

TENDER FOR CAR SERVICE PROVIDER

Last Date of Submission & Time

13.05.2022 by 3:00 p.m.

THE JUTE CORPORATION OF INDIA

Regional Office: Krishnagar

TENDER NOTICE

Ref. No. JCI/RO/KGR /Admin/CSP/2021-22/14

Date: 21-04-2022

SUBJECT: EMPANELMENT OF AGENCIES FOR CAR SERVICE

The Jute Corporation of India, Krishnagar Regional Office intends to engage experienced, reputed and leading Tour and Travel Agencies for hiring Cab/taxi for official use of The Jute Corporation of India Ltd. The bidders are required to submit the requisite documents self-attested along with the EOI document signed, stamped in all pages To "**The Regional Manager (I/C)**" as per address mentioned below in the prescribed bid forms enclosed with this bid document for a period of two years from the date of issue of work order with provision of further extension for one more year at the same terms and conditions if mutually agreed.

The details of the tender are as under:

1.	Type of work	Empanelment of agencies for hiring different types of cars for The Jute Corporation of India, Krishnagar Regional Office
2.	Last date for submission of Document Date of Opening	13.05.2022 at 3:00 p.m. 17.05.2022 at 12:00 p.m.
3.	Address of Submission	Tender Box The Jute Corporation of India Ltd. Krishnagar Regional Office 5, RK Mitra Lane, Krishnagar, Nadia, West Bengal, Pin Code - 741 101.
4.	Mode of Submission of documents	By hand or through post/ courier The Envelope must be super scribed with Reference No. & date
7.	Contact Person for queries	Mr. Subir Kumar Biswas - 8420117698 Mr. Suvam Dutta - 9875641936

1. SCOPE OF WORK:

- a. To arrange car services **as and when required basis**.
- b. To arrange car for Ministry/HO/RO Personnel Visit **as and when required basis**.
- c. The Service Provider should be able to provide car service as and when require i.e. may need to provide on a short notice (within 60 minutes).

2. ELIGIBILITY CRITERIA:

- a. The Registered Office of the Service Provider/ any local Office should be located in Nadia. Necessary documents/certificates in support of the registered Office/Local Office should be provided Self-attested.
- b. In case of partnership Service Providers, a copy of the partnership agreement, or General Power of Attorney duly attested by a Notary Public, should be furnished. The attested copy of the certificate of registration of Service Provider should also be enclosed.
- c. The Service Provider must have a minimum of three years' experience in providing the said service to reputed private companies / Public Sector Companies / Corporations / Central and State Government Departments
- d. The Service Provider should have an average minimum annual turnover of Rs. 2 lakhs during last 3 financial years.
- e. A copy of turn over statement and ITR must be enclosed with the document.
- f. The Service Provider should have its own Corporation Bank Account. Documentary evidence to be enclosed.
- g. The Service Provider should have all West Bengal network for providing car services.
- h. The Service Provider should be able to provide 24x7 services. The Service Provider should be prepared to provide the services on Saturday/Sundays/ Holidays besides normal working days, if so, required by the Corporation.
- i. The Service Provider should be having valid PAN, GST (if any) and if MSME, certificate to be enclosed.
- j. Name, address and contact details of the clients where the service is being rendered to be provided.
- k. Any act on the part of the Bidder to influence anybody in JCI, in any manner whatsoever is liable for rejection of the Bid. This may lead to black listing of bidder. Canvassing in any form entails disqualification from further consideration.
- l. Documents not complying with the requirement(s) as contained in this EOI will be rejected and no correspondence thereof shall be entertained whatsoever.
- m. Empanelled vendors 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.

