f)
- g) JCI reserves the right to cancel the tender process without assigning any reason whatsoever, at any stage.

## **23. Guarantee/ Warrantee**

The guarantee/ warranty given on Air Conditioners by the OEM will be run by the Contractor.

## **24. Mode of Payment**

- (a) Rent payment will be made on a monthly basis in advance after submission of bill with work satisfactory report of the Officer In charge, JCI. The rent for the first month can be claimed after satisfactory installation of the ACs.
- (b) Payment will be made direct to the supplier through NEFT transfer only. No request for other mode of payment will be entertained. No advance payment will be made in any case.

## **25. Agreement**

The successful bidder shall sign the Agreement in accordance with form of Agreement given at Annexure V on a stamp paper of appropriate denomination and submit the same to the "The Jute Corporation of India Limited, 15N Nellie Sengupta Sarani, 7<sup>th</sup> Floor, Kolkata-700087" within 15 days of the receipt of supply order.

## **26. General / others**



- (a) The bidders will be bound by the details furnished by him / her to the JCI, while submitting the tender or at any subsequent stage. In case, any of such documents furnished by him / her is/ are found to be fictitious/incorrect/vague at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
- (b) The tender document is valid for a period of six months from the date of issue. If Work order/ Supply order is not issued within this period, the process will have to start afresh.
- (c) In no circumstances, the Contractor shall appoint any sub-contractor or sub-lease the contract. If it is found that the Contractor has violated these conditions, the contract will be terminated forthwith without any notice and performance security will be forfeited.

## **27. SPECIAL TERMS & CONDITIONS**

### **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.

### **CONFLICT OF INTEREST**

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 disqualified. In the event of disqualification, JCI shall forfeit and appropriate the EMD, if available, for, inter alia, the time, cost and effort of department including consideration of such bidder's Proposal, without prejudice to any other right or remedy that may be available to JCI hereunder or otherwise.

### **FRAUDULENT AND CORRUPT PRACTICES:**

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process and the entire contract period. Notwithstanding anything to the contrary contained in this RFP, JCI shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, JCI shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages.

For the purposes of this Section/tender/ contract, the following terms shall have the meaning hereinafter respectively assigned to them:

"corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of JCI who is or has been associated in any

manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of JCI, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of JCI in relation to any matter concerning the Project;

“fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts in order to influence the Selection Process/ contract performance;

“coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any persons participation or action in the Selection Process;

“undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by JCI with the objective of canvassing, lobbying or in any manner; or (ii) having a Conflict of Interest; and

“restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

#### REPRESENTATION AND WARRANTY

Each Party represents and warrants that:

- (a) it has full right, power and authority to enter into and carry out the work mentioned in this TENDER/ Contract and have been and is on the date of this TENDER/ Contract duly authorized by all necessary and appropriate corporate or other action to execute this TENDER/ Contract;
- (b) it has no prior commitments, arrangements or agreements with any other person/ Corporation/ or any other authorities which might interfere with, or preclude the carrying out of its obligations under this TENDER/ Contract;
- (c) 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
- (d) it shall perform its obligations, including without limitation, payment obligations under this TENDER/ Contract with the standard of skill, diligence and competence meeting global quality standards and shall implement the best practices prevalent in the business/ industry.
- (e) 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 applicable laws, order, writ, injunction or decree of any court or authority or result in breach of any TENDER/ Contract, written or oral, to which it is a party.

#### TERMINATION

- (a) The JCI may, without prejudice to any other right, by giving not less than 30 (thirty) days

written notice to the Bidder/ Contractor, terminate the contract in whole or in part: -

- i. If the Bidder/ Contractor breaches any of the terms and conditions of the contract and/ or if the Bidder fails to perform/ execute the work within the time period(s) specified in the contract or any extension thereof granted by JCI in writing.
- ii. If the Bidder/ Contractor, 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.
- iii. If the Bidder/ Contractor in the judgment of JCI has engaged in corrupt or fraudulent practices in completing or in executing the contract.
- iv. In the event that the Bidder/ Contractor 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/ Contractor hereunder, shall stand terminated forthwith.
- v. If the JCI considers that, the performance of the Bidder/ Contractor is unsatisfactory, or not up-to the expected standard, the JCI shall notify the Bidder 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, if Bidder fails to comply with the requisitions contained in the said written notice issued by the JCI.
- vi. 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 by a third party and the Bidder shall be liable to JCI for any risk and costs for such similar services.

(b) Subject to other terms and conditions, the Bidder may by giving not less than 30 (thirty) days written notice to JCI, terminate this Agreement in the following circumstances: -

- (i) If JCI breaches any of the terms and conditions of the contract and fails to rectify the said breach within a period of 30 days from the date of receipt of written notice from the Bidder.
- (ii) If the payments to the Bidder are delayed beyond the due date and the same is not released/ rectified within a period of 60 (sixty) days' from the date of receipt of written notice from the Bidder.

