



## **The Jute Corporation of India Limited**

(A Government of India Enterprise)  
15N, Nellie Sengupta Sarani, 7<sup>th</sup> Floor  
Kolkata – 700 087

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Tender for Design, Development and  
Maintenance of Mobile Application for Stakeholders of  
The Jute Corporation of India Limited

**Ref: JCI/IT/APP/2023-24/RFP dated 21/10/2023**

## **Tender for Design, Development, and Maintenance of Mobile Application for Stakeholders of The Jute Corporation of India Limited (JCI)**

The Jute Corporation of India Limited (JCI) wishes to invite bids for the Design, Development, and maintenance of a new Maintenance of Mobile Application for the Corporation. It is required to submit a detailed proposal for the above assignment, as per the requirements mentioned in this document.

<b>Name of services</b>	<b>Specifications / Scope of Work</b>	<b>Mode of Submission</b>	<b>Earnest Money Deposit (₹)</b>
Design, Development, and Maintenance of Mobile Application	As per the tender document	Online through GeM	5,000/-

### **1. General Information about Tender and Bid Submission**

**1.1. Important dates:** The bidder shall carefully submit the bids within the timelines only. Any deviation in the timeline shall not be accepted in any case. The Corporation reserves the right to change the schedule as per the circumstances.

<b>Particular</b>	<b>Details</b>
Date and time of downloading of bid document	21-10-2023 to 11-11-2023 (12:00 Hrs.)
Last date of submission of Bid along with EMD	11-11-2023 (12:00 Hrs.)
Date and time of opening of Pre-qualification / Technical Bid	11-11-2023 (12:30 Hrs.)
Date and time of opening of Price Bid	To be informed separately

### **1.2 Important Notes**

- This tender document contains the specification for the development of a Mobile Application for the stakeholder of the Corporation.
- Furnishing of earnest money as per this specification is essential otherwise the tender will be rejected. Waiver of EMD amount be allowed as per Terms and Conditions of GeM.
- The tender specification detailed terms and conditions and technical details can be downloaded from websites [www.gem.gov.in](http://www.gem.gov.in) and [www.jutecorp.in](http://www.jutecorp.in).
- The validity of the proposals will be up to 60 days from the date of opening of the bid days from the date of opening of the price bid whichever is later.

### **1.3 Bid Submission:**

The bidder shall submit the bids through GeM only.

## 2. ELIGIBILITY CRITERIA

**2.1 Mandatory Qualification Criteria:** A bidder participating in the procurement process shall possess the following minimum pre-qualification/ eligibility criteria:

#	Requirement	Specific Requirements	Documents Required
1.	<b>Legal Entity</b>	The bidder should be a company registered under the Indian Companies Act 2013 OR A partnership firm registered under the Indian Partnership Act, 1932. OR A Limited Liability Partnership registered under Indian Limited Liability Partnership Act, 2008 OR A Proprietorship firm registered under the Shops & Commercial Establishments Act, 1958 or a similar Act of any other State/ Union, as applicable	Copy of Certificates of incorporation / Certificate of Registration
2.	<b>Financial: Net Worth</b>	The net worth of the bidder as per the last published balance sheet on 31-03-2022 should be Positive.	CA Certificate with CA's Registration Number / Seal
3.	<b>Tax registration and clearance</b>	The bidder should have a registered number of 1. GST where his business is located 2. PAN Number	Copy of PAN GST registration Certificate
4.	<b>Mandatory Undertaking</b>	Bidder should: - a) not be insolvent, in receivership, bankrupt, or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended, and must not be the subject of legal proceedings for any of the foregoing reasons b) not have, and their directors and officers do not have been convicted of any criminal offense related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified according to debarment proceedings c) not have a conflict of interest in the procurement in question as specified in the bidding document. d) Comply with the code of integrity as specified in the bidding document.	Self-Certified letter as per Annexure: Self- Declaration

**2.2 Eligibility Criteria for Technical Bid:** A bidder participating in the procurement process shall possess the following eligibility criteria. Based on the Eligibility criteria, the bidder will be scored and can be evaluated for eligibility.