3. GENERAL TERMS AND CONDITIONS:

- a. The Service Provider shall provide only well-maintained Cars, properly cleaned inside and outside and in good hygiene condition. The seat should be comfortable. The seats shall always be covered with neat and good quality seat covers, towel. The Cars should not be dented/ damaged. No payment shall be made if the vehicle is found in dirty or shabby condition.
- b. The Cars should be Commercial Vehicle with up to date Road Tax Certificate of Fitness (CF), Pollution Certificate and be insured comprehensively and must comply with pollution control norms applicable and as amended from time to time by the Central/ State Govt. authorities.
- c. The Service Provider should ensure that the drivers employed hold valid driving license, are well trained, well behaved, reasonably educated, and conversant with traffic rules/ regulations and city roads/ routes as well as security instructions.
- d. Each Car shall have Commercial registration number along with the Insurance coverage as per the compliance of Motor Vehicle Act.
- e. Each driver employed by the Service Provider must have a cell-phone duly activated which must always be switched on and must be conversant with the local language.
- f. The Service Provider should have an adequate number of telephones for contact round the clock and these may be conveyed to this office.
- g. The Service Provider should have a provision to take bookings 24x7.
- h. Rates once finalized will be fixed at for the period of empanelment and will not be changed in case of upward/ downward change in rates in fuel prices.
- i. Any overtime arising due to breakdown of vehicle supplied by Service Provider shall be on his account and shall not be charged. In case of Breakdown, the Service Provider will be responsible to provide replacement Vehicle immediately.
- j. The driver provided by the Service Provider should fulfil the following conditions:
 - (i) Must be in possession of valid driving license issued by RTO.
 - (ii) Must not smoke; chew Pan/ Pan Masala/ Tobacco while driving.
 - (iii) Must be conversant with the routes of all Government buildings and important roads within West Bengal.
 - (iv) Must not indulge in any activity adverse to the safety & security of the officers travelling in his car.
- k. The liability of the Corporation will be limited to the hiring charges agreed in the contract. The empanelment or subsequent contract does not assure any minimum business guaranty to the bidder Service Provider.
- l. The driver should maintain a proper record of mileage on a required basis and get the same authenticated by the user officer/ staff.
- m. No additional terms & conditions over and above the conditions stipulated above shall be entertained by Corporation.

- n. Actual parking charges/ toll charges will be payable along with the monthly bills, only upon submission of the parking bills/ toll receipts etc.
- o. If the contractor after submission of proposals and due acceptance of the same i.e. after the award of contract, fails to abide by the terms and conditions of these tender documents, or fails to complete his contract period or at any time repudiates the contract, the Corporation will have the right to delist the empanelment of the car hiring proposals.
- p. At times, Corporation may need additional number of vehicles on specific days in connection with any conference/ meeting. The Service Provider should be responsible to arrange for additional demand of vehicles.
- q. The Corporation reserves the right to change the specifications/ requirements at any stage before concluding the Tender but after giving due intimation to the Bidders.
- r. The Service Provider shall provide air-conditioned and non-air-conditioned vehicles such as Swift Dzire or equivalent, Scorpio or equivalent etc. as and when requisitioned by the Corporation/by an official authorized by the Corporation.
- s. Documents with respect to comprehensive insurance, registration, road tax, pollution under control certificate, permits, valid license, etc. related to each vehicle shall be readily available in each of the vehicles/with drivers.
- t. The Service Provider shall have the ability to arrange emergency transport/touring facility providers, in case of breakdown of a vehicle provided to the Corporation and should also be able to liaison with Govt. /Insurance Service Provider arranging for emergency transport/touring facility providers, in case of breakdown of a vehicle provided to the Corporation authorities.
- u. The Service Provider shall ensure that the vehicles provided are duly registered and shall comply with all the requirements under the Motor Vehicle Act as amended from time to time.
- v. The persons engaged by the Service Provider shall be the employees of the Service Provider and neither the Service Provider nor their employees shall have any right to claim any employment in the Corporation.
- w. In case of deficiencies observed in service such as not-sending vehicle after intimation of car booking, then double the pro-rata amount per day or the actual expenses incurred by Corporation or its official/guest whichever is more shall be deducted from the bills of the service provider.
- x. Without prejudice to any other remedy and conditions of this EOI/ NIT, the Service Provider shall also make alternate arrangements in case of breakdown of vehicle(s). In case of failure, to do so the Service Provider shall be responsible to compensate all expenses incurred in this regard subject to above limit (double the pro-rata amount per day or the actual expenses incurred by Corporation or its official/guest whichever is more). The Corporation shall have the authority to deduct such amount from any bill payable to the service provider. The decision of the Corporation in this regard shall be final and binding on the service provider.
- y. The Corporation reserves the right to review the case of any empanelled Service Provider whose services are found to be unsatisfactory and even cancel his contract.