(c) In all cases of termination herein set forth, the obligation of the JCI to pay, shall be limited to the extent of service rendered by Bidder as per provision of the contract upto the date of termination, subject to the Bidder complying with other terms of the Contract. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

#### TIME IS OF THE ESSENCE

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

#### DISPUTE RESOLUTION & GOVERNING LAWS:

All dispute, differences or controversy of whatsoever nature between the parties arising out of or in relation to this RFP/ contract or relating to construction, meaning, scope, performance, operation or effect of this 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 disputes/ 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.

#### 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 7 (seven) 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 mitigate its effect on this contract by agreeing to such alternative agreement as may be fair and reasonable.

#### VERBAL UNDERTAKING NOT BINDING

Any verbal arrangement abandoning, varying or supplementing this RFP and/or contract or any of the terms hereof shall not be binding on parties unless the same are endorsed and reduced into writing.

#### 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 address set forth hereunder or such other address as either party may specify in writing by personal delivery or by the recognized courier services, speed post or registered post etc.

Corporation's Address:

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Contractor Address

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#### CONTRACTOR EMPLOYEES / PERSONNEL

This contract is on principal-to-principal basis and does not create any employer-employee relationship. Bidder/ contractor shall provide the services herein as Independent contractor and nothing contained herein shall be deemed to create an association, partnership, joint venture or relationship of principal and agent or master and servant, or employer and employee between the JCI and the Bidder.

All persons employed by the Bidder/ Contractor shall be deemed to be its employees and all rights and liabilities under the labour laws and other applicable acts/ rules in respect of all such

personnel shall be exclusively of the Bidder/ Contractor.

#### STATUTORY COMPLIANCES

The Bidder shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970, the Minimum Wages Act 1948, Employee State Insurance Act, 1948, Workmen's Compensation Act 1923, Fatal Accident Act, The Employee's Provident Fund Act (Miscellaneous Provisions) 1952, Information and Technology Act, 2000 and/or all other acts, rules and regulations as applicable to the Bidder and its employees/ personnel. JCI reserves the right to call for proof of such compliance whenever deemed necessary and the Bidder shall abide by the same. The Bidder shall be solely responsible for violation of any provisions of the aforesaid acts, rules or any other statutory provisions and shall further keep JCI indemnified from all acts of omission, fault, breaches and/ or any claim, demand, loss, injury and expense arising out of non-compliance of any such acts/ rules. In case of Bidder's failure to fulfill any of the obligations hereunder and/ or under the said Acts/rules/regulations or any bye-laws, JCI shall be at liberty to recover the same either by deducting it from the Security Deposit/PBG or from any other sum due from JCI to the Bidder whether under this contract or otherwise.

#### INDEMNITY

The Bidder will defend, indemnify, hold harmless and keep JCI, its directors, officers, employees, representatives, agents indemnified from and against all losses, damages, claims, suits, legal proceedings including but not limited to claim for any infringement of any intellectual property rights or any third party rights, arising out of or related to any (i) breach of any of the bidder's warranties, representations or non-fulfilment of any of its obligations under this contract, (ii) breach of any applicable laws by the Bidder (iii) loss of or damage caused to any property/ material or injury caused to any person in the course of or in connection with the execution of this contract, (iv) negligence and misconduct of the Bidder or its agents, employees, invitees or by any other person acting on its behalf.

#### 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.

#### NO WAIVER OF RIGHTS

None of the terms and conditions of this Contract shall be deemed waived by either party unless such waiver is executed in writing by the duly authorized representative of both the parties.

#### VARIATION

No variation or alteration of the terms and conditions of this tender/ contract shall be valid unless such variation/ alterations are agreed in writing between the parties.

#### SEVERABILITY

Should any provision of this RFP/ Contract be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding/ provision shall not affect the remaining provisions

hereto and they shall remain binding on the parties hereto.

#### AGREEMENT NOT ASSIGNABLE

Bidder shall not transfer or assign this Agreement, or any part thereof or any rights or responsibilities there under without the prior written consent of JCI.

#### SURVIVAL

That the (Confidentiality Clause), (Indemnity Clause), (Dispute Resolution Clause), (Governing Law Clause) and this (Survival Clause) shall survive the termination or expiry of this Contract.

#### NON-DISCLOSURE

The Bidder/ Consultant 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 Tender/ Contract to any third party and shall at all times hold the same in the strictest confidence. The Bidder/ Consultant 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.

#### DISCLAIMER:

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.