#	Basic Requirement	Specific Requirements	Documents Required
1.	<b>Financial: Turnover from</b>	Annual Turnover of the bidder the last three financial years i.e., from 2020-21 to 2022-23 (as per the last published audited balance sheets) should be at least ₹ 1.0 lakhs	CA Certificate with CA's Registration Number / Seal
2.	<b>IT Related Work Experience</b>	The bidder must have relevant experience in Mobile Application / Web application development of any Central Government Department / State Government Department / PSEs in India during the last five years	Work Order(s) + Work Completion Certificate(s) from the client
3.	<b>Similar Work Experience</b>	Bidder must have Similar experience in handling at Experience in working with Corporations any Central Government Department/ State Government Department / PSEs / Govt. Undertakings in India in last three years	Work Order(s) + Work Completion Certificate(s) from the client
4.	<b>Certification</b>	ISO 9001:2015, ISO/IEC 27001:2013	Self-certified copy of valid quality / security certificates valid during bid validity period.

### 2.3 DOCUMENT REQUIREMENTS

1. Attach a signed copy of the tender document.
2. Attach an undertaking on letterhead regarding a non-Blacklisted company.
3. Work orders of mobile / web application development work along with completion certificate.
4. CA Audited Balance Sheet of last three financial years.
5. ISO 9001:2015 and ISO 27001:2013 Quality Assurance certificates
6. Turn over Certificate mentioning turnover of firm/company over last 3 financial years issued by registered Chartered Accountant.
7. Details of registration as Company with its Registered Address and local address (if any).
8. Copy of Certificate of Registration for GST/PAN card.
9. Attach a signed copy of the Acceptance of Tender/ Conditions Forms Any other document mentioned in the checklist at the end of this document shall be attached to the technical bid.
10. The details of the Service Charges must be submitted in the Financial Bid only. It is worth mentioning here that the rates once quoted/ finalized will remain the same/ unchanged for a period of the contract.
11. Money Deposit (EMD) of ₹5,000/- only. The Earnest Money Deposit may be submitted in the form of a Bank Demand Draft only of any scheduled bank and issued in the favour of "The Jute Corporation of India Limited (JCI), payable at "Kolkata" or NEFT and proof of the same must be submitted by the last date fixed for the submission of the tenders. The bidder who will not submit the demand draft up to the last date and time fixed for the submission of tender will be considered invalid and his/ her bid will be rejected without any prior notice. The demand draft must reach the office of The Jute Corporation of India Limited (JCI) on which the name and address of the bidder must be written on the backside. The Parties registered with the Ministry of Micro, Small, and

Medium Enterprises (MSME) are exempted from the payment of Earnest Money Deposit only. However, the said firms/ bidders must have to provide a copy of the said certificate to The Jute Corporation of India Limited (JCI).

### 3. SCOPE OF WORK

The scope of work for the Selected Bidder during the period of contract/ engagement shall include:

#### 3.1 Scope of work for Mobile Application (Android-based only)

- Aadhar-enabled Self-registration by the stakeholders. However, access will only be enabled upon verification by JCI Officials.
- Transaction and status to be visible for registered farmers.
- Listing of Year-wise Minimum Support Price
- JCI Office locations (list and map view) with contact details and directions. Contact nearby JCI Officials through WhatsApp option is also to be given.
- GPS enabled Weather forecast information as per Indian Meteorological Department by using API
- Listing of Video tutorials with tag and search option for modern agronomic practices
- Chat-bot Support with voice messaging (English, Hindi, Bengali)
- Grievance lodging with image / video /audio attachment support
- Broadcasting and/or listing of JCI News and updates
- Multi-lingual support – English, Hindi, Bengali, Assamese, Odiya, Telegu

#### 3.2 Mobile Application integration with Web Portal

- Stakeholders' registration request verification with event email alert
- Entry page Minimum Support Price and jute variety and grade
- Entry page for JCI Office locations along with capturing / entering GPS co-ordinates, contact details
- Uploading of video tutorials with appropriate tags
- Setting up chat-bot
- Uploading and scheduling news and updates with option to target segmentation
- Viewing / giving feedback to received grievances with uploading option

