1. For and on behalf of the Food Corporation of India, e-tender Bid System in the prescribed Tender Document are invited online at Central Public Procurement Portal (CPPP) (URL: https://eprocure.gov.in/eprocure/app) for hiring of car on regular basis from the eligible Tenderers meeting the conditions as stipulated in this Tender Document for a period of Two years, which is extendable on mutual consent of both tenderer and party to further periods not exceeding Twelve Months on the same terms & conditions.

2. The Tender document can be downloaded at CPP Portal (https://eprocure.gov.in/eprocure/app). Besides, Tender document can also be seen at FCI website (www.fciweb.nic.in). Prospective tenderers who have not enrolled/registered with aforesaid portal shall have to enroll/register themselves before participating through the website https://eprocure.gov.in/eprocure/app. The portal enrollment is free of cost. Tenderers are advised to go through instructions provided at Annexure-A regarding ‘Instructions for online Bid Submission’

3. The Tenderers shall deposit Tender Cost Rs.590.00 and Earnest Money Rs. 20,000.00 (Rupees Ten Thousand) only Deposit as specified in the Tender Document. Tenders not accompanied by prescribed Earnest Money and Tender Cost will not be accepted unless otherwise specifically exempted as per the policy of Government of India issued from time to time.

4. The last date and time for submission of the online Bids at CPP Portal (https://eprocure.gov.in/eprocure/app) is 07.09.2020 upto 3.00 P.M. Technical Bids will be opened online at 3.00 P.M. on dated 08.09.2020

5. Neither FCI nor NIC shall be responsible for non-accessibility of e-Procurement portal due to technical glitches or internet connectivity issues at Tenderers end.

6. The Tenderers can contact 24*7 Helpline No 0120-4200462, 4001002, 4001005, 6277787 with regard to technical issues relating to functioning of e-procurement platform.

7. FCI reserves the right to accept or reject any or all tenders without assigning any reason/notice what so ever and is not bound to accept the lowest tender. FCI also reserves the right to scrap the tender enquiry at any stage without assigning any reason and FCI will not be liable for any costs and consequences incurred by the intending tenderer.

DIVISIONAL Manager (Azamgarh)
OFFER LETTER FROM THE TENDERER

From,

Full Name of Tenderer---------

Address ---------------

Phone No---------------------

Email-Id   -------------------------

Website-----------------

To,

The DIVISIONAL Manager,

FOOD CORPORATION OF INDIA,

DIVISIONAL OFFICE, AZAMGARH (UP REAGION) PIN-276001

Dear Sir,

1. With reference to your e-Tender Enquiry No.........................., having examined and understood the instructions and all the terms and conditions forming part of the tender, I/we submit the e-tender under Bid system for hiring of New Car to FCI.

2. I/We have thoroughly examined and understood all the terms & conditions as contained in the complete set of Tender document, duly signed and enclosed and I/We agree to abide by them. We further confirm that the offer is in conformity with the terms and conditions as mentioned in the Tender document. I/We also understand that the FCI is not bound to accept the offer either in part or in full and that the FCI has right to reject the offer in full or in part without assigning any reasons whatsoever.

3. I/We agree to keep the offer open for acceptance up to and inclusive of 90 days from the date of Bid opening and to the extension of the said date by another 45 days in case it is so decided by FCI. There after this period may be further be extended by the parties on mutual consent. I/We shall be bound by communication of acceptance of the offer dispatched by FCI within the time stipulated in the Tender. I/we also agree that if the date up to which the offer would remain open is declared a holiday for FCI, the offer will remain open for acceptance till the next working day.

4. I/We hereby enclose Electronic Clearing System (RTGS/NEFT Ref No dated for Rs............./- (Rupees.......................................................... only) towards Earnest Money and Tender Cost. In the event of my/our tender being accepted, I/We agree to furnish Security Deposit
as stipulated in the tender and put in place the necessary services within seven working days of acceptance of the Tender.

5. I/We do hereby declare that the entries made in the Tender are true and also that I/We shall be bound by the acts of my/our duly constituted Attorney.

