

“Tender for Internal & External Painting work of JTM Office Building and Exterior Wall Painting of the JTM Godowns at The Jute Corporation Of India Limited under Forbesganj Regional Office.”

TENDER NO.: JCI/FBG/1/2024

NOTICE

The Jute Corporation of India Limited (hereinafter referred as JCI or The Company), invites sealed quotation (hereinafter called “the Tender”) in Two Bid-System from approved & eligible contractors/agencies of Autonomous bodies of State and Central Govt/Pvt. companies and other contractors/eligible Agencies (hereinafter called Agency/ies) to carry out Internal and External Painting work of JTM Office Buildings and Exterior wall painting of Godowns under Forbesganj Regional Office.

The tender document (including Annexures) containing the details of scope of work, eligibility criteria, submission requirement and payment of remuneration etc. can be downloaded from the official website of the Company. <https://www.jutecorp.in/>

Duly completed application along with Annexures and other required documents is to be submitted in sealed envelopes at the following address.

***Regional Manager
The Jute Corporation of India Limited
Forbesganj Regional Office
Sadar Road, Near Fancy Market,
Forbesganj, Dist. -Araria -
854318, Bihar***

Kindly note that the documents mentioned in the tender document are required to be compulsorily submitted with this Tender.

Failure to submit the required documents and Annexures along with tender may render the applicant ineligible for award of work order.

Any other document/information that may be required shall be submitted by the Applicant on demand of JCI.

For detailed specifications, terms and conditions including the timelines kindly refer to the tender document and for any updation/ subsequent corrigendum / amendments on the tender, visit our website at www.jutecorp.in As no individual intimation will be sent, participants are advised to visit our website regularly.

Last date for submission of Quotation is on or before **02nd July, 2024**. JCI will not review/consider any application if received after **11.00 AM on 02nd July, 2024**.

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GENERAL TERMS & CONDITIONS

This tender document is neither an offer letter nor a legal contract, but an invitation for quotation. No contractual obligation on behalf of the JCI whatsoever shall arise from this tender process unless and until a formal Work Order is issued by duly authorized officers of JCI.

A. SCOPE OF WORK

1. The Company has planned to carry out Internal and External Painting work of JTM Office Building and Exterior wall painting of Godowns under Forbesganj Regional Office. Which shall be carried out in (03) three districts of Bihar namely Araria, Kishanganj, Purnea.

Internal and External Painting work of JTM Office Building.

1. District Araria - The Jute Corporation Of india Limited, Sadar Road, Near Fancy Market, Forbesganj, Dist-Araria-854318, Bihar
2. District Kishanganj - The Jute Corporation Of india Limited, PO-Bahadurganj, DIST-Kishanganj, BIHAR-855101

Exterior wall painting of Godowns

- 1) Araria - JTM Godown - Sadar Road, Near Fancy Market, Forbesganj, Dist-Araria-854318, Bihar.
- 2) Kishanganj - The Jute Corporation Of india Limited, Paschim Pali, Police line Road, PO-Kishanganj, DIST-Kishanganj, BIHAR-855107
- 3) Kishanganj - The Jute Corporation Of india Limited, PO-Bahadurganj, DIST-Kishanganj, BIHAR-855101
- 4) Kishanganj - The Jute Corporation Of india Limited, MARKETING YARD, PO + PS -THAKURGANJ, DIST-KISANGANJ, BIHAR-855116
- 5) Purnea - The Jute Corporation Of india Limited, GULABBAGH DPC, BAZAR SAMIT, P.O.- MARKETTING YARD, DIST-PURNEA, BIHAR-854326

The scope of work includes Supplying of paints, Putty in required quantities and Labour charges of Painting and finishing on interior and exterior walls of JTM Office buildings and exterior wall painting of Godowns of The Jute Corporation Of India Limited under Forbesganj Regional Office. The estimated value of Work is Rs. 12,00,000/- excluding the taxes if any.

