

INVITATION OF BIDS FOR HIRING OF CAR ON AS & WHEN REQUIRED BASIS  
AT  
KOLKATA REGION INCLUDING OUTSTATION DUTIES UPTO 250 KMS EACH SIDE  
FOR  
THE JUTE CORPORATION OF INDIA LIMITED PATSAN  
BHAWAN, 3<sup>rd</sup> & 4<sup>th</sup> FLOOR, CF BLOCK, NEW TOWN,  
KOLKATA - 700156

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

THE JUTE CORPORATION OF INDIA  
PATSAN BHAWAN, 3RD & 4TH FLOOR, CF BLOCK,  
NEW TOWN, KOLKATA - 700156

**TENDER NOTICE**

Ref.No. - JCI/Admin/HO/CAR/2025-26/01

Date: 20-06-2025

**SUBJECT: HIRING OF AGENCIES FOR CAR HIRE SERVICE ON AS & WHEN REQUIRED  
KOLKATA REGION INCLUDING OUTSTATION DUTIES UPTO 250 KMS EACH SIDE**

Bids are invited from car rental agencies on AS AND WHEN REQUIRED basis for the Jute Corporation of Indian Ltd., Patsan Bhawan, 3<sup>rd</sup> & 4<sup>th</sup> Floor, CF Block, New Town, Kolkata – 700156 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 Hiring of Agencies for Car Hire Service on As & When required Basis – Kolkata Region including Outstanding Duties upto 250 KMs each side.
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.
04	Pre Bid Meeting	16:00 dt. 27/06/2025 Venue – Patsan Bhawan, 4 <sup>th</sup> floor, CF Block, Kolkata - 700156

**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 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24 (Pre-qualification criteria).
- d. The Agency should have an average minimum annual turnover of Rs. 21 Lakhs during last 03 financial years ending 2024-25. 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.e 2021-22, 2022-23 & 2023-24 to be uploaded.
- f. The Agency should have its own Bank Account. Documentary evidence to be uploaded.
- g. The Service Provider should have network for providing car services with West Bengal.
- 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, GST and if MSME, certificate of the same type of services 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 blacklisting to bidder.
- l. The bidder should not have been blacklisted/penalized for last (05) five years by The Jute Corporation of India Ltd. or by any other Company/organization/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 2 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 2023 -24 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 tender document 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 fulfill 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 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. In case it is found that toll and/or Parking slips are not signed by user then the said amount will not be payable. In case of fast tag charges complete statement to be submitted along with the bill.
- d. If on any occasion it is found that the driver of any vehicles has made wrong entries the duty slips relating to reporting location time and reporting location kilometer reading of start and/or closing of duty/ journey the contractor shall be responsible for the same. The office reserves the right to withhold full payment of that particular duty in respect of such vehicle & the same will be released in full or partial after getting authentic clarification from vendor as deemed fit. In case details of reporting location KMs & time and releasing location KMs & time is not mentioned in duty slip then only base rate i.e. Minimum agreed rates for that segment car will be paid.
- e. Declaration to be provided by the bidder in his letterhead for non-raising of e-invoice as per GST act.

- f. The vendors/bidders may also opt for payments through TReDS online platform/portal.
- g. Statutory deductions like IT, TDS, GST shall be guided as per the provision relevant law.
- h. The hiring charges shall be paid once in a calendar month through RTGS/NEFT within 20 days from the date of submission of the bills along with all the requisite documents.

**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. GENERAL 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.

### **THE FOLLOWING DOCUMENTS TO BE UPLOADED AS QUALIFYING CRITERIA**

<b>SL NO</b>	<b>Name of Documents</b>	<b>Status</b>
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 License 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 2021-22, 2022-23 & 2023-24 <b>(Pre-qualification criteria)</b>	
4	The Agency should have an average minimum annual turnover of Rs.21 Lakhs during last 3 financial years ending 2023-24. 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. 2021-22, 2022-23 & 2023-24 to be uploaded.	
6	The Agency should have its own Bank Account. Documentary evidence to be enclosed.	
7	The Service Provider should have network for providing car services with West Bengal.	
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 of the same type of services to be enclosed	
10	The Bidder must have successfully executed/ completed at least one single order of 80 % of the Estimated Bid Value or 2 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 2023 -2024 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 as & when required 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/penalized 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.	