6. I/We do hereby declare that I/we have not been blacklisted or otherwise debarred by FCI or Central/State Govt. or any Central/State PSU/Statutory Corporations for any failure to comply with the terms and conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions. (*) OR I/We hereby declare that we have been blacklisted/debarred by (here give the name of the Department/Agency) for a period of , which period has expired on . (Full details of the reasons for blacklisting/debarring, and the communication in this regard, should be given) (*) (*) (Strike out whatever is not applicable)

7. I/We hereby declare that the contract entered into by the Tenderer with FCI or central/state Govt. or any central/State PSU/Statutory Corporations has not been terminated before the expiry of the contract period for breach of any terms and conditions at any point of time during the preceding five years.

8. I/We hereby declare that the Earnest Money Deposit and/or Security Deposit of the Tenderer has not been forfeited or adjusted against any damages/compensation payable, in the case of any Contract entered into by the Tenderer with FCI or Central/State Govt. or any Central/State PSU/Statutory Corporations, during the preceding five years.

9. I/We hereby declare that the Tenderer, its proprietor/any of its partners/ Directors/ Members of its Governing body has not been, at any time, convicted by any court for any offence and sentenced to imprisonment for a period of three years or more for an Offence involving moral turpitude.

10. I/We hereby declare that I/We have not incorporated any condition(s) in the Tender and we have not made any deviation(s), modifications or changes to the prescribed Tender document.

11. I/We certify that all information furnished by the Tenderer is true & correct and in the event that the information is found to be incorrect/untrue, the FCI shall have the right to disqualify the Tenderer without giving any notice or reason thereof and/or summarily terminate the contract and/or blacklist the Tenderer for a minimum period of five years without prejudice to any other rights that the FCI may have under the Contract and Law.

(Name, signature & seal of the Authorized signatory of the Tenderer)
1. Introduction

Food Corporation of India (FCI) is one of the premier organizations of the Government of India setup under the Food Corporations Act, 1964 in order to fulfill the following objectives: Effective price support operations to safeguard the interest of the Farmers; Storage, Preservation and Supply of food grains throughout the country for Public Distribution System and other Government of India Schemes; and maintaining a satisfactory level of operational and buffer stocks of food grains to ensure National Food Security.

2. Scope of Work

(i) 1 (ONE) number of sedan category vehicle required on regular basis for FCI DO AZAMGARH along with driver for local/outstation journeys related to FCI work in well & Good condition. (ii) Vehicles on daily basis as and when required for local/outstation journeys related to FCI work. The offered vehicles should be in good running condition. No definite volume and quantum of work can be guaranteed during the currency of the contract.

3. Category

Category wise New car details are mentioned below:

<table>
<thead>
<tr>
<th>Category</th>
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<tr>
<td>Sedan</td>
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<tr>
<td>Amaze/Etios/Dzire/Sail/Zest/Xcent/Ciaz etc.</td>
</tr>
</tbody>
</table>

4. CRITICAL DATES:

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender Publish Date / time</td>
<td>29.08.2020</td>
<td>03:00 pm</td>
</tr>
<tr>
<td>Documents Download start date/time</td>
<td>29.08.2020</td>
<td>03:00 pm</td>
</tr>
<tr>
<td>Documents Download end date/time</td>
<td>07.09.2020</td>
<td>03:00 pm</td>
</tr>
<tr>
<td>Bid submission start date/time</td>
<td>29.08.2020</td>
<td>03:00 pm</td>
</tr>
<tr>
<td>Bid submission end date/time</td>
<td>07.09.2020</td>
<td>03:00 pm</td>
</tr>
<tr>
<td>Bid opening Date/ time</td>
<td>08.09.2020</td>
<td>03:00 pm</td>
</tr>
</tbody>
</table>

