

# प्रधान आयकर आयुक्त का कार्यालय OFFICE OF THE PR.COMMISSIONER OF INCOME TAX,

केन्द्रीय राजस्व भवन, नवनगर, हुब्बल्ली - 580 025 Central Revenue Building, Navanagar - Hubballi - 580 025.

F.No. Tender/Vehicle/PCIT-HBL/HBL/2019-20

Date: 01.05.2019

# TENDER FOR HIRING OF OPERATIONAL VEHICLE

The office of the Principal Commissioner of Income tax, Hubballi, invites sealed tenders from reputed and registered agencies engaged in the business of providing Mid-sized and SUV Operational Vehicles (Petrol/Diesel) (06 Nos.). The vehicles are required for the offices coming under the jurisdiction of the Principal Commissioner of Income Tax, Hubballi. Each vehicle will run approximately 2,500 kms per month. The hiring shall be initially for a period of <u>Two years</u> from the date of commencement of the contract, and would be extendable for one more year, at the discretion of the competent authority, if services are found satisfactory.

SI. No	Particulars make/model of vehicle	Size	Color	Hire charges per month should not be more than	Year of manufacture	Office for which vehicle required
1.	1 Mid Size Sedan : Honda City / Corolla Altis / Volkswagen Jetta / Chevrolet Cruze etc.	Midsize	White / Silver	Rs.50,000/-	Latest preferably 2017 onwards	PR.CIT, HUBBALLI
2.	4 Operational Vehicles such as Innova	Preferably 8 Seater	White / Silver	Rs.50,000/-	Latest preferably 2017 onwards	Range-1 & 2, HUBBALLI
3.	1 Small size such as Swift Dzire/ Toyota Etios / Honda Amaze Sedan vehicles etc.	Small Size	White / Silver	Rs.40,000/	Latest preferably 2017 onwards	I.T. Office, GADAG

2. Tender forms along with terms and conditions can be obtained from the office of the Principal Commissioner of Income Tax, Hubballi, between 2.00 pm and 5.00 pm on any working day from 02.05.2019 to 20.05.2019) or can be downloaded from the website of Central Public Procurement Portal (e-Publishing), Government of India at <a href="https://www.eprocure.gov.in/epublish/app">www.eprocure.gov.in/epublish/app</a> and Income Tax Department, Bengaluru website at <a href="https://www.incometaxbengaluru.in">www.incometaxbengaluru.in</a>

- The duly sealed tender form must accompany tender processing fees of Rs. 575/- (Non 3 Refundable) and Earnest Money Deposit of Rs.30,000/- per vehicle(Refundable) by Demand Draft of SBI or any Nationalized bank, drawn in favour of Zonal Account Officer (CBDT), Hubballi, Payable at Hubballi.
- The duly sealed tender form must reach the office of the undersigned, latest by 5:00 PM on 22.05.2019 either by post or by hand. The bids for tender shall be opened on 23.05.2019 (Thursday) at 04.00 p.m. in the Conference Hall, 2nd Floor, C.R. Building, Navanagar, Hubballi-580025.
- The technical bids are to be opened by the tender committee members at the first instance and evaluated by the tender committee and the bidders who do not fulfill all the terms and conditions prescribed in technical bids are liable to be rejected at that stage only and their application shall not be considered. At the second stage financial bids of only these technically accepted bids should be opened and ranking like L1, L2, L3, L4, L5 etc., of the financial bids will be made by the tender committee for those whose technical bids are accepted before awarding the contract
- All bidders are requested to kindly go through the Instructions, Condition of contract, Schedule/Scope of Requirements, Specification & allied Technical details, Price Schedule to be quoted in financial bid form, Contract form - draft copy and other standard form prescribed, from chapter - 01 to chapter - 07 appended below with this tender notice.
- 7. In case the Tender Committee does not get suitable quotes, then it shall be free to invite others/ local vendors considering the essential nature of requirement within the overall financial limits prescribed by the Competent Authority.
- The Principal Commissioner of Income Tax, Hubballi reserves the right to accept or reject any Tender and the decision of the Tender Inviting authority/Officer is final and binding.