**Details of Air Conditioners required on rental basis**

<b>S. No</b>	<b>Description</b>	<b>Make</b>
1	3 Star Split Air Conditioner, Capacity – 2 ton, with outer unit and piping system installation.  Qty.09  a. High Energy saver. b. Quiet operation. c. Low maintenance. d. Remote with each A.C.	Only Make of : LG, Hitachi, Aircon, O General , Carrier , Daikin, Whirlpool, Mitsubishi, Blue Star , Godrej , Samsung, Voltas,Others
2	3 Star Split Air Conditioner, Capacity – 1.5 ton, with outer unitand piping system installation.  Qty.01  a. High Energy saver. b. Quiet operation. c. Low maintenance. d. Remote with each A.C.	Only Make of : LG, Hitachi, Aircon, O General , Carrier , Daikin, Whirlpool, Mitsubishi, Blue Star , Godrej , Samsung, Voltas, Others
3	3 Star Window Air Conditioner, Capacity – 1.5 ton, with outer unitand piping system installation.  Qty.01  a. High Energy saver. b. Quiet operation. c. Low maintenance. d.Remote with each A.C.	Only Make of : LG, Hitachi, Aircon, O General , Carrier , Daikin, Whirlpool, Mitsubishi, Blue Star , Godrej , Samsung, Voltas, Others.

4	<p>3 Star Tower Model Air Conditioner, Capacity – 2.0 ton, with outer unit and piping system installation.</p> <p>Qty. 10.</p> <p>a. High Energy saver. b. Quiet operation. c. Low maintenance. d. Remote with each A.C.</p>	<p>Only Make of : LG, Hitachi, Aircon, O General , Carrier , Daikin, Whirlpool, Mitsubishi, Blue Star , Godrej , Samsung, Voltas. , Others.</p>
5	<p>3 Star Tower Model Air Conditioner, Capacity – 4.0 ton, with outer unit and piping system installation.</p> <p>Qty.01</p> <p>a. High Energy saver. b. Quiet operation. c. Low maintenance. d. Remote with each A.C.</p>	<p>Only Make of : LG, Hitachi, Aircon, O General , Carrier , Daikin, Whirlpool, Mitsubishi, Blue Star , Godrej , Samsung, Voltas. , Others.</p>



**Technical Bid**

The technical bid shall contain following information in a sealed cover super scribed **“Technical Bid for supply and installation of Air Conditioners on rental basis”**. It shall consist of the following documents/ information:

1. Name & Postal address of Firm:

Telephones Nos.:

Fax Nos.

E-mail:

Mobile Nos:

2. Name & address of Owners/ Partners/ Directors :

3. Nature of Agency (Sole/ Partnership/ otherwise) :

4. If Registered, Regn No with validity of registration with appropriate authority:

5. Goods & Service Tax Regn No. (Attach copy):

6. PAN No. (Attach copy):

7. At least one work order issued by Govt organizations/ PSUs/ Autonomous bodies/ reputed Private organizations in each of the last two years (Attach copies).

8. Has your organization been placed in defaulter category by any Govt. Department/ PSU? If not, please submit a certificate as per Annexure IV to this effect.

9. Are you related in any way with any staff member of JCI : Yes/ No.

10. The tender document should be **duly signed on each page**.

**Check list.**

<b>S. No.</b>	<b>Check list of documents/ Undertakings</b>	<b>YES/NO</b>	<b>Remarks (Give reasons if answer is No)</b>
1.	Is sum of Rs14,000/- towards EMD transferred to JCI Account?		
2.	Is copy of Goods & Service Tax Regn certificate attached?		
3.	Is copy of PAN No. attached?		
4.	If MSEs or MSME registered? if registered documentary proof to be submitted along with bid.		
5.	Is at least one work order issued by Govt organizations/ PSUs/ Autonomous bodies/ reputed Private organizations in last two years attached?		
6.	Is undertaking certifying that the Firm is not black listed signed as per Annexure IV?		
7.	Original Tender document duly signed and stamped in all pages.		
8.	Financial Bid		

Place : Signature of the Proprietor/ Authorized Signatory

Date : Rubber Seal indicating complete address

**Financial Bid**

The financial bid should be enclosed in a separate sealed cover super scribed **“Financial Bid for supply and installation of Air Conditioners on rental basis”**. Firms must clearly indicate in their offers the different taxes and duties which they propose to charge extra mentioning clearly the present rate(s) thereof.

