

**The Jute Corporation of India Limited**  
(A Government of India Enterprise)  
Patsan Bhavan, 3rd and 4th Floor, Block-CF,  
Action Area – 1, New Town, Kolkata - 700156

CIN - U17232WB1971GOI027958

**To operate of 1 No. Weighbridge of JCI on an ‘As Is Where Is’  
basis at JCI Kaladanga Departmental Purchase Centre.**

The Jute Corporation of India Limited (JCI) invites bid for ‘Requests for Proposal (RFP)’ for renting out of one (01) weighbridge on an 'As Is Where Is' basis. This includes necessary repairs, maintenance and initially operation for a period of **Five (5) years**.

Postal address of weighbridge Site:

Kaladanga DPC, Vill- Kaladanga Ghoshpara, PO – Kaladanga, PS – Daulatabad, Dist. – Murshidabad, Pin – 742304) (under JCI Berhampore RO).

INDEX

<b>SL. No.</b>	<b>CONTENT OF R.F.P DOCUMENT</b>	<b>Ref. Page No.</b>
01	COMPANY BACKGROUND	03
02	PROJECT OVER VIEW	03-04
03	R.F.P TARGET DATES	04
04	SCOPE OF WORKS	04-05
05	SUBMISSION REQUIREMENTS/ QUALIFICATION CRITERIA	05-06
06	PRICE- BID/ OFFER	07
07	EVALUATION MATRICES	07
08	OTHER TERMS & CONDITIONS	07-08
09	GENERAL TERMS & CONDITIONS	08-18
	OFFER SECURITY DECLARATION ( Annexure – A)	19
10	CONTACT INFORMATION	20

## 1. **COMPANY BACKGROUND :**

**The Jute Corporation of India Ltd. (JCI) , A Government of India Enterprise, under Ministry of Textiles,** is the nodal agency of Govt. of India to conduct Minimum Support Price (**MSP**) operation of Jute through its' network of DPCs in all major jute growing states.

## 2. **PROJECT OVERVIEW OF THE MENTIONED WEIGHBRIDGES SITE:**

Kaladanga DPC:

JCI has weighbridge platform & various parts of weighbridge which are laying down inside it's Kaladanga Departmental Purchase Centre (DPC) premises. The weighbridge is presently in disassembled and dismantled condition at the mentioned location.

From a business perspective, the location of Kaladanga DPC for weighbridge functioning is strategically advantageous due to its proximity to multiple commercial activities . Here's a breakdown of its significance:

### i. Proximity to Local Markets and Businesses:

- Local Raw Jute Market: Local raw jute market provides a strong trading ecosystem near the DPC , which creates potential for weigh bridge.
- Local Vegetable Haat: The presence of a vegetable market suggests high traffic and local trade of grains & vegetable is also opportunity for weigh bride.
- Local Sand and Stone Chip Dealer: This indicates construction-related activities, offering potential for weigh bride for construction businesses.
- Wooden Plank Business: This complements construction and other trading activities, providing huge potential for weigh bride business.
- Repairing Shop/Garage: The nearby garage with regular visits of Lorries, Motor vans, and mini trucks keeps a steady flow of vehicles, which will support weigh bride business at this site.

### ii. Competitive Advantage:

- The distance to the nearest weight bridges (1 km east, 5 km west) gives Kaladanga DPC a competitive edge, as it is closer to critical markets than other potential

locations. This can attract businesses that rely on frequent weight checks, such as

those in bulk goods trading or transportation.

- The concentration of diverse businesses (jute, vegetables, construction materials, and

vehicle repair) creates a wide economic ecosystem, reducing dependency on a single

industry and fostering resilience.

In summary, Kaladanga DPC's location offers a unique combination of market access, and economic activities, making it an ideal spot for weigh bridge businesses. Its position near the diverse local markets provides a competitive edge, particularly for trading which involves weighing

### **3. R.F.P TARGET DATES:**

a) **R.F.P No.:** "JCI/ O&M / Weighbridge operationalizing / R.F.P \_ Berhampore RO/ 2025-26 / Nov/01 Date – **12.11.2025**

b) Start Date of submission of R.F.P: 12-11-2025 at JCI Berhampore Regional Office in **RFP submission box** from 11 : 00 A . M .

c) Last Date of submission of R.F.P: **26-11-2025** at JCI Berhampore Regional Office in specified RFP offer submission Box' upto 02:30 P.M.

d) Opening of submitted R.F.P offers: 26-11-2025 at JCI Berhampore RO at 03:00 P.M.

