

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	22-07-2025 14:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	22-07-2025 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Textiles
विभाग का नाम / Department Name	Na
संगठन का नाम / Organisation Name	N/a
कार्यालय का नाम / Office Name	The Jute Corporation Of India Limited
वस्तु श्रेणी / Item Category	Paper-based Printing Services - Printing with Material; Report/Year Book; Offset
अनुबंध अवधि / Contract Period	6 Month(s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	1 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है / Past Experience of Similar Services required	Yes
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Bidder Turnover, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है / Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes

बिड विवरण/Bid Details	
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
अनुमानित बिड मूल्य /Estimated Bid Value	45000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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विभाजन/Splitting

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

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1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Sample image of desired product:[1751351589.pdf](#)

Additional customization details:[1751351613.pdf](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
10-07-2025 16:00:00	The Jute Corporation of India Ltd (3rd & 4th Floor), Patsan Bhawan, CF Block, Action Area - 1, New Town, Kolkata - 700156.

Paper-based Printing Services - Printing With Material; Report/Year Book; Offset (130

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तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Printing	Printing with Material
Category of Printing	Report/Year Book
Mode of Printing	Offset
Single/ Double Sided	Double Sided (Both Sided - Front and Back)
Colour of Printing	Front Multi - Color Back Single Color
Printing Content	Text + Pictorial
Paper Material	Art Paper
Standards of Paper	Conformity to Indian Standard IS 1848
Size of the Paper (in cm)	A4 (21.0 x 29.7)
Thickness of Paper in GSM	66-70 GSM
Inserts	Not Required
Lease/ Agreement/ Rent receipts (in case of rented space) to be uploaded(documentary proofs to be submitted by SP)	NO
Number of languages of printing	Bilingual
Language	English
एडऑन /Addon(s)	
Packaging Required	Carton
Additional Support	Designing Support , Formatting Support & Logistics Support (Delivery of Order to the Consignee)
Finishing	Glossy Lamination

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Copies	अतिरिक्त आवश्यकता /Additional Requirement
1	Ravi Chaurasia	700156,Patsan Bhavan 3rd & 4th Floor Block - CF, Action Area - 1 New Town	130	<ul style="list-style-type: none"> Number of pages per Item : 1

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to

such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

**SELECTION OF PRINTING AGENCY FOR PRINTING OF 54th ANNUAL REPORT OF JCI FOR THE FINANCIAL
YEAR 2024-25 AND DESIGNING & ART WORK OF COVER PAGE AND INSIDE TEXT**

AT

**The Jute Corporation of India Ltd (3rd & 4th Floor),
Patsan Bhawan, CF Block, Action Area – 1, New Town,
Kolkata – 700156.**

JCI/HO/Admin/AR/2025-26/01

Bidders are invited for Printing of 54th Annual Report of JCI for the Financial Year 2024-25 and Designing & Art Work of Cover Page and Inside Text of The Jute Corporation of India Limited for the FY 2024-25 as per the specification of assignment given in Annexure I. The same should be uploaded on GeM Portal on or before 22.07.2025 up to 14:00 Hrs. The tender shall be opened on 22.07.2025 at 15:00 Hrs. at the address given below:-

1.	Scope of work	Scope of work – Selection of Printing Agency for Printing of 54 th Annual Report of JCI for the Financial Year 2024-25 and Designing & Art Work of Cover Page and Inside Text.
2.	Location of work	The Jute Corporation of India Ltd (3 rd & 4 th Floor), Patsan Bhawan, CF Block, Action Area – 1, New Town, Kolkata – 700156.
3.	Requirement	1. English book – 50 copies (79 pages) 2. Bilingual book – 80 copies (156 pages)
4.	Tender Starting Date	Date: 01-July-2025
5.	Pre-Bid Meeting Date	04:00 p.m. on 10.07.2025 (Patsan Bhawan, 4 th Floor)
6.	Last date/ time for receipt of tender	02:00 p.m. on 22.07.2025
7.	Date/ time of opening of Technical bid	03:00 p.m. on 22.07.2025 Change in opening date, if any, will be intimated later.
8.	Contact person details	Mr. Ravi Chaurasia, Manager-HR e-mail id – rc2826@jcimail.in M - 9212102555 Vendors may visit the Office premises to understand the details of scope of work.

