**भारतीय पटसन निगम लिमिटेड**

 (भारत सरकार की संस्‍था)

**The Jute Corporation of India Limited**

(A Government of India Enterprise)

**आईएसओ 9001:2015 प्रमाणित कंपनी / An ISO 9001:2015 Certified Company**

**पंजीकृत और प्रधान कार्यालय:15एन, नेली सेनगुप्‍ता सरणी, 7वां तल**

**Regd. & Head Office: 15N, Nellie Sengupta Sarani, 7th Floor**

**कोलकाता / Kolkata – 700 087**

**REGIONAL OFFICE CUM LEAD DPC: FORBESGANJ, SADAR ROAD,**

**NEAR FENCY MARKET,ARARIA, BIHAR, PIN CODE:- 854 318**

**सी.आई.एन./C.I.N.:U17232WB1971GOI027958**

NOTICE INVITING QUOTATIONS (N.I.Q) FOR INSTALLATION & OPERATIONLIZING

 OF 01 NO. GOOD CONDITIONED BALE-PRESS MACHINE (SUPPLYING & FRESH

INSTALLATION OF 01 NO. GOOD CONDITIONED B.P M/C. ALONG WITH ALL

NECESSARY ACCESSORIES, FITTINGS & FIXTURES , BRICKWORK , PLASTERING

etc. EXCLUDES NECESSARY CIVIL WORKS (Sub-structure & RCC wall etc.),

 WATERPROOFING WORKS etc.) AT JCI BAHADURGANJ Departmental Purchase

 Centre.

### BAHADURGANJ DPC OF THE JUTE CORPORATION OF INDIA LTD.

### P.O.- Bahadurganj ; Block – Bahadurganj ; P.S- Bahadurganj; Pin no. – 855101 ; District – Kishanganj ; State – Bihar. (Bahadurganj is inside Marketing Yard near DPC LRP Chowk) .

### (UNDER FORBESGANJ RLD. OF JCI) OF THE JUTE CORPORATION OF INDIA LIMITED, A GOVERNMENT OF INDIA ENTERPRISE UNDER THE MINISTRY OF TEXTILES, GOVT. OF INDIA.

**Sub. of Work** **:** INSTALLATION & OPERATIONLIZING OF 01 NO. GOOD CONDITIONED BALE-PRESS MACHINE (SUPPLYING & FRESH INSTALLATION OF 01 NO. GOOD CONDITIONED B.P M/C. ALONG WITH ALL NECESSARY ACCESSORIES, FITTINGS & FIXTURES , BRICKWORK , PLASTERING etc. EXCLUDES NECESSARY CIVIL WORKS (Sub-structure & RCC wall etc.), WATERPROOFING WORKS etc.) AT JCI BAHADURGANJ Departmental Purchase Centre.

NIQ Reference No. : JCI / NIQ /2022-‘23/ Forbesganj RLD./ Installation & Operationalizing of 1 No. Bale-press machine / Bahadurganj DPC / 01, Dated : 06.06.2023

**GENERAL ‘TERMS & CONDITIONS’ OF THE PROPOSED NIQ ( Notice Inviting Quotation) :**

1. Bidders are requested to inspect the site condition , before submitting Quotation .

2) Rate(s) should be quoted, inclusive of all types of Financial components such as GST ,Tax

components etc. The bidders who don’t fall under the GST criteria , should submit latest I.T return file ,

with a ‘Self declaration’ by bidder(s) on their letterhead.

‘Quoted Price’ shall be considered as FINAL & binding.

1. Bidder(s) should submit a ‘General Undertaking’ (‘Appendix – A’) , along with their submitted Quotation.

1. Bidder(s) should submit a ‘Bid security declaration’(‘Annexure – A’ ), along with their submitted

 Quotation.

1. The bidder should have valid PAN no.(on bidder’s name) & Bank A/C. no. ( bidder’s name to be

 mentioned as principal Account holder ).

