



E -Tender For Hiring Of Office Vehicle

For

Cluster head Delhi -1 of Delhi Zone

and

Cluster head Delhi -2 of Delhi Zone

e-RFP Ref No.JKB/G&ED/ZODelhi /2025-1548

Dated: 01-11-2025

NOTICE INVITING TENDER

J&K Bank LTD. invites e-Tenders from Competent, Authorized Companies / Agencies duly registered with Income Tax (PAN / GST , EPF & ESIC Authorities, for providing of Office vehicles for Cluster Head Delhi 1 and Cluster head Delhi-2 of Delhi Zone for a period of 2 years which shall be extendable by 1 more year, if needed. The potential bidders are required to visit the website <https://jkbank.abcprocure.com> & <https://jkb.bank.in/> for submission of tender.

Invitation for Bid

e-RFP Ref No	JKB/G&ED/ZODelhi /2025-1548 Dated: 01-11-2025		
Description of RFP	E-Tendering for Hiring of 2 Office Vehicles for Cluster head Delhi 1 and Cluster head Delhi 2 of Delhi Zone.		
Tender Type	Open		
Number of Covers	Two Bid		
Covers information / Submission of Bids			
CoversNo	Cover Type	Description	Document Type
1	Eligibility Criteria	RFP document, Eligibility Bid, EMD, Requirement and Compliance, Bidders information, etc	To be filled online & scanned copies to be uploaded for verification
2	Financial	Financial Bid	To be filled online
Two Bid System : Part 1 : Eligibility Bid, Part 2 : Financial Bid			
The prices should be shown against each item for the purpose - Refer Financial Bid - Annexure II			
In case of any discrepancy in the rates indicated in the Financial bid either in figures or words, the rates in words will be considered for evaluation			
Note:			
a) The Eligibility Criteria should not contain any price information. If the price quoted is submitted in Eligibility Criteria Bid the tender will be rejected at the sole discretion of J&K Bank LTD.			
b) Initially Eligibility Criteria Bids will be opened and evaluated by the J&K Bank LTD. Commercial bids of only Eligibility qualified bidders will be opened later.			

E Earnest Money Deposit:	Rs. 50000/- (2% of estimated cost for 2 years) to be credited through NEFT/Bank Transfer only as per details below: Account Name: Earnest Money deposit(EMD) 16-digit Account No : 9931070690000001 IFSC Code: JAKA0HRDCHQ (0 denotes zero) Bank: The J&K Bank Ltd Branch: Corporate Headquarters MA Road Srinagar J&K - 190001 UTR Number may be uploaded on E-tendering portal
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S No	Type of Vehicle	No of Vehicles	EMD Amount
1	Vehicle	2 No.	Rs. 50,000/-

Particulars	Details
Bid Document Availability including changes/amendments, if any to be issued	NIT can be downloaded from and submitted on Bank's e-Tendering Services Provider's Portal https://jkbank.abcprocure.com from November 03, 2025, 16.00 Hrs. to November 24, 2025 17.00 Hrs.
Pre-bid Queries submission Date and Mode	All Clarifications / Queries shall be raised online only through e-Tendering Portal https://jkbank.abcprocure.com by or before November 10, 2025 17.00 Hrs.
Clarifications to pre-bid queries will be provided by the Bank.	All communications regarding points / queries requiring clarifications shall be given online through prescribed e-Tendering Portal on November 17, 2025.
Last date and time for Bid submission	November 24, 2025 17.00 Hrs.
Place of Submission of Bid	Through online - https://jkbank.abcprocure.com/
Bid Opening Place	CHQ, Online Mode

For e-Tender related Queries	Service Provider:	
	M/s. E-procurement Technologies Limited (Auction Tiger) , B-705, Wall Street- II, Opp. Orient Club, Ellis Bridge, Near Gujarat College, Ahmedabad- 380006, Gujarat	
	Help Desk:	
	Sr. No	Name
	1	Sandhya Vekariya – 6352631968
	2	Suraj Gupta – 6352632310
	3	Ijlalaehmad Pathan – 6352631902
	4	Imran Sodagar - 9328931942