<b>S. No.</b>	<b>Description (Items/ Particulars)</b>	<b>Installation Charges per Unit (One Time) in Rs.</b>	<b>Accounting Unit</b>	<b>Qty</b>	<b>Rental per Unit per month (Rs)</b>	<b>GST Rate @18% (Rs.)</b>	<b>Total Rental cost per Unit per month (Rs)</b>
1	3 Star Split Air Conditioner, 2 Ton		Nos.	9			
2	3 Star Split Air Conditioner, 1.5 Ton		Nos.	1			
3	3 Star Window Air Conditioner, 1.5 ton		Nos.	1			
4	3 Star Tower Model AC 2.0 Ton		Nos.	10			
5	3 Star Tower Model AC 4.0 Ton		Nos.	1			

<b>Sl.No.</b>	<b>Description (Items/ Particulars)</b>	<b>Amount (Rs)</b>	<b>GST Rate @18% (Rs.)</b>	<b>Total Amount (Rs)</b>
01	Electrical Job (For 01 time only) <b>LUM SUM</b>			

Note : The quoted rates shall include all taxes, duties, GST, insurance, custom duty etc. as applicable and no extra shall be payable on this account. Vague offers such as custom duty extra, cartage extra, tax extra etc shall not be accepted. Any extra taxes, duties, levies not written in the above table but written separately at any other place in the bid document shall not be considered and the bidder shall bear it.

Signature :  
 Name & Designation :  
 Name of the Firm/ Agency:  
 Seal of bidder :  
 Date :

**UNDERTAKING (To be submitted with Technical Bid)**

It is certified that my Firm/ Agency/ Company has never been **black listed** by any of the Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings of the Government of India or Government of West Bengal or any other State Government or reputed Private organizations and no criminal case is pending against the said Firm/ Agency/ Company as on \_\_\_\_\_.

Signature of the Bidder \_\_\_\_\_

Name of the Signatory \_\_\_\_\_

Name of the Firm/Contractor \_\_\_\_\_

Seal of the Firm/Contractor \_\_\_\_\_

Place:

Date: \_\_\_\_\_

**Agreement to be signed for Rate Contract**

<Stamp paper of requisite amount>

**Agreement for Air Conditioners on Rental Basis**

This agreement is made on \_\_\_\_\_ 2023 between the **The Jute Corporation of India Limited, 15N Nellie Sengupta Sarani, 7<sup>th</sup> Floor, Kolkata-700087** hereinafter referred to as "JCI",

and

M/s \_\_\_\_\_, a registered company with registered office at \_\_\_\_\_, hereinafter referred to as "Contractor",

and both the parties as mentioned above set forth and agree to abide by the following terms of this agreement.

WHEREAS the contractor has tendered for providing Air Conditioners to the JCI on rental basis as per the terms and conditions mentioned in the tender document. Whereas such tender has been accepted and the contractor has deposited with the Tendering Authority the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as security for the fulfillment of this Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

1. The contractor has accepted the contract on the terms and conditions set out in the tender notice no. \_\_\_\_\_ dated \_\_\_\_\_, which shall hold good during period of this agreement.
2. Upon breach by the contractor of any of the conditions of the agreement, the Tendering Authority may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the JCI to claim damages for antecedent breaches thereof on the part of the contractor and also to reasonable compensation for the loss occasioned by the failure of the contractor to fulfill the agreement as certified in writing by the Tendering Authority which certificate shall be conclusive evidence of the amount of such compensation payable by the contractor to the JCI.
3. Upon the determination of this agreement whether by effluxion of time or otherwise, the said deposit shall after the expiration of two months from the date of such determination be returned to the contractor but without interest and after deducting there from any sum due by the contractor to the Government under the terms and conditions of this agreement.

4. This agreement shall remain in force until the expiry of 12 months from the date of entering into the contract but the Tendering Authority may cancel the contract at any time upon giving one months notice in writing without compensating the contractor.

5. The contract will be governed by the terms and conditions of the tender documents and therefore, the following documents shall be deemed to form and be read and constructed as a part of this contract viz.

- a) The letter of acceptance
- b) The Bid
- c) Addendum to Bid; if any
- d) Tender Document
- e) The Bill of Quantities
- f) The Specification

6. JCI shall pay to the Contractor the contract amount or such other sum as shall become payable, at the times and in the manner specified in the terms and conditions of tender/ contract.

7. JCI reserves to itself the right of altering the scope of work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.

8. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work within \_\_\_\_\_ after the date of issue of formal work order \_\_\_\_\_ and to complete the entire work within \_\_\_\_\_.

9. All disputes arising out of or in any way connected with this contract shall be governed by the DISPUTE RESOLUTION & GOVERNING LAWS clause as mentioned in the tender document and only the Courts at Kolkata shall have exclusive jurisdiction over any matters arising out of this Contract.

10. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of duly authorized representatives on the day, month and year first before written.

Signed:

For and on behalf of  
The Jute Corp. Of Ind Ltd. Kolkata

\_\_\_\_\_  
Authorized Signatory

Witness 1 \_\_\_\_\_

Witness 2 \_\_\_\_\_

For and on behalf of  
M/s \_\_\_\_\_  
Authorized Signatory

Witness 1 \_\_\_\_\_

Witness 2 \_\_\_\_\_