

Tender Document Cost : Nil

TENDER FOR HIRING OF OFFICE SPACE ON RENT FOR THE CORPORATION

Closing date of submission of bids : 03-07-2024 at 12:00 PM

Opening of bids : 03-07-2024 at 02:00 PM

Tulshihata RLD, Malda Regional Office of The Jute Corporation of India Limited (JCI) invites sealed tenders from owners of well-constructed Office Premise/Space who may be individuals, companies, institutions, service providers for office purpose of the Corporation on a monthly rent basis. The rent period will be for five (05) years.

The Tenderer should submit the tenders under:

1. **Envelope “A”**: To be marked as “Technical Bid “which etc. located in and around the area of English Bazar- Malda Town, Dist.-Malda, West Bengal for should contain all enclosures/annexure i.e. (Annexure-1,2 & Annexure-3) (as mentioned in the terms & conditions).
2. **Envelope “B”**: To be marked as “Financial Bid(Annexure-4)” 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 to the office of **The Jute Corporation of India Limited, Tulshihata RLD, Near Tulshihata Krishak Bazar, P.O- Tulshihata, P.S- Harischandrapur, Dist.- Malda, Pin- 732140, West Bengal** on or before **03-07-2024 within 12:00 p.m.** and the same shall be opened at **02.00 p.m.** on the same day, in presence of the tenderers who may wish to remain present.

The prescribed Tender Forms along with the terms & conditions can be obtained from the JCI Regional Office, Tulshihata RLD, Malda during the working hours on any working day up to 2:00 p.m. Further, the same shall be also available in JCI’s official website viz. **www.jutecorp.in** & CPP portal.

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

**Regional Manager
Tulshihata RLD, Malda
JCI**

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 Rib boning 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 an assortment of the procured jute, packs the assorted jute in to bales and conducts despatches of the jute to different locations across India.

Annexure-1**BID-I (TECHNICAL)****1. Mandatory requirements**

- a) Total covered area should be minimum – **1200 sq.ft.**
- b) Copy of ownership documents duly signed by the owner to be submitted.

2. Location of the Premises

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

3. Indicate clearly whether the approach road to the Premises fit for Four Wheeler & Two Wheeler Vehicles-

YES	NO

4. Description of the Premises

Sl. No	Description	Measurements(ft.)			Construction: Roof, Walls, Floor
		Length	Breadth	Height	
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

5. Whether Available

a)	Bath Room	
b)	Sanitary Privacy	
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 fire fighting purpose available within the premises. YES / NO	
d)	If repairs additions or modifications required and whether land or disagreeable to do the Same before handing over	
e)	Floor type(Kacha/pucca)	

7. Total covered area - _____sq. ft.

(for arriving a effective covered area deduct –Entrance door, Staircase or any other area not useful)

8. Open Area-_____sq. ft.**9. Total Area - _____sq.ft.**

Name & Signature of the Tenderer with seal

10. Schedule of the Premises

Name of owner of Premises:

Address:

Premises No.....

Ward No.....

Mouza...

JL No....

Khatian No.....

Plot No

Dag No-...

P.S...

P.O...

Name & Signature of the Tenderer with seal

Annexure-2

TERMS & CONDITIONS

1. A lease agreement will be executed between the owner/ landlord and JCI/ Tenant which shall be effective on and from the date of execution thereof. The Landlord shall hand over the physical possession of the leased premise within 15 days of acceptance of the tender and 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 (05) years and under extraordinary circumstances may be extended for a period stipulated in the lease agreement.
2. JCI will pay monthly rent on receipt of the rent bill drawn by the Landlord or its authorized representative/constituted attorney through NEFT or through online payment mode only in favour of the Land lord 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 authorizing the attorney for the aforesaid purpose. The aforesaid rent is inclusive of maintenance and other charges.
3. 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.
4. In the event the landlord/ owner fails to comply with clause 3 herein above JCI may cancel the tender or make repair/ renovation work on its own, at the cost of the landlord, and the amount so incurred, shall be deducted from the monthly rental bills.
5. All taxes, and 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.
6. The landlord /owner shall, at its own cost, if required under the Law, obtain/renew the 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 a necessary insurance policy of adequate amount.