The Scope of works include removal of existing cement paints from exterior surface, Lime wash, Distempering, Emulsion Painting, Enamel painting on wood and steel surface, Exterior paints in the JTM Office buildings and Godowns under Forbesganj Regional Office, and as directed by Regional Manager/Officer in charge/DPC Manager.

Material to be used in the work shall be as per specifications mentioned in the scope of work, and as per the the direction of the Regional Manager/Officer in charge/DPC Manager. These materials shall be of standard, reputed and approved make. List of approved make of these materials is attached in **Annexure C**. Finishing work is to be completed in all respects. An incomplete work on any wall or any portion of building shall

not be measured for payment

The broad scope of work is as follows:

S.NO	PARTICULARS	DETAILS OF SERVICES TO BE PROVIDED BY THE AGENCY
1.	Interior and Exterior Painting of JTM Office Building	<p>The Agency will conduct Interior and Exterior Paintings of JTM Office Building at selected location as mentioned above by The Company.</p> <p>The Total area shall be approx. 2100 Square Feet with the variation allowed +/- 10%.</p> <p>Location of the JTM Office Buildings for Interior and Exterior Paintings: As mentioned above on page no.03</p>
2.	Exterior Wall Painting of JTM Godown	<p>The Agency will conduct Exterior wall Paintings of JTM Godown at selected location as mentioned above by The Company.</p> <p>The Total area shall be approx. 40,000 Square Feet with the variation allowed +/- 10%.</p> <p>Location of the JTM Godown for Exterior wall Paintings: As mentioned above on page no.03</p>

Sealed bids are invited from approved & eligible contractors/agencies of Autonomous bodies of State and Central Govt/Pvt. companies and other contractors/eligible Agencies for the above work. As the work has to be done at various locations, the successful bidder shall share the action plan for the execution of the work for the approval of the JCI. JCI as per its discretion may change the execution plan to suit its own requirement and the successful bidder shall abide by the same.

Technical Specifications of materials & workmanship

All workmanship, material and items of work shall conform to relevant BIS standards and description of items of the tender document.

Technical Specifications:

The Work shall conform to the technical specification as below: -

Sr. No.		Technical Specification of Items
1	Location of the Site	The Site name is as per Scope of work.
	Material to be used for Interior and Exterior paint of the JTM Office Building.	As per the scope of work.
2	Material to be used for Exterior WallPainting of JTM Godown	As per the scope of work.
3	Procedure to be followed	The surface of the wall should initially be cleaned with sand paper/Iron brush if necessary, depending upon the condition of the wall to be painted. The surface should preferably be smooth & plastered. After cleaning the wall properly up to satisfaction, painting one or two coats of primer with proper percentage mixing of turpentine oil only (Kerosene not allowed) is necessary. After confirming the dry condition, the interior and exterior wall shall be painted with two all weather coats of color as per requirement. The final painting color scheme shall be carried out as per requirement and direction of JCI.
4	Removal of hindrance	If there are small trees/branches/bushes in front of the building/wall, then they are to be cleared by the vendor for proper visibility before handing over the work.

Estimated cost of works is *Rs 12 Lakh exclusive of GST.*

B. ELIGIBILITY CRITERIA (TECHNICAL BID)

1. The Agency should be any of the legal entities as under:
 - a. A Propriety/Individual Concern
 - b. A Partnership Firm registered under Indian Partnership Act, 1932 (9 of 1932)
 - c. A Company formed under the Companies Act
 - d. A Limited Liability Partnership formed and registered under the Limited Liability Partnership Act, 2008.
2. Experience/Financial Strength:
 - A. The Agency should be equipped with adequate manpower and must have the sufficient working capital to execute the work.
 - B. The agency shall have annual average turnover of Rs 30 Lakhs for last 3 financial years/Copies of ITR mentioning Financial Turnover in the last three years.