1. Any Changes in the NIQ, if proposed by JCI, shall be intimated by adding **‘Corrigendum’**/‘**Addendum**’ to the mentioned NOTICE Ref. No.
2. Conceptual drawings of proposed work(s) may be provided to the bidder during execution period , if

 requirement practically felt , for giving a ready conception to the bidders.

1. All the pages of the Quoted documents, to be signed & stamped by the bidder.
2. For ‘Authorized representative’ of the bidder , bidder should Authorize his person through his letterhead.
3. Bid validity period : 90.0 days.
4. Commencement of work : 05 Days from the date of acceptance of Work Order .
5. Work completion period : 45.0 (Forty Five) calender days from the date of commencement of work.
6. Interested bidders may see the NIQ Document which can be downloaded from JCI website

 “http.://www.jutecorp.in/tender”, OR, from ‘CPP Portal’ (https://eprocure.gov.in/eprocure/app) Or, ‘Indian

 Trade Journal’ website ( www.dgciskol.gov.in/itj ). ”

 For further information & other updates regarding the said NIQ , the official website of JCI (viz.“

 http.://www.jutecorp.in/tender” ) to be followed.

1. Performance Guarantee : 3% of the Contract amount of the successful bidder , shall be considered as Performance Guarantee Amount. Within 05 Days of award of work, the Contractor shall submit the ‘Performance Security’ for proper performance of the Contract. The performance guarantee shall be retained for the duration of the contract period plus defect liability period. The Performance Security amount shall be encashed by the JCI to recover any amount which is payable by the Contractor to The Jute Corporation on any account for a cause arising out of the contract.

 The amount to be deposited in the mode of ‘Demand Draft’ Or, ‘Pay Order’, issued from any scheduled bank , favouring ‘The Jute Corporation of India Limited, payable at Kolkata’ .

1. Payment Terms : (a) Payment to be released after satisfactory installation and operationalizing of 01 no. bale-press machine at Bahadurganj DPC site and after having received the ‘Work completion certificate’ from the appropriate authority of JCI.

(b) No Advance payment to be made for the said work.

(c) Payment will be made only by A/C. payee cheque(s) / by electronic means.

(d) All Payment related matter ( during NIQ process and / with the contractor) shall be dealt by Forbesganj RLD.

(e) 80% of Final Certified bill amount ( of work done Bill) within 30 days from the date of ‘Work Completion Certificate’.

(f) Rest 20 % of Certified bill amount within 90 days from the date of ‘Work Completion Certificate’.

(g) TDS & all other Financial components , as applicable, will be deducted as per Rule.

1. Defect Liability Period (DLP) : 12 (Twelve) months from the Date of Issuance of Completion Certificate’ by JCI end.
2. Liquated Damage (L.D) : 0.5 % of Work order value per Week and /or , part thereof , delay subject to

 maximum extent upto 10% of Contract value .

1. 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 Bidder. In such an event, the Bidder shall immediately pay such charges and clear the goods forthwith.

1. DAMAGE TO WORKS : The works/ contract shall be under the Bidder’s charge from the

commencement to the completion of the same. The Bidder 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 Bidder 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 Bidder or his workers or servants shall break, deface, injure or destroy any property or installation, the Bidder 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 Bidder by the JCI and/ or claim damages for such expenses.

1. RIGHTS , REMEDIES AND POWERS :

I. Termination of contract due to contractor’s default. If the Contractor :

a. Abandons the contract.