Name & Signature of the Tenderer with seal

7. The premises shall be used for an 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.
8. 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.
9. The agreement may be terminated by either party before the expiry of the lease period by giving 60 days prior notice in writing to the other party.
10. 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.
11. 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 a separate electric connection in its name. If the electricity is catered through an 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 before the due date.
12. 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 or 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 the work requested, the tenant may undertake such work, at the cost of the landlord /owner and adjust the amount incurred from the rent bills.
13. 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.

Name & Signature of the Tenderer with seal

14. The landlord / Owner hereby agrees that the tenant shall be entitled to sublet or assign its right in respect of the said leased premises to any third party, with prior consent from the landlord in writing.
15. 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.
16. 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.
17. Upon the finalization of the tender process, the landowner/owner shall deliver quiet and peaceful possession of the said premises to JCI.
18. The Landlord / Owner shall co-operate and or execute necessary documents to enable JCI to obtain necessary permits /licenses for operating /carrying on its activities from the said premises.
19. The Landlord / Owner shall pay in time to the proper authorities the present rates, taxes, assessments, and outgoings in respect of the said premises.
20. The Landlord / Owner shall keep the premises in a tenantable state of repairs and wind and watertight condition.
21. Any bribe, commission, or 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.

Name & Signature of the Tenderer with seal

22. 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.
23. 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.
24. Neither party shall be considered as a 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 an act of God, war, revolution, civil commotion, embargo, epidemic, acts of government acting in their sovereign capacity, labor 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.
25. The Parties shall in the first instance attempt in good faith to resolve any dispute or claim arising out of or in relation to this Tender 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 Tender shall apply.

Name & Signature of the Tenderer with seal

26. In the event of any dispute or difference between the parties (which could not be resolved through negotiation/ mediation) arising out of this Tender Notice and/or relating to the interpretation of any provision or the performance or breach of any of the terms of this Tender Notice, such matter or matters shall be referred for arbitration and finally settled: -
- a. Under[theArbitrationandConciliationAct,1996,asamended];
 - b. By a sole arbitrator to be mutually appointed by both the parties;
 - c. The language of the arbitration shall be English.
 - d. The seat of the arbitration shall be at Kolkata.
27. The Tender shall be governed and construed in accordance with the laws of India and the Courts at Kolkata shall have exclusive jurisdiction over any matters and disputes arising out of or relating to this Tender.
28. The Landlord/ Owner must enter into an agreement on Rs.100/- non-judicial stamp paper within _____ days after confirmation by JCI. Registration of the agreement shall be an equal obligation of both the parties and the registration fee and stamp duty, if applicable, shall be borne and paid by both the parties in equal shares.
29. 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.
30. The Landlord shall hand over the Premises to the Tenant within 15 days after finalization of the Tender.
31. JCI is under no obligation 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 tender/ bid documents.

Name & Signature of the Tenderer with seal

Annexure-3

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: _____

Annexure-4**BID – II (FINANCIAL)**

Name of the Premises & Address: _____

We have gone through all the Terms and Conditions of the tender and declare to abide by the same. We agreed to offer our Premise/Space for the purpose of Malda Regional Office, The Jute Corporation of India Limited at the below mentioned rates: -

Rate per square ft. only for the covered area per month inclusive of all taxes excluding GST	Rs. _____ per month. Rs. _____ Per sq.ft. (In Words) _____
Yearly Escalation (If any)	

Name & Signature of the Tenderer with seal

Place:

Date:

Annexure-5**(FORMAT) LEASE AGREEMENT**

THIS LEASE AGREEMENT made on the ____ day of (Month), 20XX at _____.

