

**बिड दस्तावेज़ / Bid Document**

<b>बिड विवरण/Bid Details</b>	
<b>बिड बंद होने की तारीख/समय /Bid End Date/Time</b>	25-05-2026 16:00:00
<b>बिड खुलने की तारीख/समय /Bid Opening Date/Time</b>	25-05-2026 16:30:00
<b>बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)</b>	180 (Days)
<b>मंत्रालय/राज्य का नाम/Ministry/State Name</b>	Ministry Of Textiles
<b>विभाग का नाम/Department Name</b>	Na
<b>संगठन का नाम/Organisation Name</b>	N/a
<b>कार्यालय का नाम/Office Name</b>	The Jute Corporation Of India Limited
<b>वस्तु श्रेणी /Item Category</b>	Monthly Basis Cab & Taxi Hiring Services - Sedan; 2000 km x 250 hours; Local 24*7
<b>अनुबंध अवधि /Contract Period</b>	2 Year(s)
<b>बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)</b>	12 Lakh (s)
<b>उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service</b>	3 Year (s)
<b>इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required</b>	Yes
<b>टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover</b>	Yes   Complete
<b>स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover</b>	No
<b>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (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
<b>क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों 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?</b>	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	10
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
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 / <b>Estimated Bid Value</b>	378520
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>20</b> days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
<b>मूल्यांकन पद्धति/Evaluation Method</b>	Total value wise evaluation
<b>मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required</b>	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).	24

(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 Ltd (3rd &amp; 4th Floor), Patsan Bhawan, CF Block, Action Area - 1, New Town, Kolkata - 700156.

(Ravi Chaurasia)

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

**एमआईआई अनुपालन/MII Compliance**

एमआईआई अनुपालन/MII Compliance	Yes
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**ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details**

**This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.**

1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
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.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

Financial Bid - [1777961120.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

**Geographic Presence in States:**As per bid document

**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::**As per bid document

**Rate Per Hour (Inclusive of GST) for Extra Usage in excess of chosen package**As per bid document

**Scope of Work:**[1777961297.pdf](#)

**Pre Bid Detail(s)**

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
11-05-2026 15:00:00	The Jute Corporation of India Ltd (3rd & 4th Floor), Patsan Bhawan, CF Block, Action Area - 1, New Town, Kolkata - 700156.

**Monthly Basis Cab & Taxi Hiring Services - Sedan; 2000 Km X 250 Hours; Local 24\*7 ( 4 )**

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 Ciaz , Honda City , Hyundai Verna
Usage Variant	2000 km x 250 hours
Type of Service	Local 24*7
Year of Vehicle Model	2024 , 2025
Km Travelled	Upto 50,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Petrol
<b>एडऑन /Addon(s)</b>	

विवरण/ Specification	मूल्य/ Values
Outstation night charges applicable	Yes

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**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
NA	NA	Yes	5%	NA	No

**अतिरिक्त विशिष्ट दस्तावेज़ /Additional Specification Documents**

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

क्र.सं./S.No.	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	4	<ul style="list-style-type: none"> <li>Estimated number of outstation nights per month per vehicle : 60</li> <li>Duration in Months for which service is required : 24</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 (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. 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.
14. 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 catalogues 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. 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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

**This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.**

**However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.**

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 कार्रवाई 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---**



भारतीय पटसन निगम लिमिटेड  
(बस्त्र मंत्रालय के अंतर्गत भारत सरकार की संस्था)

**THE JUTE CORPORATION OF INDIA LIMITED**  
(A Government of India Enterprise)

पंजीकृत और प्रधान कार्यालय: पटसन भवन, तीसरी और चौथी  
मंजजि, एक्शन एरिया I,  
न्यू टाउन, पश्चिम बंगाल- 700156

Patsan Bhavan, 3<sup>rd</sup> & 4<sup>th</sup> floor, Action Area - I, Kolkata-  
700156 Fax: 033-2252-6771, Phone: 033-7027/6952/6770