(जयन्ती कुष्णन) (Jayanthi Krishnan)

प्रधान आयकर आयुक्त, हुब्बल्ली Principal Commissioner of Income Tax,

Hubballi

## Copy to:

- 1. The Public Relation Officer, O/o Pr. CCIT, C. R. Building, Queen's Road, Bengaluru with a request to upload the above notice and the tender documents (enclosed herewith) in the departmental website
- 2. The Chief Commissioner o Income, Panaji with a request to upload the above tender notice on office notice board.
- 3. Notice Board.
- 4. The file.





# प्रधान आयकर. आयुक्त का कार्यालय OFFICE OF THE PR.COMMISSIONER OF INCOME TAX,

केन्द्रीय राजस्व भवन, नवनगर, हुब्बल्ली - 580 025 Central Revenue Building, Navanagar - Hubballi - 580 025.

F.No. Tender/Vehicle/PCIT-HBL/HBL/2019-20

Date: 01.05.2019

## CRITICAL DATES DETAILS OF THE TENDER

## DOMESTIC COMPETITIVE BIDDING (Through Tender)

F.No. Tender/Vehicle/PCIT-HBL/HBL/2019-20 Date: 01.05.2019

Name of the Work	Contract for hiring of SIX Operational Vehicles - by	
	the Principal Commissioner of Income Tax, Hubballi	
	Hubballi	
Publish Date & Time	01.05.2019 at 6:00 pm	
Document Download / Sale Start Date	02.05.2019 at 9:00 am	
Clarification Start Date	02.05.2019 at 10:00 am	
Bid Submission Start Date	03.05.2019 at 10:30 am	
Clarification End Date	20.05.2019 at 05:00 pm	
Bid Submission End Date	22.05.2019 up to 05.00 pm	
Bid Opening Date & Time	23.05.2019 at 4.00 pm	
Bid Opening Place	Conference Hall, 2nd Floor, C.R. Building, Navanagar,	
	Hubballi-580025	
Officer from whom the tender	The Income tax officer(HQ)-1,	
documents can be obtained and	O/o. Principal Commissioner of Income tax,	
submitted.	C.R. Building Navanagar, Hubballi.	

(जबन्ती कृष्णन) (Jayanthi Krishnan)

प्रधान आयकर आयुक्त, हुब्बल्ली Principal Commissioner of Income Tax, Hubballi

## INSTRUCTION TO BIDDERS

- 1. No alteration should be made in any of the terms and conditions of the bid document by striking out any part thereof.
- 2. Maximum amount quoted should not exceed Rs.50,000/- for Mid size/ 8 seater and Rs.40,000/- for small vehicles per month per vehicle exclusive of service tax and other Govt. levies as applicable from time to time as per the Ministry of Finance, Department of Revenue (Integrated Finance Unit), Govt. of India OM dated 11.02.2019 in F.No. 6/1/2019-IFU/EC-II.
- 3. The tenders are invited under two bid system i.e. Technical Bid and Financial Bid.
  - a) Technical Bid consisting of all technical details along with commercial terms and conditions; and
  - b) Financial bid indicating item-wise price for the items mentioned in the technical bid.
- 4. The technical bid and the financial bid should be sealed by the bidder in separate covers duly super-scribed as "Technical Bid" & "Financial Bid" and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super-scribed as "Tender for Hiring of Operational Vehicle for the office of the Principal Commissioner of Income tax, Hubballi". The technical bids are to be opened by the tender committee members at the first instance and evaluated by the tender committee and the bidders who do not fulfill all the terms and conditions prescribed in technical bids are liable to be rejected at that stage only and their application will not be considered. At the second stage financial bids of only these technically accepted bids shall be opened and ranking like L1, L2, L3, L4, L5 etc., of the financial bids will be made by the tender committee for those whose technical bids are accepted before awarding the contract.
- 5. Complete tender documents along with EMD and supporting documents should reach the office of the Principal Commissioner of Income tax, Ground Floor, C.R. Building, Navanagar, Hubballi before the due date. Late bids (i.e. bids received after the specified date and time for receipt of bids) shall not be considered.
- 6. Bid sent through Fax/Mail shall not be considered and will be rejected out rightly.



