

**INVITATION OF TENDER FOR HIRING CAR ON AS AND WHEN REQUIRED BASIS**  
**AT**

**THE JUTE CORPORATION OF INDIA LIMITED**  
**BHADRAK RLD**

**LANGUDI, ARNAPAL, BHADRAK-756116**

**Ref No-JCI/BDK/Admin/2021-22/Car Tender/01**

- A. Last date for receipt of tender up to 3:00 PM on 13/04/2022*
- B. Last date for submission of tender before 03:00 PM on 13/04/2022*
- C. Tender to be opened at 4:00 PM on 13/04/2022*

Note: If the date fixed for opening of tender is declared a holiday the tender will be opened on the next working day following the holiday but there will be no change in the time for opening as indicated above

**THE JUTE CORPORATION OF INDIA LTD  
BHADRAK RLD  
LANGUDI, ARNAPAL, BHADRAK-756116**

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Sealed quotations are invited from car rental agencies on as and when required basis for providing 01 nos of SUV/Sedan Car (AC/ NoN- AC) or equivalent for **The Jute Corporation of India Ltd, Bhadrak RLD**, as per direction received from THE JUTE CORPORATION OF INDIA LIMITED.

Innova Crysta or its equivalent car models will be considered under SUV Category and Swift Dezire or its equivalent car models will be considered under Sedan Category.

**Scope of work:**

To provide car as and when required basis and movement as per direction from THE JUTE CORPORATION OF INDIA LIMITED, Bhadrak RLD.

**Procedure for Tender Submission**

The car rental agencies will have to submit their quotations in sealed envelope mentioning their full name/and contact details within 13/04/2022 before 3 PM to the Regional Office at the following address Langudi, Arnapal , Bhadrak-756116.

Please find attached with this tender notice Annexure-1 included under technical bid and Annexure -2 included under-price bid. The Annexures duly filled are to be submitted in two separate sealed envelopes super scribed A-Technical Bid Containing Annexure 1 along with EMD and B-Price Bid Containing Annexure 2, both the envelopes are then to be kept in another sealed envelope super scribing Tender No. & "TENDER FOR APPOINTMENT OF CAR HIRE AGENCY" addressed to the Regional Manager of The Jute Corporation of India Limited along with name and address of the tenderer. The technical bid of the tenders will be opened first and then the price bid of only those tender will be opened, who have qualified in the technical bid. The tender will remain valid for acceptance within 90 days from the date of opening of the tender.

**Date and Time of Tender Opening**

Tender will be opened on 13/04/2022 at 4:00 PM at the Bhadrak Regional Office. The tenderers or their authorized representatives are requested to be present in person at the time of opening the tender at Regional Office Bhadrak. The technical bid will be opened first. Technical evaluation will be carried out and the price bids of those tenderer who qualify in the technical bid will be opened in a later date.

### **EMD & Security Deposit**

All bidders have to deposit an amount of Rs 4,350/- (Four thousand three hundred fifty only) in favor of “The Jute Corporation of India Limited” by DD as Earnest Money Deposit (EMD) along with the tender which will be converted to security deposit for successful bidders and will be refunded without any interest to unsuccessful bidders within one month from the opening of tender. Running agencies (if any) have to enclose the Xerox copy of money receipt as proof of EMD already deposited. Such security deposit will be refunded (without interest) within one month of completion of the entire contract by the contractor on written application. Corporation reserves the right to adjust or forfeit partial or full value of such security deposit in case of any loss or damage occurred during service or any other recoveries as deemed necessary. Non submission of EMD will lead to the cancellation of the tender.

### **Method of selection**

Selection will be made on the basis of the lowest rates quoted by the bidder. Rates should be quoted without any cutting or overwriting. Any correction or overwriting in the rates quoted by the tenderers will summarily reject the tender and will be cancelled. The successful bidder is required to accept the tender soon after his selection by the tender process failing which the EMD of the agency will be forfeited and the agency will be liable to pay for any loss incurred by JCI due to such action of his. Guidelines laid down in CVC circular number 4/3/18 dated: 03.03.2018 is to be followed for negotiation with the lowest bidder.

### **Eligibility Criteria:**

1. The Registered Office of the Agency/ Any local Office should be located in Odisha. Necessary documents/certificates in support of the registered Office/Local Office should be provided self-attested.
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.
4. The Agency should have an average minimum annual turnover of **Rs.5.00 lakhs** during last 5 financial years ending 2020-21. A copy of the turnover statement duly certified by the C.A to be uploaded.
5. Audited annual accounts along with ITR for the 3 financial years i.e , 2018-2019 & 2019-20 & 2020-21 to be uploaded. In case of audit and ITR for the F.Y-2020-21 has not been completed relevant documents for the F.Y 2017-18 to be uploaded for evaluation of last three-year annual turnover.
6. The Agency should have its own Bank Account. Documentary evidence to be uploaded.
7. The agency should have good network across Odisha for providing car services.