E-mail: ho.admin@jcimail.in Website:  
www.jutecorp.in

**C.I.N.: U17232WB1971GOI027958**

**INVITATION OF BIDS FOR HIRING CAR ON MONTHLY RENTAL BASIS AT**

**HEAD OFFICE-KOLKATA, WEST BENGAL**

**JCI/HO/Admin/Car/2026-27/01**

1.	Scope of work	Scope of work – Monthly Car Rental Basis
2.	Location of work	The Jute Corporation of India Ltd (3 <sup>rd</sup> & 4 <sup>th</sup> Floor), Patsan Bhawan, CF Block, Action Area – 1, New Town, Kolkata – 700156.
3.	Requirement	2 No. Premium Sedan Cars - AC 2 No. Sedan Cars – AC
4.	Tender Starting Date	Dt. 05-May-2026
5.	Pre Bid Meeting Date	Dt. 11-May-2026 at 03:00 pm at The Jute Corporation of India Ltd (3 <sup>rd</sup> & 4 <sup>th</sup> Floor), Patsan Bhawan, CF Block, Action Area – 1, New Town, Kolkata – 700156.
6.	Last date/ time for receipt of tender	Dt. 04.00 Hrs on dt. 25-May-2026
7.	Date/ time of opening of Technical bid	Dt. 04.30 Hrs on dt. 25-May-2026 Change in opening date, if any, will be intimated later.
8.	Contact person details	Mr. Ravi Chaurasia, Manager-HR email id – <a href="mailto:rc2826@jcimail.in">rc2826@jcimail.in</a> M - 9212102555 Vendors may visit the Office premises to understand the details of scope of work.

**The Jute Corporation of India Ltd (3rd & 4th Floor),  
Patsan Bhawan, CF Block, Action Area – 1, New Town, Kolkata – 700156.**

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Bids are invited from car rental agencies on monthly rental basis for 2 nos. Sedan cars or equivalent (**Office Cars**) and 2 no. Premium Sedan cars (AC) or equivalent (**Dedicated Cars**) for **The Jute Corporation of India Ltd (3rd & 4th Floor, Patsan Bhawan, CF Block, Action Area – 1, New Town, Kolkata – 700156.**

**Scope of work:**

To provide car on monthly rental basis and movement as per direction from THE JUTE CORPORATION OF INDIA LIMITED.

**Eligibility Criteria:**

1. The Registered Office of the Agency/ Any local Office should be located in Kolkata. Necessary documents/certificates in support of the registered Office/Local Office should be provided duly signed & stamped.
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 firm should also be enclosed.
3. The Agency must have a minimum of three 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 100 crores. Copies of contracts/ work orders/ documentary evidence of successful execution/ completion in support of Past Experience of Similar Services to be provided along with the documents, considering 2022-23, 2023-24 & 2024-25 (**Pre-qualification criteria**).
4. The Agency should have an average minimum annual turnover of **Rs.12.00 lakhs** during last 3 financial years ending 2024-25. A copy of turn over statement duly certified by the C.A to be uploaded.
5. Audited annual accounts along with ITR for the 3 financial years i.e 2022-2023, 2023-2024 & 2024-2025 to be uploaded.
6. The Agency should have its own Bank Account. Documentary evidence to be uploaded.
7. The agency should have network in Kolkata (West Bengal) for providing car services.
8. The Agency should be having valid PAN, GST and if MSME, SC/ST, Women Entrepreneurs, certificate to be enclosed. Name, address and contact details of the clients where the service is being rendered to be provided in bidders' letterhead.
9. Any act on the part of the Bidder to influence anybody in JCI is liable for ejection of the Bid. This may lead to black listing to bidder.
10. Documents not confirming to the requirement will be rejected and no correspondence thereof shall be entertained whatsoever.

11. The bidder should not have been blacklisted by The Jute Corporation of India Ltd or by any other Company / Contract has not been terminated by JCI or by any other company. A declaration to be provided regarding the matter in bidder's letter head duly stamped and signed.
12. Past Experience of Similar Services and Qualifying Criteria (proof of documents also required to be uploaded)

The Bidder must have successfully executed/ completed/under execution on extension basis and ongoing 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 financial years ending 2024 -2025 to any Central/ State Govt. Organization and its undertakings/ PSU/ Private Companies of repute with annual turnover not less than minimum 100 cores.