C. Documents to be furnished with the tender document:

Documents mentioned in the Annexure A i.e. Technical Bid have to be mandatorily submitted. Failure to submit the required documents along with tender shall render the applicant ineligible for opening of financial bid.

D. PROCEDURE FOR SUBMISSION OF QUOTES:

The tender shall be submitted in two bid system i.e. Technical Bid and Financial Bid.

The bidders will be required to submit the following documents:

1. The cost of the tender document is NIL.
2. Earnest Money Deposit (EMD) @2% of the estimated work value.
 - a) The tender document, whether downloaded from the website or received from JCI, has to be compulsorily deposited along with Earnest Money Deposit of Rs 24,000/- (Rupees Twenty Four thousand only.) through NEFT/RTGS/UPI/Net Banking/online payment mode to the below mentioned account along with the bid.

A/C NAME-THE JUTE CORPORATION OF INDIA LTD

ACCOUNT NO.- 5206792778

IFSC- CBIN0280069

BANK- CENTRAL BANK OF INDIA

BRANCH FORBESGANJ, BIHAR, -854318

and payment proof/receipt copy has to be kept in envelope marked as "EMD". This envelope will be opened first and, in the event, in non-receipt of EMD or the envelope itself is not found, then the bid will be summarily rejected without opening of Technical or Financial Bid. No further queries shall be entertained in this regard.

3. Technical Bid:

- b) The Technical Bid to be submitted will be as per Annexure A, along with the Earnest Money Deposit,
- c) A bidder will submit an EMD of Rs 24,000/- through online payment mode NEFT/UP/Net Banking, etc. to the below mentioned account along with the bid.

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The duly filled annexure A along with the required documents and the signed copy of the entire tender document (each and every page to be signed and duly stamped implying acceptance of terms and conditions of the tender) to be kept in a separate envelope marked a “Technical Bid”

4. Financial Bid:

Financial bid shall be submitted as per Annexure B

Financial Bid duly filled as per Annexure- B to be kept in a separate envelope. marked a “Financial Bid”

All three envelopes containing EMD, Technical Bid and Financial Bid should be submitted in another bigger envelope super-scribed as **“Tender for Internal & External Painting work of JTM Office Building and Exterior Wall Painting of the JTM Godowns: 2024-25”**.

NOTE: The agencies/ firms registered under MSME shall be exempted from submission of tender document fee/ EMD provided it has supported its status with relevant documents. In the absence of the relevant document, the tender shall be processed as per normal procedure.

E. SCHEDULE OF DATES FOR TENDER:

Last date and time for submission of the tender	09 th July 2024 (at 11.00 AM)
Opening of the Technical Bid	09 th July 2024 (at 2.00 PM)
Opening of Financial Bid of technically qualified Bidder	09 th July 2024 (at 03.00 PM)
Declaration of the Successful Bidder	09 th July 2024 (at 4.00 PM)
Issue of the Work Order	10 th July 2024
Submission of execution plan by successful bidder	11 th July 2024
Completion of the work in all respect	45 days after approval of the execution plan.

NOTE: any change in the schedule shall be notified on the website of the company only and no individual communication will be sent to the bidder. Bidders are advised to regularly visit the website of the company for any updates on the tender.