4. TERMS OF PAYMENT:

- a. No payment should be made without verifying the log book/duty slips of the driver which has been signed by the user officer/ staff of the Corporation. The payment of bill will be subject to the submission of this record, authenticated by the officer using the vehicle.
- b. The Corporation shall be at liberty to withhold any of the payments in full or in part subject to forfeiture mentioned in Clause 5 of this Expression of Interest.
- c. Duly signed bills shall be submitted along with the duty slips of car's usage signed by the officer who used the vehicle.
- d. If on any occasion it is found that the driver of any vehicles has made wrong entries the duty slips relating to time and kilometre reading of start or closing of duty/ journey the Service Provider shall be responsible for the same. The office reserves the right to withhold full payment of the day in respect of such vehicle.
- e. Meter reading will be on Garage In – Garage Out basis. Garage out and Garage in should be shown 05 km each on either side and time allowable will be maximum 10 minutes on either side.
- f. Payment Terms may be revised as and when Corporation deems fit and necessary.
- g. Necessary deduction will be made from bills on account of applicable taxes and levies as applicable from time to time.
- h. Declaration to be provided by the bidder in his letterhead for non-arising of e-invoice as per GST act.

5. FORFEITURE CLAUSE:

In the event of Service Provider failing to execute the work i.e., supply of Cars on hire basis at any time to the full satisfaction of the Corporation, the Competent Authority of the Corporation reserves the right to cancel the contract or withhold the payment due to Service Provider in part or full and to forfeit the Security Deposit, if any.

6. PERIOD OF CONTRACT:

The empanelment will be valid for two (2) years initially from the date of award of contract and can be extended for one year by mutual consent of the parties. No request of hike in approved rates for supply of cars will be entertained. The Corporation reserves the right to add/ delete/ modify any terms and conditions besides reserving the right to accept or reject the applications. Accepting the application for empanelment would not guarantee the award of contract.

7. **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.

8. **SECURITY DEPOSIT:**

The bidders shall deposit an amount as **Security Deposit** as prescribed in below table -

Sl. No.	Tentative Contract Value	Security Deposit	Remarks
1	Upto Rs 3.3 Lakh	Rs. 10,000/-	Non submission of Security Deposit will lead to the cancellation of the tender.
2	More than Rs. 3.3 Lakh	Amount equivalent to 3 % as Security Deposit	

Failure of the successful bidder to submit the Security Deposit on signing the Contract shall constitute sufficient grounds for the annulment of the award, blacklisting of such bidders from all future tenders of the Corporation.

The Security Deposit shall be released to the empaneled Service Provider after completion of the contract period only after being satisfied of the successful completion of the contract and ensuring that no liabilities are due from the Service Provider or its employees. In case of any complaint or pending dues, the Security Deposit shall be released only when the said due is/are cleared by the Service Provider, complaint is resolved.

9. **SIGNING OF CONTRACT:**

The successful bidders shall execute an agreement with the Corporation on Non-Judicial stamp paper of value not less than Rs. 100/- within 15 days of written communication for acceptance of lowest rates. The stamp duty shall be borne and paid by the Service Provider.

The empanelment shall be initially for a period of two year i.e., **from the date of award of the contract** which may be extended further for a maximum period of (one year at a time) on the same rate, terms & conditions as agreed upon based on annual review to be conducted by the Corporation subject to the satisfactory performance and compliance to the terms and conditions of the agreement by the Service Provider.

10. STATUTORY COMPLIANCES:

- (a) The Service Provider shall need to provide 'INDEMNITY BOND' on requisite stamp paper so as to indemnify the Corporation against all liabilities regarding EPF, ESI & other labour laws, including any issues & liabilities arising out of or in connection with Motor Vehicle Act/ Rules and any other laws in force from time to time. The Service Provider 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 Motor Vehicle Act/ Rules and any other laws as applicable from time to time. This shall remain binding on the Undersigned/ Service Provider, legal representatives, executors & successors of the Undersigned/ Service Provider".

11. VERBAL OR WRITTEN UNDERTAKING NOT BINDING UNLESS FORMALIZED:

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

12. REPRESENTATION AND WARRANTY:

Each Party represents and warrants that:

- (a) It has full right, power and authority to enter into and carry out the work mentioned in this EOI/ Agreement and have been and is on the date of this EOI/ Agreement duly authorized by all necessary and appropriate corporate or other action to execute this EOI/ Agreement;
- (b) It has no prior commitments, arrangements or agreements with any other person/ company/ or any other authorities which might interfere with, or preclude the carrying out of its obligations under this EOI/ Agreement;
- (c) It has the requisite experience, knowledge, expertise, capability, availability of manpower and infrastructure (with the capacity and the ability to augment all of the foregoing) necessary to effectively and properly render the services for the projects as agreed to be rendered hereunder; and
- (d) it shall perform its obligations, including without limitation, payment obligations under this EOI/ Agreement with the standard of skill, diligence and competence meeting global quality standards and shall implement the best practices prevalent in the business/ industry.
- (e) 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.

13. WAIVER:

The failure of either party at any time to enforce any provision of this EOI/ Agreement, 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 Corporation.

14. ENGAGEMENT OF SUB-SERVICE PROVIDERS:

No sub-Service Provider/ agent shall be engaged by the Service Provider for accomplishment/ carrying out full or part of any work under the contract. However, if the Corporation specially approve in writing, sub-Service Provider/ agent can be engaged for the purpose of this EOI/ agreement.

15. FORCE MAJEURE:

Neither party hereto shall be considered to be in breach of or default of its duties or obligation here under if breach is caused by or the result of act beyond the control of any party which include but not limited to any war, or hostility, act of public enemy, civil commotion, sabotage, accidents, fires, floods, explosions, epidemic, quarantine restrictions, strikes, lock outs, or acts of God provided that notice of such happenings is given by either party to the other within seven dates from the date of occurrence thereof.

16. INDEMNITY:

The Service Provider hereby indemnifies and holds the Corporation harmless from and against all fines, suits, claims, demands, losses, expenses, costs, fees and actions (including, without limitation, attorney's fees, costs and expenses) with respect to any injury to person or damage to or loss of property on or about the premises or in the building or in or on the grounds and parking areas caused by the acts or omissions of the Service Provider, its agents, employees, invitees, or by any other person entering the building, the premises, or related facilities under express or implied invitation of Service Provider.

17. NOTICE:

All notices or reports permitted or required under this EOI/ agreement or otherwise in connection to the work, shall be in writing and sent to the address set forth at the end of this agreement 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.

18. TERMINATION & MODIFICATION:

The Corporation may without prejudice to any other remedy or right of claim for breach of contract, by giving not less than 15 (fifteen) days written notice of default to the Service Provider, terminate the contract in whole or in part.

- i. If the Service Provider breaches any of the terms and conditions of the contract.
- ii. If the Service Provider fails to render any or all the services within the time period(s) specified in the contract or any extension thereof granted by Corporation in writing.
- iii. If the Service Provider, 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 Corporation.
- iv. If the Service Provider in the judgment of Corporation has engaged in corrupt or fraudulent practices in completing or in executing the contract. In the event, Corporation terminate the contract in whole or in part, the Corporation may get such services done, upon such terms and in such manner as it deems appropriate and the Service Provider shall be liable to Corporation for any risk and costs for such similar services.
- v. The Corporation may terminate this agreement even in absence of any breach with 30 days' notice to the other side.
- vi. The terms and conditions of this agreement may be modified with mutual consent of both the parties as and when required.

19. TIME IS OF THE ESSENCE:

Time shall be of the essence of this Agreement and of each and every part thereof.

20. DISPUTE RESOLUTION & GOVERNING LAWS:

Any dispute, differences or controversy of whatsoever nature between the parties arising out of or in relation to this EOI/ agreement, the dispute shall in the first instance be attempted to be resolved amicably through discussions/negotiations between the parties. Further, all questions, disputes and/or differences arising under or in connection with this agreement or in touching or relating to construction, meaning, scope, performance, operation or effect of this EOI/ agreement or the validity or the breach thereof, which is not resolved amicably within 15 days, such matter 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 Nadia.