- **BETWEEN -**

1) (Name of the Owner (XXX), (Complete Address XX), (hereinafter referred to as 'Lessor'/ Landlord/ First Party' which expression shall mean and include unless excluded by or repugnant to the context his/her legal heirs, successors, executors, administrators, and assigns) on the **ONE PART**.

- **AND -**

THE JUTE CORPORATION OF INDIA LTD., a Government of India Enterprise, having its registered office 15N, Nellie Sengupta Sarani, Kolkata 700087, (hereinafter referred to as 'Lessee/ Tenant/ Second Party' which expression unless excluded by or repugnant to the subject or context be deemed to include its successors, executors, administrators, representatives, and assigns) on the **OTHER PART**.

WHEREAS, the Lessor named above is the absolute owner of the premise as fully described in the schedule below and has agreed to rent out the schedule premise on lease to M/s The Jute Corporation of India Ltd., Kolkata – 700087 as office on the terms and conditions as set forth hereunder.

AND WHEREAS, the Lessor represents and assures it has full right, power, and authority to enter and execute this agreement and that there is no dispute, mortgages, encumbrances, claims, or prohibition whatsoever from any authority or person in connection to the leased premise.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. The tenancy will be for a period of 5 years commencing from 1st day of (Month), 20XX to 31st day (Month), 20XX, and under extraordinary circumstances may be extended for a period of ____ months by the consent of both the parties.

1. The tenant shall pay monthly rent of Rs XXXXXXXX.... (Rupees XXXXXXXXXXXX Only) with effect from 00-00-2024. The rent shall be enhanced in every year @ XX %. After completion of agreement period on XX-XX-20XX, the same may be renewed with a new rate for a period of further five years on mutual agreement between the parties. Therefore, the rent of the five years will be as per below table.

Rent with effect from date	Rent with effect to date	Monthly Rent (Rs)
01-00-20XX	31-00-20XX	Rs. XXXXX/-
01-00-20XX	31-00-20XX	Rs. (XXXX + XX) = XXXX
01-00-20XX	31-00-20XX	Rs. (XXXX + XX) = XXXX
01-00-20XX	31-00-20XX	Rs. (XXXX + XX) = XXXX
01-00-20XX	31-00-20XX	Rs. (XXXX + XX) = XXXX

The tenant shall pay monthly rent on receipt of the rent bills drawn by the Landlord or its authorized 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 authorizing the attorney for the aforesaid purpose. The aforesaid rent is inclusive of maintenance and other charges. The aforesaid rent shall be payable within the 15th day of the succeeding English Calendar month without any formal demand, delay, or default.

- The Lessor will pay all kinds of taxes such as Municipal and Urban taxes etc., arising out of the leased premise except the business taxes, if any payable by the Lessee. The Lessor must co-operate and execute necessary documents to enable the Lessee to obtain necessary permits/licenses etc., if required for operating the office from the leased premise.
- The Lessor further agrees not to press for any enhancement of rent during the pendency/ validity of the current agreement on any ground.
- The Lessee will not let out or sublet any part of the premises to any third party without the prior consent of the Lessor and shall maintain peace and tranquility in the leased premise.
- The Lessee will keep the leased premise in tidy and neat condition and fixtures like basin, looking glass, glass panes shall be replaced by the Lessee, if spoiled or damaged by improper use.