Place of opening of Tenders Food Corporation of India,

Manger (HK), 8765567227, azamgup.fci@gov.in

Validity of Tender 90 Days
5. Signing of Tenders

The authorized signatory of the Tenderer shall possess Digital Signature Certificate (DSC) for submission of tender documents and MTF. The DSC holder/authorized signatory signing the tender shall state in what capacity he is/ they are, signing the tender, e.g., as sole proprietor of the firm, or as a Secretary/Manager/Director etc., of a Limited Company. In case of a Registered Partnership firm, the names of all partners shall be disclosed and the tender shall be signed by all the partners or by their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. The original or an attested copy, of the registered partnership deed along with duly executed Power of Attorney on a non-judicial stamp paper of appropriate value attested by a Notary (if applicable) shall be scanned and uploaded along with the tender. In case of limited company, the names of all the Directors shall be mentioned, and a copy of the Resolution passed by the Company authorizing the person signing the tender to do so on behalf of the company shall be scanned and uploaded along with a copy of the Memorandum and Articles of Association of the Company. The Digital Signature Certificate (DSC) holder signing the tender, or any documents forming part of the tender, on behalf of another, or on behalf of a firm shall be responsible to submit a proper Power of Attorney duly executed on a non-judicial stamp paper of appropriate value attested by a Notary in favour, stating that he has authority to bind such other person, or the firm, as the case may be, in all matters, pertaining to the Contract. If the Digital Signature Certificate (DSC) holder so signing the tender fails to upload the said Power of Attorney his tender shall be summarily rejected without prejudice to any other right of the Corporation under the law. The Power of Attorney should be signed by all the partners in the case of a partnership concern, by the proprietor in the case of proprietary concern, and by the person who by his signature can bind the company in the case of a limited company. The Power of Attorney duly signed should be scanned & uploaded.

6. Period of contract

The period of contract shall be for 2(two) years which is extendable with mutual consent for a further period one year in two span i.e. 6 months each on the same terms and condition.

7. Earnest Money Deposit & Tender Cost

The Tenderer shall submit together Earnest Money Deposit (EMD) of Rs. 20,000/- (Rupees TenThousand only) and Tender Cost of Rs. 590/- which must be submitted electronically through NEFT/RTGS/other electronic means to the FCI Bank Account in favour Food Corporation of India, State Bank of India, SBI Azamgarh, A/C No. 10955152170, IFSC code SBIN0000014, Branch Code: 000014. The Tenderer has to indicate transaction no. (UTR No.) of such payments in the Tender and scan and upload the copy of the same with the Technical Bid. Non-submission of EMD & Tender Fee will lead to rejection of the Tender. The EMD of unsuccessful Tenderers shall be returned to them at the earliest and shall carry no interest. EMD in case of successful Tenderer shall be automatically converted towards Security Deposit. In case the Tenderer resiles, or modifies their offer after submitting the Tender, for any reason whatsoever during the Tender process, or any of the information furnished by them is found to be incorrect or false, the Earnest Money deposited by them is liable to be forfeited, without prejudice to any other rights and remedies of FCI under
the Contract and Law and the Tenderer will also be debarred from participating in any other Tender Enquiry with FCI for a period of five years.

8. Disqualifications

Tenderers who have been blacklisted or otherwise debarred by FCI or Central/State Govt. or any Central/ State PSU /Statutory Corporations for any failure to comply with the terms and conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions. The contract entered into by the Tenderer with FCI or central/state Govt. or any central/ State PSU /Statutory Corporations has been terminated before the expiry of the contract period for breach of any terms and conditions at any point of time during the preceding five years. The Earnest Money Deposit and/or Security Deposit of the Tenderer has not been forfeited or adjusted against any damages/compensation payable, in the case of any Contract entered into by the Tenderer with FCI or central/state Govt. or any central/ State PSU /Statutory Corporations, during the preceding five years. The Tenderer, its proprietor(any of its partners/ Directors/ Members of its Governing body has not been, at any time, convicted by any court for any offence and sentenced to imprisonment for a period of three years or more for an Offence involving moral turpitude.

9. Validity period of Tender

Tenders shall remain valid for acceptance up to 90 days from the date of opening of Tender. However, the Tender validity period can be extended by another 45 days at the sole discretion of FCI which shall be binding on Service Provider. There after this period may be further be extended by the parties on mutual consent. Offers of any Tenderer not kept open for the prescribed period shall be summarily rejected and their EMD shall be forfeited.