OPENING OF TENDER

- a. **Eligibility Criteria Bid** will be opened on the date and time mentioned in the tender notice. The change, if any, shall be displayed JK Bank website: <https://jkbank.abcprocure.com/> & <https://jkb.bank.in/>
- b. **Financial Bid:** After opening the Eligibility Bid, based on the documents submitted, if required an inspection will be carried out of office vehicle of the Bidders to determine the eligibility capability of the Bidders and financial bid will be opened only of short-listed Bidders.
- c. JK Bank reserves the right to accept or reject either in full or in part, any or all tenders, without assigning any reasons whatsoever thereof. J&K Bank reserves the right to cancel the contract even after acceptance without assigning any reason whatsoever thereof. J&K Bank is not bound to accept the lowest tender. J&K Bank reserves the right to cancel/withdraw this tender at any point without assign any reason whatsoever thereof
- d. The EMD of unsuccessful Bidders shall be refunded within the reasonable time after final decision on the tender without any interest thereon.

Standard E-Tender Terms & Conditions

- a. The details of tender notification can be downloaded from <https://jkbank.abcprocure.com/> & <https://jkb.bank.in/>
- b. Vendors should obtain the USER ID and PASSWORD from <https://jkbank.abcprocure.com/>
- c. For further details on E-Tender participation, please contact on-

1. **Mr. Sanjay Sharma**
(Senior Executive, In Charge/PRO General/Estates Department ZOD)
Mobile No:- 9419112240
Email Id:- sanjaysharma@jkbmail.com.
 2. **Mr. Bhupinder Singh**
(Manager, General/Estates Department ZOD)
Mobile No:- 9906346444
Email Id:- singh.bhupinder@jkbmail.com.
 3. **Mr. Sumit Gupta**
(Manager, General Department ZOD)
Mobile No:-9419758742
Email Id:- gupta.sumit@jkbmail.com
Office Email Id:- estates.favour@jkbmail.com
- d. Tenders should be submitted only through E-Tender portal <https://jkbank.abcprocure.com/> and obtain the Tender acknowledgement copy as a proof of successful submission.
- e. The details of corrigendum or addendums will be uploaded on <https://jkbank.abcprocure.com/> & <https://jkb.bank.in/>

E-TENDER ACCEPTANCE UNDERTAKING

(To be submitted along with the Eligibility Bid Form)

Date: _____

To,
Deputy General Manager
J&K Bank Zonal Office Delhi

Tender Ref. No.

Name of Services/work: Hiring of Office Vehicles for Cluster Head Delhi-1 and Cluster Head Delhi-2 of Delhi Zone.

Sir,

I / We have read the conditions from the tender including general / special conditions and hereby agree to abide by the said conditions. I / We also agree to keep this tender open for acceptance for a period of 90 (Ninety) days from the date of opening. I / We will be liable for forfeiture of my / our "SECURITY DEPOSIT" to J&K Bank, in case I / We could not execute the awarded work and fail to abide by the terms and conditions of the awarded contract. I / We will execute the work as per the rates quoted in the attached schedule for the entire period of contract and are bound to undertake work from the stipulated date on issue of letter of award.

A sum of ₹ /- (Rupeesonly) is forwarded as Earnest Money Deposit in the form of NEFT/RTGS/Bank Transfer to the specified account number. The full value of the Earnest Money Deposit shall stand forfeited if, I / We do not commence the work within the specified time after issue of the letter or do not at all execute the work until formal agreement is executed, this acceptance of tender shall constitute as binding contract on me / us.

Signature of bidder with stamp

Name:

Address:

Date:

Place:

INSTRUCTIONS TO BIDDERS

Bidders are requested to take note of the following instructions while filling the Tender form for submission of Eligibility Bid and Commercial/financial offer:

1. Eligibility Criteria:

S No.	Criteria	Comply Yes / No
i.	Certificate of Registration	
ii.	Type & Model of Vehicle	
iii	Annual Financial Turnover during last three (3) ending 31 st March of 2025 should be at least ₹ 3.60 Lacs	