8. The agency should be able to provide 24x7 services. The agency should be prepared to provide the services on Saturday/Sundays/ Holidays besides normal working days, if so required by the Corporation.

9. The Agency should be having valid PAN, certificate to be enclosed.

10. Name, address and contact details of the clients where the service is being rendered to be provided in bidders' letterhead.

11. Any act on the part of the Bidder to influence anybody in JCI is liable for rejection of the Bid. This may lead to black listing to bidder.

13. Documents not confirming to the requirement will be rejected and no correspondence thereof shall be entertained whatsoever.

14. The bidder should not have been blacklisted by The Jute Corporation of India Ltd. or by any other Company / Contract has not been terminated JCI or by any other company.

And The Bidder should not be under liquidation; court receivership or similar proceedings, should not be bankrupt.

A declaration to be provided regarding the matter in bidder's letter head.

15. Past Experience of Similar Services and Qualifying Criteria (proof of documents also required to be uploaded)

### **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. The seats shall always be covered with neat and good quality seat covers, towel. The Cars should not be dented/ damaged. No payment shall be made if the vehicle is found in dirty or shabby condition.
2. The Cars should be having Commercial Vehicle with upto date Road Tax Certificate of Fitness (CF), Pollution Certificate and be insured comprehensively and must comply with pollution control norms applicable and as amended from time to time by the Central/ State Govt. authorities.
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 cell-phone duly activated which must always be switched on and must be conversant with the local language (English, Odia, Hindi)
6. The firm should have an adequate number of telephones for contact round the clock and these may be conveyed to this office.
7. The bid participant will be responsible for any kind of legal litigation (including administrative authorities within the state) regarding the car and driver.
8. The firm should have a provision to provide service for 24x7.
9. The persons engaged by the party shall be considered servants / employees of the contractor and not of The Jute Corporation Of India Limited & that the contractor shall not hold The Jute Corporation Of India Limited for any responsibility arising out for any malice done by the persons engaged by the contractor & also all liabilities resulting from the damage done by the persons are the obligation of the contractor. Any claim for accident of any such persons, including liabilities for compensation under any workman's compensation act applicable, either state or center, are the responsibility of the contractor & the contractor is solely accountable for where any such claims arise or to be caused by negligence of contractor's employees. Contractor shall also indemnify JCIL against all liabilities & responsibilities arising out of the contract.
10. Rates once finalized will be fixed at least for a period of one year and will not be changed in case of upward/downward change in rates in fuel prices.
11. 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.
12. The driver provided by the contractor should fulfil the following conditions:
  - i. Should be in possession of valid driving license issued by RTO.
  - ii. Should not smoke; chew Pan / Pan Masala / Tobacco.
  - iii. Should be conversant with the routes of all Government buildings and important roads within Bhadrak and Odisha.
  - 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, for which tour has been conducted and get the same authenticated by the user officer/staff
13. No additional terms & conditions over and above the conditions stipulated above shall be entertained by Corporation.
14. Actual parking charges / Toll charges will be payable along with the monthly bills, only upon submission of the parking bills / toll receipts etc.

15. If the contractor after submission of proposals and due acceptance of the same i.e. after the award of contract, fails to abide by the terms and conditions of these tender documents, or fails to complete his contract period or at any time repudiates the contract, the Corporation will have the right to delist the empanelment of the car hiring proposals.

16. At times, Corporation may need additional number of vehicles on specific days in connection with any conference/ meeting/official travelling. The lowest bidder should be responsible to arrange for additional demand of vehicles.

**17. Arbitration: -**

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

(i) 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 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 log book/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. Any kind of alteration/overwriting/cutting/modifications in car log book/duty slip/invoices will not be accepted, the same will lead to cancelation/rejection of the invoice.
3. The Corporation shall be at liberty to withhold any of the payments in full or in part subject to any non-compliance.
4. Duly signed bills shall be submitted along with the duty slips of car's usage signed by the officer who used the vehicle.
5. If on any occasion it is found that the driver of any vehicles has made wrong entries the duty slips relating to time and kilometre reading of start or closing of duty/ journey the contractor shall be responsible for the same. The office reserves the right to withhold full payment of the day in respect of such vehicle.
6. 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 allowable will be maximum 30 minutes on either side.
7. Payment to be made within 15-20 working days from the receipt of bill along with requisite documents.
8. The PF, ESI challans (if any) along with proof of salary/wages paid to the drivers to be enclosed. If anybody is not willing to be enrolled under PF, valid declaration to be enclosed with the bill.
9. Declaration to be provided by the bidder in his letterhead for non-raising of e-invoice as per GST act.
10. Applicable taxes under Income Tax Act/GST Act will be deducted from invoices.
11. Provisions under Income Tax Act/GST Act will be applicable as per the law.

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

**Non Compliance Clause:** The clause 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 fail to supply the requisite number of vehicles, this office reserves the right to hire the cars from other car vendor at the risk and cost of the firm. The cost difference between the alternative arrangements and tender value will be recovered equally from the firm.