Terms & Condition

1. The specification of the assignment is mentioned at Annexure – I.
2. The rates in tender/quotation should be submitted in the format given under the heading “Price Quotation” at Annexure III.
3. No revision of rate shall be entertained. Rates to be quoted for 130 copies (50 English + 80 Bilingual).
4. The printer shall get the proof approved by the concerned official of the corporation.
5. The printed Annual Report has to be delivered to the office of The Jute Corporation of India Limited within Fifteen days from the date of handing over of approved full and final print material by JCI.
6. JCI also reserves its rights to place order to L2 vendor in the event the successful party fails to supply the printed material within the prescribed period of Fifteen days from the date of handing over of full and final print material by JCI. Time shall be an essence of the contract.
7. Terms of payment: - 100% payment against full delivery of the printed Annual report copies up to the satisfaction of the concerned official & PDF file and submission of complete bills like Original Invoice, e-way bill, if applicable, copy of Good receipt note etc. No advance payment will be made for printing job.
8. GST amount shall be released on submission of GSTR-1, B2B documentary proof and GSTR-3B filing status.
9. This office reserves the right of increasing/decreasing (by 10% on either side of) the quantity of the material tendered on actual requirement of the copies for which the tender is placed. Proportionate unit rates will apply for the ordered lot.
10. The technical bid should be submitted with self-certified copy documents as mentioned at Annexure – II. otherwise the bid will not be considered.
11. The bids not fulfilling the conditions mentioned above will be summarily rejected without any further reference.
12. JCI reserves the right to cancel this tender unconditionally and at its sole discretion and shall not be liable for any kind of loss or damages etc. arising out of the same.
11. Vendor is advised to visit the office & inspect JCI's previous annual report before quoting.

SPECIFICATIONS OF THE ASSIGNMENT

Sl. No.	Particular	Description
1.	Quantity	1. English book – 50 copies (79 pages) 2. Bilingual book – 80 copies (156 pages)
2.	Mode of Printing	By Offset process
3.	Size of the Paper	8-1/2" x 11" (closed) & 17" x 11" (open)
4.	Paper for Cover	130 GSM Magno White Glossy/Matt Art Paper
5.	Paper for Text	70 GSM Magno white Glossy/Matt Art Paper
6.	Single/Double Sided	Double Sided (Both Sided-Front and Back)
7.	Color of Printing	Cover: 4-6 Colours Text: 4-6 Colours Table, Chart etc. in the text would be in different colour, shade, as per requirement of JCI.
8.	Number of Languages of Printing	English & Hindi
9.	Binding	Section Sewing and Cover Pasting
10.	Translation work of Annual Report from English to Hindi	The Agency has to arrange translation of the English Text in Hindi
12.	Color Graphics/Charts /Tables	Approx. 100 Nos. color graphs/charts /tables(numbers may increase/decrease as per requirement)
13.	Packaging	Carton
14.	Additional Support	Designing Support, Formatting Support & Logistics Support (Delivery of Order to the Consignee)
15.	UV Coating (per photo) as per requirement	a. Minimum – Quarter Size b. Half Size
16.	Designing of Cover Page and text pages	<ul style="list-style-type: none"> Artwork design for cover page & inside textpages will be done by the Agency as per the confirmation to be given by JCI. Type setting, photo-type composing, processing, chart, table text/photo scanning, cleaning and Artwork etc. i.e. necessary printing requirements to be done by the Agency as per layout confirmed by JCI.
17.	Proof Submission	<ul style="list-style-type: none"> Within 5 days after approval/ submission of text material from JCI. Within 5 days from the date of clearance final laser printout of the Annual Report.
18.	Printing Time/Delivery Schedule	The annual report (English & Hindi) after clearance of last proof would require to be supplied within 15 days.
19.	Delivery	At the office of JCI at 4 th Floor, Patsan Bhawan, CF Block, Action Area – 1, New Town, Kolkata – 700156
20.	Photo-type composing, type setting, processing, scanning and art work to be done as per layout. Rates quoted should cover all types of taxes and charges and should be confirmed rate. No request for extra payment on account of increase in prices on whatever account will be entertained. Rates should be quoted both in figures and in words in the format enclosed in Annexure-III . Please note that quotations be submitted without any corrections/ overwriting in quoted/added rates. In case there are any corrections, the same should be signed by the authorized signatory. It may please be noted that the quotations not submitted as per prescribed format will not be entertained.	

