

**INVITATION OF BIDS FOR HIRING OF CAR ON AS & WHEN
REQUIRED BASIS**

AT

PAN India

FOR

THE JUTE CORPORATION OF INDIA LIMITED

15N, NELLIE SENGUPTA SARANI

KOLKATA-700087

JCI/Admin/2022-23/CAR

THE JUTE CORPORATION OF INDIA
15N, NELLIE SENGUPTA SARANI
KOLKATA - 700087

TENDER NOTICE

Ref.No.JCI/Admin/HO/2022-23/

Date:01-02-2023

SUBJECT: HIRING OF AGENCIES FOR CAR HIRE SERVICE ON AS & WHEN REQUIRED
PAN India

Bids are invited from car rental agencies on AS AND WHEN REQUIRED basis for the Jute Corporation of Indian Ltd. 15N, Nellie Sengupta Sarani, Kolkata-700087, as per direction received from THE JUTE CORPORATION OF INDIA LIMITED

The details of the tender are as under:

01.	Type of Work :	HIRING OF AGENCIES FOR CAR HIRE SERVICE ON AS & WHEN REQUIRED BASIS PAN India.
02	Last date for submission of Document	As per GeM notified dates.
03	Mode of Submission of documents	Participation to be done through GeM portal.

A. SCOPE OF WORK:

To provide car on rental as & when required basis and movement as per direction from THE JUTE CORPORATION OF INDIA LIMITED

B. ELIGIBILITY CRITERIA:

- a. The Office of the Service Provider should be in Kolkata. Necessary documents/certificates in support of the registered Office/Local Office should be provided Self-attested.
- b. In case of partnership firms, 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 firm should also be enclosed.
- c. The Agency must have a minimum of five (05) years' experience in providing the said service to any Central/ State Govt. Organization and its undertakings/ PSU/Private Companies of repute with annual turnover not less than minimum Rs. 5 Crores. Copies of contracts/ work orders/ documentary evidence of successful execution/ completion in support of Past Experience of Services to be provided along with the documents, considering 2017-18,2018-19, 2019-20, 2020-21& 2021-22 (Pre-qualification criteria).
- d. The Agency should have an average minimum annual turnover of Rs.8 Lakhs during last 03financial years ending 2021-22. A copy of turn over statement duly certified by the Chartered Accountant/Cost Accountant to be uploaded.
- e. Audited annual accounts along with ITR for the 3 financial years i.e2019-20 , 2020-21& 2021-22 to be uploaded.
- f. The Agency should have its own Bank Account. Documentary evidence to be uploaded.
- g. The Service Provider should have PAN India network for providing car services.
- h. The Agency should be able to provide 24x7 services. The Agency should be prepared to provide the services on Saturday/Sundays/ Holidays besides normal working days, if so required by the Corporation.
- i. The Agency should be having valid PAN, GSTand if MSME, certificate to be enclosed.
- j. Name, address and contact details of the clients where the service is being rendered to be provided in bidders' letterhead.
- k. Any act on the part of the Bidder to influence anybody in JCI is liable for rejection of the Bid. This may lead to black listing to bidder.
- l. The bidder should not have been blacklisted/penalised for last (05) five years by The Jute Corporation of India Ltd. or by any other Company/organisation/Govt. agencies/Authority etc. and or whose contract has not been terminated JCI or by any other company. A declaration to be provided regarding the matter in bidder's letter head.

- m. Past Experience of Services and Qualifying Criteria (proof of documents also required to be uploaded)
- n. The Bidder must have successfully executed/ completed at least one single order of 80 % of the Estimated Bid Value or 3 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40% of the Estimated Bid Value for similar service(s) of providing car service in the last three 03 financial years ending 2021 -22 to any Central/ State Govt. Organization and its undertakings/ PSU/ Private Companies of repute with annual turnover not less than minimum Rs. 5 crores. Copies of contracts/ work orders/ documentary evidence of successful execution/ completion in support of Past Experience of Similar Services of providing cars on monthly rental basis shall be uploaded with the bid.
- o. PF & ESI registration certificate to be submitted at the time of submission of bid.
- p. Documents not complying with the requirement(s) as contained in this EOI will be rejected and no correspondence thereof shall be entertained whatsoever.