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**

The contract will be valid for one year initially from the date of award and can be extended for another year with the mutual consent of the both parties (i.e JCI & The Agency). No request of hike in approved rates for supply of cars will be entertained.

However, decision of JCI in this regard will be final.

**Location of Garage:** - The location of garages for the deployed cars will be preferred as per the locations mentioned below

- A. Garage location preferably in the area of Bhadrak.

**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 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 2 months advance notice to JCI without assigning any reasons.



Annexure-1

**THE FOLLOWING DOCUMENTS TO BE SUBMITTED FOR EVALUATION OF TECHNICAL CRITERIA**

SL NO	Name of Documents	Status
1	The Registered Office of the Agency and any local Office should be located in Odisha and Bhadrak respectively. Necessary documents/certificates in support of the registered Office and Local Office should be provided self-attested Valid Trade Licence to be enclosed.	
2	In case of partnership firms, a copy of the partnership agreement, or General Power of Attorney duly attested by a Notary Public, should be 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 2018-2019,2019-20, &2020-21 <b>(Pre-qualification criteria)</b>	
4	The Agency should have an average minimum annual turnover of <b>Rs. 5.00 lacs</b> during the financial years i.e 2018-2019 & 2019-20& 2020-21(in case , if audit for the F.Y-202-21 has not been completed , turn over for the F.Y -2017-18 to be considered). 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 , 2018-2019 & 2019-20 & 2020-21 to be uploaded. In case of audit and ITR for the F.Y-2020-21 has not been completed relevant documents for the F.Y 2017-18 to be uploaded for evaluation of last three year annual turnover.	
6	The Agency should have its own Bank Account. Documentary evidence to be enclosed.	
7	The agency should have All Bhadrak/Odisha network for providing car services.	
8	Total No. of CAR available with the agency Swift Dezire Cars or equivalent in sedan category and Innova Crysta or equivalent in SUV category.(All supporting to be attached)	
9	The agency should be able to provide 24x7 services. The agency should be prepared to provide the services on Saturday/Sundays/ Holidays besides normal working days, if so required by the Corporation.	
10	The Agency should be having valid PAN, GST and if MSME, certificate to be enclosed.	
11	P.F, E.SI and all other statutory compliances as applicable shall be compulsorily to be met by the vendor company.	
12	Contact number to be provided for 24X7 purpose and Name, address and contact details of the clients where the service is being rendered to be provided.	
13	The agency should be able to provide 24x7 services. The agency should be prepared to provide the services on Saturday/Sundays/ Holidays besides normal working days, if so required by the Corporation.	
14	The bidders have not been blacklisted by The Jute Corporation of India Ltd. or by any other Company / Contract has not been terminated JCI or by any other company. A declaration to be provided regarding the matter in bidder's letter head.	

Seal & Signature of the Tenderer

Special Terms & Conditions of the Contract –

1. The selected bidders are required to provide Swift Dezire Cars or equivalent in sedan category and Innova Crysta or equivalent in SUV category, not older than 3 years maximum considering the date of placement of order. (requisite papers to be provided before deploying of car)
2. The final number of cars to be deployed will be as per the instruction of the officials of The Jute Corporation Of India Limited.
3. Additional terms and conditions will also be placed from Corporation's end.

**Tentative Location Point For Reporting of Cars:- Bhadrak Area**

**Kindly Note: - All the bidders should submit the tender document along with all supportive documents sealed, signed on all pages as an acknowledgement of acceptance, else the same would be liable for rejection.**

**INSTRUCTIONS TO BIDDER**

1. The bidders are requested to follow and abide by the document and submit the documents accordingly.
2. The bidders are instructed to quote price as per price bid format enclosed and attached

**Financial Bid  
(Duly Filled by the Bidder)**

The bidders should quote price on per KM basis & hourly basis, as per the following format

SI No	Make/Name of Vehicle	AC/ NON AC	Rate per KM	Rate per hour
1.	Swift Dezire or its equivalent			
2.	Innova crysta or its equivalent			
3.				
4.				

Other Charges, if any –

- Applicable tax rates - ...../- or .....%
- Any other Charges ...../-

A. Night Charges will be admissible @ Rs.200/- (flat) , when car will be used for more than 03 hours beyond the normal working hours on any particular day.

B. Outstation Charges will be applicable where night stay is required: –

- 1. Rs. 700/- per night if no fooding , lodging provided
- 2. Rs. 200/- per night if fooding, lodging provided.

Seal & Signature of the Tenderer

**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.

**SIGNING OF CONTRACT:**

The successful bidders shall execute an agreement with the Corporation on Non- Judicial stamp paper of value not less than Rs. 100/- within 15 days of written communication for acceptance of lowest rates. The stamp duty shall be borne and paid by the Service Provider.

The empanelment shall be initially for a period of one 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.

Sd/-  
Regional Manager  
Bhadrak RLD