Interested Vendors / Traders / Merchants who are willing to do business with the Corporation can participate in the RFP **bidding** , with their full particulars as enquired in the R.F.P Document which can be downloaded from JCI website "<http://www.jutecorp.in/tender/>".

### **4. SCOPE OF WORKS:**

a) Post operationalization – the Party may run the weighbridge operations for a period of 05 (Five) years.

b) The Party will dismantle the existing boundary wall (some portion), construct a new weighbridge foundation & also construct a boundary wall to separate the JTM/DPC premises.

c) The Party will also construct a bathroom for their staffs.

d) All civil & mechanical drawings must be borne by the selected Party / Agency.

e) Separate Electric Meter connection & Water connection to be made by the party.

f) During operations, all maintenance & running costs, including electricity, lighting etc., will be borne by the selected Agency / Party.

JCI will bear no monetary and Labour related responsibility & liability whatsoever.

g) Necessary repairing (if required), installation, commissioning, stamping,

should be completed in all respect by the selected Agency / Party at it's own cost.

- h) During the period of the Agreement, the Agency must maintain necessary HSE (Health, Safety & Environment) Norms during their tenure. The Agency must also maintain criteria of Statutory P.F, E.S.I and Labour Laws etc.

Selected party shall need to provide 'INDEMNITY BOND' on stamp paper as to indemnify the Corporation against all liabilities regarding P.F, E.S.I & Labour Laws related liabilities after signing of Agreement.

- i) The selected Agency should maintain proper Organizational structure during their operation.
- j) Operation of the weighbridge(s) at the DPC, viz. at Kaladanga DPC by the selected Agency (through offering process), shall be started within 90 (Ninety) days after signing of Handover-Takeover list by both the parties. In this event, one mutually signed 'Certificate of Commencement' of operation will be prepared.
- k) The weighbridge equipments list may be attached.

## 5. **SUBMISSION REQUIREMENTS / QUALIFICATION CRITERIA:**

For above business opportunities '**Basic Qualification criteria\_ TECHNICAL**' are as follows: -

- a) **Trade License and Registration:** Party must have valid registration with necessary Trade license, PAN, GSTIN (as applicable).
- b) **Experience:** The Party should have experience of operating weighbridges, Or, should possess similar experience at least (03) three years. Experience Certificate of similar project must be submitted by the party.
- c) **Financial capacity:** Bank Solvency Certificate' or Statement from bidder's banker to be submitted for minimum last one year.
- d) **EMD:** Rs. 15,000/- (Rupees Fifteen Thousand only) for each of the weighbridge sites) to be paid by digital mode through RTGS/ NEFT / ECS, of the above mentioned bank details.
- e) Authenticated copy of documents, duly self-attested need to be submitted. Work-Orders/ agreement of similar kind of Operation, to be submitted along with this RFP.
- f) Income Tax Return Form along with Acknowledgement, And, Audited Balance sheet & P/L A/c. or, Turnover certificate for last three (03) Financial yrs. duly certified by C.A or CMA , to be submitted.
- g) All the submitted Documents (including the RFP document) should be self-attested and stamped by the bidding Agency, to be submitted physically or by Registered / Speed Post in the Tender Box will be kept at Berhampore RO.
- h) The preference will be given to those party/parties who are already participated in earlier EOI process.

This is a **Two Packet R.F.P Offer Submission process:**

- I. Technical Offer envelope \_ consisting of all mentioned Technical Documents.
- II. Price - offer envelope consisting of financial documents, i.e. **Offer Price as Quoted** by the respective bidder(s), for mentioned weighbridge site, in separate sheet.

Bid / Offer to be placed in another BIG Envelope having all the enquired Criteria inside, marked as **“R.F.P for Operationalizing 01 nos. Weighbridge initially for a period of Five (05) Years, with RFP Ref. No. & Date”** and RFP offer to be submitted within scheduled date & time to the JCI Berhampore RO, viz. **‘The Jute Corporation of India Limited; Berhampore Regional Office, 3/15, K. K. Banerjee Road, PO: Berhampore, Dist- Murshidabad – 742101’**, into **R.F.P offer submission** box (as kept).