C. GENERAL TERMS AND CONDITIONS:

- a. The Agency 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 firm 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(English, Hindi ,Bengali).
- f. The firm should have an adequate number of telephones for contact round the clock and these may be conveyed to this office.
- g. The firm should have a provision to take bookings 24x7.

- h. Rates once finalized will be fixed at for the period of 02 two year 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.
- j. The driver provided by the contractor should fulfil the following conditions:
 - (i) Should be in possession of valid driving license issued by RTO.
 - (ii) Should not smoke; chew Pan/ Pan Masala/ Tobacco.
 - (iii) Should be conversant with the routes of all Government buildings and important roads within Metropolitan/Capital and important cities of India.
 - (iv) Should not indulge in any activity inimical to safety & security of the officers travelling in his car.
 - (v) The liability of the Corporation will be limited to the hiring charges agreed in the contract.
 - (vi) The driver should maintain a proper record of mileage on a daily basis and get the same authenticated by the user officer/staff.
- k. No additional terms & conditions over and above the conditions stipulated above shall be entertained by Corporation.
- l. Actual parking charges/ toll charges will be payable along with the monthly bills, only upon submission of the parking bills/ toll receipts etc.
- m. 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 delist the empanelment of the car hiring proposals and forfeit the performance security.
- n. At times, Corporation may need additional number of vehicles on specific days in connection with any conference/ meeting/official travelling.

D. 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 employee/ staff of the Corporation. Toll & Parking charges shall be reimbursed at actual duly countersigned by the user only.
- b. The Corporation shall be at liberty to withhold any of the payments in full or in part subject to any non-compliance.
- c. Duly signed Original Invoice shall be submitted along with the duty slips of car's usage and with Toll & Parking charges bills 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 contractor shall be responsible for the same. The office reserves the right to withhold full payment of the day in respect of such vehicle.
- e. Payment to be made within 15-20 working days from the receipt of bill along with requisite documents.
- f. Declaration to be provided by the bidder in his letterhead for non-raising of e-invoice as per GST act.
- g. The vendors/bidders may also opt for payments through TReDSonline platform/portal.
- h. Statutory deductions like IT, TDS, GST shall be guided as per the provision relevant law.

However Payment Terms may be revised as and when Corporation feels.

E. NON COMPLIANCE CLAUSE:

The clause will be applicable as generated in GeM Portal, if not it will be provided as additional terms and conditions.

F. GENRAL CONDITIONS

- a. In case the firm awarded contract fail to supply the requisite number of vehicles, this office reserves the right to hire the cars from other car vendor at the risk and cost of the firm. The cost difference between the alternative arrangements and tender value will be recovered equally from the firm.
- b. In absence of drivers, replacement to be arranged. In case of breakdown/accident of any vehicle during duty, it shall be the responsibility of the firm to provide a substitute vehicle.
- c. 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.
- d. The empanelment or subsequent contract does not assure any minimum business guaranty to the bidder firm.

G. PERIOD OF CONTRACT:

The contract will be valid for two (02) years initially from the date of award and can be extended as per provision in GeM portal. No request of hike in approved rates for supply of cars will be entertained. Further on account of shifting of office the same terms and conditions will prevail.