21.	<p>Copies of JCI's last printed 53rd Annual Report (English & Hindi) for 2024-25 is givenbelow:</p> <p>Digital copy link (English Version) - https://www.jutecorp.in/wp-content/uploads/2025/03/Annual_Reports_2023_2024_English.pdf</p> <p>Digital copy link (Hindi Version)- https://www.jutecorp.in/wp-content/uploads/2025/03/Annual_Reports_2023_2024_Hindi.pdf</p>
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Technical Qualification Criteria

The invitation to bid is open to all Bidders who fully meet the following eligibility criteria and provide/submit the satisfactory documentary evidence in support, failing which their bid may be rejected:

No.	Criteria	YES/NO
1.	Bidder having 1 years' experience of printing of Annual Report and have adequate facilities and manpower to print & deliver the Annual Report.	
2.	Bidder should have printed at least 1 (one) Annual Report of CPSE/public sector undertaking/Government bodies.	
3.	Bidder should have printing press and office set - up in Kolkata.	
4.	Bidder should have an Average Annual Turnover (for 3 years) of at least Rs.1 lakhs per annum. A copy of turn over statement duly certified by the C.A to be uploaded.	
5.	The Registered Office of the Agency and any local Office should be located in Kolkata. Necessary documents/certificates in support of the registered Office and Local Office should be provided with self-attested, Valid Trade License to be enclosed.	
6.	In case of partnership firms, a copy of the partnership agreement, or General Power of Attorney duly attested by a Notary Public, should be enclosed.	
7.	The Agency should have its own Bank Account. Documentary evidence to be enclosed.	
8.	The agency should be able to provide 24x7 services.	
9.	The Agency should be having valid PAN, GST (copy to be enclosed) and if MSME, SC/ST, Women Entrepreneurs certificate to be enclosed.	
10	PF, ESI and all other statutory compliances as applicable shall be compulsorily to be met by the vendor company. PF & ESIC registration of the vendor to be enclosed.	
11	The bidders have not been blacklisted by The Jute Corporation of India Ltd or by any other Company / Contract has not been terminated by JCI or by any other company. A declaration to be provided regarding the matter in bidder's letter head.	

Bidder who will not meet the above criteria shall be summarily rejected and no technical evaluation will be made. JCI reserves the right to verify/confirm all original documentary evidence including references and clients as submitted by bidders in support of above- mentioned clauses of eligibility criteria.

Price Bid

Sr. No	Description	Quantity (a)	Base Rate Per book (b)	Total Base rate (a*b)	GST	Total Amount
1	Annual Report -English	50				
2	Annual Report - Bilingual	80				

RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS:

The Corporation reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to the award of contract, without thereby incurring any liability to the Bidders or assigning any reason thereof. Further, conditional bids shall be rejected out rightly.

TIME IS OF THE ESSENCE:

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

CONFIDENTIALITY:

Information relating to the evaluation of tenders shall not be disclosed to Bidders or any other persons not officially concerned with the process until information on award of contract is communicated to all Bidders or the selection process is complete. The undue use by any bidder of confidential information related to the process may result in rejection of its proposal. Except with the prior written consent of the Corporation, no party shall at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

CLARIFICATION OF TENDERS:

To assist in the examination, evaluation, comparison of the tenders and eligibility of the Bidders, the Corporation may, at its discretion, seek clarification from any Bidder about its tender, and provide reasonable time to the Bidder to respond. Any clarification submitted by a Bidder which is not sought by the Corporation shall not be considered. The Corporation's request for clarification and the response shall be in writing. No change in the price or substance of the tender shall be sought, offered, or permitted, except for the rectification of arithmetic errors observed by the Corporation in the evaluation of the tender. If a Bidder does not provide clarifications sought by the Corporation before the date and time given by the Corporation, its tender shall be liable to be rejected without any further notice and without assigning any reason thereof.