- 7. In the submitted bid, no variation or deviations in any manner whatsoever, to the terms and conditions will be admissible. Bids not accepting or modifying any of the terms and conditions, in whole or in part as listed in Chapter-02, will be summarily rejected.
- 8. The Technical Bid should necessarily accompany with the tender processing fees of Rs. 575/- (Non Refundable) by Demand Draft of SBI or any Nationalized bank, drawn in favour of Zonal Account Officer(CBDT), Hubballi, Payable at Hubballi and Earnest Money Deposit for the Rs.30,000/ per vehicle, through a Demand draft favoring 'Zonal Account Officer (CBDT), Hubballi'. The Technical Bids not accompanied by Earnest Money Deposit of the requisite amount will be summarily rejected. The said EMD amount will be forfeited, if the successful bidder fails to sign the contract on terms contained in the bid document, or fails to execute the agreement within the stipulated time fixed by the Hirer,. The earnest money of the successful bidder will be refunded after one month of signing the contract. The Earned Money Deposit for unsuccessful bidders will be returned to them after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. No interest will be payable on this deposit.
- 9. No bid will be considered unless the bid is made for supplying vehicle of the prescribed make and model for at least two years. Any bid for supply of the vehicle for duration less than two years will not be considered.
- 10. All entries in the tender form should be legible and filled clearly. If the space for furnishing of information is insufficient, a separate sheet may be attached. No overwriting or cutting is permitted in the Financial Bid Form. Such tenders shall be summarily rejected.
- 11. No bid will be considered unless and until all the pages/documents comprising the bid are properly signed and stamped by the persons authorized to do so on behalf of the bidder.
- 12. The bid normally shall remain valid for **45 days to 60 days** from the date of submission of the bids.
- 13. The bidder whose bid is accepted by the Hirer shall be the successful bidder. In the event of bid being accepted, the quotation as per chapter 5 and the Terms and Conditions

mentioned in Chapter - 02 will be converted into a contract, which will be governed by the terms and conditions given in the bid document.

- 14. The bidders should have provided vehicles on hire basis to government agencies for atleast last 5 financial years.
- 15. The bid document of every bidder shall consist of the following documents:
  - a) Technical Bid Information as per format mention in Chapter 04
  - b) The Financial Bid Quotations strictly as per the proforma given in Chapter 05
  - c) Copy of terms and conditions as per Chapter 02 duly signed on every page
  - d) Affidavit on bond paper of Rs.100/- stating that the bidder has not been black listed by any by Centre/State Government/PSU.
  - e) Document to the effect that the bidder has provided similar service to Government/Department/State Government/PSU at least for Two years.
  - f) The bidder should have minimum turnover of 100% of the tender value per annum for the last Two years. Photo copy of Income Tax Return for last Two assessment years should be enclosed.
- 16. If a firm/agency/bidder quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.



## **TERMS AND CONDITIONS OF THE CONTRACT**

- 1. The vehicles should be Innova / Honda City / Corolla Altis / Volkswagen Jetta / swift dezire/ Honda amaze make and model 2017 onwards. The vehicles to be provided on hiring should be in excellent condition, clean, mechanically fit and it should not have run for more than 40,000 Kms.
- 2. It shall be the responsibility of the successful bidder to ensure that only vehicles registered as a commercial vehicle with the competent authority are sent for duty at all times.
- 3. The road worthiness of the vehicles provided is to be ensured at all times by the successful bidder, including the timely payment of applicable taxes and compliance to all regulations prescribed from time to time by the competent authority.
- 4. The vehicles provided should be kept in neat and clean condition with good upholstery and regularly polished exterior. They should also be in perfect running condition. The successful bidder shall be required to produce the vehicles and the driver in the premises of the Hirer for physical inspection before the signing of contract.
- 5. The successful bidder will be required to furnish to the Hirer certified copies of RC Books, Insurance Policy of the vehicles being supplied, latest road tax challan paid, Permanent Account Number (PAN) of the concern, photograph of the driver along with his permanent and present address with mobile No., copy of the driving license of the driver, on or before the date of formal signing of the contract.
- 6. It shall be the responsibility of the successful bidder to ensure that the driver is qualified and experienced, possessing valid driving license. The driver of the vehicles provided must follow all traffic rules/regulations and any consequences of the failure to do so shall be of the successful bidder alone. The Hirer shall have no direct or indirect liability arising out of negligent/rash driving and any loss caused to the Hirer will have to be suitably compensated for by the successful bidder.