#### 3.3 Features of Application

- Mobile application login can be MPIN / Biometric authentication based
- Some of the information can be seen even without logging in
- Every log is to be maintained
- Notification alert
- Stakeholder registration and transaction status be fetched from JCI's existing ERP

#### 3.4 Application Development Activities envisaged

- Preparation of SRS (Software Requirements Specification)
- Creating app UI, Application should have scalability and modularity for future Modification
- Creating a database
- Obtaining Security audit certification from STQC
- The application should be hosted on MeitY empanelled cloud service providers only
- Connection of the UI with the database.
- Publishing the app on Google Play Store for rollout
- Preparation of Application User Guide both for stakeholders and JCI Officials along with FAQs

#### 3.5 User Interface Requirements

- All icons must be crisp, clean, and distinguishable and should be as per the guidelines of the mobile application platform
- All buttons and objects must be reactive to touch and work as intended

- All functions must stay within the mobile platform boundaries
- All data must be easily viewable on different Mobile platforms
- Free downloads from Google play store

### 3.6 Timeline

- Vendor must complete the Development, Testing, Tuning and Hosting of the Beta version of the App in a Live Server and make the same available in Google Play Store within 21 calendar days from the issuance of Work Order.
- Vendor must share the Design Documents based on the JCI Requirement document for JCI Review & Sign-off.
- User Manual, Admin Manual, Test Cases, Test Plan and QA Results for User Acceptance testing.
- 1 year warranty from the date of accepting final version.

## 4. EVALUATION OF BIDS

### EVALUATION OF BIDS

**4.1 Scoring Criteria:** The technical bid of the bidder shall be evaluated for the Eligibility and prequalification criteria. Only eligible bidders shall be given a score based on the following parameters based on the documents attached in the technical bid only.

Parameter Name	Max Marks	Maximum Points
Last three-year annual average turnover	More than ₹ 1 Crore = 10 points More than ₹50 lakh up to ₹ 1 Crore = 7 points More than ₹1 lakh up to ₹ 50 lakh = 5 points	10
IT-related work orders of govt sector with completion certificates	10 or more than projects = 20 points 7 - 10 projects = 15 points 3 - 6 projects = 10 points 1 - 2 = 5 points	20
<b>PRESENTATION:</b> Prior work-related knowledge/experience, approach, methodology, Action Plan (to be assessed by evaluation committee)	35 points	35
Experience in working with JCI and Real-time Data integration with Mobile Application / Web Application Development	10 Points	10
PAN & GST Registration UDYAM Registration SC/ST Entrepreneur Woman Entrepreneur Start-up Registration	25 Points (3 points each)	25
<b>TOTAL POINTS</b>		<b>100</b>

Detailed technical evaluation including demonstration of the prototype (if required) shall be carried out along with other conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid will be the one that confirms all the eligibility terms and conditions of the tender without any material deviation.

**This Bid is based on Quality & Cost Based Selection (QCBS). The technical qualification parameters are as follows.**

The committee may call the responsive bidder(s) who comply with all terms and conditions of the tender for discussion and presentation to facilitate and assess their understanding of the scope of work and its execution. The bidder should give a detailed presentation on how their prototype is best suited for the work. If the committee is not satisfied with the understanding of the bidder or prototype then the committee may reject the bid based on quality.

## FINANCIAL BID EVALUATION

The Financial Bid of those Bidders who will score 60% in Technical Evaluation, will be opened. The Financial Bids shall be opened in the presence of representatives of technically eligible Bidders, who may like to be present. The financial bid shall have a weightage of 30 Marks out of 100 marks.

## COMPARISON OF BIDS

Only eligible bids will be determined and out of eligible bids 70%, weight-age will be awarded for Technical Evaluation and 30% weight-age will be awarded for Financial Evaluation. Technical Bid will be assigned a Technical Score out of a maximum of 100 points, through evaluation of the Technical Bid. The total score shall be calculated based on Technical & Financial Bid according to 70:30 weightage. The highest scorer bidder shall be selected provided fulfill rest terms & conditions of this tender.