F. EVALUATION PROCESS:

1. A committee headed by Regional Manager shall oversee the tender process and declare the successful bidder as per the tender process.
 2. Complete tender along with Annexure A and other required documents is to be submitted at the addresses mentioned.
 3. After receipt of tender, the designated Committee will scrutinize the same based on tender document and the documents provided by the bidder. The incomplete bids with mismatched profiles and/or incomplete documents will be rejected.
 4. Based on eligibility criteria (as mentioned in the tender document) supported by the relevant documents, if the Committee is satisfied about the credentials of the Agency and found as 'fit and proper' in the light of the nature of work, a decision to declare such bid as technically qualified will be recorded. Mere fulfilling eligibility criteria does not confer any right on the part of the applicant to be declared as technically qualified and the decision of the designated committee shall be final in this regard.
 5. No further queries shall be entertained for the Bidders whose bid is rejected for any reason whatsoever.
 6. Bidders whose bid is technically qualified shall be eligible for the opening of the Financial bid. The financial bid shall be opened at the time and place mentioned herein above.
 7. The bidder who has quoted the minimum per square feet rate shall be declared successful bidder and based on fulfilment of the tender requirement, will be awarded work order.
 8. In the event two or more bidder has quoted the same per square feet rate and the rates offered by them is the lowest one, then the quantity shall be distributed in equal proportion between such bidders. However, it is clarified that the distribution of the actual site/location shall be as per the discretion of the JCI and such bidders hereby undertakes to not to raise any objection in this regard.
- d) The successful bidder shall furnish a performance security as per the date mentioned above, equivalent to 3% of the total quoted value, through online payment mode ie. NEFT/RTGS/Net Banking/UPI to the below mentioned account along with the bid.

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In the event the successful bidder fails to submit the performance security

within the stipulated time, the EMD submitted by them shall be forfeited and the L2 may be awarded tender on L1 rates, subject to submission of performance security. If the L2 is not willing to take the tender at L1 rates, then L3 may be asked to take the tender at L1 rates and so on.

9. After the submission and acceptance of the performance security, JCI shall issue the work order in the favour of the successful bidder.

G. FORFEITURE OF EMD AND/OR PERFORMANCE SECURITY.

In the event the bidder fails to provide any information/documents to the JCI or backs out from the bid at any stage the EMD of such bidder shall be forfeited. Similarly, if the successful bidder fails to provide performance security then the EMD of the successful bidder shall be forfeited.

The performance security of the successful bidder may be forfeited if the successful bidder fails to execute the work as per the timeline or the performance of such bidder is not up to the mark as per decision of JCI or if there is a breach of the tender terms and conditions and the same is not rectified within the time frame mentioned by JCI.

The EMD of the unsuccessful bidders will be returned within 15 working days after the issue of work order. Similarly, the performance security of the successful bidder shall be kept on hold till the defect liability period (ie. (01) One year from the date of completion of work). Upon completion of the defect liability period, the bidder shall make an application for release of the performance security amount.

The EMD and performance security shall bear no interest.

H. PAYMENT TERMS

1. The successful bidder shall not be paid any advance on any account. The successful bidder shall be paid upon completion of the work. The Bidder shall submit the original invoice/bill along with the proof like photo with date, location of the work done etc. JCI may cross check the same and the payment will be made within 15 working days after the bills are approved in every aspect through NEFT/RTGS/UPI online payment mode. The payment shall be subject to deduction of TDS as per applicable laws. No interest shall be payable on the amounts withheld, under the terms of the work order.
2. Payment excluding GST (GST to be released after reflection in GST portal) will be made by 2 weeks on receipt of Original Invoice and other supporting documents as applicable.
3. e-Invoice is mandatory otherwise declaration may be provided for non-applicability of GST e-Invoicing.
4. GST TDS & IT TDS will be applicable as per relevant laws.
5. LD shall be applicable@0.5% of contract value per week for delay attributable to the bidder after delay analysis.