**\* All the documents on each page must be signed by an authorized official with Company Seal \*.**

## **H. SPECIAL TERMS & CONDITIONS OF THE CONTRACT –**

The number of cars to be deployed on need basis will be as per the instruction of the officials of The Jute Corporation Of India Limited.

i) An amount to the extent of 3% of the contract value by the successful bidder in the form of RTGS/NEFT/Net Banking/Online Payment mode as performance security to the below mentioned Bank Account:

**A/C. NAME – THE JUTE CORPORATION OF INDIA LTD.**

**ACCOUNT NO. – 0093000100297535**

**IFSC – PUNB0143720**

**BANK – Punjab National Bank**

**BRANCH – New Town, Rajarhat, Kolkata**

ii) The said financial instrument will be interest free and will be returned after successful expiry of the contract.

iii) Apart from the order / contract generated from "GeM" portal additional terms and conditions will also be placed from Corporation's end.

## **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 outrightly.

## **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 working 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, 2013 and/ or any other rules/regulation and of statutes 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 losses 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 Agreement and have been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate or other action to execute this 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 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 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. SERVICE PROVIDER'S EMPLOYEES / PERSONNEL**

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

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

#### **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. 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.

**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 proper Taxi permit in the respective states 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/ Category 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)
<b>Category 1: Cars (Kolkata Region including Outstation duties upto 250 Kms each side)</b>						
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					

**FINANCIAL/PRICE BID**  
**(to be Duly Filled by the Bidder)**  
**Price Bid (BOQ)**

<b>SL No</b>	<b>Type/ Category of Vehicle</b>	<b>Pick Up and Drop Services to Kolkata Airport/Major Railway Stations /Bus Stands within Kolkata Region to a distance up to 50 KMs on each way .</b>	<b>Rate per Extra KM</b>
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		

### **INSTRUCTIONS TO BIDDER:**

- a) All the bidders should upload the bid document with company seal, 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 excluding 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, 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 Kilometer, Releasing /Closing Time and Kilometer, Total Kilometer 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) Booking confirmation to be provided within 02-03 hours along with details through email/SMS/Whats app.
- j) The entire liability is to be on service provider's part.

BETWEEN

**The Jute Corporation of India Limited**

(Hereinafter referred to as JCI)

AND

.....  
(Name and Address of the Bidder)

(Hereinafter referred to as the “Bidder”/ “Contractor”/ “Service Provider”)

and hereinafter jointly referred to as “Parties”)

**Preamble**

This pre-bid pre-contract Agreement hereinafter called the Integrity Pact (IP) is made on ..... day of the month of ....., 20... between, on the one hand, The Jute Corporation of India Ltd hereinafter referred to as JCI with its Registered Head Office in Kolkata acting through Shri/ Smt. .... Designation..... of the First

Part and M/S..... represented by Shri/Smt .....Designation.....hereinafter called the ‘Bidder’ or ‘Contractor’ or ‘Service Provider’ which expression shall mean and include, unless the context otherwise requires, his/her successors and permitted assigns) of the Second Part.

WHEREAS JCI proposes to procure ..... (Name of

Stores/equipment/items/goods/services) and the Bidder/ Contractor/ Service Provider is willing to offer/has offered (stores/equipment /items/goods/services) and WHEREAS the Bidder/Service Provider is a private company/Public company/ Government undertaking/ Partnership etc., constituted in accordance with the relevant law in the matter and the

JCI is a Central Public Sector Enterprise having its Head Office in Kolkata and Regional offices/Regional Lead DPCs and Departmental Purchase Centres across six states viz West Bengal, Bihar, Odisha, Andhra Pradesh, Assam and Tripura.

NOW THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudicial dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to enabling JCI to obtain the desired said stores/equipment/item/goods/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption of public procurement and enabling the Bidders to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and JCI will commit to prevent corruption, in any form, by its officials by following transparent procedures.

Every Bidder is required to submit their IP, duly signed along with the bid documents in response to the Tender/Bid/EOI/RFP i.e., Request for Proposal issued by JCI and a Bid without this IP Agreement will be disqualified/rejected straightforward.

The two parties viz. JCI and the Bidder(s)/service provider hereby agree to enter into this Integrity Pact and agree as follows:

## **Article 1: Commitment of JCI**

(1) JCI commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of JCI, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) JCI will, during the Tender process, treat all Bidder(s) with equity and reason. JCI will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(2) If JCI obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or it is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, JCI will inform its Chief Vigilance Officer and in addition can also initiate disciplinary action as per its internal laid down policies and procedures.

## **Article 2: Commitment of the Bidder(s)**

(1) It is required that each Bidder (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the

negotiation or award of a contract.

(2) The Bidder(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution.

(i) The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of JCI's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

(ii) The Bidder(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to cartelize in the bidding process.

(iii) The Bidder(s) will not commit any offence under the relevant IPC/PC Act. Further, the Bidder(s) will not use improperly (for the purpose of competition or any personal gain), or pass on to others, any information or documents provided by JCI as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The Bidder(s) also undertakes to exercise due and adequate care lest any such information is divulged.

