

**School of Planning and Architecture, Bhopal**  
(An Institution of National Importance, Ministry of HRD, Govt. of India)



**Tender Document  
For  
HIRING OF VEHICLES**

Tender No. : SPAB/NIT/2018-19/RGO/13

Dated: 14.11.2018

**School of Planning and Architecture, Bhopal**  
(An Institution of National Importance, Ministry of HRD, Govt. of India)  
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## SECTION – 1

No.: SPAB/NIT/2018-19/RGO/ 13

Dated: 14.11.2018

### **TENDER NOTICE**

Sealed tenders on behalf of the Director, School of Planning and Architecture (SPA), Bhopal are invited under **Two Bid System** i.e., Technical Bid and Financial Bid from reputed, experienced and financially sound company/ partnership firm/ firm for providing vehicles to SPA, Bhopal. The contract could be extended on year basis maximum up to 3 years. Institute reserves the right to accept/reject/cancel the whole tender or a part of the whole tender.

#### **Contents:**

1. Technical Bid –Tender Procedure, Terms, Conditions and Requirements
2. Financial Bid

The Tender document including Terms & conditions can be downloaded from the Institute website ([www.spabhupal.ac.in](http://www.spabhupal.ac.in)).

***All pages should be signed and sealed.***

1. **Schedule:**

Name of work	Selection of firm for hiring of vehicles
Cost of tender document	<b>Tender Fee of ₹ 2500/-</b> ( Non refundable ) The amount shall be transferred through NEFT/RTGS online payment (Canara Bank, Bhauri Branch, Account No. 2073201002565, and IFS Code: CNRB0004725 Name: Internal Receipt SPA Bhopal). <b>RTGS/NEFT slip need to be attached with the Technical Bid otherwise bid shall be disqualified.</b>
EMD:	<b>EMD of ₹ 250000/-</b> (refundable but non-interest bearing) The amount shall be Transfer thorough NEFT/RTGS online payment(Canara Bank, Bhauri branch, Account No. 2073201002565, IFS Code: CNRB0004725 Name: Internal Receipt SPA Bhopal) <b>RTGS/NEFT slip attached with the Technical Bid otherwise bid shall be disqualified.</b>
Pre-Bid Meeting	26 <sup>th</sup> November, 2018 at 15:00 hrs at Conference Room, Senate Block.
Last date & time for submission of Bid	4 <sup>th</sup> December, 2018 up to 17:00 hrs
Date and time of opening of Technical bid	6 <sup>th</sup> December, 2018 at 16:00 hrs. at Conference Room, Senate Block.
Date and time of opening of Financial bid	Will be notified to bidders qualified in technical bid through Email, phone etc.
To whom the tender documents can be submitted	Bids shall be sent to <b>Assistant Registrar (S&amp;P), SPA, Bhopal, Neelbad Road (Landmark: Bakania Depot), Bhauri, Bhopal (M.P.) – 462 030</b>

1. The Technical bid in the prescribed forms duly completed and signed should be submitted in a sealed cover super scribing “**Technical Bid for Hiring of Vehicles**”. Similarly the Price Bid in prescribed forms duly completed and signed shall be submitted in a separate sealed cover super scribing “**Price Bid for Hiring of Vehicles**”. Both the covers should put in a single large cover along with EMD & cost of application form super scribing “**TENDER FOR HIRING OF VEHICLES**” should be put in a Tender Box kept in Security Office, Gate Complex, Bhauri Campus or send by speed post/courier to the Asst. Registrar, Stores & Purchase Section, SPA – Bhopal, Neelbad Road, Bhauri, Bhopal (M.P.) – 462 030 so as to reach us on or before 4<sup>th</sup> December, 2018 up to 17:00 hrs.
2. The Price Bid envelope must contain following:
  - (i) Financial Bid – 1 [Price for Hiring of Buses]
  - (ii) Financial Bid – 2 [Price for Hiring of Buses (As per requirement)]
  - (iii) Financial Bid – 3 [Price for Hiring of Cars vehicles]
  - (iv) Financial Bid – 4 [Price for Hiring of Cars vehicles (As per requirement)]

## SECTION – 2 ELIGIBILITY CRITERIA

All the Firms/contractors must fulfil the following eligibility criteria and submit the documents and the declarations (duly self-attested with stamp) in support of their credentials along with the Technical Bid. The Financial Bids of only those bidders who meet all the eligibility criteria will be considered for opening. The bids not meeting the criteria and not accompanied with the requisite documents shall be treated as non-responsive hence rejected; and, the corresponding financial bid shall also not be opened.