RIGHTS OF THE CORPORATION:

- i. The Corporation reserves the right to split the scope of the work to more than one printing agency without assigning any reason whatsoever. No claim will be entertained by the Corporation on account of the same.
- ii. The terms and conditions specified herein are indicative in nature and the same shall not restrain the Corporation from imposing or requiring the Bidder to agree upon such further or other terms and conditions at the time of executing the agreement with the successful Bidder, or to alter, modify or omit the terms and conditions contained herein, as are considered necessary for the due and proper execution of the work being awarded under this tender.
- iii. The Service Provider or its agents/ employees/ drivers committing any breach of terms and conditions mentioned in the tender/contract and/ or rendering unsatisfactory services, in the opinion of the Corporation shall render itself liable for forfeiture of security deposit and/or termination of the contract forthwith without any notice or any compensation in lieu thereof.
- iv. The Corporation gives no guarantee to provide minimum quantum of work to the empanelled agencies.
- v. The empanelment or subsequent contract does not assure any minimum business guaranty to the bidder/ Service Provider.
- vi. The Corporation reserves the right to extend the period of tender availability and/ or the date of opening of the bids.

NON-DISCLOSURE:

The Service Provider shall not disclose directly or indirectly any information or materials and details of the Corporation's structure/systems/equipment etc. which may come to possession or knowledge of the Service Provider during discharging its contractual obligations under this tender and/or contract to any third party and shall at all times hold the same in the strictest confidence. The Service Provider 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 Service Provider 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 Corporation. The Service Provider shall indemnify the Corporation for any loss suffered by the employer as a result of the disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Service Provider, and the Corporation shall be entitled to claim damages and pursue legal remedies. The Service Provider shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this contract are fully satisfied. The Service Provider's obligation with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

CONFLICT OF INTEREST

A bidder shall not have a conflict of interest that may affect the Selection Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, JCI shall forfeit and appropriate the EMD, if available, for, inter alia, the time, cost and effort of department including consideration of such bidder's Proposal, without prejudice to any other right or remedy that may be available to JCI hereunder or otherwise.

FRAUDULENT AND CORRUPT PRACTICES:

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

For the purposes of this Section, 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.

SERVICE PROVIDER'S EMPLOYEES/ PERSONNEL

This 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.

VARIATION

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

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 any of the 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, (iv) negligence and misconduct of the Bidder or its agents, employees, invitees or by any other person acting on its behalf.

SEVERABILITY

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

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.
 - 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, JCI terminate the contract in whole or in part, the JCI may get such services done, upon such terms and in such manner as it deems appropriate by a third party and the Bidder shall be liable to JCI for any risk and costs for such similar services.
- (b) Subject to other terms and conditions, the Bidder may by giving not less than 30 (thirty) days written notice to JCI, terminate this Contract 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. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

DISPUTE RESOLUTION & GOVERNING LAWS:

All dispute, differences, or controversy of whatsoever nature between the parties arising out of or in relation to this tender/ RFP/ contract or relating to construction, meaning, scope, performance, operation or effect of this tender/RFP/contract or the validity or the breach thereof, shall in the first instance be attempted to be resolved amicably through discussions/negotiations between the parties. In the event the dispute/ controversy is not resolved amicably within 15 days, the same 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 tender/ contract.

VERBAL UNDERTAKING NOT BINDING

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

FORCE MAJEURE

Neither party shall be liable for any delay or failure in performing any of its obligations hereunder, if such delay or failure either wholly or partly is due to Force Majeure conditions such as floods, earthquakes or other acts of God, or any acts of governmental body or public enemy, wars, riots, embargoes, epidemics, pandemics, fires or any other causes, circumstances or contingencies beyond the control of such party. The party affected by such Force Majeure condition shall forthwith notify the other Party/Parties, of the nature and extent thereof, in writing, within 7 (seven) days after the occurrence of such Force Majeure condition and shall, to the extent reasonable and lawful under the circumstances, use best efforts to remove or remedy such cause with all reasonable dispatch. If the Force Majeure condition in question prevails for a continuous period of one (1) month, the parties affected by such condition shall enter into bona fide discussions with a view to mitigate its effect on this contract by agreeing to such alternative contract as may be fair and reasonable.

SURVIVAL

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

NOTICE

All notices or reports permitted or required under this RFP/ Contract or otherwise in connection to the work, shall be in writing and sent to the address set forth hereunder or such other address as either party may specify in writing by personal delivery or by the recognized courier services, speed post or registered post etc.

Corporation's Address:

Service Provider Address

DISCLAIMER:

JCI is under no obligation to enter into any contract with any one by issuing this Tender Notice. JCI reserves the right to accept or reject any or all responses and to request additional submissions or clarification from one or more Bidder at any stage or to cancel the entire process without assigning any reason. JCI makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the bid documents.