(iv) The Bidder(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Bidder(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases, where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

(v) The Bidder(s) will, when presenting his/her bid, disclose any and all payments he/she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

(3) The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(4) The Bidder(s) will not, directly or through any other person or firm indulge in any fraudulent practice (means a willful misrepresentation or omission of facts or submission of fake/forged documents) in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified

interest of others and/or to influence the procurement process to the detriment of the Government interests.

(5) The Bidder(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to

influence their participation in the tendering process to get any unjust advantage and/or to influence the tender process).

### **Article 3: Sanctions for violation of Integrity Pact**

Without prejudice to any rights that may be available to JCI under law or the Contract or its established policies and laid down procedures, JCI shall have the following rights in case of breach of this Integrity Pact by the Bidder(s) and the Bidder accepts and undertakes to respect and uphold JCI's absolute right:

(1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, JCI after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the JCI. Such exclusion may be forever or for a limited period as would be decided by the JCI.

(2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If JCI has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according to Article 3(1), then JCI, apart from exercising any legal rights that may have accrued to JCI, may in its considered opinion forfeit the entire amount of Earnest Money Deposit/ Performance Guarantee and Security Deposit of the Bidder/contractor as justified.

(3) Criminal Liability: If JCI obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the JCI has substantive suspicion in this regard, JCI will inform the same to law enforcing agencies for further investigation.

(4) Any breach of the aforesaid provisions by the Bidder or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle JCI to take all or any one of the following actions as well, wherever required: -

(i) To immediately call off the precontract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited as stated earlier either fully or partially, as decided by JCI. JCI shall not be required to assign any reason, therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

(iv) To recover all sums already paid by JCI, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the Bidder from JCI in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance' bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by JCI, along with interest.

(vi) To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to JCI resulting from such cancellation/rescission and JCI shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

(vii) To debar the Bidder from participating in future bidding processes of the JCI, for a maximum period of five years, but which can be extended at the discretion of JCI.

(viii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract,

(ix) In cases, where irrevocable Letters of Credit have been received' in respect of any contract signed by JCI with the Bidder, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by JCI to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(5) JCI will be entitled to take all or any of the actions mentioned at para 1 (i) to (x) of this Pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

(6) The decision of JCI to the effect that a breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

#### **Article 4: Previous Transgression**

(1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anti-corruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings of the Bidder as deemed fit by JCI.

#### **Article 5: Equal Treatment of all Bidders**

(1) JCI will enter into Pacts on identical terms as this one with all Bidders and Contractors.

(2) JCI will disqualify Bidders, who do not submit, the duly signed Pact between JCI and the Bidder, along with the Tender or violate its provisions at any stage of the Tender process.

#### **Article 6: Fall clause**

The Bidder undertakes that it has not supplied/ in not supplying similar product/ systems or sub system at a price lower than that offered in its present bid in respect of any other Ministry/ Department of Government of India or PSU and if it is

found at any stage similar products/ systems or subsystems was applied by the Bidder to any other Ministry/ Department of Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

#### **Article 7: Independent External Monitors**

(1) JCI has appointed following two Independent External Monitors in consultation with the Central Vigilance Commission to review independently and objectively, whether and to what extent the parties have complied with their obligations under this integrated pact.

(i) Sh. Subhashish Sarkar

Retd. Member, Postal Services Board, New Delhi

E-mail: subhashishsarkar53@yahoo.com

(ii) Sh. Upendra Malik

Retd. Special Director General, CPWD, New Delhi

E-mail: upendra.malik@gmail.com

(2) The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

(3) Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Bidder(s) accepts that the Monitor(s) has the right to access without restriction to all Project documentation of JCI including, that provided by the Bidder. The Bidder will also grant the Monitor(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor(s) shall be, under contractual obligation to treat the information and documents of the Bidder/Subcontractors with confidentiality.

(4) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by JCI.

(5) JCI will provide to the Monitor(s) sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between parties. The parties will offer to the Monitor(s) the option to participate in such meetings.

(6) The Integrity Pact shall be operated from the date IP is signed by both the parties till the completion of the contract in all respects. After award of the work, the IEMs shall look into any issue of corruption relating to the execution of the contract if specifically raised before them.

(7) Parties signing the IP shall not approach the courts while representing the matter to IEMs and will wait for their decision in the matter.

#### **Article 8: Duration of the Pact**

(1) The validity of this Integrity Pact shall be from date of its signing till the complete execution of the contract to the satisfaction of both JCI and the Bidder, including warranty period & Defect Liability period as the case may be, whichever is later. In case the bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.



(2) Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

**Article 9: Other Provisions**

(1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the JCI, who has floated the Tender.

(2) Changes and supplements need to be made in writing. Side agreements have not been made.