1. The Firm must have valid registration no. to operate functions in the area of travel & transport business.
2. The Firm must have at least 04 nos. of buses registered in the name of firm or owner of the firm (In case of bidding for supply of buses) & at least 03 nos. of cars registered in the name of firm or owner of the firm (In case of bidding for supply of SUV's & cars), RC copy attached with technical Bid. Firm has to supply only those vehicles which are registered in the name of the firm.
3. The Firm must have registered office in Bhopal. In case of not having office in Bhopal they can submit an undertaking to start an office at Bhopal within one month of award of contract failing which the contract shall be cancelled and the EMD will be forfeited.
4. The Firm must have GSTIN Number and submit a self-attested copy of certificate of Registration.
5. The Firm must submit Permanent Account Number and submit a self-attested copy of PAN card.
6. The Firm must have submitted Income Tax Return for last three years (2015-16, 2016-17 & 2017-18). Copy to be attached with technical Bid.
7. The Firm must have overall experience of 03 years in supplying vehicles to Education Institution (s)/ Govt. organization/ PSUs/ IITs/ NITs etc.
8. All the vehicles must be of January 2016 or latest model/ registration with specific make and model in NIT.
9. The Firm must have **minimum turnover of ₹100 lakhs or more per year for last three financial years**. Certificate from Chartered Accountant must be submitted for last three years (2015-16, 2016-17 & 2017-18).
10. Contractors must attach an undertaking with regard to compliance of all statutory obligations of Government of India.
11. An undertaking to the effect that the firm has not been blacklisted/ banned/ suspended/ debarred from any organization/ institute and no case is pending with the police or in court of law against their name, duly notarized. If the same is found at any point of time in any circumstance, the contract shall be terminated and performance guarantee shall be forfeited.

12. Selected firm shall be required to submit **Security Deposit/Performance Bank Guarantee (10% of the total approx annual turnover)** in the event of award of contract within 15 days of issue of Letter of Acceptance (LOA). The letter for award of contract will be issued to you only after receipt of above performance guarantee. The contractor, after receipt of work order, will enter into a contract agreement as per Performa attached as Annexure-VI.
13. Copy of entire tender document must be numbered page-wise and duly self-attested and stamped on each pages as a token of acceptance of our terms and conditions.
14. The bidder must submit at least three Customer Satisfactory Performance Reports (CSPR) where the Firm has been working/worked during last three years. Out of three, one letter should be from the present organization where vehicle services are being provided by the Firm as on date.

#### **EVALUATION OF TECHNICAL BID**

- a) A committee constituted by competent authority will open the Pre-qualification/ Technical Bids in presence of the Bidders or of their representatives who choose to attend at the appointed place and time. They must bring proper authorization from their firm/ firm at the time of opening of the bids failing which they will not be allowed to participate in the opening of process.
- b) The bid of any firm who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.
- c) The bidder must produce the original documents towards the eligibility/ qualifying criteria on the date of opening of tender for verification. Besides this Institute reserves the right to verify the document so submitted from those Institutes/ organizations who issued such certificates.

#### **EVALUATION OF FINANCIAL BID**

- a) Financial bids of technically qualified bidders will only be opened for evaluation in their presence with prior intimation.
- b) The financial bid shall contain the exact charges as applicable against the vehicles (as per the tender) in dry lease/ daily basis/ per km/ per hour as the case may be. Further, the Institute also reserves the right to cancel financial bid of any Firm if it is found that the charges quoted are unreasonable or unjustified.