### **GENERAL TERMS AND CONDITIONS**

1. The Agency shall provide only well maintained Cars, properly cleaned inside and outside and in good hygiene condition. The seat should be comfortable, shall always be covered with neat and good quality seat covers with white towels, also to be always equipped with 01 number of Sanitizer bottle, Air Freshener, Tissue Box etc. The Cars should not be dented/ damaged. No payment shall be made if the vehicle is found in dirty or shabby condition. The cars other than Office cars should be equipped with Water bottles (Kindly/Bisleri 250ml) along with 01 Newspaper (Hindi/English/Bengali) as per intimation received from Organization. In case vendor fails to provide the same, the above mentioned items shall be provided by JCIL & amount shall be deducted from monthly car bill.
2. The Cars should be having Commercial Vehicle registration number with up-to-date Road Tax Certificate of Fitness (CF), Pollution Certificate, be insured and must comply with pollution control norms applicable and as amended from time to time by the Central/ State Govt. authorities.
3. 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.
4. Each Car shall have Commercial registration number along with the Insurance coverage as per the compliance of Motor Vehicle Act.
5. Each driver employed by the firm must have a Smart Phone with Internet facility & driver should be well-versed with the usage of Google Maps and phone should always be switched on and must be conversant with the local language (Bengali, Hindi & English). The driver should be proper presentable in uniform with Formal shoes.
6. The firm should have an adequate number of telephones for contact round the clock and these may be conveyed to this office.
7. Rates once finalized will be fixed at least for a period of two year and will not be changed in case of upward/downward change in rates in fuel prices.
8. Any overtime arising due to breakdown of vehicle supplied by Agency shall be on his account and shall not be charged. In case of Breakdown, the agency will be responsible to provide replacement Vehicle.
9. 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/Alcohol.
  - iii. Should be conversant with the routes of all Government offices/buildings and important roads within Kolkata and around Kolkata (West Bengal).
  - 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 in duty slip and get the same authenticated by the user officer/staff.
10. No additional terms & conditions over and above the conditions stipulated above shall be entertained by Corporation.
11. Actual parking charges / Toll charges will be payable along with the monthly bills, only upon submission of the parking bills / toll receipts etc. which is duly certified by the vendor (stamped & signature).
12. If the contactor 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 contact period or at any time repudiates the contract, the Corporation will have the right to delist the empanelment of the car hiring proposals and forfeit the performance security.
13. If additional cars required on monthly rental basis, the selected bidder will be responsible to provide cars as per same package rate of the said models within the contract period.

**Arbitration:-**

Any dispute, differences, or controversy of whatever nature between the parties whatsoever arising out of or in relation to this agreement, the dispute shall in the first instance be attempted to be resolved amicably through mutual discussions/negotiations between both parties.

(i) All questions relating to disputes and/or differences arising out of or in connection with this agreement or in relating to construction, meaning, scope, performance, operation or effect of this agreement or the validity or the breach thereof, which is not resolved amicably within 30 days, such matter or matters shall be referred for Arbitration. The Arbitrator (other than the employee of the parties hereto) shall be a Sole Arbitrator to be mutually appointed by both parties within a period of 15 days, failing which the sole Arbitrator shall be appointed as per the provisions of Arbitration and Conciliation Act 1996 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.

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

**Terms of Payment:**

1. No payment should be made without verifying the duty slips of the driver which has been signed by the user officer / staff of the Corporation. The payment of bill will be subject to the submission of this record, authenticated by the officer using the vehicle.
2. The Corporation shall be at liberty to withhold any of the payments in full or in part subject to any non-compliance.
3. Duly signed bills shall be submitted along with the duty slips of car's usage signed by the officer who used the vehicle. In absence of the user the duty slip of that day needs to be submitted at Administration department for sign off purpose before closing of business hours.
4. If on any occasion it is found that the driver of any vehicles has made wrong entries in the duty slips relating to time and kilometer 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.
5. Meter reading will be on Garage In – Garage Out basis. Garage out and Garage in should

be shown 10 km each on either side and time allowed will be maximum of 30 minutes on either side.

6. Payment to be made within 20 days from the date of receipt of invoice/e-invoice along with all supporting documents. Payment shall be released after deduction of applicable IT-TDS, GST and other statutory deductions and the invoice should also be uploaded in GeM portal. Payment will be released in line with GST RCM clause under Section 9(3) of the GST Act.
7. The PF, ESI challans (if any) along with proof of salary/wages paid to the drivers needs to be enclosed. If anybody is not willing to be enrolled under PF, valid declaration to be enclosed with the bill.
8. Declaration to be provided by the bidder in his letterhead for non-raising of e-invoice as per GST act.

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

**Non-Compliance Clause:** The clause will be applicable as per contract generated in GeM Portal, if not it will be provided as additional terms and conditions.

#### **Condition in case of dispute**

1. In case of any dispute arising out of this contract /award of work between the Corporation and the agency, the decision of the Jute Corporation will be final and binding upon the agency.
2. In case the firm awarded contract fails 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.
3. 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.
4. 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.
5. The empanelment or subsequent contract does not assure any minimum business guaranty to the bidder firm.