I. OTHER TERMS AND CONDITIONS:

- I. The bidder is expected to examine all instructions, forms, terms and conditions and specifications in the tender document. Failure to furnish complete information as required with reference to the tender document may result in rejection of the bid.
- II. JCI reserves the exclusive right to make any amendments / changes or cancel any of the above or all actions related to this tender. Such amendments will be uploaded on the Company's website and no individual intimation will be sent.
- III. JCI shall not be responsible for non-receipt / non-delivery of the tender documents due to any reason whatsoever.
- IV. JCI requires that bidder/contractors shall observe the highest standard of ethics during the execution of tender work. JCI will reject a proposal for award, if it determines that successful bidder has engaged in corrupt or fraudulent practices in competing for the tender in question. It will declare a firm ineligible either indefinitely or for a stated period of time at any time if JCI determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the JCI tender work.
- V. **RIGHT TO MODIFY OR RELAX:** JCI reserves the right to modify and/or relax any of the terms and conditions of the tender/contract.
- VI. **Quality Assurance – Materials and Workmanship** :The successful bidder shall carry out and complete the work in every respect in accordance with the tender. The Officer nominated by JCI may issue, from time to time, further detailed instructions/directions in writing to the successful bidder. All such instructions/directions shall be consistent with the tender documents and should be reasonably inferable therefrom, along with clarifications/ explanations thereof, if necessary. JCI through its nominated officer, shall have full powers to reject any materials or work due to a defect therein for not conforming to the required specification, or for materials not being of the required quality and standard or for reasons of poor workmanship or for not being in accordance with the sample approved by him. The successful bidder shall forthwith remedy the defect/replace the materials at his expense.
- VII. **Conditional Bids/offer:**The bidder shall accept the bid in entirety and in the event any terms is not accepted, or the bid is submitted with any conditions, such bid shall be liable for rejection.
- VIII. **Binding effect of the tender:** The terms and conditions of the tender and the subsequently issued work

order shall have binding effect on the successful bidder. No separate contract shall be executed with the successful bidder.

IX. Compensation for delay: If the successful bidder fails to maintain the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the date or extended date of completion, he shall without prejudice to any other right or remedy available under the law to JCI on account of such breach including termination of the tender, pay as compensation (Liquidated Damages) @ Two percent (2%) of the tender awarded value per week of delay. The aggregate of such compensation/compensations shall not exceed 10 (ten) percent of the total value as shown in the Work order.

X. Access to the work:

The Officer nominated by JCI and any person authorized by JCI shall at all times have access to the works and to all locations and places where work is being executed. The authorized representative from JCI may at any time visit the works underway and issue necessary instructions to the successful bidder representative for compliance.

XI. Final Inspection of work: The officer nominated by JCI may make final inspection of all work included in the tender, or any portion thereof, of the tender, as soon as practicable after notification by the successful bidder that the work is completed and ready for acceptance. If the work is not acceptable to the Officer nominated by JCI at the time of such inspection, he shall inform the successful bidder in writing as to the particular defects to be remedied before final acceptance. The bill shall only be processed after final acceptance. Work completion certificate may be duly signed by both the parties.

XII. Storage of Materials: The proper storage of materials is entirely the responsibility of successful bidder, and the materials shall be so stored as to ensure the preservation of the quality and fitness of the work. JCI assumes no responsibility in this regard.

XIII. Measurement of work

Measurement of the work done may be done by the Officer nominated by JCI or his authorized representative in the presence of successful bidder in order to ensure that the quantity of the work done is as per the bills raised. In case of any mismatch, JCI may take appropriate action against the successful bidder including levying penalty equivalent to the excess amount of quantity billed.

- XIV. **Validity of the Bid :** The bid shall be valid for (03) **three months** after the date of opening of the financial bid.
- XV. **Clarifications:** Any clarity with regard to the tender shall be given by Regional Manager, JCI, Forbesganj, whose decision shall be final and binding.
- XVI. **PERIOD OF CONTRACT:** The Contract shall be for **a period of (90) ninety days from** the date of award of contract. The successful bidder/ service provider shall execute a contract with the JCI on a stamp paper of an appropriate value (not less than Rs. 100/-) **within 30 days of written** communication of the award of contract. The stamp duty shall be borne and paid by the Bidder.
- XVII. **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 any, inter alia for 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.
- XVIII. **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. Notwithstanding anything to the contrary contained in this TENDER, 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, 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 Contract 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 Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, 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; "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 influencing or attempting to influence the Selection Process; 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.