10. Submission of Bids

Tenders to be submitted online in one part, viz., Technical bid and Price bid. Tenderer must submit their Bids well within the stipulated date & time and no opportunity shall be given to Tenderer to withdraw any offer at any stage after submission of the Bids. A Tenderer can submit only one proposal. If a Tenderer submits more than one proposal, all such proposals shall be rejected summarily. The Tenderer shall not incorporate any condition in the Bids as conditional Bids/ Bids which are not submitted strictly in accordance with the Bid terms shall be rejected. The prescribed Tender Document in Part-A with all supporting documents, Annexures duly signed on each page by the authorized signatory of the Tenderer with all supporting documents has to be scanned and uploaded to the e-procurement portal. The offered rates should be filled in the price bid format (Part-B) and required to be uploaded separately. The Rates shall be made in Indian currency in both Figures and Words. The rates shall be inclusive of all applicable taxes, levies and duties, excluding GST. As a condition precedent for issuing the acceptance letter, the successful Tenderer shall submit the hard copy of Tender document duly signed by the Authorized Signatory with self-attested copies of the supporting documents uploaded along with the Technical Bid within 7 days from the date of communication of FCI advising the tenderer to furnish the same failing which his
Offer is liable to be rejected and the EMD will be forfeited. While preparing the Technical and Price Bid, Tenderer is expected to provide correct and relevant information. If at any stage it is found that the information/ documents supplied by the Tenderer is incorrect/forged, FCI reserves the right to initiate appropriate legal proceedings including Termination of the contract & forfeiture of EMD / Security deposit. The Technical Bid shall include the following: A. Scanned copy the entire Tender document consisting of Part – A Technical Bid in the prescribed format along with all is Annexures and all supporting documents, duly signed, on each page by the authorized signatory of the Tenderer. B. Scanned copy of instruments/ UTR No. showing evidencing payment of EMD, Tender Cost etc. C. Self-attested Scanned copies of Authority of Authorized Signatory/ Power of Attorney/ Partnership deed/ Memorandum of Association/ Articles of Association/ Authority of BOD of a Company, Experience certificates, Profit & loss account, PAN Card & GST Tax Registration No /Certificate etc. as the case may be and as stipulated in the Tender document.

Tenders which do not comply with these instructions shall be summarily rejected.

Service providers are requested to read the instructions contained therein carefully & meticulously for submission of tenders through e-procure portal.

Any attempt by Tenderer to change the format of any appendix of tender document while uploading or any attempt to tinker with the software of the portal will render his bid document liable for cancellation and his subsequent blacklisting.

11. Modification and Withdrawal of Tenders

No modification and withdrawal will be allowed after submission of bids. In case of withdrawal, EMD shall be forfeited.

12. Clarification and verification of Offers

To assist in the scrutiny, evaluation and comparison of offers, FCI may, at its discretion, seek from any or all Tenderers clarification(s) in respect of any particulars furnished in their offer. The request for such clarifications and the response will be in writing. FCI reserves the right to ignore any minor omissions in the Tenders submitted by the Tenders such as missing signature on a page by the Authorized Signatory etc. FCI reserves the right to verify any or all statements made by the Tenderer in the tender document, if need be by referring to the third parties and to inspect the Tenderers facilities.

13. Amendments

All corrigenda, addenda, amendments, time extension, clarification etc to the tenderer will be hosted on the websites and e-procure portal only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep themselves updated.


The Technical Bids will be opened online in FCI DO AZAMGARH as per schedule indicated in the Tender and evaluated as per the Tender terms & Conditions and Instructions. Price Bids of only
technically qualified Tenderer (s) will be opened online at the time and place for which separate Notice will be given to the technically qualified service providers The Tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid and price bid with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end. The Evaluation Committee will determine the lowest Price Bid (L-1).

15. No Negotiation

FCI shall not enter into any negotiation even with any Tenderer, including Tenderer who has quoted L1 rates.