Or, b. At any point of time defaults in proceedings with the works with due diligence and continues to do so after a notice in writing of seven days from the Civil Engineer Or Officers or Employer on behalf of JCI. ,Or,

c. Commits default in complying with any of the terms and conditions of the contract and do not remedy it within 7 days after a notice in writing is given to him on that respect from the Civil Engineer or Officers or Employer on Behalf of JCI.

d. Persistently disregards the instructions of the Civil Engineer, Officers or contravenes any Provision of the contract ,or

e. Fails to remove materials from the site or to pull down and replace work after receiving from the Engineer, or officer’s notice to the effect that the said materials or works have been rejected.

f. Fails to complete the works or items of work on or before the stipulated date (s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Civil Engineer, officers or Employer ,or

g. Offer or gives or agrees to give to any person in the Employer’s service or to any other person on this behalf, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do so for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract from the Employer ,or ,

h. Being an individual, or if a firm, any partner thereof, shall be at any time be adjudged insolvent or have a receiving order or or, order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or support so to do, or any application be made under any of the following :-

i. Being a company, shall pass a resolution or the court shall make an order for the liquidation of its affairs, or a appointed or circumstances shall arise which entitle the court or debenture holders to appoint a receiver or manager ,

or j. Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days ,or

k) Assigns, transfers, sublets (engagement of labour on a piece work basis or of labour With materials not to be incorporated in the work, shall not be deemed to be sub-letting) or attempts to assign, transfer or sub-let the entire works ,or any portion thereof without the prior written approval of the employer.

II . The corporation may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter as the Employer by written notice determine the contract either as a whole or in part. Upon such Termination of the contract in whole or in part, the security deposit with the Employer in respect of the contract shall stand forfeited to the Employer without in any way affecting the rights of the Employer.

III. Rights of the employer after termination of the contract due to contractor’s default. Civil Engineer/ Officers shall on such termination have powers to: Take possession of the site and any materials equipment, plant, implements stores etc. thereon, and /or , Carry out the incomplete work by any means at the risk and cost of the contractor.

1. OTHER UNDERTAKINGS : The following Points are mutually agreed upon between JCI & the bidder, are as follows : -
2. Time is the Essence of the Job . So, the bidder is requested not to fail the 45 Days TIME

LINE , if selected. In the event of abandonment of work by bidder / contractor , JCI may terminate the contract , including forfeiture of S.D amount & charge L.D.

1. That the bidder is hereby announcing that they will Comply practices with all the prevailing

Labour related Laws & Acts, on bidder’s letterhead.

 (c) That the bidder is hereby announcing that they will Comply with All relevant SAFETY

 MEASURES & PRACTICES during execution of Works.

 However, A BASIC SAFETY GUIDELINE is enclosed with the NIQ on which bidder will sign &

 mark your Co’s stamp before commencement of work. Maintaining Safety at Workplace (in

 DPC / JCI premises) is entirely contractor’s responsibility.

 (d) bidder(s) are required to comply with all other relevant Acts with respect to this Work and the

 bidder shall give UNDERTAKING on those also , on bidder’s letterhead.

1. This contract in on principal-to-principal basis and does not create any employer-employee relationship.

The 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 Bidder and JCI.

 All representative/s and person/s employed by the Bidder shall be engaged by him as employees in all

 respects, and all rights and liabilities under the Indian Factories Act, or the Workmen’s Compensation Act,

 or Employees Provident Fund Act, and any other applicable acts/ rules, in respect of all such personnel

 shall exclusively be that of the Bidder.

1. 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.

1. Any verbal arrangement abandoning, varying or supplementing this NIQ and/or contract or any of the

terms hereof shall not be binding on parties unless the same are endorsed and reduced into writing.

1. The Bidder will defend, indemnify, hold harmless and keep JCI, its directors, officers, employees,
2. 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-fulfilment/ non-performance of any of its obligations/ terms & conditions of this contract, (ii) breach of any applicable laws by the Bidder (iii) loss of or damage caused to any property, material or injury caused to any person in the course of or in connection with the execution of this contract, (iv) negligence and misconduct of the Bidder or its agents, employees, invitees or by any other person acting on its behalf.

1. 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 agreement as may be fair and reasonable.