6. The Lessor will keep the leased premise in good order and all repairs/ alterations, whitewashing, etc. are to be done by the Lessor at his own cost every alternate year or within 15 days from the receipt of a written request by the Lessee, failing which necessary repairs/ alterations/whitewashing, etc. will be done by the Lessee, and the expenses so incurred will be adjusted against the monthly rent payable by the Lessee.
7. The Lessor must ensure sufficient water supply in the leased premise and the supply shall be for 24 hours without any extra charges.
8. The Lessor will provide free passage for the movement of officers/staff of the office.
9. The Lessor will provide a separate electricity meter for the leased premise and/or the Lessee will be entitled to use electricity from the existing meter bearing no _____ standing in the name of the Lessor. Electricity charges on a consumption basis will be paid by the lessee on receipt of the bill along with the monthly rent.
10. The agreement may be terminated by either party by serving 60 (sixty) days' prior notice in writing upon the other party.
11. The premises shall be used for office and guest house by the Lessee, as may be deemed proper from time to time. The same may also be used for occasional halt of the Lessee's visitors & officials as may be allowed by the Lessee. One/ Two officials of the Lessee may stay at the leased premise overnight in case it is used as a Guest House.
12. The parties hereto agree to be strictly bound by the terms and conditions of this agreement and the same cannot be altered, modified, or rescinded unless agreed in writing by both the parties.
13. That the Lessor shall take comprehensive insurance coverage for fire and all risks in respect of the leased premises and the Lessee will not be responsible for any loss or damage in the said premises caused due to such unforeseen events.
14. That the A/C payee cheques for the monthly rent shall be drawn in favour of XXXXXXXXXXXXXXXXXXXX or may be deposited electronically (RTGS/ NEFT etc.,) in the Bank Account given below on submission of stamped rent receipt/bill, duly signed by the Lessor.

Bank Name:

Account Type:

Account Name:

Account No.:

IFSC:

Branch with Address:

15. That the Lessor represents that the terms and conditions of the rent agreement entered with the Lessee are not in conflict with or in breach of any order/ decree of any court or authority or any terms of any contract/ lease, written or oral to which the Lessor/Landlord is a party.
16. All notices/ letters/ correspondences under this agreement or otherwise in connection to the leased premise, shall be in writing and sent to the address set forth hereunder or such other address as either party may agree in writing by personal delivery or by the recognized courier services, speed post or registered post etc.

Lessee Address:

Lessor Address:

.....,

.....,

Malda-.....

17. Neither party shall be considered in default of performance of any obligations under this 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. The Party affected, upon giving prompt notice to the other Party, shall be exempted from such performance during the continuance of such event of Force Majeure, provided that the Party so affected shall use its best reasonable efforts to avoid or remove such causes of non-performance and both Parties shall proceed immediately with the performance of their obligations under this Agreement whenever such causes are removed or otherwise ceases.
18. That the Parties shall in the first instance 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 on the other party of the dispute, then the remaining provisions of this agreement shall apply.
19. In the event of any dispute or difference between the parties (which could not be resolved through negotiation/ mediation) arising out of this agreement and/or relating to the interpretation of any provision of this agreement or the performance or breach of any of the terms of this 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;
 - b. the language of the arbitration shall be English; and
 - d. the seat of the arbitration shall be atMalda

20. This Agreement shall be governed, construed, and enforced in accordance with the laws of India, and the Courts at Malda shall have jurisdiction over any matters and disputes arising out of or relating to this agreement.
21. Each paragraph of this lease agreement shall be and remain separate from and independent of and severable from all and any other paragraphs herein except where otherwise expressly indicated or indicated by the context of the agreement. The decision or declaration that one or more of the paragraphs are null and void shall not affect the remaining paragraphs of this lease agreement.
22. The Lessor shall comply with the laws, rules, regulations, and by-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.
23. 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.
24. This Agreement, including and together with any related annexures sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and cancels all earlier discussions and negotiations of understandings, agreements whether written or oral, express, or implied, between them.

IN WITNESS whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

First Party/ Lessor/ Landlord

Second Party/ Lessee/ Tenant

Dated:

Dated:

WITNESSES: -

1. _____
2. _____
3. _____

SCHEDULE

Within the Collectorate of **Malda**, under P.S., within Mouza No., under Municipality, Ward No., Holding No., Plot No. Khatian No. within (2) **Malda** Mouja, measuring about sq.ft covering the entire 1st floor out of which an area of sq. ft has been rented to The Jute Corporation of India Limited. (*Map enclosed*)

At the North: -

At the South: -

At the East: -

At the West: -

In witness of the above, the parties named and described to hereunto set their respective hands and seal this day of Witness:

1. Lessor :

Witness:

2. Lessee :