XIX. SERVICE PROVIDER’S EMPLOYEES / PERSONNEL:The contract is on principal-to-principal basis and does not create any employer-employee relationship. Bidder 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/ Service Provider 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/ Service Provider.

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

XXI. 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 (i) breach of any of the bidder’s warranties, representations or non-performance of any of its obligations/ terms & conditions of this TENDER/ 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, (v) negligence and misconduct of the Bidder or its agents, employees, invitees or by any other person acting on its behalf.

XXII. SEVERABILITY :Should any provision of this TENDER/ Contract be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

XXIII. 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 violates any of the terms and conditions of the contract and/ or if the Bidder fails to perform/ execute the service/ work within the time period 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. 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 a 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. In the event the contract is terminated in whole or in part, JCI may get such services/ work 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 service/ work.vi. The JCI reserves the right to terminate the contract with 30 days' notice to the Bidder/ Service Provider due to any other reason not covered under the above clauses and in the event of such termination, JCI shall not be liable to pay any cost or damage to the Bidder/ Service Provider except for the payment of work done/services rendered successfully as per the contract, up to the date of termination.(b) Subject to other terms and conditions, the Bidder may by giving not less than 90 (ninety) days written notice to JCI, terminate the Contract 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.(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 Service Provider as per provision of the Contract upto the date of termination, subject to the Service Provider complying with other terms of the Contract.

XXIV. DISPUTE RESOLUTION & GOVERNING LAWS :All dispute, differences, or controversy of whatsoever nature between the parties arising out of or in relation to this TENDER/ contract or relating to construction, meaning, scope, performance, operation or effect of this TENDER/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 disputes/ differences are not resolved amicably within (15) fifteen days from the date of the receipt of mediation/ negotiation letter/ email, 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 receipt of the notice, failing which the sole Arbitrator shall be appointed as per the provisions of the Arbitration and Conciliation Act, 1996 (as amended). The proceedings shall be governed by 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 TENDER/ 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 TENDER/ contract.

XXV. VERBAL UNDERTAKING NOT BINDING:Any verbal arrangement abandoning, varying or supplementing this TENDER and/or contract or any of the terms hereof shall not be binding on parties unless the same are endorsed and reduced into writing.

XXVI. 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 the contract by agreeing to such alternative contract as may be fair and reasonable.

XXVII. 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 service/ 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 service/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 service/work within the provided time frame. 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.

XXVIII. WAIVER: Failure or delay of either Party at any time to require performance of any provision of the 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.

XXIX. 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.

XXX. TIME IS OF THE ESSENCE: Time shall be the essence of the contract and of each and every part thereof.

XXXI. 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.

XXXII. STATUTORY COMPLIANCES The Successful Bidder shall comply with the provision of Contract Labour (Regulation & Abolition) Act, 1970, the Contract Labour (Regulation and Abolition) Central Rules, 1971, the Minimum Wages Act 1948, Employee State Insurance Act, 1948, Payment of Wages Act 1936, Workman's

Compensation Act 1923, The Employee's Provident Fund Act (Miscellaneous Provisions) 1952, Payment of Bonus Act 1965, Employer's Liability Act 1938, Employment of Children Act 1938; Maternity Benefit Act 1961, and/or any other rules/regulations and/or statutes that may be applicable to them and as amended from time to time. The Corporation 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 above-mentioned legislative enactments or any other statutory provisions and shall further keep the Corporation indemnified from all acts of omission, fault, breaches and/ or any claim, demand, loss, injury and expense arising out from the non-compliance with the aforesaid statutory provisions. 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 or rules framed under or any of these, the Corporation, shall be entitled to recover any of such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Bidder's monthly payment and Security Money Deposit.

XXXIII. REPRESENTATION AND WARRANTY: Each party represents and warrants that:

- a) it has full right, power and authority to enter into and carry out the service/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/ company/ 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 work/ 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.

it has all the requisite licenses and permits as required under applicable laws and that any of the terms of the 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.