- The Bidder should have experience of providing similar services and should bear a license for such purpose only. The bidder should have necessary license issued by the Competent Authority to run the contract carriage services.
- The Bidder should read the General & Special Terms and Conditions of J&K Bank and give their acceptance to that effect.
- The Bid should be duly filled in all respects. Bid should be complete in all respects and incomplete bids will be summarily rejected. No clarification will be entertained by J&K Bank in this regard. The Bidders should duly sign the entire tender documents.
- Failure to fulfill any of the conditions given above shall render the tender for rejection.
- J&K Bank does not bind to accept the lowest or any tender and reserves the right of accepting the whole or any part of the RFP and the Bidder shall be bound to accept and perform the same at the rates quoted.
- The bidder should be competent enough to deal with the contract of the tendered item / services technically and financially and should have adequate man-power (skilled/semi-skilled/unskilled and technical) required for managing the work awarded.
- The bidder should produce Income Tax Certificate for the last 3 Assessment Years in addition to PAN. The bidder should provide GST No. and other necessary documents as may be required.
- The offers should be submitted within the stipulated time and delay if any occurred in submission on account of any reason, whatsoever, shall not be condoned and such delayed offers received late shall be liable for rejection.

10. The bidder or his authorized representative will be entitled to participate in the tender opening process to take note of the proceedings of disclosure.
11. J&K Bank reserves the right of cancellation, adding, reducing or deferring the tender in total or partially without assigning any reason thereof and claim in this behalf in any way shall not be tenable for compensation in any respect. In such case the bidder will be refunded with the earnest money deposit without any payment of interest.
12. In case of the acceptance of the tender, the Bidders will have to enter into an agreement / contract.
13. The prices quoted in the tender must be valid for two years.
14. Certified that I have read the above instructions carefully and taken note of them.

Signature

Name of authorized person for bidder with seal

Date:

TERMS AND CONDITIONS FOR HIRING OF OFFICE VEHICLE

(Please read the following instructions carefully and give acceptance for the same at the end)

A) SCOPE OF WORK:

The Bidder will have to provide the facility through its own Vehicle registered on its name as given below.

1. Pick up and drop of office personnel for various destinations from the office premises, vice versa or as demanded.
2. The Vehicle service will be provided Six days in a week (Monday to Saturday). The service may be extended on weekly holidays and Govt. holidays, if required by J&K Bank,
3. The Vehicle to be provided to be of 2020 or later model.

B) MINIMUM ELIGIBILITY CRITERIA FOR SUBMISSION OF TENDER:

1. The Bidders should have experience in providing similar contract carriage services. The Bidder should have a valid Contract Carriage License to run such services (attested copy of the license should be attached along with the Eligibility bid).

2. The Bidder should be able to adhere to the following instructions and guidelines issued by UT of Delhi, Commerce and Transport Department.

i. The Vehicle should bear valid number plate

i. The doors and windows of the vehicle must be secured with reliable locking system.

ii. The Vehicle is to be provided with a driver.

C) VEHICLES REQUIREMENT:

The Vehicle should be in road-worthy conditions, in all respect, for operation in accordance with Delhi RTO rules and regulations. All Registration Certificate, Insurance Certificate, Route Permit, Fitness Certificate etc.) Should be available in the vehicle with the driver during operation of the vehicle. Responsibility for any lapses in this regard shall be that of contractor.

The Vehicle should be neat and clean from inside and outside, in perfect mechanical condition. The Vehicle will be inspected periodically for road worthiness and any defect pointed out by J&K bank should be rectified immediately and contractor shall provide another vehicles of 2020 or later model in good condition, as replacement, during the period of repair/servicing.

D) GENERAL TERMS AND CONDITIONS

(i) The contract entered into will be in force on or after, for a period of Two years.