## SECTION – 3

### TERMS & CONDITIONS

1. The vehicle must be in excellent condition and must **have registration of the vehicle as on January 2016.** Charges must be quoted as per the models specified in the financial bid form.
2. The colour of vehicles shall be **yellow for buses** and **white for other vehicles** (SUV & cars). The hiring of vehicles is initially for a period of one year (may be extended further every year up to a maximum of 03 years (including initial one year), based on satisfactory performance from the date of contract or effective date. The period of contract may be curtailed or extended depending upon the performance of the firm and requirement of the Institute. The Vehicle should run with Petrol/ Diesel only. Vehicle with LPG etc., will be not be accepted.
3. The vehicles are required on monthly basis. In case of the absence of the Driver, the firm has to provide the substitute. If the firm fails to provide the substitute of Driver/ vehicle, a penalty as per clause 38 of section 3 shall be imposed.
4. The buses will be discontinued during summer and winter vacation, as per requirement of institute for 15 days or for whole month. For which notice will be issued to the firm by the Institute prior one month and no payment for this period shall be made to the firm.
5. The firm shall deploy helper/ cleaner in all the buses in absence of this, penalty @ ₹500/- per day per person shall be imposed on the contractor. In case of frequent violation, the contract may be terminated by the Institute. The Driver(s) and Helper(s) deployed should not be below 18 years.
6. The firm will take care of Insurance of the Vehicles as well as of the Drivers/ Helpers.
7. The driver running the vehicle should have valid driving license and the vehicle should be registered with the concerned authorities of Govt. of Madhya Pradesh. A certificate to this effect should be provided. The driver of the vehicle must follow traffic rules and other regulations prescribed by the Govt. from time to time. Original copies of Registration, Insurance of Vehicle & Driving License of Driver must be produced before engagement of vehicle. In case of any change of driver or contact number of driver prior permission / information of the institute shall need to be taken.
8. The drivers must observe all etiquette and protocol while performing the duty. He must be neatly dressed, should wear **proper uniform** to be decided by the Institute at the time of engagement for which no extra payment will be provided and must carry a mobile phone in working condition, for which, no separate payment shall be made by the Institute. All drivers should be provided with mobile phones.
9. Driver provided by the firm should have at least 3 year's experience of commercial vehicle driving.

10. The firm shall be responsible for any thefts/ burglary/ damage caused to the students/ employee/ guest of the Institute travelling in the vehicle(s). The compensation arising out of such activities shall be borne by the firm.
11. All maintenance servicing of the vehicles should be done by the firm at their own cost. The interior and exterior conditions of the vehicles should be well maintained.
12. In case of break down, the firm will be responsible for repair and maintenance of the vehicle and will arrange alternate vehicle within one hour. Institute will not pay any type of compensation for replacement/maintenance/ damage of the vehicle.
13. Total breakdown period excluding routine maintenance in a year should not exceed 12 days. If exceed 5% penalty of annual hired value of particular vehicle shall be imposed.
14. In case of frequent violation of the terms and conditions, the contract can be terminated forthwith at the cost of the firm.
15. The vehicles provided to the Institute must have valid permits from the concerned authorities.
16. The Institute is not bound to accept the lowest rates and reserves the right to accept tender in whole or in part or can reject it entirely without assigning any reason.
17. In case of default or abrogation of the condition stipulated, the EMD shall stand forfeited.
- 18.. The vehicle is to be delivered within 15 days from the date of issue of the offer or from the effective date.
19. The firm should submit their bid(s) in the format attached.
20. The firm shall abide by all statutory laws, rules and regulations of the State Govt. & Central Govt.
21. All the certificates, testimonials desired in tender as per the eligibility criteria will be verified with the original documents to be presented by the firms on the date of opening of Technical bids. Accordingly all the bidders desirous in participating in bidding process must attend the bid opening and come prepared with the entire original documents of which copies have been submitted with the tender for verification. Any bidder is found absent on the date of opening or fail to submit the original documents; their offers will be summarily rejected.
22. No manpower should be engaged exclusively for this contract; when the contract terminates there shall be no physical or normal pressure on the Institute, on grounds of "person displaced from job". The institute shall not entertain such claim.
23. During the contract period, all safety measures must be taken care by the firm for the vehicle and the personnel engaged under this contract. Any safety



hazard occurring during the lease period shall be the sole responsibility of the Firm. The Institute shall in no way be liable for any such incident occurring during or in connection with this contract.