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

XXXV. NOTICE: All notices or reports permitted or required under this TENDER/ Contract or otherwise in connection to the service/work, shall be in writing and sent to the address set forth hereunder by personal delivery or by the recognized courier

services, speed post or registered post etc.

JCI's Address:

Successful Bidders' Address

DISCLAIMER

JCI is under no obligation to enter into any contract TENDER with any one by issuing this TENDER. 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.

ANNEXURE A
TECHNICAL BID FOR QUALIFICATION OF AGENCIES

SNO	PARTICULARS	DETAILS
1.	Name of the Agency	
2.	Office Address	
3.	Status of the Agency (Whether A Propriety/Individual Concern or A Partnership Firm registered under Indian Partnership Act, 1932 or A Company formed under the Companies Act or A Limited Liability Partnership formed and registered under the Limited Liability Partnership Act, 2008)	
4.	Name of the Authorized Person who will be responsible for bid submission and will be a single point of Contact.	
5.	E Mail Address and website address, if any:	
6.	Landline Number: Mobile Number: Secondary Mobile Number:	
7.	GSTIN Number AND Registration Number	
8.	PAN No. of the Agency	
9.	Strength of staff handling the workassignment in the agency	
10.	Any other relevant information	

Documents to be Mandatorily submitted in support of the technical bid:

- i) Copy of Registration of firm/establishment/company. (if applicable)
- ii) Copy of the PAN CARD of the agency.
- iii) Copy of Adhar card
- iv) Copy of bank account details.
- v) The agency shall have annual average turnover of Rs 30 Lakhs for last 3 financial years.
- vi) Copy of Registration of the Firm and the Copy of GSTIN. (if applicable)
- vii) Authorization letter to sign and submit the Bid.
- viii) Non blacklisting declaration declaring that the firm has not been blacklisted by any of Government Department, PSU's and Autonomous bodies of State and Central Govt.
- ix) Copy of the proof that the agency is registered under MSME, if applicable.

ANNEXURE B

FINANCIAL BID

[illegible]

1. The rate should be quoted in words and figures in English without any overwriting, correction, error, omission, etc. Correction, if any, should be properly attested by the bidder.
2. The rate quoted by the bidder should be firm, final and valid throughout the completion of the work.
3. Rates quoted above shall be inclusive of labour charges, material charges, transportation charges, any other taxes but exclusive of GST.
4. All prices must be mentioned both in figures and words. The bidder must make sure that there is no discrepancy between the two. In case of discrepancy, the rates mentioned in the words will be taken for consideration.

In case of any dispute, ambiguity in specification of any items the resolutions shall be as per the specifications and mode of measurements of JCI which has to be agreed upon by me/us.

Signature of bidder
with seal

ANNEXURE C

LIST OF APPROVED BRANDS/ MANUFACTURERS

1	DESCRIPTION	BRAND	MANUFACTURER
(I)	Synthetic Enamel Paint	i) Apcolite Synthetic.	i) Asian
		ii) Luxol Synthetic.	ii) Berger
(II)	Acrylic Washable Distemper	i) Tractor.	i) Asian
		ii) Bison	ii) Berger
(III)	Plastic Emulsion Paint	i) Royale Luxury	i) Asian
		ii) Luxol Silk	ii) Berger
(IV).	Exterior Paints	i) Apex	i) Asian
		ii) Weather Coat	ii) Berger
(V)	Cement Putty	----	i) J.K. White
		----	ii) Birla White
(VI)	Cement Paints	i) Snowvem	i) Snowvem
		ii) Aagsarcem	ii) Aagsarcem

- 2 Goodlass Nerolac
- 3 Jenson & Nicholson (I) Ltd
- 4 CDC carboline (I) Ltd.
- 5 Shalimar Paints Ltd.
- 6 Addison Paints Ltd.
- 7 Grand Polycoat
- 8 Bombay Paints
- 9 jotun paints
- 10 ICI