The Party at his own responsibility is required to ensure submission of the R.F.P document (complete in all respect) within the due date & time. R.F.P received after the Deadline will not be accepted.

The Corporation shall have No Obligation/liability for any delay on the part of bidder(s) or due to postal issues, in receiving the Offer documents. The Corporation will not entertain any plea verbal or through correspondences reg. the acceptance of late Offer or the extension of due date.

Please note that all received offers will be opened at the Berhampore Regional Office of JCI during the ‘Bid Opening Event’ which will take place on the specified date and time. In case the date fixed for opening of the tender is declared a holiday, the tender will be opened on the next working day following the holiday.

- i) During R.F.P Process, at the time of technical evaluation, the R.F.P Evaluation Committee (E.C) may ask Bidder(s) to submit and /or, ask for clarification on the statements & supporting documents/ documentary evidence relating to the Technical Offer.

The Party has to furnish the documents in proper way, and /or clarifications (if called for) in writing within the stipulated time as shall be fixed by the E.C.

The requisite documents which the bidders have not submitted, should be sent within 07 Working days from the date of such information conveyed (to the bidder). And, in case of failure to do so, the Party may be considered Disqualified.

- j) **Non-Blacklisting Clause:** Notarized certificate of declaration regarding non-blacklisting from any of the previous employers of the Party etc., to be submitted.
- k) The bidder Party or bidder’s personnel will not create any nuisance or difficulty to the staffs, members or neighbors of JCI, in & around the Work premises / Site /Offices of JCI, at any stage of R.F.P process or thereafter.

The bidder(s) shall **need to submit** Undertaking on their official Letterhead in this regard.

- l) An Agency /a Party shall submit bid\_ for Single (01) time, i.e. Single bidding is permitted for 01 number of bidder.

**6. 'PRICE BID / OFFER' :**

The Price-Offer must be submitted in separate sheet(s) for the mentioned weighbridge site, but in one envelope, and to be marked as 'Price offer' for respective site mentioning the RFP ref. no.

Revenue sharing proposal shall be offered by the Party/ bidder, for the weighbridge site.

Amount as 'Monthly rent', shall be considered as **Rs.5000/- per Month plus \_\_\_\_\_%** (percent) [to be put by the Party] on the Total Sales Turn Over per Month (estimated).

So, the Consolidated Monthly Revenue proposal will be = {**Rs.5000.00 + .....%** on month's Sales Turn over (**M**). In **the Offer**, based on anticipated value (**M**) but during practical payment time, shall be on Actual monthly **Sales Turnover**} = '**A**'.

The Quoted value '**A**' shall be paid to JCI (by the selected Agency) as Profit Sharing Partner.

**Note –**

1. It shall be noted that minimum monthly amount of Rs. **Y/- (as Quoted)** has to be paid by the Agency (successfully emerges through bidding process) even if the practical monthly revenue generation is less than 'Rs. **M/-**' ;  
Where, **Y** = Rs. 5000/- + '**X**' % (as quoted %) of Rs. '**M**' .

2. Quoted Price shall be considered excluding GST/ Duties or Taxes to be paid additionally.

**7. EVALUATION MATRICES :**

- a) Initially selection will be made based on Credentials (ref. Clause no.05 vide of this R.F.P) and submitted Price-Offer (as per Clause no. 06 of this RFP).
- b) '**H1**' Party may or may not be awarded the work. Party's overall credentials' i.e.,experience & Financial Capacity shall also be taken into consideration.

**8. OTHER TERMS & CONDITIONS:**

- a) RFP Bid Fees is Non-refundable.
- b) Corporation reserves the right to accept / reject any or all Offers in part or in whole without assigning any causes as on date or, thereafter.
- c) Interested Parties may visit or inspect the Site at their own cost.
- d) Performance Security: Successful Party shall deposit Rs.15000/- for the weighbridge site, as Performance Security. The contractor should pay this amount to the Corporation by Digital mode through RTGS / NEFT / ECS etc. This amount shall be retained by the Corporation till the expiry of Agreement of Five (05) years. The contractor / Agency should note that no interest will be allowed on his deposited 'Performance Security' amount on expiry of an

agreement performance security will be refunded. In case of successful Party, his deposited EMD shall be converted into 'PerformanceSecurity' amount.

- e) Decision of the Corporation shall be final and binding on any matter connected with the R.F.P offer & execution related work. In the event if there is some dispute, the matter shall be firstly discussed mutually based on the terms and conditions of this contract. However, if the matter cannot be resolved then the same shall be referred to Arbitration.
- f) Return of EMD of unsuccessful bidders: EMD shall be refunded to unsuccessful Partys, within Thirty (30) days after the opening of the PRICE- OFFER / Tender verdict from the Competent Authority arrives, WITHOUT ANY LIABILITY TOWARDS INTEREST refund.
- g) Offer Validity period – 90 (Ninety) days from the date of opening of the submitted RFPs.
- h) An Agreement will be executed between JCI and the successful bidder, initially for a period of five (05) years.

## 9. **GENERAL TERMS & CONDITIONS OF CONTRACT (GCC):**

### a) **AMENDMENT OF OFFER DOCUMENTS**

At any time prior to the last date for submission of offers, JCI may at its own motion or in response to a clarification requested by prospective Party(s), may amend the offer documents by issuing necessary corrigendum(s). The amendment will be notified in the website of the JCI only and will be binding on all the Partys. JCI may at its discretion extend the last date for submission of offers.

### b) **SPECIFICATIONS**

Before submission of Offers, Partys are requested to make themselves fully conversant with all Conditions of the Offer Document and other relevant information related to the works/services to be executed under the contract. Partys are requested to visit the proposed weighbridge sites at their own cost and availability before putting offers.

### c) **LOCAL CONDITIONS**

It is imperative for each Party to be fully informed themselves of all countrywide as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Offer Document. The Partys shall be deemed, prior to submitting their offers to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Offering 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 Partys while submitting the Offers. Failure to do so shall not relieve the Partys from responsibility to estimate properly the cost of performing the work within the provided timeframe. The JCI will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract and shall not permit any changes to the time schedule

of the Contract or any financial adjustments arising from the Party's lack of knowledge and its effect on the cost of execution of the Contract.

**d) FORFEITURE OF SECURITY DEPOSIT**

In the event of Party failing to execute the work as per the terms and conditions of the contract and to the full satisfaction of JCI and/or in the event of breach of any terms and conditions of the contract, the Competent Authority of JCI reserves the right to cancel the contract or withhold the payment due to the Party in part or full and to forfeit the Performance Security Deposit.

**e) RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS:**

The JCI 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 Party or assigning any reason thereof. Further, conditional offers shall be rejected outrightly.

**f) SIGNING OF CONTRACT:**

The successful Party shall execute an agreement with JCI on Non-Judicial stamp paper of value not less than Rs.100/- within **15** days of written communication by JCI in this regard. The stamp duty shall be borne by the parties in equal shares. Failure to do so shall constitute a breach of the contract and JCI will be at liberty to place the Contract with any other agency and the EMD shall be forfeited in such cases. JCI reserves the right to take appropriate action viz., blacklisting the Party, etc., and recover damages.

**g) WAIVER:**

The failure of either party at any time to enforce any provision of this RFP/ Contract, shall in no way affect its right thereafter to require complete performance by the other party. Further, waiver of any breach of any provision shall not be held to be a waiver for any subsequent breaches. Any waiver shall be valid only if it is recorded in writing and signed by the authorized officials of the JCI.

**h) ENGAGEMENT OF SUB-PARTYS:**

No sub-Party/ sub-agent shall be engaged by the Party for accomplishment/ carrying out full or part of any sub renting under the contract. However, if JCI approves in writing, sub-Party/ agent can be engaged for the purpose of this RFP/ Contract.

**i) 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 postal addresses or through official e-mail correspondences.

**j) TERMINATION & MODIFICATION :**

The JCI may, without prejudice to any other remedy or right, by giving not less than 15 (fifteen) days written notice to the Party, terminate the contract in whole or in part:-

- i) If the Party breaches any of the terms and conditions of the contract.
- ii) If the Party fails to perform/ execute the work within the time period(s) specified in the contract or any extension thereof granted by JCI in writing.

- iii) If the Party, 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.
  - iv) If the Party in the judgment of JCI has engaged in corrupt or fraudulent practices in completing or in executing the contract. In the event, JCI terminates the contract in whole or in part, the JCI may get such services done, upon such terms and in such manner as it deems appropriate and the Party shall be liable to JCI for any risk and costs for such similar services.
  - v) This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract, thereof.
  - vi) In the event that the Party 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 Party/ Agency hereunder, shall stand terminated forthwith.
  - vii) If the JCI considers that, the performance of the Party/ Agency is unsatisfactory, or not up-to the expected standard, the JCI shall notify the Party/ Agency in writing and specify in details the cause of the dissatisfaction. The JCI shall have the option to terminate the Contract by giving 15 days' notice in writing to the Party/ Agency, if Party/ Agency fail to comply with the requisitions contained in the said written notice issued by the JCI.
  - viii) In case the Party/ Agency's rights and obligations under this Contract and/or the Party/ Agency's rights, title and interest to the equipment/ material, are transferred or assigned without the JCI's consent, the JCI may at its absolute discretion, terminate this Contract.
  - ix) Notwithstanding any provisions herein to the contrary, the JCI may terminate the contract with 30 days' notice to the Party/ Agency due to any other reason not covered under the above clauses and in the event of such termination the JCI shall not be liable to pay any cost or damage to the Party/ Agency except for payment of work/services as per the Contract up to the date of termination.
  - x) The terms and conditions of the contract may be modified with mutual consent of both the parties as and when required.
- k) **TIME IS OF THE ESSENCE:**  
Time shall be of the essence of this contract and of each and every part thereof.

**l) DISPUTE RESOLUTION & GOVERNING LAWS:**

Any dispute, differences or controversy of whatsoever nature between the parties arising out of or in relation to this RFP/ contract or touching or relating to construction, meaning, scope, performance, operation or effect of the RFP/contract or the validity or the breach thereof, shall in the first instance be attempted to be resolved amicably through discussions/negotiations between the parties. In the event the same is not resolved amicably within 15 days, such matter(s) shall be referred for Arbitration. The Arbitrator (other than the employee of the parties hereto) shall be a Sole Arbitrator to be mutually appointed by both parties within a period of 15 days from the date of notice by the party concerned, failing which the sole Arbitrator shall be appointed as per the provisions of the Arbitration and Conciliation Act 1996 as amended and the decision/ award of the Sole Arbitrator shall be final and binding upon the parties hereto. The language of the arbitration shall be English and the seat of the arbitration shall be at Kolkata.

This RFP/ Contract shall be interpreted and constructed in accordance with Indian laws and only the Courts at Kolkata shall have exclusive jurisdiction over any matters arising out of this RFP/ Contract.

**m) CONFIDENTIALITY:**

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

**n) NON-DISCLOSURE:**

The Party shall not disclose directly or indirectly any information or details of the contract work and/or details of office, operational process, technical know-how, security arrangements and administrative/ organizational matters of the JCI, which may come to possession or knowledge of the Party during discharging its contractual obligations under this RFP/ Contract to any third party and shall at all times hold the same in the strictest confidence. The Party 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 Party shall not publish, permit to be published or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the JCI. The Party shall indemnify the JCI for any loss suffered by the JCI as a result of the disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Party, and the JCI shall be entitled to claim damages and pursue legal remedies. The Party's obligation with respect to non-disclosure and confidentiality will survive the expiry or termination of this RFP/ Contract for whatever reason.

If the Party receives enquiries from Press/ News/ Media/ Radio/ Television or other bodies/ persons, the same shall be referred by the Party to the JCI immediately on receipt of such queries.

**o) STATUTORY COMPLIANCES :**

i) During the entire period of this Agreement, the Party/ Agency shall make necessary statutory compliances of EPF, ESI, Gratuity, etc., & all other related laws and rules as applicable from time to time. The JCI shall not be responsible for non-compliance/ violations of any statutory provision/ rules on the part of the Agency and the Agency shall indemnify in case any loss/ damages suffered by the JCI. It will come into effect immediately after signing of this Agreement. The Agency shall need to provide 'INDEMNITY BOND' on requisite stamp paper so as to indemnify the JCI against all liabilities regarding EPF, ESI & other labour laws related issues & liabilities, including any issues & liabilities arising out of or in connection with Legal Metrology Act/ Rules and any other related laws in force from time to time. The Agency should give the indemnification in the following manner: -

"I/ We hereby undertake to indemnify and keep THE JUTE CORPORATION OF INDIA LIMITED indemnified against any loss and damage that may be caused or likely to be caused, with respect to any proceeding, claims, expenditure or liabilities or non-compliances whatsoever arising out of or in connection or relating to P.F/ E.S.I/ Labour Laws and/or Legal Metrology Act/ Rules and any other related laws in force from time to time. This shall remain binding on the Undersigned/ Agency, legal representatives, executors & successors of the Undersigned/ Agency".

**(ii) LEGAL RELATIONSHIP**

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

All persons employed by the Party shall be engaged by him as own employees in all respects, and all rights and liabilities under the Labour laws and other applicable acts/ rules in respect of all such personnel shall exclusively be that of the Party/ Contractor.

**p) FREE ACCESS**

The Party shall provide all necessary and reasonable facilities and free access to the renting weighbridge site and all records at site of work to the JCI. The Party shall provide facilities and space to the satisfaction of the JCI for inspection of any part of work, trial run, commissioning & operations.

**q) REQUIREMENTS WHERE THERE ARE NO SPECIFICATIONS**

In cases where no particular specifications are given for any article or materials or workmanship or operation related issues as stipulated under the contract/ RFP, the same shall invariably be the best of their respective kinds in all respect and not to the disadvantage of the JCI and in accordance with the requirements, instructions and the specifications prescribed by the JCI in writing.

r) **URGENT REPAIRS**

If by reason of any accident or failure or other event occurring to or in connection with the work/ contract or any part thereof either during the execution of the work/contract or during the period of guarantee, and remedial or other work or repair shall, in the opinion of the JCI be urgently necessary for security and other any purposes, the Party shall immediately do such work or repair and all manpower and expenses shall be borne by the Party only.

s) **PRICE VARIATION**

Save as specifically provided elsewhere in the conditions of contract or agreed mutually by the parties in writing, the contract price shall not be adjusted in respect of any increase or decrease of cost to the Party in carrying out the work by reason of alterations in the rate of wages and allowances payable to labour or change in the conditions of employment thereof or change in the cost of materials, consumable stores, fuel and power or in the incidence of rates of landing charges or the operation of any law or statute or variation in the cost of any other matter or thing of whatsoever nature, subsequent to the date of tender/ RFP.

t) **INTELLECTUAL PROPERTY RIGHTS**

The Party shall indemnify the JCI from and against all claims, demands, actions and proceedings and all costs arising therefrom for or on account of license fees, infringement of any patent rights, design, trademark or other protected rights in respect of any plant, machinery, work, materials and process used in connection with the works or temporary works or during the execution of work/ contract.

u) **DEMURRAGE**

In case any demurrage or rent is charged by any authority/ third party for non-removal of any equipment/materials supply of which forms part of this contract, within the prescribed time, the entire amount of such rent or demurrage shall be paid and borne by the Party. In such an event, the Party shall immediately pay such charges and clear the goods forthwith.

v) **BYE LAWS OF LOCAL AUTHORITIES**

The Party shall conform to the provisions of all applicable Acts, which relate to work and to the regulations and byelaws of any local authorities. The Party shall give all notices required by the said Acts and pay all fees payable to such authority/ third party. The Party shall keep the JCI indemnified against all penalties and liability for every kind of breach of any Act, Rules, Regulations or Byelaws in force and applicable to the work and other related issues.

w) **DAMAGE TO WORKS**

The works/ contract shall be under the Party's charge from the commencement to the completion of the same. The Party shall be responsible for and to make good all damages and repairs to works occasioned by fire or other causes and shall indemnify the JCI from any claim for injuries to persons or from structural damage to property, happening from any neglect, default, want of proper care or misconduct on the part of the Party or of anyone in his employment during the execution of the work. He shall further take precautions to ensure that no damages occur to adjacent property or structures due to earth work or piling work. If the Party or his workers or servants shall break, deface, injure or destroy any property or installation, the Party shall make good the same

at his own expense, failing which the JCI may cause the same to be made good by some other agency and deduct the expense (of which the certificate of the JCI shall be final) from any sums that may be due to the Party by the JCI and/ or claim damages for such expenses.

**x) DAMAGE TO PERSONS AND PROPERTY**

The Party shall indemnify the JCI against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the maintenance and execution of the contract and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

**y) VACATION OF PREMISES**

Unless otherwise agreed in writing, upon expiry and/ or termination of the contract, the Party shall hand over the space occupied by them in satisfactory condition to the JCI making good any defect/deficiencies as may be pointed out by JCI, within a time period as decided by the JCI. In the event of the Party failing to comply with this stipulation, the JCI shall be at liberty to carry out the repairs and recover the amounts spent for the restoration work from the Security Deposit and further claim damages, if required.

**z ) VERBAL OR WRITTEN UNDERTAKING NOT BINDING UNLESS FORMALIZED**

Any verbal or written arrangement abandoning, varying or supplementing this contract or any of the terms hereof shall not be binding on the JCI unless and until the same are endorsed or incorporated in a formal instrument.

**aa) REPRESENTATION AND WARRANTY**

Each Party represents and warrants that:

- (i) it has full right, power and authority to enter into and carry out this contract and have been and is on the date of this contract duly authorized by all necessary and appropriate corporate or other action to execute this contract;
- (ii) 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 contract;
- (iii) it has the requisite experience, knowledge, expertise, capability, availability of manpower and infrastructure (with the capacity and the ability to augment all of the foregoing) necessary to effectively and properly render the services for the projects as agreed to be rendered hereunder; and
- (iv) it shall perform its obligations, including without limitation, payment obligations under this contract with the standard of skill, diligence and competence meeting global quality standards and shall implement the best practices prevalent in the business/ industry.
- (v) it has all the requisite licenses and permits as required under applicable laws and that any of the terms of this contract does not conflict with, or result in breach of or default under applicable law, or any order, writ, injunction or decree of any court or governmental authority or any agreement, written or oral, to which it is a party.

ab) **TRANSPORTATION & INSURANCE**

Freights, packing, forwarding and insurance charges on all items up to work site shall be arranged and paid by the Party. It shall be the responsibility of the Party to arrange comprehensive insurance, packing, forwarding, covering storage and erection period of the equipment, at his own cost, till the same is commissioned and handed over to JCI.

ac) **INDEMNITY**

The Party will defend, indemnify, hold harmless, and keep JCI, its directors, officers, employees, representatives, and agents indemnified from and against all losses, damages, claims, suits, and legal proceedings including but not limited to claims for any infringement of any intellectual property rights or any third party rights, arising out of or related to any (i) breach of any of the Party's warranties, representations or non-fulfillment of any of its obligations under this contract, (ii) breach of any applicable laws by the Party (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 Party or its agents, employees, invitees or by any other person acting on its behalf.

ad) **FORCE MAJEURE**

Neither party shall be liable for any delay or failure in performing any of its obligations hereunder, if such delay or failure either wholly or partly is due to Force Majeure conditions such as floods, earthquakes or other acts of God, or any acts of governmental body or public enemy, wars, riots, embargoes, epidemics, pandemics, fires or any other causes, circumstances or contingencies beyond the control of such party. The party affected by such Force Majeure condition shall forthwith notify the other Party/Parties, of the nature and extent thereof, in writing, within 7 (seven) days after the occurrence of such Force Majeure condition and shall, to the extent reasonable and lawful under the circumstances, use best efforts to remove or remedy such cause with all reasonable dispatch.

If the Force Majeure condition in question prevails for a continuous period of one (1) month, the parties affected by such condition shall enter into bona fide discussions with a view to alleviating its effect on this contract by agreeing to such alternative agreement as may be fair and reasonable.

ae) **MISCELLANEOUS TERMS & CONDITIONS:**

- i. The JCI reserves the right to split the scope of the work to more than one Party without assigning any reason whatsoever. No claim will be entertained by the JCI on account of the same.
- ii. The terms and conditions specified herein are indicative in nature and the same shall not restrain the JCI from imposing or requiring the Party to agree upon such further or other terms and conditions at the time of executing the contract with the successful Party, 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 engagement or subsequent contract does not assure any minimum business guaranty to the Party/ Party.
- iv. The JCI reserves the right to extend the period of tender availability and/ or the date of opening of the offers.
- v. It is specifically and distinctly made clear that the Party shall have no right, title or interest in the site made available to it for execution of the works or in the buildings, structures or work executed on the said site by the Party or in the goods, articles, materials etc. brought and or lying on the said site (unless the same specifically belongs to the Party) and the Party shall not have or deem to have any lien or retain possession whatsoever on the same on account of any unpaid bills. JCI shall have an absolute right to take full possession of the site and/ or all goods, articles, materials etc., brought and/ or lying on the said site by the Party and also to remove the Party, its servants, and agents and/ or materials belonging to the Party lying at the site.
- vi. All JCI related trucks /lorries in terms of weighment, will be charged at No Cost from the selected agency end during the time of dispatch operation at concerned DPC.

af) **DISCLAIMER**

Even though adequate care has been taken in the preparation of this Tender Schedule the Party should satisfy himself that the Schedule is complete in all respects.