THE FOLLOWING DOCUMENTS TO BE UPLOADED AS QUALIFYING CRITERIA

SL NO	Name of Documents	Status
1	The Registered Office of the Agency or any local Office should be located in Kolkata. Necessary documents/certificates in support of the registered Office and Local Office should be provided self-attested Valid Trade Licence to be enclosed.	
2	In case of partnership firms, 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 Agency should also be enclosed.	
3	The Service Provider must have a minimum of five (5) year(s) experience in providing the service to any Central/State Govt. Organization and its undertaking/PSU. Copies of contracts/work orders/ documentary evidence of successful execution/ completion in support of Past Experience of Services to be provided along with the documents, considering 2018-19, 2019-20 & 2020-21(Pre-qualification criteria)	
4	The Agency should have an average minimum annual turnover of Rs.8 Lakhs during last 3 financial years ending 2020-21. A copy of turn over statement duly certified by the Chartered Accountant/Cost Accountant to be uploaded.	
5	Audited annual accounts along with ITR for the 3 financial years i.e 2019-20, 2020-21& 2021-22 to be uploaded.	
6	The Agency should have its own Bank Account. Documentary evidence to be enclosed.	
7	The agency should have PAN India network for providing car services.	
8	The Agency should be able to provide 24x7 services. The Agency should be prepared to provide the services on Saturday/Sundays/ Holidays besides normal working days, if so, required by the Corporation.	
9	The Service Provider should be having valid PAN,GST (if any) and if MSME, certificate to be enclosed	
10	The Bidder must have successfully executed/ completed at least one single order of 80 % of the Estimated Bid Value or 3 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40% of the Estimated Bid Value of providing car service in the last three financial years ending 2020 -2021 to any Central/ State Govt. Organization and its undertakings/ PSU/ Private Companies of repute with annual turnover not less than minimum Rs. 5 Crores. Copies of contracts/ work orders/ documentary evidence of successful execution/ completion in support of Past Experience of Similar Services of providing cars on monthly rental basis shall be uploaded with the bid.	
11	Contact number to be provided for 24X7 purpose and Name, address and contact details of the clients where the service is being rendered to be provided.	
12	The bidders have not been blacklisted/penalised by The Jute Corporation of India Ltd. or by any other Company/Contract has not been terminated JCI or by any other company. A declaration to be provided regarding the matter in bidder's letter head.	

H. SPECIAL TERMS & CONDITIONS OF THE CONTRACT -

Tender/Admin/2022-23/CAR-As & when required basis –PAN India.

- a. The final number of cars to be deployed will be as per the instruction of the officials of The Jute Corporation Of India Limited.
- b. An amount to the extent of 3% of the estimated cost by the successful bidder in the form of Demand Draft as performance security, to **"THE JUTE CORPORATION OF INDIA LIMITED"**, payable at Kolkata or "Performance Bank Guarantee,. The said financial instrument will be interest free and will be returned after successful expiry of the contract.
- c. Apart from the order / contract generated from "GeM" portal additional terms and conditions will also be placed from Corporation's end.
- d. The tax invoices to be uploaded in GeM Portal separately.

I. RIGHT TO ACCEPT ANY TENDER AND 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.

J. 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 (02) year i.e., **from** _____ which may be extended further for a maximum period of ____ years(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.

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".

K. STATUTORY COMPLIANCES:

The bidder(s) shall comply with the provision of Contract Labour(Regulation & Abolition)Act 1970, the Contract Labour (Regulation and Abolition) Central Rules,1971, the Minimum Wages Act 1948, Employee State Insurance Act 1948,Payment of Wages Act 1936,Workmen's/Employees Compensation Act 1923,The Employee's Provident Fund Act (Miscellaneous Provisions) 1952, Payment of Bonus Act 1965, Employer's Liability Act 1938, Employment of Children Act 1938, Maternity Benefit Act 1961,Sexual Harassment of Women at work place (Prevention, Prohibition and Redressal)Act, 2013and/ or any other rules/regulation and of statues that may be applicable to them and as amended from time to time. The Corporation reserves the right to call for proof for such compliances whenever deemed necessary and the bidder shall abide by the same. The bidder shall be solely responsible for violation of any provision and shall further keep the Corporation indemnified from all the acts of omission, fault breaches and/ or any claim,demand,loss,injury and expense arising out from the non-compliance with the aforesaid statutory provisions, In case of Bidder's failure to full any of the obligations hereunder and/or under the said Acts/rules/regulations or any bye-laws or rules framed under or any of these, the Corporation, shall be entitled to recover any of such loses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the bidder's monthly payment and security Money deposit.

L. 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.

M. 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.

N. 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 approves in writing, sub-Service Provider/ agent can be engaged for the purpose of this EOI/ agreement.