1. 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. If the JCI considers that, the performance of the Bidder/ Service Provider is unsatisfactory, or not up-to the expected standard, the JCI shall notify the Bidder/ Service Provider in writing and specify 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 Bidder/ Service Provider, if Bidder/Service Provider fails to comply with the requisitions contained in the said written notice issued by the JCI.

 vi. 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.

 vii. Persistently disregards the instructions of the Civil Engineer, officers or contravenes any terms of the contract or fails to remove materials from the site or pull to pull down and replace work after receiving notice from the Civil Engineer/ officer of JCI.

1. All controversy, dispute or disagreement of whatsoever nature between the parties arising out of or in

relation to this agreement and/ or relating to the meaning, scope, performance, operation or effect of this agreement or the validity or the breach thereof, shall in the first instance be attempted to be resolved amicably through discussions/negotiations between the parties and in the event parties are unable to resolve the dispute amicably within a period of 15 days, such disputes or matters 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, 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 agreement will be governed by the Laws of India and only the Courts at Kolkata shall have exclusive jurisdiction over any matters arising out of this tender/ contract.

1. It is imperative for each Bidder 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 NIQ/ 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 responsibility to estimate properly the cost of performing the service/ 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 Bidders lack of knowledge and its effect on the cost of execution of the Contract.

1. The successful Bidder shall be required to execute an Agreement within 30 days of the LOA. Unless

mutually agreed between the parties, the failure on the part of the Bidder/ Contractor to sign the Agreement within the aforesaid stipulated period, the Earnest Money Deposit or initial Security Deposit/Performance Security Deposit will be forfeited and JCI may consider terminating the contract.

1. 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.

1. The bidder should sign & stamp on all the submitted documents and the complete set of NIQ( as

uploaded in the website) .

* Note :- The Tender Accepting Authority (TAA) reserves the right to Cancel or Reject any or all the

Quotations without assigning any reason **Or,** TAA reserves the right to cancel captioned Quotation

Invitation.

 33)Submission of NIQ documents **:** Relevant documents as per NIQ to be submitted in sealed condition and

 to be dropped by Hand Or, by Registered / Speed Post , at the ‘NIQ Bids Submission box’ being kept at JCI

 Forbesganj RLD. Sealed envelop to be be marked with NIQ Ref. No. & NIQ name. and to be submitted within

 the scheduled date & time at the address **REGIONAL OFFICE CUM LEAD DPC: FORBESGANJ, SADAR ROAD,**

 **NEAR FENCY MARKET,ARARIA, BIHAR, PIN CODE:- 854 318 .within 5.00pm .**

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| 1 | Bid submission start date .  | BID submission start date- 06.06.2023 , at 16:00 Hrs.  |
| 2.  | Pre-BID meeting.  | Pre-B BID meeting - 14.06.2023. Time – 14:30 Hrs. Venu Time – Forbesganj RLD. office of JCI. The meeting can also be accessed through online VC. Necessary online links will be shared from Forbesganj RLD. office., if the interested bidder(s) approach JCI over phone or other medium of communication. |
| 3. | Bid closing date. | BID C Closing Date- 27.06.2023, at 17:30 Hrs.  |
| 3. | Bid opening date .  | BID opening date – 28.06.2023, at 2:30 p.m. at Forbesganj RLD. office. BIDDERS ARE REQUESTED TO COME TO JCI H.O. ON THE STIPULATED DATE & TIME TO ATTEND BID OPENING MEETING AT THEIR OWN INTEREST , EAGERNESS & COST.  |

The Bidder at his own responsibility is required to ensure submission of the NIQ document (complete in all respect) within the due date & time. NIQ(s) received after the Deadline will not be accepted. The Corporation shall have No Obligation / Liability for any delay on the part of Bidder or due to postal issues, in receiving the NIQ documents.

The Corporation will not entertain any plea verbal Or through electronic or through hard copy letter correspondences reg. the acceptance of late Bid Or the extension of due date.