- (ii) The contractor may discontinue the `services by giving 60 days' notice in writing. The contract can be terminated by J&K Bank by giving one months' notice without assigning any reason thereof.
- (iii) The contractor should produce all documents issued by RTO concerned relating to the vehicle for verification. If vehicle is not registered in the name of contractor, it will not be accepted.
- (iv) The vehicle should have comprehensive insurance to cover the risk of injury and loss of life of the drivers, attendant and third parties by law including damages to property belonging to them.
- (v) Award of contract to successful Bidders will not entail him/them exclusive right to supply the Vehicle for which the tender has been submitted by the Bidders.
- (vi) All repairs including major overhaul and maintenance, servicing and other expenses for the up-keep of the vehicle, running expenses such as tyres, batteries etc. shall be borne by the contractor. The wages payable to the Driver of the vehicle shall be the responsibility of the contractor and the same should be as per the minimum wages act.
- (vii) The vehicle shall follow the routes and rallying points as per the details to be provided by Bank and no deviation will be allowed unless it is due to some unforeseen reasons such as traffic jam or diversion of the route by the Traffic Police or Municipal Authorities. However, Bank reserves the right to change the schedule / route at any time.
- (viii) The contractor shall ensure that drivers deployed on the vehicle is qualified and possess valid professional License (minimum 5 years' experience) issued by appropriate authority and also well-disciplined. They should behave properly with the staff and officials, well conversant with all the routes of Delhi/NCR and its surroundings and should not report for duty under influence of alcohol or any narcotics, etc.
- (ix) The contractor shall not sublet, transfer, or assign the contract to any other party.
- (x) The contractor shall produce the original documents of the vehicle and drivers under contract for verification as and when called for by Bank authorities.
- (xi) If the contract is terminated on the basis of non-compliance of terms and conditions of the contract, security deposit shall stand forfeited.
- (xii) The contractor shall furnish agreement on non-judicial stamp paper of ₹ 100/- accepting all the terms and conditions mentioned in the tender document at the time of award of the contract for supply of the vehicle. Any conditional acceptance of the offer will be liable for immediate termination of the contract without assigning any reason whatsoever. The terms and conditions of this RFP will form a part of an Agreement.
- (xiii) J&K Bank reserves the right to disqualify the Bidders blacklisted by State/Central Govt. undertakings/Public Sector Units / Pvt Co. or whose contracts have been terminated by J&K Bank on account of poor performance, if any such information comes to the knowledge of Bank at any stage either during the tendering process or after short listing the bidder.

E) COMPLIANCE OF LAWS AND SAFETY RULES

- (i) The contractor shall declare and warrant that they are legally entitled to do the services of providing transport and hold the requisite license and/or permit for the same from the appropriate authorities.

- (ii) The contractor shall employ his own drivers, cleaners during the period of contract and shall pay their wages and comply with the statutory provisions and Bank shall not, in any manner, be responsible for the same. The contractor shall make payment of wages to the workers employed by him regularly.
- (iii) It will be the sole responsibility of the Contractor to abide by the statutory provisions of the various acts in performance of this contract.
- (iv) All payment as may be required for obtaining different permits and license in contractor's line of the vehicle will be obtained by the contractors at their cost.
- (v) In order to avoid mishap / accident, contractor shall ensure that only skilled drivers (having driving license to drive Vehicles) with an experience of 5 years in the trade are deployed on the vehicle and they observe all rules / precautions in this regard.
- (vi) If the Vehicle is involved in any accident or mishap and as a result thereof any employee/s of Bank suffer any injury or death then the contractor shall be liable to pay compensation or damages as may be assessed by the appropriate authority.
- (vii) The Contractor shall be responsible for any damages to the vehicle or any death or injury to the driver or any of the bank employees travelling in the vehicle in case of any accident. Bank will not enter into any litigation whatsoever under any circumstances.

F) RESOLUTION OF DISPUTES:

Notwithstanding anything contained, all questions, disputes or differences whatsoever, between the parties to the Contract, arising out of or relating to the operation or interpretation of provision of the contract or matters related thereto, whether during the tenure of the Contract, or its failure or after the completion of the Contract, shall be settled by the bank authority. The decision of the bank shall be final and binding on the parties to the Contract.

G) COMPLIANCE WITH RTO RULES:

- (i) The contractor shall ensure that all the rules pertaining to Motor vehicle Act and any other Act of the state shall be met. In no circumstances bank shall be involved for any violation of the RTO Rules on the part of the transporter. It will be the sole responsibility of the contractor to abide by all such laws.
- (ii) The contractor shall ensure that the drivers do not carry any inflammable / contraband material in the vehicle.

H) ADVERTISEMENT AND BRANDING OF VEHICLE:

Bank reserves the right to display advertisements of its choice, on the vehicle and the Contractor shall not have any objection nor shall claim any advertisement revenue thereof.