16. Award of Contract

The contract will be awarded to the Lowest (L 1) successful Tenderer by way of issuance of acceptance letter by FCI by post/e-mail/hand delivery under acknowledgment and the Tenderer shall immediately act upon such acceptance letter. Acceptance conveyed by the FCI will constitute the contract between the Tenderer and the FCI. This Contract shall come into effect from the date of issue of acceptance conveyed by the Corporation or such later date as may be specified in the acceptance letter. FCI may award the contract to more than one tenderers or for different type of vehicle to different tenderers.

17. Security Deposit

The successful tenderer shall deposit an amount of-

(A)Rs. 50,000/- (Rupees Fifty Thousand only) for experienced Tenderer

(B)Rs. 1,00,000/- (Rupees One Lakh only) for Tenderer with no experience.

EMD in case of successful Tenderer shall be automatically converted towards Security Deposit. The balance security deposit shall be furnished to the FCI DO AZAMGARH within seven days from the date of issue of Acceptance letter awarding the contract. Any amount of SD must be submitted by the tenderer electronically through NEFT/ RTGS/ any electronic mode. If the successful Tenderer having been called upon by the FCI to furnish the stipulated Security Deposit fails to do so within the specified period, his EMD is liable to be forfeited and it shall be lawful for the FCI to cancel the contract at the risk & cost. If the successful Tenderer had previously held any contract and furnished Security Deposit, the same shall not be adjusted against this Tender and a fresh Security Deposit will be required to be furnished. The security deposit will remain with FCI throughout the period of contract and three months thereafter and shall carry no interest. If the successful Tenderer fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the FCI to forfeit either in whole or in part, in its absolute discretion, the Security Deposit furnished by the Tenderer or to appropriate the Security Deposit furnished by the Tenderer or any part thereof towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or costs etc. that may be suffered or incurred by the Corporation. FCI shall refund the Security Deposit to the Tenderer after deducting all costs and other expenses that the Corporation may have incurred and all dues and other money including all losses and damages
which the Corporation is entitled to recover from the Tenderer. The decision of the Corporation in respect of damages, losses, charges, costs or expenses shall be final and binding on the Tenderer.

FCI shall be at liberty to reimburse themselves of any damages, losses, charges, costs or expenses suffered or incurred by it due to Tenderer's negligence and un-workmanlike performance of Services under the contract or breach of any terms thereof. The total sum claimed shall be deducted from any sum then due or which at any time hereafter may become due to the Tenderer under this or any other contract with the Corporation. In the event of such sum being insufficient, the balance of the total sum claimed and recoverable from the Tenderer as aforesaid shall be deducted from the security deposit furnished by the Tenderer. Should this sum also be not sufficient to cover the full amount claimed by FCI, the Tenderer shall pay to the Corporation on demand the remaining balance of the aforesaid sum claimed. Whenever the Security Deposit falls short of the specified amount, the Tenderer shall, make good the deficit so that the total amount of Security Deposit shall not, at any time, be less than specified amount.

18. Billing & Payment

No advance payment will be paid by FCI or its employee traveling in vehicles provided by the Tenderer. The bills of the Tenderer may be submitted at the end of every month accompanied by necessary pre-receipted bills in duplicate duly countersigned by user, officer / staff using the vehicle or their authorized P.S. Payment shall be made by way of NEFT/RTGS to any Account in India in INR for which necessary bank details shall be provided by the Tenderer. Statutory deductions, as applicable, will be made by the FCI from the bills. FCI will release the undisputed payments within 30 days of receipt of bill complete in all respects. However delay in making payment for whatsoever reasons will not attract any interest.

19. Termination

In the event of the Tenderer having been adjudged insolvent or going into liquidation or winding up his business or making arrangements with his creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the FCI shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and law and to get the work done for the unexpired period of the contract under risk & cost and to claim from the Tenderer any resultant loss sustained or costs incurred by the Corporation. FCI shall also have without prejudice to other rights and remedies, the right, in the event of breach by the Tenderer of any of the terms and conditions of the contract to terminate the contract and/or forfeit the security deposit for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the Tenderers negligence or deficiency or unworkmanlike performance of any of the services under the contract. The Tenderer shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the FCI shall be final and binding on the Tenderer.