24. The Institute rules shall be binding for execution of the contract. Further in case of any dispute arising out of or in connection with the aforesaid contract either during subsistence of the contract or thereafter, Director, SPA, Bhopal is the sole arbitrator to decide the same or his decision is final and binding on both the parties. If differences persist even after arbitration and there are compelling reasons to go to the court, it will be decided in the court of Bhopal only.
25. The vehicle can be de-hired at any point of time, giving prior notice of one month considering the requirement of the institute for which no payment will be made by the institute. In case of unsatisfactory services the contract of the firm may be terminated giving one week's notice.
26. The Firm (contractor) should make arrangement of his own for the stay/ accommodation of the drivers and helpers so that the latter remains available at all reasonable hours of the day.
27. No escalation in price on account of any reason whatsoever will be allowed during the term of the contract. The contract price shall be inclusive of all types of taxes, duties, levies, check gate, parking and service charges.
28. The Institute reserves the right to cancel/ reject any or all proposals without assigning any reason thereof.
29. The institute reserves the right to accept whole or any part to the tender and the same shall be binding on the contractor.
30. The need of the vehicle may increase/ decrease in future. It is not necessary that all vehicles as stated in the tender Document will be hired. The vehicle will be hired as per requirement of the Institute.
31. The contract cannot be outsourced to third party.
32. The start and releasing point of vehicle will be SPA Bhopal, Bhauri.

33. **PENALTIES**

Sr. No.	Reasons of Penalty	Amount
1.	Not reporting at all for duty	10% of the amount equal to monthly billing. In case of repetition, the contract may be terminated.
2.	For late reporting per occasion	
3.	Unclean or non road worthiness vehicle deployed	
4.	Misbehaviour of driver / non following instruction of SPA Bhopal	
5.	Any lapse notice during operation of contract other than listed in clause of penalties	

The decision of SPA Bhopal on all type of penalties shall be final and binding on the firm.

34. **PERFORMANCE GUARANTEE:**

The successful Agencies shall have to deposit **5% of the total approx annual payment** towards Performance Bank Guarantee by way of Demand Draft/ Bank Guarantee issued by a Nationalized/ Scheduled Commercial Bank in favour of Director, SPA, Bhopal. The bank guarantee should be valid for 60 days beyond the period of contract.

**TECHNICAL BID – HIRING OF VEHICLES  
QUALIFYING REQUIREMENT DATA**

Sl. no.	General particulars of the Firm	Details to be filled up by the contractor		
1.	(a) Name of the Firm			
	(b) Registered address			
	Telephone nos., mobile no.			
	E-mail ID			
	(c) Year of Establishment/ Incorporation			
	(d) Authorized Person's a. Name & Designation b. Tel. No. Landline c. E-mail ID: d. Mobile e. fax:			
2.	Type of Firm: Private Ltd./ Public Ltd./ Cooperative/ NGO/ PSU. (Please enclose copy of Memorandum/ Articles of Association/ Certificate of Incorporation)			
3.	Details of bid document amount (tender fee) <b>DD or RTGS/NEFT slip to be attached with the Technical Bid otherwise bid shall be disqualified.</b>	DD or RTGS/NEFT UTR No	Date	Amount

Note: Firm/contractors not submitting full information/ documents at the first instance shall be rejected.