In case the award passed by the arbitrator, is assailed/ referred before the court of law, the same shall be exclusively subject to the jurisdiction of Courts at Nadia only.

This Agreement shall be interpreted and constructed in accordance with Indian laws and only the Courts at Nadia shall have exclusive jurisdiction over any matters arising out of this agreement.

21. 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.

22. 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.

23. RIGHTS OF THE CORPORATION:

- i. The Corporation reserves the right to split the scope of the work to more than one Service Provider 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 herein 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 agreement forthwith without any notice or any compensation in lieu thereof.

- iv. The Corporation gives no guarantee to provide minimum quantum of work to the empaneled agencies.
- v. Without prejudice to above, the Agreement can be terminated with a notice of two month on either side, during the Agreement period.
- vi. The empanelment or subsequent contract does not assure any minimum business guaranty to the bidder/ Service Provider.
- vii. The Corporation reserves the right to extend the period of tender availability and/ or the date of opening of the bids.

24. Prevention of Sexual harassment at Workplace:

The Service Provider awarded the work shall have to self-certify on company/ firm letterhead duly signed by appropriate authority that it abides by GoI guidelines on prevention of sexual harassment at the workplace.

25. 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 EOI and/or agreement 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 agreement 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.

SKB
21/04/22

Regional Manager (I/C)
Krishnagar Regional Office
The Jute Corporation of India Limited

Technical Bid**Annexure - I (Duly filled by the tenderer)**

SL NO	Name of Documents	Status
1	The Registered Office of the Service Provider/ Any local Office should be located in Krishnagar, Nadia. Necessary documents/certificates in support of the registered Office/ Local Office should be provided Self-attested.	
2	In case of partnership Service Providers, a copy of the partnership agreement, or General Power of Attorney duly attested by a Notary Public, should be furnished. The attested copy of the certificate of registration of Service Provider should also be enclosed.	
3	The Service Provider must have a minimum of three years' experience in providing the said service to reputed private companies of repute / Public Sector Companies / Corporations / Central and State Government Departments.	
4	A copy of turn over statement and ITR must be enclosed with the document.	
5	The Service Provider should have its own Corporation Bank Account. Documentary evidence to be enclosed.	
6	The Service Provider should have All West Bengal network for providing car services.	
7	The Service Provider should be able to provide 24x7 services. The Service Provider should be prepared to provide the services on Saturday/Sundays/ Holidays besides normal working days, if so, required by the Corporation.	
8	The Service Provider should be having valid PAN, GST (if any) and if MSME, certificate to be enclosed.	
10	Name, address and contact details of the clients where the service is being rendered to be provided.	
11	Any act on the part of the Bidder to influence anybody in JCI is liable for rejection of the Bid.	
12	The empanelled vendor/vendors should be able to provide cars with commercial number. The vendor/vendors should be able to provide Swift Dzire or equivalent, Scorpio or equivalent.	
13	Empanelled candidates have not been blacklisted by The Jute Corporation of India Ltd. or by any other Company/ Contract has not been terminated JCI or by any other company and the vendor has not been bankrupt. A declaration to be provided regarding the matter in bidder's letter head.	

(Signature of the Tenderer with seal)

Price Bid**Annexure – II (Duly filled by the tenderer)**

SL. NO	TYPE OF THE VEHICLE	<u>BELOW 100 KM/ 10Hrs.</u> <u>(Whichever Is Earlier)</u>		<u>ABOVE 100 KM</u>	
		AC VEHICLE	NON-AC VEHICLE	AC VEHICLE	NON-AC VEHICLE
		HOUR	HOUR	KILOMETER	KILOMETER
		BASIS	BASIS	BASIS	BASIS
1	Swift Dzire or equivalent				
2	Scorpio or equivalent				

➤ **Outstation Charges will be applicable where night stay is required : -**

1. Rs. 700/- per night if no fooding , lodging provided.
2. Rs. 200/- per night if fooding, lodging provided.

(Signature of the Tenderer with seal)