20. Set Off

Any sum of money due and payable to the Tenderer (including security deposit) under this contract may be appropriated by the FCI and set-off against any claim of the FCI for the payment of
any sum of money arising out of, or under this contract or any other contract made by the Tenderer with the Corporation.

21. Indemnity

The Tenderer shall indemnify FCI and keep indemnified against any loss or damage, claims, compensation, penalty, fine, levies, etc. on account of slackness, deficiency, failure to observe any obligations under the contract, failure to comply with statutory/mandatory provisions pertaining to the contract by the Tenderer in respect of the services provided etc., whatsoever.

22. Cartelization

In case of any clear indication of cartelization, FCI reserves the right to reject the tenders, forfeit the EMD and the Tenderers will also be blacklisted for a period of 5 years from participating in any tenders apart from referring the case to Competition Commission of India for initiating action for indulging in anticompetitive practices.

23. Publicity

Any publicity by the Tenderer or any commercial document submitted to any authority by the Tenderer in which the name of FCI occurs, either directly or indirectly, shall be done only with the express written permission of FCI.

24. Force majeure

A Force Majeure means –any event or circumstance or a combination of events which are beyond the reasonable control of the affected Tenderer, which such Tenderer could not have prevented or reasonably overcome with the exercise of reasonable skill and care in relation to the implementation of this Agreement, which do not result from the negligence of such Tenderer or the failure of such Tenderer to perform its obligations hereunder which are of an incapacitating nature and of a severe magnitude and have a material adverse effect on the affected Tenderers' obligations under this Contract. A Tenderer shall be entitled to suspend or excuse performance of its respective obligations under this contract to the extent such performance is impeded by a Force Majeure event. It is expressly agreed between the parties to this contract that the changes in applicability of taxes or tax rates and changes in statutory requirements or hike in fuel prices for whatever reasons will not be treated as a Force majeure event.

25. Procedure for Force Majeure

If a Tenderer claims relief on account of a Force Majeure, then the Tenderer claiming to be affected by such event shall, as soon as reasonably practicable and in any event within three days of becoming aware of the Force Majeure, give notice of and describe in reasonable detail the effect of such Force Majeure to the FCI in writing, including the dates of commencement and estimated cessation of such Force Majeure and its effects on the Service Provider's obligations under this contract. Upon cessation of the situation which led to a Tenderer claiming Force Majeure under this clause, the Tenderer shall, within seven days thereof, notify the Corporation in writing of the cessation and the Tenderer shall, as soon as practicable thereafter, continue performance of all
obligations under this contract but without prejudice to the excuse of performance of all obligations during the continuance of the Force Majeure.

26. Prolonged Force Majeure

In the event Force Majeure continuously impedes or prevents a Service Provider's performance for longer than 30 consecutive days from the date of commencement of such Force Majeure, notwithstanding the suspension of the obligations of the Service Provider, they shall be decided by mutual consent through consultation either the terms upon which to continue the performance of this contract or to terminate this contract. Any period within which a Tenderer shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

The Tenderer is entitled to the payments for the portion of the work already completed before the happening of any event constituting force Majeure culminating in termination of contract. Decision of the FCI in this regard will be final.

27. Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered by post/e-mail/hand delivery under acknowledgment to an authorized representative of the respective Parties. However, where such communication is by way of e-mail, the same shall be only from the official E-Mail ID(s) followed by written confirmation duly signed by authorized signatory.

28. Liability of the Tenderer

The Tenderer shall be solely responsible for the personnel if any engaged by him during the course of the contract and shall ensure that all statutory obligations as applicable to such workmen prevailing in India shall be strictly compiled with, including payment of Minimum Wages, EPF & MP Act, 1952, ESIC Act, payment of Bonus, Gratuity, medical facilities, stipulated working hours etc., and shall maintain such Registers and file Returns and submit contributions as applicable as the case may be and such Registers shall be made available to FCI or its authorized officers at any time during the tenure of the contract. The Tenderer shall keep FCI indemnified from all liabilities, penalties, levies, fees etc., and in the event FCI put to any such liabilities the same will be recovered from the Tenderer.