I) SAFETY AND SECURITY

- (i) In order to avoid any Mishap / Accident, contractor shall ensure that only skilled drivers (having driving license to drive SUV Vehicle) with experience of 5 years in the trade are deployed on vehicle and he observe all rules / precautions in this regard. Contractor shall ensure that driver do not exceed normal speed limit and shall further ensure that his crew is deployed on duty after adequate rest to avoid accidents due to over fatigue.

(ii) The contractor shall engage the drivers for bank duty whose character and antecedent verification has been done by the Police Department, possess valid driving license, having thorough knowledge of traffic rules / road safety precautions, aware with the routes of Kashmir Division and its surroundings.

(iii) The drivers of the vehicle should follow the traffic rules prominently.

(iv) The Contractor or his representative shall not divulge to anyone, any confidential information obtained during the course of work.

J) PENALTIES

In case of breakdown, a substitute vehicle of the same or later model in good condition shall be deployed immediately. If the contractor does not provide a substitute vehicle within the stipulated time, he shall be liable to pay the charges and expenses that may be incurred by Bank for reaching the destination by arranging other mode of transport.

L) SECURITY DEPOSIT

The selected Bidder / contractor shall submit a security deposit @2% of the total approximate value of contract (of 2 years) through NEFT/RTGS/Bank transfer in the specified account at the time of acceptance of work order.

M) BILLING AND PAYMENT

(i) The bill shall be submitted for each calendar month duly completed in all respects by 5th of succeeding month. Receipt of toll charges, if any to be duly submitted along with the bills the payment to the contractor shall be made by Bank through NEFT / RTGS subject to deduction of TDS, if applicable.

(ii) If the bills are sent back for any correction to the contractor, the date of re-submission of the bill after correction will be considered the date of actual submission of the bill.

(iii) The rates offered in the schedule of rates (Annexure-II) should include all the expenses such salary payable of drivers, road tax, passenger permit charges, insurance of vehicle, parking charges, maintenance charges, etc. Only monthly charges plus toll charges will be paid by Bank for monthly hiring of vehicle.

N) FORCE MAJEURE

Force Majeure is herein defined as any cause which is beyond the control of the contractor and the bank, as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the contract, such as Natural Phenomena, including but not limited to floods, droughts, earthquakes and epidemics. Other phenomena including but not limited to hostilities, riots, civil commotion and declared lockout, etc

ANNEXURE-I
TENDER FOR HIRING OF Office Vehicles
ELIGIBILITY BID

S No	Document Required	Whether Submitted / Uploaded	
		Yes	No
1	Name and Address of the Bidders with Telephone Number / Fax No. / Mobile No.		
2	State of Agency (Registered Co. / Proprietary / Society / Registered under Shops & Establishment Act) with valid Registration Certificate		
3	Number of Employees employed by the bidder/agency		
4	Proof (Registration/ Incorporation document) of legally entitled to carry out the transport services and requisite license and permit issued by appropriate authorities (Minimum 05 years' Experience)		
5	Address/Location of the office from where the vehicle is assigned and monitored to clients - Control Room 24 x 7 / emergency support facility available		
6	Terms and conditions duly signed and stamped on each page enclosed along with Eligibility bid. Original RFP document in two parts separately to be uploaded.		
7	Additional Safety Features installed		
8	Annual Financial Turnover during the last three (3) years ending 31 st March of 2024 should be at least ₹ 3.65 lacs Copy of Audited P & L statement of last 3 F.Ys		
9	Copy of GST registration certificate & copy of Permanent Account Number (PAN and GST)		
10	Copy of Power of Attorney or authority letter in case of tender is signed by other than owner / partner of company / firm		
11	Any notice/ warning/ mail issued by the current client for poor services		
12	BANK DETAILS: (i) Name of the Bank & Branch (ii) Type of Account (iii) Account No. (iv) MICR No. (v) IFSC code		

Signature

Name of authorized person for bidder with seal

Dated:

Annexure A

Service Level Agreement (On Stamp Paper 100/=)

Service Level Agreement for hiring of office vehicle for Cluster Head 1 and Cluster Head 2 of Delhi Zone.

This Agreement is executed at on this.....day of.....2025 (hereinafter referred to as the effective date) by and between "J&K Bank Ltd", a Banking company **incorporated under the Jammu and Kashmir Companies Act, 1977(SVT)** having its registered /head office at Corporate Headquarters, M. A. Road, Srinagar Jammu and Kashmir 190001 and a Zonal Office Delhi plot no. 132-134 Sector-44 Gurgaon Haryana-122002.