## FORMULA FOR CALCULATION OF FINANCIAL BID WEIGHTAGE

The lowest price (L1) amongst all the bidders will be awarded full marks i.e. 30 marks. Evaluation/Scoring of other bidder's Price (P) with respect to L1 price will be calculated as per the following formula:

$$\text{Financial Score} = \frac{\text{Lowest Price (L1)} \times 30}{\text{Bidder's Price (P)}}$$

Format -

Bidder Name	Total tech score	Financial Score	Net Score	Status

## 5. TERMS AND CONDITIONS

1. Payment terms:
  - 50 % on publishing beta version on Google Play Store
  - 40 % after submitting successful audit certificates from STQC.
  - 10% after 2 months from date of completion of warranty period
2. EMD Deposit:
  - (a) The EMD deposited by the successful bidder will be refunded to the successful bidder after receiving the Beta version of the application.
  - (b) The Earnest Money Deposit (EMD) will be refunded to the unsuccessful bidders within three months of the date of the purchase order, without any type of interest.
  - (c) EMD deposit shall be waived as per Gem Terms & Conditions.

3. The Jute Corporation of India Limited (JCI), reserves all the rights to accept or reject any tender without assigning any reason and to impose/relax any term and condition of the tender.
4. Service Agreement:  
The successful bidder will have to sign a service agreement with The Jute Corporation of India Limited (JCI), All the conditions mentioned in the format of the Service Agreement will also be treated as a part of this Tender.
5. Penalty Clause:
  - (a) If any complaint regarding lack of services is received by The Jute Corporation of India Limited (JCI), then the contractor will be charged a financial penalty of ₹1000/- per delay of work. If the contractor does not respond to the complaints/malfunctioning report in written communication/email for more than 1 working day, then the contractor will be charged a financial penalty of ₹1000/- per complaint per day.
  - (b) In case of frequent complaints, the financial penalty that will be decided by The Jute Corporation of India Limited (JCI), will be imposed and the contract of the firm will be terminated based on poor performance. In case of any leakage of data, a financial penalty that will be decided by The Jute Corporation of India Limited (JCI), will be imposed upon the service provider and the contract may be terminated with immediate effect.

## **6. TERMINATION:**

(a) The JCI may, without prejudice to any other right or remedy, 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 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, 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 in the judgment of JCI has engaged in corrupt or fraudulent practices in completing or in executing the contract. In the event, JCI terminates 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.
- iv. 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 notice in writing have the right to terminate the Contract and all the rights and privileges of the Bidder/ Service Provider hereunder, shall stand terminated forthwith.
- v. If the JCI considers that, the performance of the Bidder/ Service Provider is unsatisfactory, or not up to the expected standard, the JCI shall notify the Bidder/ Service Provider in writing and specify 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/ Service Provider if the Bidder/Service Provider fails to comply with the requisitions contained in the said written notice issued by the JCI.

(b) Subject to other terms and conditions, the Bidder may by giving not less than 30 (thirty) days' written notice to JCI, terminate the contract under 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 Service Provider 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 Service Provider.

#### **7. SAFETY CODE**

The Bidder shall at his own expense arrange for the safety provisions directly or indirectly employed for the performance of the works and shall provide all facilities in connection therewith. JCI shall not be liable for any accident, injury or any other mishap caused to the employees/agents employed by the Bidder and for any kind of damage caused during the execution of the contract or work done.

#### **8. 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 is endorsed and reduced into writing.

#### **9. 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 RFP/ Contract and have been and is on the date of this RFP/ Contract duly authorized by all necessary and appropriate corporate or other action to execute this RFP/ 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 RFP/ 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 RFP/ 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 RFP/ Contract, written or oral, to which it is a party.