29. Law governing contract & Resolution of Disputes

FCI and the selected Tenderer shall make every effort to resolve amicably, by direct discussions, any disagreement or dispute arising between the parties under or in connection with the contract. Any unresolved dispute will be adjudicated and resolved in a Court of law of competent jurisdiction in Uttar Pradesh. This Contract shall be governed by the Laws of India for the time being in force.

30. Special conditions governing Contract.

The following terms and conditions to be strictly followed and ensured by the service provider:
(i) The vehicles to be provided well & Good Condition and shall be in excellent running condition. The seat should be covered with neat and good quality seat covers. No payment will be made if the vehicle is found in dirty or shabby condition.

(ii) The vehicles to be provided shall meet all the prescribed norms under the Motor Vehicles Act & Rules there under and the norms prescribed by the Government of UP, Department of Transport for Taxi/Hired Vehicles.

(iii) The Service Provider should be able to provide vehicle at a short notice/(within 30 minutes) failing which FCI will be at liberty to make alternate arrangements at the Risk & Cost of the Firm. For regular requisitions the taxi must reach the destination 30 minutes in advance. The Service Provider shall provide Taxies (vehicles having valid taxi permits).

(iv) Mileage will be counted from Office premises of FCI or from such designated place/point where the taxi is asked to report for duty where the meter reading will be noted till the place/point of releasing the vehicle.

(v) Cost of fuel will be borne by the tenderer.

(vi) No advance payment will be paid by FCI. The Payment will be made only for those Log Book which have been signed by the user, officer / staff using the vehicle or their authorized P.S. It will be the responsibility of the driver to get the Log Book signed by the officer/ staff or their authorized P.S. on a day to day basis. Log Book should be complete in all respects in terms of start kilometer, end kilometer, distance covered, opening time, closing time, destination etc.

(vii) No mileage will be allowed for lunch/tea of the driver and the Driver should carry his lunch. No Driver bhatta will be paid by FCI. (vii) Actual Toll Tax, Entry tax during inter – state journeys, parking charges will be reimbursed upon production of original receipts along with logbook.

(viii) The service provider shall not assign or sublet the work or any part thereof.

(ix) The vehicles provided should be able to ply in entire UP.

(x) The Drivers deployed by the Firm/service provider shall wear uniform with photo identity cards at all times during duty and shall carry valid driving license, comprehensive insurance policy, Badge& permit to drive Taxi cars etc. and shall be well behaved, and well conversant with the traffic rules/ regulations and city roads/ routes. The necessary certificates like Road Tax, Pollution certificate, Permits, Registration certificates etc. should be available in all the vehicles. The tenderers should submit Police verification report of driver being engaged for monthly vehicle provided to FCI.

(xi) The service provider shall have a provision to take the bookings round the clock; the drivers should always carry mobile phones.

(xii) The journey to the destination and back shall be undertaken by the shortest route possible open for traffic. In case of breakdown of any vehicle during official duty, it shall be the responsibility of the service provider to provide a replacement immediately. If no replacement is
provided on time, alternative arrangement will be made and the cost thereof will be deducted from
the payment to be made to the service provider.

(xiii) During the course of deployment of the vehicles to FCI, if any harm, injury or loss due to
accidents etc., is caused either to the vehicle or to the third party, or the driver of the vehicle, FCI
will not be responsible in any way. Any liability and expenditure arising out of any such accident or
event will be the sole responsibility of the Tenderer.

