

**Madhya Pradesh Nurses Registration Council, Bhopal**

**TENDER DOCUMENT**

**FOR**

**ANNUAL RATE CONTRACT FOR SUPPLY OF VEHICLES**

Three handwritten signatures in blue ink are located on the right side of the page. The top signature is a cursive 'A. Sachin'. Below it is a signature that appears to be 'M. B.'. To the left of these two is a signature that appears to be 'R.'. To the right of the 'M. B.' signature is a signature that appears to be 'A. Katar'.

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## 1. Work Details and Fact Sheet

1. Tender are invited for empanelment of travel agency (s) for providing various categories of Air-Conditioned vehicles (Sedan/XUV cars etc.) on Monthly/daily rate contract basis. Generally, two vehicles would be required on monthly rate contract basis and some on day to day/ call basis, as and when required. However, there is no minimum guarantee of Number of vehicles and it will vary as per immediate requirement Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh.
2. The passenger vehicles, as and when required, will be for use of Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh officials and Staff and / or visiting officials, generally within Bhopal, however may occasionally require to travel outside Bhopal on tours to other area generally within the state of Madhya Pradesh, but on time may require travelling outside of Madhya Pradesh (In case of travelling out of state travel agency may send other vehicle of same category then the regular attached / in service vehicle)

### 3. Fact Sheet Important dates and information for Bidders

1	Tender No.	MPNRC/Vehicle Hiring/2023/.....
2	Publish Date	11/09/2023
3	Document Download Date	11/09/2023
4	Particulars of the work	ANNUAL RATE CONTRACT FOR PROVIDING VEHICLES
5	Bid Submission Start Date	11/09/2023
5	Bid Submission End date & Time	30/09/2023
6	Bid Opening date and Time	03/10/2023
7	Period of Validity of offer	90 days
8	Location	Madhya Pradesh
9	Pin code	
10	Place of opening of tender	Madhya Pradesh Nurses Registration Council, Bhopal, M.P
11	Product Category	Vehicle Service.
12	Tender Invited by	Registrar, MPNRC, Bhopal Madhya Pradesh
13	Date of Opening Financial Bid	04/10/2023
14	Mode of Submission of Tender	Online on <a href="http://mptenders.gov.in">http://mptenders.gov.in</a>
15	Earnest Money Deposit	Rs 25,000 (Fifty thousand only)
16	Availability of Tender Document	Can be downloaded from website <a href="https://mptenders.gov.in/">https://mptenders.gov.in/</a>
17	Cost of Tender Document	Rs. 1000/- ( <del>ONE</del> Thousand only) (Non-Refundable) Portal charges if any to be paid.
18	Performance Security	Rs 50,000 (Fifty thousand only)
19	Method of Selection	Least Cost Selection (LCS)



## 2. Eligibility Criteria

1. Should be registered entity/ firm under relevant act in India (e.g., MP Shop establishment Registration, Company act etc.)
2. Should have a GST and PAN registration in the name of bidder, valid on the date of bid submission.
3. Should have experience of providing desired services (not less than two vehicles on monthly contract basis) to at least two Govt. Organizations/University/Govt. Undertaking for at least one year on the date of bidding.
4. Should Provide Work Order Copy.
5. Should have turnover of at least 10 lakhs per annum for last financial year 2021-22& 2022-23 should provide certificate from chartered Accountant to support this.
6. Should have clear track record and should not have been banned/ blacklisted by any Govt. Organization/ University/ Govt. Undertaking. A self-declaration certificate would be required to provide in this respect.
7. Should have at least 3 vehicles registered on Bidder/Agency name or owner/partner name under RTO taxi quota.

## 3. Submission of Tender Document –

The tender document must be submitted with following documents on MP Tenders website (<https://mptenders.gov.in/>)-

1. Cover letter.
2. Signed and stamped bid document along with general terms & conditions & required documents
3. The Cost of Tender Rs 1000/-. (Three Thousand Only) (Non-refundable) would be deposited online Through MP Tenders and Portal charges to be paid if any.
4. Earnest Money of (EMD) Rs 25,000/- (Fifty Thousand Only) deposited online only otherwise the tender will not be opened.
5. The EMD of successful bidder would be remained as security deposit and the EMD of non-Qualifying Contractors will be returned within a month.
6. Financial bid to be submitted in prescribed format Online on MP Tenders website (<https://mptenders.gov.in/>)

## 4. General Terms and Conditions

1. Performance Security: - The successful bidder shall deposit an amount of Rs. 50,000/- (Fifty Thousand) within 2 weeks of conveying Registrar Madhya Pradesh Nurses Registration Council, Bhopal intention for accepting the bid as performance security. Performance security shall be submitted in the form of bank guarantee issued by a Nationalized/scheduled bank and the Proforma provided in Annexure- I of the bid document. Performance security will be discharged after completion of contractor's performance obligation under the contract.
2. The vehicles should not be of a model prior to January 2022, must be in excellent running condition



- with proper covers/ shades and air-condition/ heater.
3. While on the monthly contract, the vehicles will be generally used for six days a week, 12 hours a day basis as per the requirements of the Office but if needed the vehicle's Driver may also be called occasionally on and beyond the prescribed hours. However, one day off (generally Sunday) will be provided for routine maintenance and repairs of the vehicles.
  4. The Bidder will fully responsible for the drivers, fuel (petrol-diesel), maintenance, RTO formalities, Insurance etc. The vehicles must be in the name of the contractor or its firm and should have commercial RTO permit for all over Madhya Pradesh.
  5. The Bidder shall be 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. Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh shall not be liable for any loss, damages, etc. suffered / to be suffered by contractor or third party as the case may be.
  6. The Bidder should fulfill all norms fixed by the MP Road Transport Authority for running the vehicles.
  7. The Bidder shall be responsible for compliance of all the laws/ rules/ regulations and Government instructions that are/ will be applicable to and aimed to protect the interest of the employees / workers engaged by it and shall ensure payment of all the statutory dues/ liabilities as may have arisen during the past 'or' may arise during the course of performance of this contract.
  8. The vehicle should be properly insured including passenger and third-party insurance.
  9. The drivers engaged by the Bidder shall not smoke, chew tobacco product, gutkas or consume liquor / alcoholic drinks. The drivers must be well informed about the routes, roads and important localities / landmarks of the Bhopal city.
  10. The driver engaged by the Bidder should always carry a mobile phone, which has to be provided by the contractor.
  11. All drivers sent with vehicle during the contract should have a valid Commercial Driving License and should be regular employee of the Bidder with verified background.
  12. A vehicle once contracted for duty with Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh shall not be used for private / personal use of the Bidder, etc.
  13. The Bidder shall get entries of the Milo-meter of each vehicle, in the prescribed register, each time it leaves the Office for duty and at the time of arrivals from the outside.
  14. The vehicles may be parked on Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh campus or the place suggested by respective officer prescribed in Bhopal during nights. The keys will remain at reception / respective officer / Driver in the case may be.
  15. The vehicles Driver will report at a specific time at the place of visiting officials as per instructions given by the designated officials. Fail to do so Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh designated officer can call/arrange for vehicle from market / any other Travel agency & the same will be deducted from the Bidder bill.
  16. The Office will count /take into consider milometer/kms from the designated parking place to him, not from the garage, contractor's office/ parking, for working out daily/monthly kms running and payment of bills
  17. Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh has all rights to cancel the

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tender or reject any or all the bids without assigning any reason.

**18. Penalty:-**

- a. In case of break down, vehicles have to be replaced by other immediately or not more than one hour. In case of non-availability of suitable vehicle, a penalty up to Rs. 200/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs. 500/- per break down shall be imposed.
- b. In case of non-availability of vehicles penalty of Rs. 1000/- per day shall be imposed in addition to deduction at pro-rata basis for that day.
- c. In case of non-availability of vehicles during extra hrs. Penalty of Rs. 500/- per occasion shall be imposed

**19. Force Majeure:-** If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of god (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of the purchaser as to whether the supplies/services have been so resumed or not shall be final and conducive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

**20. Agreement:** - The successful bidder will have to enter an agreement on non-judicial stamp paper of Rs.500/- initially for a period of 1 year, further extendable subject to clause 15 of section-6. Cost of execution of agreement shall be borne by the contractor. Final work order shall be issued only after execution of the agreement by the successful contractor. Apart from other things, all clauses of this tender document shall form the integral part of the agreement.

**21. Arbitration:** - If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. In the event of any question, dispute or difference arising under the agreement or in connection there the same shall be referred to Madhya Pradesh Nurses Registration Council, of sericulture, Bhopal, Madhya Pradesh. The arbitration proceedings shall take place at Bhopal, Madhya Pradesh.

## **5. Opening of Tender, Selection and Award of Contract**

1. The tender document will be opened on prescribed day, time and place. In case the day of tender opening declared Holiday, the tender will be opened on the next working day at the same time.
2. Financial bid of Bidder fulfilling basic eligibility criteria shall only be opened and considered for evaluation.
3. Bidders would quote rates for both the BoQs
4. The Bidder with lowest rate in BoQs would be considered as the L1 Bidder for that respective BoQ.
5. Other Bidders i.e the L2 & L3 bidders would be given opportunity to match L1 bidders.
6. Madhya Pradesh Nurses Registration Council, Bhopal would thus empanel BoQ wise L1 bidders and Bidders that have matched L1 rates as well.

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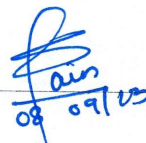
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7. While utilizing services, Priority would be given to the L1 Bidder by the Madhya Pradesh Nurses Registration Council, Bhopal. In case the L1 bidder denies or is not able to deliver the services prescribed in the RFP then matched L1 bidder would be given the opportunity to deliver the Services on L1 rates.

## 8. Financial and Legal Terms & Conditions

1. The Bidder will have no right to claim additional reimbursement in case of hike in petrol / diesel rate.
2. Monthly payment will be done on the basis of signed/certified log book, on the production of bill. MPNRC, Bhopal, Madhya Pradesh will pay to the Bidder, the taxi charges every month as per actual transport services rendered, normally within 10-15 days on raising pre-receipted bill in duplicate, supported by log books, usage statement, etc. duly certified by the authorized signatory of Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh.
3. Income Tax and other Prescribed Tax, if any, as per prevailing rates & law and any other charges incurred /due by MPNRC, Bhopal, Madhya Pradesh in this regard shall be deducted from payable amount.
4. The vehicles Driver will report at a specific time at the place of visiting officials as per instructions given by the designated officials. Fail to do so; MPNRC, Bhopal, Madhya Pradesh designated officer can call/arrange for vehicle from market / any other Travel agency & the amount in excess to the rate agreed under this contract, if any, so paid for the hired services/ vehicle will be deducted from the Bidder bill.
5. In case of any accident resulting in loss or damage to vehicle, property or life, the sole responsibility for any legal or financial implication would vest with the Bidder, MPNRC, Bhopal, Madhya Pradesh have no liability whatsoever.
6. The Bidder shall also be liable for all fines, penalties and the like of parking, traffic and other similar charges 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 Bidder accordingly indemnifies the Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh against all such liability. However, while travelling out of Bhopal, toll and parking charges, if any are required to be paid, can be billed separately along with the monthly invoice.
7. The Bidder and his staff must abide by various rules and regulations of MPNRC, Bhopal, Madhya Pradesh including safety precautions, as prevalent from time to time.
8. The Bidder shall comply with all existing labour legislation and Acts, such as Contract Labour Regulation Act, Workmen's Compensation Act, Minimum Wages Act, Payment of Wages Act. Provident Fund Act, ESI Act, etc. For any lapse or breach on the part of the Bidder in respect of non-compliance of any Labour Legislation in force during the validity of the contract, the Bidder would be fully responsible and would indemnify the Office, in case the Office is held liable for the lapse on the part of the Bidder.
9. The Bidder shall not at any time engage any minor to carry out the work under the contract.
10. The Bidder shall undertake that any act of omission or commission including theft, by his staff shall be his sole responsibility and further that he would compensate the Office immediately, any loss or damage or theft occurring on account of his staff individually or collectively. The Bidder shall also ensure to depute only such drivers on duty at Madhya Pradesh Nurses Registration Council, Bhopal,

  
  
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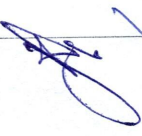

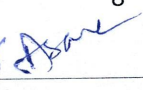


Madhya Pradesh who are diligent in work and behave politely and courteously.

11. The tendering unit shall not withdraw or change the offer made by them shall not have the right to make or change the terms and conditions. if the minimum rate, the tenders found that the unit does not enter into agreement with Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh, its Earnest money will be confiscated.
12. **Termination of Contract:-** Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh reserves the right to terminate the contract without notice at any time before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh rules & regulations, or if there is any lapse in compliance of any Labour Legislation, or if there is any incident of indiscipline on the part of the contractor or his staff, the decision of The Director, Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh in this regard would be final and binding on the Bidder. In such an event Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh shall have the right to engage any other Agency to carry out the travel assignments.
13. In the event of any dispute or difference arising under these conditions or any special condition of contract or in connection with this contract, the same shall be referred to the court of law under jurisdiction of Bhopal.
14. The Bidder and his staff shall comply with all instructions and directions of the Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh authorities given from time to time. In the event of any emergent situation, the staff of the Bidder shall comply with instructions given by the Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh authorities, without waiting for confirmation by the Bidder.
15. The contract/ empanelment under this tender shall be valid for a period of one year from the date of award of the contract. The contract can be renewed for a further mutually agreed period on the same terms and conditions, depending upon satisfactory services of the Bidder.
16. All the drivers engaged by the Bidder for carrying out tasks under this contract, shall be deemed to be the employees of the Bidder. The Bidder shall be solely responsible for their wages, fringe benefits, conduct, duty roster, leave-records, relievers, etc.
17. Noncompliance of any term and conditions enumerated in the contract shall be treated as breach of contract.

## 9. Undertaking By the Taxi Transport Contractor

We have carefully gone through the various terms and conditions listed above for provision of Annual Rate Contract for Taxi Services at Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh on monthly basis. We agree to all these conditions and offer to provide Taxi Services Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh. We are making this offer after carefully reading the conditions and understanding the same without any kind of pressure or influence from any source whatsoever. We have acquainted ourselves with the tasks required to be carried out, before making this offer. We hereby sign this undertaking in token of our acceptance of various conditions listed above.

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## 9. Technical Bid Covering Letter and application format

To,  
Registrar,  
Madhya Pradesh Nurses Registration Council,  
Bhopal, Madhya Pradesh

Dear Sir/Madam,

**Ref: Tender Notification No.** MPNRC /Vehicle Hiring/2023/.....

Having examined the tender document, we, the undersigned, herewith submit our response to the referred notification for supply of VEHICLES in full conformity with the said tender document.

1. We, the undersigned, offer to provide VEHICLES as may be required and are listed in commercial bid of the tender document.
2. We have read the terms and condition of the tender document and confirm that these are acceptable to us. Hence, we are hereby submitting our proposal. We agree to abide by this tender, consisting of this letter, financial bid and all attachments, for a period of 90 days from the date of submission of bid.
3. We declare that we have satisfied our self against the basic qualification criteria, required for the bidders, as stated in this tender document. We hereby declare that we are not involved in any litigation with any Government department in MP, not under a declaration of ineligibility for corrupt or fraudulent practices and we have not been blacklisted by any State /Central Government/ University/ Govt. Undertaking.
4. We understand Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh is not bound to accept any bid received in response to this tender and have all the rights to cancel the tender or reject any or all the bids without assigning any reason. In case we are given the work order for the said work by the Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh, we agree to abide by all the quality parameters, specifications, processes and terms and conditions of Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh.
5. The rates quoted under this tender are inclusive of all taxes and duties, etc. complete. We will be totally responsible for complying with all rules and requirements concerning all taxes and duties.
6. Our correspondence details with regard to this tender are

S.No	Information	Details
1	Name of the Owner of the Bidder Agency	
2	Office Address and Contact details of above person	
3	Name, designation and contact address of the person to whom all references shall be made in regard to this tender (if different than above)	
4	Telephone, Mobile, Fax number and Email ID of the Contact Person	

*[Signature]*

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08/09/23

*[Signature]*

*[Signature]*



## 7. Checklist of Required documents as per Eligibility criteria & technical bid

S.No	Requirement	Response	Attachments
1	Should be registered entity/ firm under relevant act in India (e.g., MP Shop establishment Registration, Company act etc.)		to attach relevant proof
2	Should have a GST and PAN registration in the name of bidder, valid on the date of bid submission.	GST No: PAN No:	to attach relevant proof
3	Should have experience of providing desired services (not less than two vehicles on monthly contract basis) to at least two Govt. Organizations/ University/ Govt. Undertaking for at least one year on the date of bidding.	No of vehicles: No. of years	to attach order copy
4	Should have turnover of at least 10 lakh per annum for last financial year 2020-21, 2021-22 and 2022-23 should provide certificate from chartered Accountant to support this.	turnover:	CA certificate to be attached
5	Should have clear track record and should not have been banned/ blacklisted by any Govt. Organization/ University/ Govt. Undertaking. A self-declaration certificate would be required to provide in this respect.		Self-declaration certificate on Rs 100 Stamp paper
6	Should have at least 3 vehicles registered on Bidder/Agency name or owner/partner name under RTO taxi quota.	Vehicle No1: Vehicle No2: Vehicle No3:	registration certificate to be attached
7	Signed and stamped bid document along with general terms & conditions & required documents		sign each page of document

Yours Sincerely,  
Signatory,  
Name of Firm  
Address



## 10. Financial Bid

### QUOTATION FOR ANNUAL RATE CONTRACT FOR TAXI SERVICES

1. Bidder/ Firm's Name: \_\_\_\_\_
2. Rates for supply of Vehicles on monthly rates (BOQ-1) as per the terms and conditions of tender document.

### RATES QUOTED FOR HIRING OF CARS ON DAILY BASIS

S.No.	Model of Car	Rate for Daily Basis	Rate of monthly Basis per Km	Additional rate per km	Night Halt for the driver
01	Ciaz (A/C) or equivalent				
02	MarutiDzire(A/C) or equivalent				
03	Innova Crista (A/C) or equivalent				
04	Tata Indigo (A/C) or equivalent				
05	Bolero Pickup (non-A/C) or equivalent				
06	Mini Truck or equivalent				

Yours faithfully,  
(Signature of Authorized person)

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

Designation: \_\_\_\_\_

Seal: \_\_\_\_\_

### UNDERTAKING BY THE VEHICLES CONTRACTOR: -

- I/We have read the terms the terms and conditions and I/we will comply with all the terms and conditions, if contract awarded.
- Above rates are inclusive of all expenses& applicable taxes as per the terms of the contract.
- In case of difference between word and figure, whichever is less shall be considered for evaluation.

Dated: \_\_\_\_\_

Name-  
Seal & Signature of the  
authorized Signatory



## Annexure-I

### PERFORMANCE SECURITY/BANK GUARANTEE

1. In consideration of Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh (here in after called the Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh )having agreed to exempt\_\_\_\_\_ (here in after called the said contractor(S) from the demand of security deposit/earnest money of Rs \_\_\_\_\_on production of Bank Guarantee for Rs. \_\_\_\_\_For the due fulfillment by the said contractors of the terms & conditions to be contained in an Agreement in connection with the contract for supply of\_\_
2. we, (name of the Bank) \_\_\_\_\_ (herein after referred to as "the Bank") at the request of \_\_\_\_\_ Contractor's do hereby undertake to pay the Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh an amount of not exceeding\_\_\_\_\_, against any loss or damage caused to or suffered or would be caused to or suffered by the Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh reason of any breach by the said contractor's of any of the terms & conditions contained in the said agreement.
3. We (Name of the Bank) \_\_\_\_\_do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh reason of breach by the said contractor's of any of terms & conditions contained in the said agreement or by reason of the contractors failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee, where the decision of the Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_
4. We undertake to pay to the Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh any money so demanded notwithstanding any disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.
5. We (Name of the bank) \_\_\_\_\_further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year from date herein and further agrees to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh, under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges guarantee.




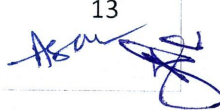


6. We (name of the bank) further agree with the Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh that the Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & condition of said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh against the said any contractor(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, and or any omission on the part of the Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh or any indulgence by the Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
7. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/ supplier(s).
8. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh.

Dated :

For\_\_\_\_\_  
(Indicating the name of the bank)

**N.B.** This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the stamp act.



## Agreement For Vehicle Hiring

This agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2023 between M/s \_\_\_\_\_ (herein after called the Contractor which expression term includes its successors and Assignees) whose registered office is at \_\_\_\_\_ and is registered under \_\_\_\_\_ and acting through its authorized official Shri \_\_\_\_\_, and Director, Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh. (herein after called the Director, Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh which expression unless repugnant to the context or receiving they shall include its successors and assignees) whose registered office is situated at Bhopal, MP and acting through its authorized official Shri. \_\_\_\_\_. The Contractor will provide Commercial vehicles on hire basis at Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh for official use on the terms and conditions herein contained, and rates as mentioned in Annexure-I. 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 2020-year model, on the rates accepted as described in schedule vide Section -9 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 Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh.
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 authorized persons of Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh indicated in Section-8 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 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 the Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh 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 Madhya Pradesh Nurses Registration Council, Bhopal,

Handwritten signatures and dates at the bottom of the page. One signature is dated 08/09/23.



Madhya Pradesh not older than January 2020- year 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. The Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh only reserves the right to substitute it with another similar vehicle.

If for any reason whatsoever the Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh 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 the Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh then the Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh 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. The Contractor will submit bills to the Admin. Section of Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh on monthly basis for release of payment by Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh.
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/ Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh officials. On the basis of these duty slips, the bills shall be raised to Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh by the contractor.
9. If the Contractor fails to provide the vehicle to Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh and if the service is not found satisfactory enough, the Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh shall have the right to terminate the contract in whole or part as per clause 12 of Section -6 of Tender Document.
10. In the event of any mechanical failure/ break down of vehicle after its reporting for duty, the contractor shall arrange for replacement by another Commercial Vehicle. Non- compliance may attract penalty as per Clause 18(a) of Section -4 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 Clause 18 (a) of Section -4 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. Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh shall have no liability whatsoever.
13. The Tender Document MPNRC/Vehicle Hiring/2023/... , which is annexed to this agreement, 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. Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh 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 Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh 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 the Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh 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 shall accordingly indemnifies the Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh 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.
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, Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh. 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 the Director, Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh or by whatever designation such officers, may be called (hereinafter referred to as the said officer) and if the Director, Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh 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, Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh 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 the Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh to enforce any of its rights under this agreement, it shall be in the legal jurisdiction of Madhya Pradesh Nurses Registration Council, Bhopal, Madhya Pradesh where the vehicle has been hired and not the place where the Contractor has his registered office.

Signed

Signed

For and on behalf of the Madhya Pradesh Nurses Registration Council,

Bhopal, Madhya Pradesh  
(caps):  
Position:

For and on behalf of the Contractor  
Name (caps):  
Position:

  
08/09/23









Date:

In the presence of Witnesses

1.

2.

Date:

In the presence of Witnesses

1.

2.

  
08/09/23

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