#### **Period of Contract**

1. The contract will be valid for two years initially from the date of award and can be extended as per provision in GeM portal, on same terms & conditions, if agreed by both the parties.
2. No request of hike in approved rates for supply of cars will be entertained.

**Location of Garage:** - The location of garages as on date for the deployed cars will be preferred as per the

locations mentioned below. The same may change subject to the relocation of User/Office:-

- A. Garage location preferably in the area of Kamarhati /Dunlop / Sealdah area.
- B. Garage location preferably in the area of Newtown/Saltlake Area/Park Circus/Exide area/Ruby.
- C. Garage location preferably in the area of Jadavpur/Tollygunge/Rashbehari area.

**Foreclosure of the Contract :-** JCI shall have the right to foreclose the contract at any time during the tenure of the contract without assigning any reasons whatsoever by giving notice of at least (30) thirty days to the bidder of its intention to do so, without any claim of damages by the bidder. The bidder may also foreclose the contract giving at least (02) two months advance notice to JCI without assigning any reasons.

**Damages Clause :-**

1. In Case the vehicle does not report at appointed place and time and failed duty as & when, Liquidated Damages at the rate of 0.5 % of total contract value will be charged per week of delay upto maximum of 10% of total contract value.
2. The Corporation reserves the right to get the Milo meter system checked at any time as surprise check. If Milo meter system is found tampered a minimum of Rs 10,000 (Rupees ten thousand only) will be imposed on the successful bidder and the same shall be deducted from the bill/security deposit money. Decision of the officer in charge in this regard shall be final. In addition, the officer in charge reserves the right to terminate the contract or impose both.
3. In case the seat covers are not kept clean or dent from the vehicles is not repaired immediately, an amount of Rs 500/- per day till the job is completed may be imposed on the successful bidder, which shall be adjusted against the running bill/security deposit as the case may be. A penalty of Rs 50/- per day will be imposed if the driver fails to dressed properly, not wearing proper shoes, and is not up to the mark.
4. Misbehavior of the drivers will be viewed very seriously and the Corporation reserves the right to order the change the drivers immediately or impose damages as it may deem fit in such cases. It will be recoverable from the successful bidder bill/ security deposit. Violation of any clause shall attract penalty. Whether it shall effect the payment or not will be solely at the discretion of the Corporation in following cases:
  - a) Delay in replacement of Vehicles in case of breakdown.
  - b) Downgrading the class of vehicle and booking without permission.
5. If driver is not present near the Car or takes the Car for meals etc without informing, the loss/theft from the car on account of driver's negligence shall be recovered from the successful bidder's bill/security deposit.
6. In case to the firm contract is awarded failed to supply the requisite number of vehicles this office reserves the right to hire the cars from other car vendor. The complete charges of the said car will be charged from the firm to whom contract was awarded.
7. In case if firm/driver denies to report for duty car at any particular time/day, in that particular moment, JCI reserves the right to book car from another vendor to perform that particular duty and charge whole amount form billing of firm to whom contract is awarded.
8. The firm shall ensure that all cars are always filled with fuel/gas at the time of reporting at

office/reporting location. In case firm/driver denies to report for duty car at any particular time/day due to reason of non- availability of fuel/gas, JCI reserves the right to book car from another vendor to perform that particular duty and charge whole amount form billing of firm to whom contract is awarded.

### **Special Terms & Conditions of the Contract –**

1. The selected bidders are required to provide Swift Dezire Cars or equivalent in sedan category not older than (03) three years maximum from the date of award of contract. (requisite papers/documents to be submitted before deploying of car), the said cars will be used as **Office cars**.
2. The selected bidders are required to provide premium sedan category not older than (03) three years maximum from the date of award of contract, (requisite papers/documents to be provided before deploying of car). The said car will be **Dedicated cars** for the users & will not be limited to Official usage, the same may be used other than Official usage/after Office hours 24/7 as per requirement of the user. Also, it will be the responsibility of the agency to give 1 weekly off to the regular driver & arrange an alternate driver for the off day.
3. The final number of cars to be deployed will be as per the instruction of the officials of The Jute Corporation of India Limited which may increase or decrease.
4. An amount to the extent of 3% of the estimated cost or order placed value whichever is higher to be submitted by the successful bidder in the form of NEFT/RTGS 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. The bank details of the Corporation is mentioned below :-  
  
Bank Name – Punjab National Bank  
Account Holder Name – The Jute Corporation Of India  
Limited Account No. –0093000100297535  
IFCS Code – PUNB0009300
5. Apart from the work order / contract generated from **“GeM”** portal additional terms and conditions will also be placed from Corporation’s end.
6. The monthly tax invoices to be uploaded in GeM Portal separately.