For any further information or queries, pls. feel free to contact with below mentioned :

1. Mr Koushik Halder ( Addl. Civil Enggr.) , Contact No.- 98363 42321.

2. Mr. M.I Azad [Regional Manager ] , Contact No. – 70918 10836.

3. Receiving Section at Forbesganj RLD. / JCI , Contact No.

**APPENDIX – A**

[ to be submitted on bidder’s letterhead]

**UNDERTAKING**

I , the Proprietor / Director / Authorised Representative , undertake to assure you ( JCI) that we abide by the policies / Rules claimed by The Jute Corporation of India Ltd., for contractors / Vendors / Service Providers.

We or our personnel engaged in the Work or during Tender process , will not create any nuisance or difficulty to the stuff , members or, neighbours of JCI , in & around the Work premises / Site of JCI. On violation of such law by us (i.e. the bidder) , JCI may take legal action, and / Or, may eventually lead to suspension of the bidder , i.e. M/S ……………………………………………………….

 Signature of the Bidder Or Authorized representative of bidder

 …………………………………………………………………..

**ANNEXURE – A (Declaration reg. Bid Security )**

[ To be submitted on bidder’s letterhead ]

I / we (the Proprietor / Director / Authorised representative) understand that untimely withdrawal / further Modification of bids during the Validity period may eventually lead to suspension of the bidder 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 vendor whichever is later ].

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

 Signature of the Bidder Or Authorized representative of bidder

 …………………………………………………………………..

**BASIC SAFETY GUIDELINE FOR BIDDER(s) / CONTRACTOR**

**SAFETY MEASURES & PRACTICES :**

With a view to maintain proper Safety Standards, the Sites should adopt and implement certain Standard procedures. The successful Bidder liable to **maintain Proper 'Safety Measures '** during execution of the Truss Sheet Repairing Work etc., within the Premises of JCI . The Contractor should carry out the Safety Guidelines as given in ‘IS: SP-70:2001’ (Reprint in September 2007),which can be accessed through website ‘https://archive.org/details/gov.in’ .

 The Manual (IS Code) is a ready Guidebook to meet the Urgent need of contractors & deals with the Safety in construction.

 Special emphasis however should be given on the following points :

* **Action during Mobilisation :**
* Fire extinguishers ( Contractor is advised to contact with concerned DPC Manager in this regard. ) .
* Earth Leakage Circuit Breakers (30 mA. cutoff) [ in case of requirement].
* Flash back arrestors [ for cutting set or welding M/C. during operation] .
* Requisite PPEs(Personal Protective Equipments) like helmets, gloves, goggles, Safety Shoes , Safety belts/harnesses etc.
* ***Action prior to Commencement* of Works :**
* Establishment of fire Exit points .
* Prepare of Emergency Plan.
* Site Access : All roads, gangways, passages, hoists, staircases and scaffolds property should be well built, lit and free from obstruction..
* Ladders : When climbing ladders, pls. ensure the following :
* Ladders are in good condition.
* Placed at the correct Angle – 1.0 Mtr. Out for every
1. Mtr. In Height.
* Secured by both styles & project at least 1.0 Mtr. Above in Landing.
* Roof Work **:**  Should ensure that crawling boards provided and being used. Put sufficient protection at openings and roof edges to prevent free falls . Check fragile roof coverings and for men working underneath.
* Tools , Plants & Machinery : Pls. ensure that all dangerous moving parts security guarded, especially the hidden ones like projecting shaft ends.
* Electricity **:** Pls. ensure that all apparatus, wires, cables and connections are not vulnerable to conductor. Check for overhead electric lines Or underground cables and take appropriate action if present. Make maximum use of reduced voltage equipment.
* Health Hazards **:** Identifying harmful & hazardous materials and finding substitutes of the same as far as possible. Specify precautions and ensure that suitable safety equipment is provided and properly used. Check atmosphere in confined workplaces and provide air supply respirators, if necessary.
* **Action during Execution :**
* At various stages of Works ,working with proper ‘Safety Measures’ will be entirely Contractor’s Responsibility & Liability. In addition, any accidental risks & resulting liabilities to be borne by the Contractor only.