Signature with stamp: \_\_\_\_\_

Date: \_\_\_\_\_

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

**TECHNICAL BID – HIRING OF VEHICLES  
QUALIFYING REQUIREMENT DATA**

4.	Details of Earnest Money Deposit (EMD) <b>DD or RTGS/NEFT slip to be attached with the Technical Bid otherwise bid shall be disqualified.</b>	DD or RTGS/NEFT UTR No	Date	Amount		
5.	The firm/ firm should be registered with GSTIN (Copy of self-attested certificate attached)	GSTIN No.				
6.	The firm/ firm should have PAN No. (Copy of self-attested certificate attached)	PAN No.				
7.	The bidder should have at least three (3) years' experience in work of similar nature with Govt. offices/ IITs/ NITs/ PSU's etc., (Copy of the same to be attached)	Yes/ No				
8.	Details of Buses and Cars as per eligibility criteria point no 2 page no 5					
	Bus Reg. No.	Owner Name	RC Valid till	Car Reg. No.	Owner Name	RC Valid till
9.	Copy of Work Order & Satisfactory Performance Report from at least three clients where the Firm has been working/ worked during last three years attached (Out of three, one letter/report should be from the present organization where vehicle services are being provided by the Firm as on date.)	Yes/ No				
10.	IT Returns for the last three years (15-16 ,16-17 & 17-18) (Copy of the same to be attached)	Yes/ No				

Note: Agencies/ Bidders not submitting full information/ documents at the first instance shall be rejected.

Signature with stamp: \_\_\_\_\_

Date: \_\_\_\_\_

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

**FINANCIAL BID – 1  
PRICE FOR HIRING OF BUSES**

Sl. no.	Name of the vehicle	Rate for 12 hrs (monthly basis) Up to 2500 KMS (inclusive of all taxes and cost)	Rate for 24 Hrs (monthly basis) Up to 2500 KMS (inclusive of all taxes and cost )	Charges per extra km, if bus is used beyond 2500 km per month (inclusive of all taxes and cost )	Extra Hrs Rate
1	2	3	4	5	6
1.	Not less than 42 seater bus (NON-AC)			Rate quoted in column 3 or 4/2500*extra km run = (Extra Km Charge) 60% of the extra km cost to be paid	Rs. 75 per hr. will be paid on reimbursement basis

- **Criteria for determining Lowest Bidder: Lowest bidder will be determined on the basis of our requirement as mentioned above category 3 & 4.**

**FINANCIAL BID – 2  
PRICE SCHEDULE FOR MONTHLY RATE CONTRACT VEHICLE**

S. No	Type of Vehicle	Railway Station Pick/Drop		8 hrs./ 80 km		Outstation Charges for minimum running 250km/day for 24 hrs.		Extra Per km charges for local & outstation		Extra per hrs charges for local & outstation	Night Charge
		AC	NAC	AC	NAC	AC	NAC	AC	NAC		
1	2	3		4		5		6		7	8
1	Not less than 42 seater bus										

- **Criteria for determining Lowest Bidder: Lowest bidder will be determined on the basis of our requirement as mentioned in column 3 to 5.**
- **Rates for Above financial BID-1 and BID-2 should be Inclusive of all taxes and cost like Fuel , oil, driver & cleaner expenditure, Vehicle Maintenance Cost, Insurance, Road Tax GST .**
- **Permit charges for outstation, Parking and toll tax reimbursement on the submission of Slip with Bill. Buses are required to carry students/ staff etc., from Bhauri campus to City etc., and other places as hired.**

Signature with stamp: \_\_\_\_\_

Date: \_\_\_\_\_

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

## FINANCIAL BID – 3

## PRICE FOR HIRING OF SMALL VEHICLE

Sl. no.	Name of the vehicle	Rate for 12 hrs (monthly basis) Up to 2000 KMS (inclusive of all taxes and cost)	Rate for 24 Hrs (monthly basis) Up to 2000 KMS (inclusive of all taxes and cost )	Charges per extra km, if vehicle is used beyond 2000 km per month (inclusive of all taxes and cost )	Extra Hrs Rate
1	2	3	4	5	6
1	Honda City/ Hyundai Verna/ Toyota Corolla/ Maruti Ciaz			Rate quoted in column 3 or 4/2000*extra km run = (Extra Km Charge) 60% of the extra km cost to be paid	Rs. 75 per hr. will be paid on reimbursement basis
2	Toyota Innova				
3	Tata Indica				
4	Tata Indigo/ Swift Dizire				
5	Mahindra Bolero/Xylo				