**Kindly Note: - All the bidders should upload the bid document sealed, signed on all pages as an acknowledgement of acceptance.**

### **INSTRUCTIONS TO BIDDER**

1. The bidders are requested to follow and abide by the document and upload the documents accordingly, as per details as mentioned at **Annexure 1**.
2. The bidders are instructed to quote price as per price bid format enclosed and attached as **Annexure 2**.

**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 and any local Office should be located in Kolkata. Necessary documents/certificates in support of the registered Office and Local Office should be provided with 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 enclosed.	
3	The Agency must have a minimum of three years' experience in providing the said service to any Central/ State Govt. Organization and its undertakings/ PSU. Copies of contracts/ work orders/ documentary evidence of successful execution/ completion in support of Past Experience of Similar Services to be provided along with the documents, considering 2022-23, 2023-2024 & 2024-25 ( <b>Pre-qualification criteria</b> )	
4	The Agency should have an average minimum annual turnover of <b>Rs.12.00 lakhs</b> during last 3 financial years ending 2024-25. A copy of turn over statement duly certified by the C.A to be uploaded.	
5	Audited annual accounts along with ITR for the (03) three financial years i.e 2022-23, 2023-24 & 2024-25 to be uploaded.	
6	The Agency should have its own Bank Account. Documentary evidence to be enclosed.	
7	The agency should have Kolkata & nearby locations network for providing car services.	
8	The agency should be able to provide 24x7 services.	
9	The Agency should be having valid PAN, GST (copy to be enclosed) and if MSME (into same field), SC/ST, Women Entrepreneurs certificate to be enclosed.	
10	PF, ESI and all other statutory compliances as applicable shall be compulsorily to be met by the vendor company. PF & ESIC registration of the vendor to be enclosed.	
11	The Bidder must have successfully executed/ completed/under execution on extension basis and ongoing 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 financial years ending 2024 -2025 to any Central/ State Govt. Organization and its undertakings/ PSU/ Private Companies of repute with annual turnover not less than minimum 100 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.	
12	Contact number to be provided for 24X7 services and Name, address and contact details of the clients where the service is being rendered to be provided.	
13	The bidders have not been blacklisted by The Jute Corporation of India Ltd or by any other Company/Contract has not been terminated by JCI or by any other company. A declaration to be provided regarding the matter in bidder's letter head.	

**Financial Bid**  
(To be duly Filled by the Bidder)

The package rates to be quoted considering the following monthly usage variant.

- A. For Sedan Equivalent Category Cars :- For 24/7, 2000 Km X 250 Hrs
- B. For Premium Sedan Car :- For 24/7, 2000 Km X 250 Hrs
- C. For Night Charges when car released/utilized after or 11:00 p.m. to 06:00 a.m. on any particular day – Rs. XXX /- per night.
- D. Charging for extra km (monthly), if any – Rs.XX/- per km.
- E. Charging for extra Hrs (monthly), if any – Rs.XX/- per hr.

Sr. No	Name of Vehicles	Quantity	Unit Price Monthly Base Fare (Per Package Inclusive of GST)	Duration n Months	Total Amount
A	B	C	D	E	F = (D X E)
1.	Sedan Cars (AC)	2 nos.			
2.	Premium Sedan Cars (AC)	2 nos.			

**Note:** - The lowest bidder needs to submit the bifurcation of package rates as per car model in bidder's letterhead with GST rate (to be clearly mentioned) as applicable and Excess Kms and hours, if any needs to be billed by L1 bidder in quarterly basis & the same needs to be submitted with supporting documents. If excess KMs & hours are not claimed with the particular time, then the same will be considered **as no claim** and will not be paid in the next claim.

**Illustration For Financial Bid :-**

- A. For Sedan Cars :-  
No of Cars required = 2 nos  
Package Amount Including GST (hypothetical) = Rs.20000/- per car  
Duration in Months = 24  
Total Amount = Rs. (2 X 20000 X 24) = Rs. 9, 60,000/-
- B. For Premium Sedan Cars :-  
No of Cars required = 2 nos  
Package Amount Including GST (hypothetical) =  
Rs.58,860/- Duration in Months = 24  
Total Amount = Rs. (2 X 58,860 X 24) = Rs.28, 25, 280/-  
Total Amount to be quoted (A+B) = Rs. 37,85,20/-

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

The Corporation reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to the award of contract, without thereby incurring any liability to the Bidders or assigning any reason thereof. Further, conditional bids shall be rejected out rightly.