O. CONFLICT OF INTEREST:

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

P. FRAUDELENT AND CORRUPT PRACTICES:

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, JCI shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, JCI shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages.
- b) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- c) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of JCI who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or

otherwise ceases to be in the service of JCI, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of JCI in relation to any matter concerning the Project;

- d) "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- e) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any persons participation or action in the Selection Process;
- f) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by JCI with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- g) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

Q. SERVICEPROVIDER'S EMPLOYEES / PERSONNEL

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

All persons employed by the Bidder/ Service Provider shall be deemed to be its employees and all rights and liabilities under the labour laws and other applicable acts/ rules in respect of all such personnel shall be exclusively of the Bidder/ Service Provider.

R. VARIATION:

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

S. INDEMNITY:

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

T. SEVERABILITY:

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

U. TERMINATION:

(a)The JCI may, without prejudice to any other remedy or right, 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.

(b) Subject to other terms and conditions, the Bidder may by giving not less than 30 (thirty) days written notice to JCI, terminate this Agreement in the following circumstances: -

- (i) If JCI breaches any of the terms and conditions of the contract and fails to rectify the said breach within a period of 30 days from the date of receipt of written notice from the Bidder.
- (ii) If the payments to the Service Provider are delayed beyond the due date and the same is not released/ rectified within a period of 60 (sixty) days' from the date of receipt of written notice from the Service Provider.

(c) In all cases of termination herein set forth, the obligation of the JCI to pay shall be limited to the extent of service rendered by Service Provider as per provision of the Contract upto the date of termination, subject to the Service Provider complying with other terms of the Contract. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

V. DISPUTE RESOLUTION & GOVERNING LAWS:

All dispute, differences or controversy of whatsoever nature between the parties arising out of or in relation to this EOI/ contract or relating to construction, meaning, scope, performance, operation or effect of this EOI/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 EOI/ 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 EOI/ Contract.

W. VERBAL UNDERTAKING NOT BINDING:

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

X. FORCE MAJEURE:

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

fide discussions with a view to mitigate its effect on this contract by agreeing to such alternative agreement as may be fair and reasonable.

Y. SURVIVAL:

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

Z. NOTICE:

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

Corporation's Address:

Service Provider Address

AA. TIME IS OF THE ESSENCE:

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

BB. 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.

CC. 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.

DD. 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.

EE. 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.

DD. DISCLAIMER:

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

ANNEXURE-1

A. OTHERS TERMS & CONDITIONS OF THE CONTRACT:

1. Payment of wages to the drivers should be timely made. Non-payment of pending bills shall not be cited as a ground for Non-payment of wages to Drivers by the vendor.
2. Non-payment of the pending bills by the office due to any reason will not be a ground for not supplying the car to the office timely.
3. That the contractor will ensure availability of the vehicle at all times, whenever called for by JCIL. In case if contractor is not able to provide the car as required by JCIL then JCIL may make alternate arrangement at the risk & cost of contractor. The expenditure will be deducted from the pending/next bill of contractor.
4. The contract will be non-transferable and hence the firm shall not be entitled to Assign or sublet the work or any part of it to any other person or party failing which the contract will be cancelled immediately
5. Rates once finalized will be fixed at least for a period of two years. Upward Any reason, the cost of litigation and all the liability and damages, if any, Change in rates will not be considered due to any hike in petrol/diesel/CNG prices or taxes by the Government during the contract period.
6. Only such Taxi operators may apply whose Cars have been duly authorized by the concerned RTO for use as public transport.
7. GST (Goods and Services Tax) if applicable and as legally leviable and payable by the tenderer under the provisions of applicable law/ act, shall be paid extra as per provision of applicable law. If covered under RCM, the applicable GST will directly be paid to GST authorities by JCIL.
8. The rates for each should be quoted excluding GST. Toll and Parking charges will be reimbursed on production of original slip duly signed by user of vehicle.
9. The service provider should provide a single contact person/ supervisor for the fleet of vehicles deployed for this office. It would be responsibility of the supervisor to keep track of the vehicles, also any instruction regarding vehicles would be communicated by this office to the supervisor telephonically. It would be the responsibility of the supervisor to ensure that the vehicle reaches the desired location and reports to the designated officer in time. The contact detail of the supervisor must be intimated immediately on award of contract.
10. In case the quality of service is found to be unsatisfactory eg. vehicle is not clean or the driver reports late, driver is not appropriately dressed or vehicle is not in a good running condition etc., after 3 such instances, this office reserve the right to terminate the contract without any prior notice.
11. Contract can be terminated by service provider prematurely by giving advance notice of one month.
12. The vehicle should be insured with Insurance agencies under 'Comprehensive' Insurance' terms and Insurance charges, Accidental claim and insurance of driver during the contract period shall be borne and settled by the contractor.
13. The vehicle shall have all All India Taxi permit and the contractor shall be required to take care of Vehicle Registration, Road-tax, Comprehensive and other taxes etc.

14. In case the vehicle meets with an accident while on duty, the contractor shall be solely responsible for taking care of all the formalities i.e. security of the vehicle, FIR, Insurance & repair etc. and all the claims arising out of it or any other consequential damages as per law. In case any amount is spent by JCIL the same shall be deducted from the dues of the contractor.
15. Penalty in case of non-reporting of required vehicle on time, an amount of 100/hr shall be deducted from the bill.
16. Generally, a prior notice of 03 hours will be given to the Service Providers for providing / arranging the vehicle. In case of non-reporting / refusal to provide the requisite vehicle, the same may be hired from any other source(s) at the risk and cost of the Service Provider. The difference, if any, between the agreed hiring rates with the Service Provider and the amount payable by JCIL in the event of not providing the vehicle will be recovered from the Service Provider from the running bills.

FINANCIAL/PRICE BID

(to be Duly Filled by the Bidder)

Price Bid (BOQ)

SL No .	Type/Categor y of Vehicle	Base Rate for 100 Km & 12 Hours	Outstation Charge applicable if journey is performed beyond 250 Km.	Rate per Extra KM	Rate per Extra Hour	Night Charges (per Night i.e from 11:00 PM to 06:00 AM)
Category 1:Cars						
01	Maruti-Dzire/Hyundai Xcent or any similar compact sedan					
02	Honda City/Hyundai Verna/Toyota Corolla or any similar mid-size sedan					
03	Toyota Innova Crysta (6&7 seater)/Tata Hexa/any similar SUV/MUV					
Category 2:Public Carrier						
1.1	16 seater TEMPO Traveller					
1.2	22 seater TEMPO Traveller					
2.1	35 seater BUS					
2.2	40 seater BUS					
2.3	45 seater BUS					

INSTRUCTIONS TO BIDDER:

- a) All the bidders should upload the bid document sealed, signed on all pages as an acknowledgement of acceptance.
- b) The bidders are requested to follow and abide by the document and upload the documents accordingly.
- c) The bidders are instructed to quote price as per price bid format enclosed and attached.
- d) Rates to be quoted exclusive of GST.
- e) While Quoting the price, garage in/out and other factors to be taken into consideration as payment to be processed from the point of actual report to the point of actual release.
- f) The amount to be charged minimum for 12 hours or 100 KM whichever is higher.
- g) The bidder shall duly maintain per day duty slip which shall contain the details such as Name of the Vendor, Address of the Vendor, Mobile/phone no of the vendor, Vehicle no, Vehicle/Mode Type, Name of the company where deployed, Name of the Vehicle User, Reporting place & Time, Releasing place & time, Start /Reporting Time and Kilometre, Releasing /Closing Time and Kilometre, Total Kilometre Run and Time deployed, Signature of the Vendor, Signature of the Vehicle user, Night Charges applicable if any, Toll/Parking Charges if any. The bidder shall submit the each day duty slip along with all related documents attached in Monthly RA Bill.
- h) The billing to be done on either on per KM or per hour whichever is higher.
- i) While bidding in GeM portal. If the price is not accepted as per Kilometre(KM)/Hourly rate the bidders are requested to submit the rate for the said car models in Hourly and Kilometre rate in sealed envelope superscribed GeM Bid ref. no and the evaluation of prices will be done on the basis of Hourly/Kilometre rate through the order placed on consolidated prices basis.
- j) Booking confirmation to be provided within 02-03 hours along with details through email/SMS/Whats app.
- k) The entire liability is to be on service provider's part.