(3) In case of joint venture or partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

(4) In case of sub-contracting, the Principal Contractor shall take the responsibility of adoption of IP by the subcontractor(s). The Bidder shall be responsible for any violation(s) of the principles laid down in this Agreement/Pact by any of its Subcontractors/sub-vendors. Each sub-contractor is required to sign the IP invariably.

(5) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

(6) It is agreed as term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Pact, any action taken by JCI in accordance with this Integrity Pact or interpretation thereof shall not be subject to arbitration.

**Article 10: Legal and Prior Rights**

The Actions stipulated in this IP are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings. All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of JCI) (For and on behalf of Bidder/ contractor)

**WITNESSES:**

1. .... 1. ....

(Signature, name and address) (Signature, name and address)

Place:

Dated:

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	11-07-2025 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	11-07-2025 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Textiles
विभाग का नाम/Department Name	Na
संगठन का नाम/Organisation Name	N/a
कार्यालय का नाम/Office Name	The Jute Corporation Of India Limited
वस्तु श्रेणी /Item Category	Short Term Cab & Taxi Hiring Services - Sedan; Local; 168Kms x 12Hrs
अनुबंध अवधि /Contract Period	2 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	21 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	5 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience	Yes   Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
लागू आरसीएम/RCM Applicable	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
अनुमानित बिड मूल्य /Estimated Bid Value	3500000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes

#### ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	PUNJAB NATIONAL BANK
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	26

(a). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

#### लाभार्थी /Beneficiary :

Manager- HR  
The Jute Corporation Of India Limited, Patsan Bhawan, Ministry of Textiles, Newtown, Kolkata - 700156  
(The Jute Corporation Of India Ltd.)

#### विभाजन/Splitting

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

## एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
  1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
  2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
  3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

### जीएसटी की धारा 9(3)/Section 9(3) Of GST

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

### जीएसटी की धारा 9(3)/ Section 9(3) Of GST

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

### अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

**Fleet of owned vehicles with service provider, (Please limit the number to upto 100% of the vehicles demanded or 30 whichever is lesser):N/A**

**Drivers on Payroll (in Numbers), (Please limit the number to upto 100% of the vehicles demanded or 30 whichever is lesser):N/A**

**Minimum years (upto 5 years) of experience in related field:5**

**Number (upto 100%) of vehicles demanded should have been provided in a single contract to a government agency in the past three years:-**

**Number (upto 100%) of vehicles demanded should have been provided in the past 1 year to government agencies:-**

**Geographic Presence in States:**Kolkata Region(West Bengal)

**Rate Per Km for Extra Usage in excess of chosen package as per the Vehicle Type selected. In case of bunch bid buyer must indicate extra KM rate for every Vehicle Type that is bunched:-**

**Rate Per Hour (Inclusive of GST) for Extra Usage in excess of chosen package:-**

**Scope of Work:**[1750398479.pdf](#)

**Pre Bid Detail(s)**

मूल्य भिन्नता खंड दस्तावेज/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
27-06-2025 16:00:00	THE JUTE CORPORATION OF INDIA LIMITED PATSAN BHAWAN, 4th FLOOR, CF BLOCK, NEW TOWN, KOLKATA - 700156

**Short Term Cab & Taxi Hiring Services - Sedan; Local; 168Kms X 12Hrs ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Vehicle Type	Sedan
Type of car (Please select at least 3 options)	Honda Amaze , Maruti Suzuki Dzire , Maruti Suzuki Tour S
Type of Service	Local
Usage Variant	168Kms x 12Hrs
Year of Vehicle Model	2020
Km Travelled	Upto 1,00,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Hilly + Plain Area
Fuel Type	Any
<b>एडऑन /Addon(s)</b>	

**इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details**

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess	लागू आरसीएम/RCM Applicable	रिवर्स प्रभार के अनुसार जीएसटी/GST as per RCM	रिवर्स प्रभार के अनुसार जीएसटी उपकर 1 /GST Cess 1 as per RCM	वैकल्पिक रिवर्स प्रभार /Optional RCM
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जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess	लागू आरसीएम/RCM Applicable	रिवर्स प्रभार के अनुसार जीएसटी/GST as per RCM	रिवर्स प्रभार के अनुसार जीएसटी उपकर 1 /GST Cess 1 as per RCM	वैकल्पिक रिवर्स प्रभार /Optional RCM
NA	NA	Yes	5%	NA	Yes

#### अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

#### प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Ravi Chaurasia	700156,Patsan Bhavan 3rd & 4th Floor Block - CF, Action Area - 1 New Town	1	<ul style="list-style-type: none"> <li>Duration in Days within contract period for which service is required : 720</li> </ul>

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

##### 1. Generic

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

#### अस्वीकरण/Disclaimer

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.

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

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

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

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

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

---धन्यवाद/Thank You---