- **Criteria for determining Lowest Bidder: Lowest bidder will be determined on the basis of our requirement as mentioned above category 3 & 4.**
- **Rates for Above financial BID-3 should be Inclusive of all taxes and cost like Fuel , oil, driver & cleaner expenditure, Vehicle Maintenance Cost, Insurance, Road Tax GST .**
- **Permit charges for outstation, Parking and toll tax reimbursement on the submission of Slip with Bill. Buses are required to carry students/ staff etc., from Bhauri campus to City etc., and other places as hired.**

Signature with stamp: \_\_\_\_\_

Date: \_\_\_\_\_

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

**FINANCIAL BID – 4**  
**PRICE SCHEDULE FOR MONTHLY RATE CONTRACT VEHICLE**

S. No	Type of Vehicle	Railway Station Pick/Drop		Airport Pick/Drop		8 hrs./ 80 km		Local & Outstation Charges for minimum running 250km/day for 24 hrs.		Extra Per km charges for local & outstation		Extra per hrs charges for local & outstation	Night Charge
		1	2	3	4	5	6	7	8	9			
		AC	NAC	AC	NAC	AC	NAC	AC	NAC	AC	NAC		
1	Honda City/ Hyundai Verna/ Toyota Corolla/ Maruti Ciaz												
2	Toyota Innova												
3	Tata Indica												
4	Tata Indigo/ Swift Dizire												
5	Mahindra Bolero/Xylo												

1. **Criteria for determining Lowest Bidder: Lowest bidder will be determined on the basis of our requirement as mentioned above category 3 to 6.**
2. **Rates for Above financial BID-4 should be Inclusive of all taxes and cost like Fuel , oil, driver & cleaner expenditure, Vehicle Maintenance Cost, Insurance, Road Tax GST .**
3. **Permit charges for outstation, Parking and toll tax reimbursement on the submission of Slip with Bill. Buses are required to carry students/ staff etc., from Bhauri campus to City etc., and other places as hired.**

Signature with stamp: \_\_\_\_\_

Date: \_\_\_\_\_

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

**AGREEMENT FOR VEHICLE HIRE****(On Non Judicial Stamp Paper of Rs.1000/-)**

This agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ between M/s \_\_\_\_\_ (herein after called the Contractor whose term includes its successors and assignees) whose registered office is at \_\_\_\_\_ and is registered under \_\_\_\_\_ and acting through its authorized official Sh. \_\_\_\_\_, and School of Planning & Architecture Bhopal. (Herein after called SPA Bhopal whose term includes its successors and assignees) whose registered office is situated at Neelbad Road, Bhauri, Bhopal (M.P.). The Contractor will provide Commercial vehicles on hire basis for to SPA Bhopal for official use on the terms and conditions herein contained, and rates as mentioned in Annexure-I to Annexure V. The "Contractor" has deposited Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as interest free Performance Security.

Now these present witnesses and it is hereby agreed and declared by and between the parties to these present as followings.

1. The Contractor shall during the period of this contract that is to say from \_\_\_\_\_ to \_\_\_\_\_ or until this contract is determined by such notice as herein after mentioned, will provide commercial vehicles not older than January 2016 year model, on the rates accepted as described in Annexure I to V to this agreement. It is agreed by the Contractor that number of vehicles required is likely to change and may be demanded according to the exigencies of service by SPA Bhopal.
2. The Contractor shall comply with all the terms and conditions of TENDER documents contained which are part and parcel of this agreement and forms integral part of this agreement and also the following.
3. The authorities of SPA Bhopal shall place an order for their requirement and will receive acknowledgement from the Contractor for supply of vehicles. It is anticipated that the Contractor will supply vehicles to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
4. The Contractor agrees with SPA Bhopal and with each authority competent to order that every contract of hire order should be subject to the terms of this Agreement for vehicle Hire and in the event of a conflict between these terms and the terms in hire order, the terms of this Agreement for vehicle Hire shall prevail.
5. Contractor will provide vehicles to SPA Bhopal not older than year January 2016 model, and registered for the commercial purpose only and taxes; insurance etc. due on such vehicles shall be the liability of the contractor.