(Hereinafter referred to as the Bank, which term or expression shall unless excluded by or repugnant to the context or meaning thereof include its successors, administrators, executors and assigns) of the First Part.

AND

M/s.....
(company/firm/ sole proprietor) and having its registered Office at..... (Hereinafter for the sake of brevity referred to as "the Service Provider", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-business and permitted assigns) of the SECOND PART. The Service Provider and The Bank are hereinafter collectively referred to as "Parties" and individually as "party".

Whereas, the Service Provider has emerged as successful bidder pursuant to the e-RFP reference no.dated.....for hiring of office vehicle for Cluster Head Delhi-1 and Cluster Head Delhi-2 of Delhi Zone.

Whereas, the Bank has awarded the Contract vide letter No..... dated.....to the Service Provider for a period of **Two years (extendable by 1 more year at the discretion of the bank)** and the parties herein agreed to reproduce in writing the terms and conditions governing such services on comprehensive Basis in the form of a legally expressible documents herein referred to as Agreement".

NOW, THEREFORE THIS AGREEMENT FOR HIRING OF OFFICE VEHICLE WITNESSES AS FOLLOWS

1. Scope

The scope of work under this tender is to hire office vehicles along with driver for Cluster Head 1 and Cluster Head 2 of Delhi Zone.

2. Duration of SLA

The agreement shall be valid for a period of 2 years from the date of execution of this agreement. The Bank shall be within its rights to terminate the agreement at any earlier date for any reason whatsoever by giving notice in writing to the agency. The termination in such case shall be effective from the date mentioned in notice.

3. Payment terms:

Payment shall be reimbursed on monthly basis which shall be paid normally upto 10th of next month.

4. Site of Delivery

The Vehicle is to be provided at Office of the Cluster Head 1 Ansal Plaza and Cluster Head 2, Rajinder Place of Delhi Zone and shall have to ply at various routes as demanded from time to time by the concerned.

5. Safety

The agency shall at all times conduct his operation in such a manner so as to avoid any risk of bodily harm to persons or damage to property. In addition the drivers shall comply with all applicable safety standards, codes and regulations.

6. Performance Guarantee:

The selected vendor's EMD will be retained as performance guarantee by the Bank for TWO years i.e. validity of the tender. In case of extension to the Tender, EMD shall be retained for such extended period.

7. Penalties & Liquidated damages

In case of non-execution of order, back out, default, delay in operation/commissioning or non-compliance with any of the terms and conditions of contract, the Bank shall without any prejudice to any other remedy available to it, terminate the purchase order after serving notice, impose a penalty of up to 10% of the value of the particular order. Also the Bank will in such a condition, Black List the Firm from further empanelment & inform IBA to delist the firm from entire Banking Industries.

8. Arbitration & Jurisdiction

It will be the endeavor of the Parties to resolve amicably any disputes or differences that may arise between them from misconstruing the meaning and operation of this Agreement and the breach that may result.

In case of dispute or difference arising between the Parties relating to any matter arising out of or connected with this Agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be chosen by mutual discussion between the Parties. The decision of the arbitrator shall be final.

The successful bidder shall continue work under the Agreement during the arbitration proceedings unless otherwise directed in writing by the Client or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the Adjudicator, as the case may be, is obtained.

The arbitration proceedings shall be held at Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

9. Amendments:

Any provision of this Agreement may be amended or waived if and only if such amendment or waiver is in writing and signed, in case of amendment by each party, or in case of waiver, by the party against whom the waiver is to be effective.

10. Notices:

Unless otherwise provided herein, all notices or other communications under or in connection with this agreement shall be given in writing and may be sent by personal delivery or by post or courier or mail on the address. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, three day after being deposited in the post and if sent by courier, two days after being deposited with the courier, and if sent by mail, when sent (on receipt of a confirmation).

11. The invalidity or unenforceability of this agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of the agreement in such jurisdiction or the validity, legality or enforceability of this agreement, including any such provision, in any other

jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law.