**SECURITY DEPOSIT:**

The successful bidder shall furnish the Security Deposit of Rs. \_\_\_\_\_/- (Rupees ) to be paid through NEFT within 07 days of award of contract. The Security Deposit will not carry any interest amount.

Failure of the successful bidder to submit the Security Deposit of \_\_\_\_\_/- (Rupees only) on signing the Contract shall constitute sufficient grounds for the annulment of the award, forfeiture of the EMD and blacklisting of such bidders from all future tenders of the Corporation.

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

**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 30 days of written communication for acceptance of lowest rates. The stamp duty shall be borne and paid by the Service Provider. The empanelment shall be initially for a period of two year i.e., from \_\_\_\_\_ 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.

**STATUTORY COMPLIANCES:**

- (a) 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, Workman's 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, and/or any other rules/regulations and/or statutes that may be applicable to them and as amended from time to time. The Corporation reserves the right to call for proof of such compliance whenever deemed necessary and the Bidder shall abide by the same. The Bidder shall be solely responsible for violation of any provisions of the above mentioned legislative enactments or any other statutory provisions and shall further keep the Corporation indemnified from all 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 fulfill 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.

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".

**VERBAL OR WRITTEN UNDERTAKING NOT BINDING UNLESS FORMALIZED:**

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

**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.

**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.

**ENGAGEMENT OF SUB-SERVICE PROVIDERS:**

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

**FORCE MAJEURE:**

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

**INDEMNITY:**

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

**NOTICE:**

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

**TERMINATION & MODIFICATION:**

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

- i. If the Service Provider breaches any of the terms and conditions of the contract.
- ii. If the Service Provider fails to render any or all the services within the time period(s) specified in the contract or any extension thereof granted by Corporation in writing.
- iii. If the Service Provider, in either of the above circumstances, does not remedy its failure within a period of 15(fifteen) days after receipt of the default notice from Corporation.
- iv. If the Service Provider in the judgment of Corporation has engaged in corrupt or fraudulent practices in completing or in executing the contract. In the event, Corporation terminate the contract in whole or in part, the Corporation may get such services done, upon such terms and in such manner as it deems appropriate and the Service Provider shall be liable to Corporation for any risk and costs for such similar services.
- v. The Corporation may terminate this agreement even in absence of any breach with 30 days notice to the other side.
- vi. The terms and conditions of this agreement may be modified with mutual consent of both the parties as and when required.

**TIME IS OF THE ESSENCE:**

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

**DISPUTE RESOLUTION & GOVERNING LAWS:**

Any dispute, differences or controversy of whatsoever nature between the parties arising out of or in relation to this EOI/ agreement, the dispute shall in the first instance be attempted to be resolved amicably through discussions/negotiations between the parties.

Further, all questions, disputes and/or differences arising under or in connection with this agreement or in touching or relating to construction, meaning, scope, performance, operation or effect of this EOI/ agreement or the validity or the breach thereof, which is not resolved amicably within 15 days, such matter or matters shall be referred for Arbitration. The Arbitrator (other than the employee of the parties hereto) shall be a Sole Arbitrator to be mutually appointed by both parties within a period of 15 days, failing which the sole Arbitrator shall be appointed as per the provisions of the Arbitration and Conciliation Act 1996 as amended and the decision/ award of the Sole Arbitrator shall be final and binding upon the parties hereto. The language of the arbitration shall be English and the seat of the arbitration shall be at Kolkata.

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

This Agreement 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 agreement.

**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.

**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.

**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.

**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.

**INTEGRITY PACT TO BE DULY SIGNED BY THE BIDDER AND UPLOADED**

**INTEGRITY PACT**

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. 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 pre contract 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 the 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.

(4) JCI will be entitled to take all or any of the actions mentioned at para1 (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.

(5) 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) Capt. Anoop Kumar Sharma  
E-mail: [anoop21860@gmail.com](mailto:anoop21860@gmail.com)

(ii) Vice Admiral Ashok V Subhedar (Retd.)  
E-mail: [subhedarashok@gmail.com](mailto:subhedarashok@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 sub-contractor(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 intentions.

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

2. ....  
(Signature, name and address)

Place:

Dated: