

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



**Tender Document
For
HIRING OF VEHICLES (Bus)**

Tender No. : SPAB/NIT/2018-19/RGO/20

Dated: 13-03-2019

School of Planning and Architecture, Bhopal
(An Institution of National Importance, Ministry of HRD, Govt. of India)
Neelbad Road (Landmark: Bakania Depot), Bhauri,
Bhopal – 462 030 (M.P.)
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SECTION – 1

NOTICE INVITING TENDER

No.: SPAB/NIT/2018-19/RGO/20

Dated: 13-03-2019

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/ agency for providing vehicles in excellent condition with dry lease basis to SPA, Bhopal for an initially period of one year (to be extended every year up to a maximum of 03 years, based on satisfactory performance) from the date of contract or effective date, as per details given below:

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.spabhopal.ac.in).

All pages should be signed and returned.

1. **Schedule:**

Name of work	Selection of agency for hiring of vehicles (BUS)
Cost of tender document	Demand draft of ₹ 2,000/- (non-refundable) RTGS/NEFT Account No.- 2073201002565 Account Name – SPA BHOPAL Internal Receipts IFSC code- CNRB0004725 Canara Bank Branch - Bhauri
EMD: (refundable but non-interest bearing) only in the form of RTGS/NEFT Account No.- 2073201002565 Account Name –SPA BHOPAL Internal Receipts IFSC code- CNRB0004725 , Canara Bank Branch- Bhauri	EMD will be as follows: (i) Agencies desirous to apply for Hiring of Buses (Annexure – I(A)) – ₹ 1.50 lakhs
Pre-Bid Meeting	18-03-2019 at 15:00 hrs at QIP in conference hall
Last date & time for receipt of Bid	22-03-2019 up to 15:00 hrs
Date and time of opening of Technical bid	25-03-2019 at QIP conference hall 15:30 hrs
Date and time of opening of Financial bid	27-03-2019 at QIP conference hall 15:30 hrs
To whom the tender documents can be submitted	Bids shall be sent to Section officer (Stores & Purchase), SPA, Bhopal, Neelbad Road (Landmark: Bakania Depot), Bhauri, Bhopal (M.P.) – 462 030

2. 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 (BUS)**”. 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 (BUS)**”. Both the covers should put in a single large cover along with EMD & cost of application form super scribing “**TENDER FOR HIRING OF VEHICLES (BUS)**” should be put in a Tender Box kept in at maintenance cell SPA gate, Bhauri Campus or send by speed post/courier to the Section Officer, Stores & Purchase Section, SPA – Bhopal, Neelbad Road, Bhauri, Bhopal (M.P.) – 462 030 so as to reach us on or before the due date and time.

3. The Price Bid envelope must contain following:
(i) Financial Bid – 1 [Price for Hiring of Bus]
(ii) Financial Bid – 2 [Price for Hiring of Bus (Pick & Drop)]

Important Note:

(i) All the participants are hereby informed that they are requested to fill their rates for Financial Bid – 1, but Financial Bid – 2 PRICE SCHEDULE FOR MONTHLY RATE CONTRACT VEHICLE will not be considered / included for selection process.

(ii) Agencies / individuals who are desirous to apply only for Financial Bid – 2 PRICE SCHEDULE FOR MONTHLY RATE CONTRACT VEHICLE need not to submit EMD.

SECTION – 2 ELIGIBILITY CRITERIA

All the Bidders/ Agencies must fulfil the following eligibility criteria and submit the documents and the declarations (duly self-attested with stamp) in support of their claim 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 Agency/ Firm must have registered as travel agency or operation of transport business (tour operators) with Govt. of Madhya Pradesh.
2. The Agency/ Firm must have at least 03 nos. of buses registered in the name of firm or owner of the firm (In case of bidding for supply of buses).
3. The Agency 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 Agency must have GSTIN Number and submit a self-attested copy of certificate of Registration.
5. The Agency must submit Permanent Account Number and submit a self-attested copy of PAN card.
6. The Agency must have submitted Income Tax Return for last three years (2015-16, 2016-17 & 2017-18). Copies to be attached.
7. The Agency 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 2016 or latest model/ registration with specific make and model in NIT.
9. The agency must attach a turnover certificate dully signed by the chartered Accountant for the last three financial year i.e. F.Y. 2015-16, 2016-17, 2017-18. Minimum average annual turnover should not be less than INR 25 lakhs or more. Agency also must have attached a self declaration certificate for turnover of financial year 2018-19.
10. Bidders must submit an undertaking for providing Monthly Wages/ Salary to be paid to the drivers and cleaners (not less than the minimum wages) including provision of mobile phones, white uniform (two pairs), black shoes (2 pairs) and washing allowance as applicable for the drivers should be indicated by the bidders. They must enclose the breakup of the wages for drivers and cleaners.
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 contracted shall be terminated and performance guarantee shall be forfeited.

12. The desirous bidders must submit the required EMD for bid security with technical bid and agree to submit the **Performance Guarantee (5% of the total approx annual turnover)** on 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 in a contract as per proforma attached as Annexure IV)
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 Agency has been working/worked during last three years.

EVALUATION OF TECHNICAL BID

- a) The authorized representatives of the Institute will open the Pre-qualification/ Technical Bids in the 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/ agency 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 bidder 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 reserve the right to verify the document so submitted from those Institutes/ organizations who have issued such certificates.

EVALUATION OF FINANCIAL BID

- a) Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders 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 the financial bid of any agency 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 01.01.2016 of after**. Charges must be quoted as per the models specified in the financial bid form.
2. The colour of vehicle shall be **yellow**. The hiring of vehicles is initially for an initially 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 agency and requirement of the Institute. The Vehicle should run with Petrol/ Diesel only. Vehicle with LPG etc., will be not be accepted.
3. In case of the absence of the Driver, the agency has to provide the substitute. If the agency 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 de-hired during summer and winter vacation. For which notice will be issued to the agency by the Institute prior one month and no payment for this period shall be made to the agency.
5. The agency shall deploy helper/ cleaner in all the buses failing which 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 agency 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 drivers of the vehicle provided 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 selected by the agency will be at least 1 year experience of driving educational Institute vehicle before his engagement.
10. The agency 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 agency.

11. All maintenance servicing of the vehicles should be done by the agency at their own cost. The interior and exterior conditions of the vehicles should be well maintained.
12. In case of break down, the agency 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.
14. In case of frequent violation of the terms and conditions, the contract can be terminated forthwith at the cost of the agency.
15. The vehicles provided to the Institute must have valid permits from the concerned authorities.
16. All the drivers provided for the vehicles must have a valid driving license from the RTO.
17. The Institute reserves the right to relax any of the eligibility criteria given in the tender document for award of contract in the best interest of the Institute.
18. 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.
19. In case of default or abrogation of the condition stipulated, the EMD shall stand forfeited.
20. The vehicle is to be delivered within 15 days from the date of issue of the offer or from the effective date.
21. The agency should submit their bid(s) in the format attached.
22. The agency shall be abide by all statutory laws, rules and regulations of the State Govt. Central Govt. as per jurisdiction.
23. A pre-bid meeting will be conducted on 18-03-2019 at 15:00 hrs at Conference room, Amenities Block – II, SPA, Bhopal, Neelbad Road, Bhauri, Bhopal for clarification on the tender conditions. Anyone interested in participation in the tender process may attend the pre-bid meeting with prior intimation and proper authorization. Firms may get the doubts clarified in the meeting before submitting their bids.

24. 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/ agencies 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.
25. It is the responsibility of the agency to pay the wages to the drivers and helpers as per the Minimum Wages Act., as notified by the Ministry of Labour from time to time. The drivers/ helpers must be paid not less than the minimum wage. The contract may be cancelled if any complaints received from the drivers/ helpers in this regard.
26. 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.
27. During the agreement period, all safety measures must be taken care of by the agency 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 Agency. The Institute shall in no way be liable for any such incident occurring during or in connection with this contract.
28. 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, the 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.
29. 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 agency may be terminated giving one week's notice.
30. The Agency (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.
31. No escalation in price on account of any reason whatsoever will be allowed during the currency of the contract. The contract price shall be inclusive of all types of taxes, duties, levies, check gate, parking and service charges. No variation in above taxes, duties etc. will be entertained during the currency of the contract.
32. Parking of any vehicles is not allowed in the campus after the duty hours.
33. The Institute reserves the right to cancel/ reject any or all proposals without assigning any reason thereof.
34. The institute reserves the right to accept whole or any part to the tender and the same shall be binding on the contractor.
35. The need of the vehicle may increase/ decrease in future.
36. The contract cannot be outsourced to third party.

37. The start and releasing point of vehicle will be SPA Bhopal, Bhauri.

38. **PENALTIES**

Sr. No.	Reasons of Penalty	Amount
1.	Not reporting at all for duty	₹ 1000/-
2.	For late reporting per occasion	₹ 1000/- per hr. Or part thereof
3.	Unclean or non road worthiness vehicle deployed	₹ 2000/- per incident
4.	Misbehaviour of driver / non following instruction of SPA Bhopal	₹ 2000/- per day or part thereof
5.	Any lapse notice during operation of contract other than listed in clause of penalties	₹ 2000/- per incident

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

39. **ARBITRATION:**

In case of any dispute or difference arising out of or in connection with the tender conditions/ job order and contract, the institute and the contract will address the dispute/ difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Institute.

40. **JURISDICTION:**

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.

41. **FORCE MAJEURE**

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 obligations under the contract shall be resumes as soon as practicable after the event has come to an end or ceased to exist. 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.

42. **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 (14 months).

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

Sl. no.	General particulars of the Agency	Details to be filled up by the Bidder
1.	(a) Name of the Agency	
	(b) Registered address with 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) UTR no.	

Note: Agencies/ Bidders 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) UTR No.	
5.	The firm/ agency should be registered with Service Tax Department	S.T Reg. No. (Copy of self-attested certificate attached) Yes/ No
6.	The firm/ agency should have PAN No.	PAN No. (Copy of self-attested certificate attached) Yes/ 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., and must have executed the similar contract as mentioned in the eligibility criteria (Copy of the same to be attached)	Yes/ No
8.	Bus no. _____ & Reg. in the name of _____) Bus no. _____ & Reg. in the name of _____) Bus no. _____ & Reg. in the name of _____)	Copy of registration enclosed. Yes/ No
9.	Copy of Work Order & Satisfactory Performance Report from at least two clients where the Agency has been working/ worked during last three years attached	Yes/ No
10.	Certificate for average annual turnover duly approved and signed by the Chartered Accountant (Financial Year 2015-16, 2016-17, 2017-18) (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(i)
PRICE FOR HIRING OF BUSES**

S.N	Name of the vehicle	Rate for 24 Hrs. (Monthly basis) Up to 3000 KMs (Inclusive all taxes and cost) 24*7	Charges per extra km & Hrs., if bus is used beyond 3000 km per month (including all taxes)	Remarks, if any
1	2	3	4	5
1.	Not less than 52 seater bus (NON-AC)		Rate quoted in column 3/3000*extra km run = (Extra Km Charge) 60% of the extra km cost to be paid	

FINANCIAL BID – 1(ii)

Sl. no.	Name of the vehicle	Rate for 24 Hrs. (Monthly basis only for Saturday and Sunday) Up to 1500 KMs (Inclusive all taxes and cost) 24*2	Charges per extra km & Hrs., if bus is used beyond 1500 km per month (including all taxes)	Remarks, if any
1	2	3	4	5
1.	Not less than 52 seater bus (NON-AC)		Rate quoted in column 3/1500*extra km run = (Extra Km Charge) 60% of the extra km cost to be paid	

FINANCIAL BID – 1(iii)

Sl. no.	Name of the vehicle	Rate for 24 Hrs. (Monthly basis only for 15 days in a month) Up to 1500 KMs (Inclusive all taxes and cost) 24*15	Charges per extra km & Hrs., if bus is used beyond 1500 km per month (including all taxes)	Remarks, if any
1	2	3	4	5
1.	Not less than 52 seater bus (NON-AC)		Rate quoted in column 3/1500*extra km run = (Extra Km Charge) 60% of the extra km cost to be paid	

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 hrs charges for local & outstation		Extra Per km charges for local & outstation		Night Charge
1	2	3		5		8		9		10		11
		AC	NAC	AC	NAC	AC	NAC	AC	NAC	AC	NAC	
1	Not less than 52 seater bus											

- Buses are required to carry students/ staff etc., from Bhauri campus to City etc., and other places within Bhopal city
- Rates should be Inclusive of petrol, oil, driver & cleaner expenditure, Vehicle Maintenance Cost, Insurance, Road Tax etc.
- Criteria for determining Lowest Bidder: Lowest bidder will be determined on the basis of financial bid 1(i), financial Bid 1(ii) and financial Bid 1(iii)
- Buses are required to carry students/ staff etc., from Bhauri campus to City etc., and other places within Bhopal city.
- Contract can be awarded to multiple vendors (as per L-1 in relevant field).
Any shortfalls in running km. of any month can be used next subsequent month

Signature with stamp: _____

Date: _____

Full Name: _____

Address: _____

AGREEMENT FOR VEHICLE HIRE**(On Non –Judicial Stamp Paper of ₹ 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 III. 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 III 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. Not-compliance may attract penalty as per Clause 3 of Clause 3 of Section 3 of 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 37 of section 3 of TENDER Document shall be imposed.
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 the like of parking, 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.

Signed _____

For and on behalf of SPA Bhopal
Contractor
Name (caps) _____

Position _____

Date _____

In the presence of Witnesses
Witnesses

Signed

For and on behalf of the
Name (caps)

Position

Date

In the presence of