The JCI and their employees do not make any representation or warranty as to the accuracy, reliability or completeness of the information in this Tender Schedule and it is not possible for this JCI to consider the investment objective, financial situation and particular needs of each party who reads or uses the Tenders Schedule. Certain prospective Partys may have a better knowledge of the scope of work than others. Each prospective Party should conduct his own investigations and analysis and check the accuracy, reliability and completeness of the information in the Tender Schedule and obtain independence advice from appropriate sources.

The JCI reserves the right to change any or all of the provisions of this Requestfor Proposal. Such changes would be intimated to all parties procuring this Request for Proposal.

ag) **PAYMENT TERMS & PROCEDURES:**

Amount to be paid to JCI by the Agency (for the weighbridge site) and

'Payment procedures: -

I. As per **R.F.P** and submitted Price Offer of the Agency as approved, are as follows: -

(i) **Fixed monthly rent** amount Component = Rs. 5000/- .

(ii) **Variable monthly rent** amount component = .....% of Total

Monthly SalesTurnover amount, as will be approved of the select Party.

So, Total amount to be paid by the Agency on monthly basis = ( i + ii ).

As accepted by JCI, **minimum Monthly amount to be paid by the**

**Agency** as follows –

**Rs.5000/- + .....%of Rs...../-** (estimated monthly Sales Turnover as will be quoted ) = **Rs ...../- . [ Minimum Rent ]**

However , It shall be noted that minimum monthly amount of Rs. 5000 /- has to be paid by the Agency even if the monthly revenue generated will be less or Nil (GST / Duties or Taxes to be paid additionally and not inclusive).

The owner will accept the Financial-Offer Quoted Price submitted by the Bidder as contained in the (hereinafter called the "Price-Offer of the R.F.P") upon terms and conditions of this RFP.

**II. Payment procedures:** Invoice will be raised by concerned Regional Office of JCI within 1<sup>st</sup> week of subsequent month and payment to be made within 05 (Five) working days from the date of Invoice raised.

(i) Payment mode: Online - NEFT / RTGS etc. Bank details will be provided to the successful bidder.

**III .** Amount if not paid (by the Agency) within 07 working days from date of Invoice raised by JCI. a charge / overloading will be imposed on the Agency @ 2% of minimum monthly payable amount [ i.e. @2% of Rs.5000/- (plus GST& Tax ) amount = Rs...../- ] per month basis .

**IV. Starting Month of Monthly Rent (to JCI) -**

Thirty (30) days after signing of Handover & Takeover **or** Date of commencement of operation of the weigh-bridge after necessary repairing & IMD certification whichever is earlier.

**ah) CHARES & TAXES, DUTIES AND ROYALTIES :****I. CHARGES & TAXES:**

The Agency shall defray all charges, such as rent, toll, local taxes, other payments and compensations, if any, in connection with the procurement and handling of equipment, materials, fabrication of the plant, machinery or any method of process connected with the contract works or temporary works. All these charges/taxes including GST, as applicable, shall be borne by the Agency and the Corporation shall not make any payment separately for such charges.

**II. DUTIES:**

All import, customs, excise duties, if any payable in respect of any plant and materials to be incorporated in the work shall be borne by the Agency. The Corporation will have no liability on this account.

**III. ROYALTIES:**

The Agency shall obtain licenses and pay royalties for any patented equipment or machinery or process used or to be used on the works. No claim will be entertained by the Corporation separately on such accounts.

**ANNEXURE – A (Offer Security Declaration)**

I / we (the Proprietor / Director / Authorized Representative) understand that untimely withdrawal / further modification of Offers during the Validity period would eventually lead to suspension of the Party M/S .....  
.....for a specific period of time' [till completion of works and release of Final payment along with Completion Certificate / till placement of Work-Order and having received & accepted the same by the Party whichever is later].

In the event of arising of any contravention between the Tender Document & corresponding statute, the provision of the statute shall prevail.

**10. CONTACT INFORMATION:**

Interested Agencies/ vendors / Merchants may also contact to the under-mentioned persons or, Department(s), for any queries/ Further clarifications / information, are as follows:-

Regional Manager – Berhampore RO),

Contact No. – 03482-252313

Email Id: ro.brp@jcimail.in