- 7. A daily record indicating mileage for each vehicle on duty shall be maintained in a log book as per the proforma approved by the Hirer with the successful bidder. The log book shall be made available for periodic inspection of the Hirer from time to time.
- 8. The Hirer will pay only fixed monthly hire charges as per contract and its liability shall be limited to this value alone, subject to provisions of clause (12) below. No separate payment will be made for driver's salary or any other incidental expenditure such as fuel, repair, maintenance, taxes, registration charges, periodic servicing, etc. All such payments/expenditure will be borne entirely by the successful bidder.
- 9. The billing will be on a monthly basis and the bills typed in triplicate shall be submitted on a working day to the Hirer latest by the 10<sup>th</sup> of succeeding month. The billing shall be based on the log-book entries. Deduction of tax at source (TDS) as per applicable rates prescribed under the Income-tax Act, 1961, and GST as per GST Act, 2017 shall be made by the Hirer from every payment made under this contract.
- 10. The Hirer will reimburse Service Tax or GST on hiring charges on actual basis. The successful bidder will be required to provide proof of valid Service Tax or GST registration on or before the date of signing of the contract, if applicable. In addition to the above, parking charges and toll shall also be reimbursable over and above the quoted charges provided the successful bidder attaches satisfactory proof of payment of such charges with the relevant monthly bill.
- 11. The Contractor should be registered with the authority concerned of a State or Central Government and should fulfill the conditions prescribed in section 66 of Motor Vehicle Act, 1988.
- 12. If the condition of the vehicle is not found satisfactory, or in case of a breakdown, or in case vehicles not reporting for duty for whatever reason, the successful bidder shall be obliged to send a replacement of equivalent or better make immediately. If no replacement is provided in time, the Hirer shall have the right to hire a vehicle from elsewhere and whatever be the cost that is incurred towards such hire charges will be deducted from the bill of the successful bidder in the succeeding month. In the circumstances mentioned above, even if no vehicle is hired by the Hirer from the market, the Hirer shall deduct proportionate hire charges from the bill of the successful bidder for the succeeding month. Even a part of the day will be reckoned as one full day for the purpose of this deduction.

- 13. In case of any mishap/accident, all claims and liabilities arising out of it shall be met by the successful bidder, including any damage to the vehicle. The Hirer will not entertain any claim in this regard including any liability under the Motor Vehicles Act or the Indian Penal Code or under any other applicable law for the time being in force.
- 14. The engagement/employment of drivers and payment of remuneration to them as per the existing provisions of various applicable labour laws/regulations will be the sole responsibility of the successful bidder.
- 15. Except in exceptional circumstances, with the approval of the Hirer or unless specifically requested by the Hirer, once the hiring of vehicle commences, the successful bidder shall not change the dedicated vehicles or the drivers.
- 16. The driver shall be duty bound to carry out the instructions of the Hirer or officers to whom the vehicles are assigned by the Hirer.
- 17. The hiring shall be initially for the period of <u>Two year</u> from the date of commencement, and would be extendable from time to time at the discretion of the competent authority, if services are found satisfactory.
- 18. The Hirer has an option to cancel the contract by giving notice of 30 days in writing without any compensation to the successful bidder and without assigning any reasons. However, in case of non-adherence of the terms and conditions of the contract, the hirer will have the right to terminate the contract without giving any notice to the service provider. The successful bidder can also opt out of the contract premature by giving notice of 60 days in writing.
- 19. The Hirer shall not be responsible for the theft of vehicle/parts/accessories while the vehicle is on duty or even when it is parked within the campus of the Hirer. The safe custody of the vehicle and accessories shall be the sole responsibility of the successful bidder.
- 20. The successful bidder shall be required to sign the contract with the Hirer within three working days from the receipt of the letter of the Hirer intimating the successful bidder of the acceptance of his bid. The supply of the vehicles shall commence from the day following the

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date on which the contract is signed. The aforesaid dates may be extended at the sole discretion of the Hirer.

- 21. Any change in the ownership of the vehicles or change in the constitution of the concern shall be notified in writing to the Hirer immediately. It will be open for the Hirer to either continue/renegotiate the contract with new owners or cancel the contract.
- 22. All the above conditions will be enforced, unless written order of the Hirer is obtained relaxing any specific condition.