12. This agreement is on principal-to-principal basis between the parties hereto. Nothing contained in this agreement shall be construed or deemed to create any association, partnership, or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties.

19. **CONFIDENTIALITY:** During the term of this Agreement, Parties will have access to and become acquainted with various patents, trade secrets and other proprietary and confidential information which are owned by the other Party (collectively "Confidential Information"). Each Party will prevent disclosure of any of the other Party's Confidential Information to third parties even after the termination of this Agreement, provided that the recipient Party's obligation shall not apply to information that: (i) is already in the recipient Party's possession at the time of disclosure thereof; (ii) is or later becomes part of the public domain through no fault of the recipient Party; (iii) is received from a third party having no obligations of confidentiality to The disclosing Party; (iv) is independently developed by the recipient Party; or (v) is required by law or regulation to be disclosed. Provided, in the event that information is required to be disclosed pursuant to this subsection and to the extent authorized by the law, the Party required to make disclosure shall notify the other to allow that Party to assert whatever exclusions or exemptions may be available to it under such law or regulation.

All Confidential Information disclosed to any Party by the other, are and shall remain the sole and exclusive property and proprietary information of such Party, and are disclosed in confidence by such Party in reliance on Party's agreement to maintain them in confidence and not to use or disclose them to any other person except in furtherance of objectives of this Agreement and to such of its employees/contractors on a need-to-know basis. Parties specifically agree not to disclose or use in any manner, directly or indirectly, any such Confidential Information either during the term of this Agreement or at any time thereafter except as required in the course of providing services pursuant to this Agreement. Furthermore, Parties agree to protect the Confidential Information by using the same degree of care and responsibility it uses to protect its own confidential information of like importance.

In the event of any actual or suspected misuse, disclosure or loss of, or inability to account for, any Confidential Information of the disclosing Party, the receiving Party promptly shall (i) Notify the disclosing Party upon becoming aware thereof; (ii) Promptly furnish to the other Party full details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist the other Party in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Confidential Information; (iii) Take such actions as may be necessary or reasonably requested by the disclosing Party to minimize the violation; and (iv) Co-operate in all reasonable respects with the disclosing Party to minimize the violation and any damage resulting there from.

22. FORCE MAJEURE:

Neither Party shall be liable for any failure nor delay in performance under this Agreement to the extent said failures or delays are caused any force majeure event.

Force Majeure means any event or circumstance, or combination of events or circumstances including but not limited to those stated hereunder, that wholly or partly prevents or unavoidably delays the affected party in performance of its obligations under the agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the affected party and could not have been avoided even if the affected party had taken reasonable care: (i) any act of God, or (ii) any explosion, accident, breakage of facilities, plant or equipment, or structural collapse or a chemical contamination caused by a person not being the affected party (or an affiliate, associate, contractor or any other person acting under the direction or control of the affected party) and not being due to inherent defects in the project, or (iii) any epidemic, plague or quarantine, or (iv) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo (including causing unavailability or shortage of fuel or materials), revolution, riot, insurrection, civil commotion, religious strife, communal violence, act of terrorism, extremist action or politically motivated sabotage or abduction, or (v) any act of government instrumentality, or (vi) any event or circumstance of a nature analogous to any of the foregoing.

If force majeure applies, dates by which obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused. In the event of the force majeure conditions continuing beyond 4 weeks, the Bank shall review this Agreement and shall be entitled to terminate this Agreement, unless the term of this Agreement is extended.

ANNEXURE-II

**TENDER FOR HIRING OF OFFICE VEHICLE
 FINANCIAL BID**

S No.	Name	Routes	No. of Vehicles	Rate quoted per month per car	Total for Two Cars	Rate Per Kilometer	Night halt age rate (if required)	Remarks
1	Office Vehicles (5/7 seater)	As per requirement Vehicle to be attached with Cluster head Delhi 1 and Clister head Delhi-2 of Delhi Zone,	02					
Total								
Add GST as applicable								
Grand Total								

The cost quoted to be exclusive of taxes. Toll and parking charges will be extra.

Please Note:

- a. The Office vehicle will be provided for every working days in a week (Monday to Friday & 1st, 3rd and 5th Saturdays of month) of each financial year.
- b. The Vehicle service may be extended on weekly holidays and govt. holidays, if required by Bank.