(xiv) That the Tenderer shall at his cost take necessary insurance cover in respect of the aforesaid
services rendered to FCI and also provide insurance cover to passengers. The drivers engaged by
the Tenderer for rendering the services under this agreement shall be the employees of the
Tenderer for all intents and purposes and that the persons so deployed shall remain under the
control and supervision of the Tenderer and in no case shall a relationship of employer and
employee between the said persons and the FCI shall accrue/arise implicitly or explicitly and the
service provider shall keep the FCI indemnified against all claims whatsoever in respect of the
Drivers deployed by him under this agreement. Any litigation claims etc. raised by the personnel of
the Tenderer has to defend by the tenderer at his cost and resolved and safeguard the interest of
FCI, failing which FCI will be constrained to defend the same at the cost of the Tenderer.

(xv) The Tenderer shall comply with all statutory provisions Rules/Regulations/ Instructions
that may be applicable and incidental to the services offered by them under this contract and shall
further keep the FCI indemnified from all acts of omissions, faults, breaches and / or any claim,
demand, loss, injury, decree/judgment, expenses/liabilities arising out from the non-compliance of
any statutory provisions/instructions failing which FCI will be entitled to recover such losses from
the Tenderer’s monthly bills /security deposit, without prejudice to such other legal remedies
available to the FCI.

(xvi) In the event of failure of the Tenderer to provide the Vehicles at the time & place
requisitioned by the FCI, without prejudice to the generality of the foregoing and other legal
remedies available to the FCI under the Contract, liquidated Damages @ Rs.500/- per day per
vehicle requisitioned will be levied on the Tenderer in addition to risk and cost recovery.

(xvii) The Tenderer shall be solely responsible for the driver engaged by him during the course
of the contract and shall ensure that all statutory obligations as applicable to such workmen
prevailing in India shall be strictly compiled with, including payment of Minimum Wages, EPF &
MP Act, 1952, ESIC Act, payment of Bonus, Gratuity, medical facilities, stipulated working hours
etc, and shall maintain such Registers and file Returns and submit contributions as applicable as
the case may be and such Registers shall be made available to FCI or its authorized officers at any
time during the tenure of the contract. The Tenderer shall keep FCI indemnified from all liabilities,
penalties, levies, fees etc., and in the event FCI put to any such liabilities the same will be
recovered from the Tenderer.

(xviii) In the case of Tenderers with no experience Rs. 100000/- (Rupees one lakh only) as
security money needs to be deposited.

(xix) Only vehicles registered as taxi vehicles are to be hired.
(xx) Tenderers must furnish an undertaking stating that he/she will provide taxi car in excellent running condition which should not be older than two years.

The Contractor is, therefore, advised to ensure that all the necessary documents are properly furnished in time whenever revision is requested for.

31. FCI Reserved right to cancel the contract by issuing 30 (thirty) days notice to the service provider which shall be binding on the service provider and FCI is not liable to pay any compensation to the tenderer if service is discontinued before expiry of the contract.

32. MSME

Micro Small Enterprises (MSEs) registered agencies must upload their registration certificates and they shall be considered as per extant rules and regulations of the FCI and GOI.
Annexure -II

निविदाकर्ता का विवरण / Particulars of Tenderer

1. Name of the Tenderer

2. Office Address with Tel./Fax/Mob. Nos. email

3. ITR for last Three years

4. Nature of the Firm i.e, whether Proprietary, Partnership, Ltd. Company etc.

5. Names & Addresses of Proprietor, All Partners, All Directors etc of the Tenderer.

6. Garage Address with Tel./Fax/Mob. Nos.

7. Name of the Contact Persons authorized to deploy taxis with Tel, Mob. Nos.

8. Details of New taxi car indicating Model, registration No, name of the owner etc.to be provided on monthly basis to FCI for regular use.
   Details of at least ten New taxi car over which the Tenderer is having control/tie up so as to enable providing such cars to the FCI (indicate Model, Registration No., name of owner etc.)

9. PAN No. of Tenderer

10. GST Registration No.

11. Experience: Relevant experience of Tenderer during the Immediate preceding 2 years (Furnish Experience Certificate from the concerned department in support of Above)

12. Details of Tenderers Bank Account, with NEFT Code.

13. Particulars of EMD & Tender Cost furnished: Name of Bank, RTGS/NEFT Transaction (UTR No.), Date, Amount

(अधिकृत अधिकारी/Authorized Signatory)