6. The Contractor should provide the particular model or make of vehicle as agreed upon in the contract. SPA Bhopal only reserves the right to substitute it with another similar vehicle. If for any reason whatsoever the SPA Bhopal is not happy with the condition of the vehicle provided, the Contractor's nearest office will be informed immediately and they should accept and liability to replace it as per requirement. If for any reason the Contractor is not in a position to provide a substitute vehicle as demanded by SPA Bhopal then the SPA Bhopal will be free to engage a vehicle from the open market and debit the expenditure on account of it on the claims payable to the Contractor.
7. Contractor will submit bills to the Stores & Purchase Section of SPA Bhopal on monthly basis for release of payment SPA Bhopal.
8. The driver of the vehicle shall be provided with the duty slips by the Contractor where date, time Kms reading and places visited are to be filled in and signed by the users/ SPA officials. On the basis of these duty slips, the bills shall be raised to SPA Bhopal by the contractor.
9. If the Contractor fails to provide the vehicle to SPA Bhopal and if the service is not found satisfactory enough, the SPA Bhopal shall have the right to terminate the contract in whole or part.
10. In the event of any mechanical failure/ break down of vehicle after its reporting duty, the contractor shall arrange for replacement by another Commercial Vehicle. Non-compliance may attract penalty as per charges given in Tender Document.
11. In the event of failure on the part of contractor to supply vehicles as mentioned in the preceding paragraph, penalty as per charges given in Tender Document.
12. In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the contractor. SPA Bhopal shall have no liability whatsoever.
13. The Tender Document No. Dated which is annexed to this agreement, shall form part and parcel of this Agreement and integral part of this agreement.
14. That contractor is liable for any legal dispute/cases/claims that have arisen or may arise during the currency of the agreement in respect of vehicles provided by contractor. SPA Bhopal will not be liable for any loss, damages, etc. suffered/ to be suffered by contractor or third party as the case may be.
15. If for any reason the SPA Bhopal is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hire period, it will be reported to the Contractor in writing. The Contractor without raising any dispute on such assessment by SPA Bhopal regarding the standard of the vehicle provided or quality of service rendered by them may immediately replace it with another commercial vehicle on receipt of such complaint.
16. The Contractor shall also be liable for all fines, penalties, and issues related to parking of vehicles, traffic and other criminal offences arising out of or concerning

the use of the vehicle during the hire period and any toll Charges or entry Taxes payable locally and the Contractor accordingly indemnifies SPA Bhopal against all such liability.

17. The Contractor shall not act as a broker for other hire companies or any individual and the contract will be valid only if the company signing the contract supplies the vehicles themselves from their own fleet. The Contractor will also ensure that they will not supply the vehicles to SPA Bhopal which are either owned by employees of SPA Bhopal or their near relatives.
18. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Director, SPA Bhopal. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of Director, SPA Bhopal or by whatever designation such officers, may be called (hereinafter referred to as the said officer) and if the Director, SPA Bhopal or the said officer is unable or unwilling to act as such, than to the sole arbitration of some other person appointed by the Director, SPA Bhopal or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.
19. If the Contractor institutes any legal proceedings against SPA Bhopal to enforce any of its rights under this agreement it shall be in the legal jurisdiction of Bhopal where the vehicle has been hired and not the place where the Contractor has his registered office.
20. The Court at Bhopal alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender/ contract. It is specifically agreed that no court outside and other than Bhopal court shall have jurisdiction in the matter..
21. The Court at Bhopal alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender/ contract. It is specifically agreed that no court outside and other than Bhopal court shall have jurisdiction in the matter.
22. If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc., may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall be reason of such event to be entitled to terminate the contract in respect of such performance of their obligations. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

Signed \_\_\_\_\_

For and on behalf of SPA Bhopal  
Name (caps) \_\_\_\_\_  
Position \_\_\_\_\_  
Date \_\_\_\_\_

In the presence of Witnesses

Signed \_\_\_\_\_

For and on behalf of the Contractor  
Name(caps) \_\_\_\_\_  
Position \_\_\_\_\_  
Date \_\_\_\_\_

In the presence of Witnesses