#### **10. STATUTORY COMPLIANCES**

The Successful Bidder shall comply with the provisions of the Information Technology Act, 2000, Contract Labour (Regulation & Abolition) Act, 1970, the Minimum Wages Act 1948, the Employee State Insurance Act, 1948, Payment of Wages Act 1936, Workmen's Compensation Act 1923, The Employee's Provident Fund Act (Miscellaneous Provisions) 1952 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 aforesaid 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.

#### **11. LEGAL RELATIONSHIP**

The contract is on a principal-to-principal basis and does not create any employer-employee relationship. Bidder shall provide the services herein as an 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 shall be engaged by him as own employees in all respects, and all rights and liabilities under the labour laws and other applicable acts/ rules in respect of all such personnel shall exclusively be that of the Bidder/ Contractor.

**12. 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, copyright, or other protected rights in respect of any software, device, plant, machinery, work, materials, and process used in connection with the contract or during the execution of work/ contract.

**13. 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 alleviating its effect on this contract by agreeing to such alternative agreement as may be fair and reasonable.

**14. 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 the award of the 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 the 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.

**15. 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 or in electronic form etc.

Corporation’s Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Service Provider Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**16. INDEMNITY:**

The Bidder will defend, indemnify, hold harmless, and keep JCI, its directors, officers, employees, representatives, and agents indemnified from and against all losses, damages, claims, suits, and legal proceedings including but not limited to claims 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-fulfillment 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.

## **17. DISPUTE RESOLUTION & GOVERNING LAWS:**

All disputes, 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 mediation/ negotiations between the parties. In the event the matters are not resolved amicably within 30 days from the date of the receipt of mediation/ negotiation letter/ email, 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.

## **18. 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 the 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.

## **19. TIME IS OF THE ESSENCE**

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

## **20. 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 a breach of contract on the part of the Bidder, and the JCI shall be entitled to claim damages.

## **21. SURVIVAL**

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

## **22. WAIVER**

Failure or delay of either Party at any time to require performance of any provision of this contract shall not affect the right to require full performance thereof at any time thereafter and the waiver by either Party of a breach of any provision shall not be taken or held to be a waiver of any subsequent breach thereof or as nullifying or restricting the effectiveness of such provision.

## **23. CONTRACT NOT ASSIGNABLE**

Bidder shall not sub-contract, transfer, or assign the Contract, or any part thereof, or any rights or responsibilities thereunder without the prior written consent of JCI.

#### **24.PRIVACY AND DATA PROTECTION**

The Bidder shall (i) comply with all applicable data protection and privacy laws; (ii) comply with all norms and standards that relate to data protection and privacy laws including the privacy and security of personal information; (iii) refrain from any action or inaction that could cause a breach of any data protection and privacy laws; (iv) do and execute, or arrange to be done and executed, each act, document and thing it deems necessary in its business judgment to keep itself compliant with the data protection and privacy laws; (v) shall take appropriate technical and organizational measures designed to protect against any unauthorized or unlawful processing of personal data and/ or accidental loss, destruction, or damage to personal data; (vi) immediately report theft or loss of personal information to JCI.

#### **25.LOCAL CONDITIONS & OTHER FACTORS**

It is imperative for each Bidder to be fully informed of all countrywide as well as local conditions, factors, and legislation that 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 the 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 the 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.

#### **26.DISCLAIMER:**

JCI is not obligated to enter into any contract with anyone 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.

TECHNICAL BID

<b>SN</b>	<b>Particulars</b>	<b>Details</b>
1	Name of the bidder	
2	Principal place of business	
3	Address with Telephone numbers, Fax numbers, etc	
4	Date of incorporation and/or commencement of business	
5	Name of Partners / Directors with DIN	
6	UDYAM Registration No. (if any)	
7	PAN	
8	GSTIN	
9	Brief description of the Service Provider's line of business	
10	Name, designation, postal address, e-mail address, phone numbers, etc., of Authorized Signatory of the bidder with power of attorney (along with Mobile No & Email)	
11	Details of individuals who will serve as the point of contact / communication with the department / Client in case of the award of the contract (along with Mobile No & Email)	

We, \_\_\_\_\_ have read the full tender document and are agreed to the terms and conditions of this tender document.

Signature & Stamp of Authorised Signatory