## SCHEDULE/SCOPE OF REQUIREMENTS/WORKS

- 1. The vehicles will be hired on calendar month basis and will run approximately 2,500 kilometers per month. The rate should be quoted (exclusive of Service Tax or GST) for 2,500 kms on a monthly basis. The billing for kms and hours shall be made from the reporting place to the relieving place. The vehicle must be available at any time of any day as directed by the Hirer.
- 2. Charges for additional km beyond 2,500 kms per month should be quoted separately as per financial bid format mentioned in chapter 05. Unutilized mileage below the contracted limit of 2,500 kms, per month in respect of the vehicle will be carried forward for utilization in the subsequent month and so on until its get utilized. The bills will be prepared accordingly by the successful bidder.
- 3. The vehicle shall bear the mark 'ON DUTY WITH INCOME TAX DEPARTMENT' during the period of contract. The vehicle detailed will not be used for any other purposes.
- 4. The driver employed along with the vehicle by the Contractor should satisfy the following conditions:
  - a) Driver should have Vehicle Transport License for driving passenger vehicles on.
    - b) Driver should be local person.

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- c) Driver should wear the prescribed uniform.
- d) Driver should be well versed with the roads and places in Hubballi Dharwad City and other places such as Panaji, Belgavi, Mangaluru, Bengaluru should have experience in city driving.
- e) Once the driver has been allotted to a particular vehicle, he should remain with the same vehicle for the entire period. Any change in the designated driver should be intimated to the officer concerned within 24 hours before such change is effect.
- f) Driver should be provided with a mobile phone.
- g) Driver should speak decent language, well behaved and should not have any criminal cases against him and should not have any past history of accidents. The antecedents should be duly verified by police authorities at the instance of contractors.
- h) Besides the local language, the driver should have basic working knowledge of English.
- i) Vehicle should be kept clean and odor free and suitable for official use.

TECHNICAL BID DETAILS

DETAILS OF THE BIDDER

(To be submitted by the bidder submitting quotations for hire of vehicles)

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1. Name of the Bidder	furnishing of any false information/labricated plants
2. Address of the Bidder	tender at any stage besides liabilities towards pro
3. Telephone Landline/Mobile	
<ol> <li>Details of Tender Processing feed of Rs. 575/-</li> </ol>	
5. PAN (copy enclosed)	Pinos:
6. Service Tax or GST Registration (Enclose proof)	
7. Annual Turnover details	:
8. Details of EMD of Rs.30,000/- per vehicle	
Amount Rs.	
DD NoDate	
Bank	
Documents to be enclosed:	
a. Photo copy of Income Tax F	Return for last two assessment years.
b. Document to the effect th	at the bidder has provided similar service to Government
Department/State Governm	ent/PSU at least for three years.
	Rs.100/-stating that the bidder has not been black listed by
	nment/PSU or not been indulged with any fraud practice as
per chapter-07.	*
	DECLARATION
1. l,	Son/Daughter/Wife of Shri
	Proprietor/Director/Authorized signatory of
	the Company/Firm/Agency, mentioned above, is
competent to sign this decla	aration and execute this tender document;

- 2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide to them:
- 3. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

SEAL

Date:

Place:

Signature of authorized person

Full Name:



## FINANCIAL BID DETAILS

To:

The Principal Commissioner of Income tax Ground Floor, C.R. Building, Navanagar, Hubballi-580 025

Sir,

Sub: Submission of financial bid quotations for hiring of Operational Vehicle by the O/o the Principal Commissioner of Income tax, Hubballi - Reg.

Ref: Tender Notice No. Tender/Vehicle/PCIT-HBL /2019-20 dated : 01.05.2019

With reference to the above, I/We hereby submit the quotation for hiring of SIX Operational Vehicle for the office of the Principal Commissioner of Income tax, Hubballi

### **Details of Financial bid:**

SI.No	Particulars	Type of Vehicle -	RATE
1	Total Monthly hire charges for 2,500 Kms*	tricks shall be deamed to be half be charged from the repo-	golfied
2	Rate per Km over and above 2,500 Kms.	cost of first, taxes and offsitive of Signatures or GS	Misqs)

Date:

Signature of the Bidder with seal

Place:

\*The bid will ordinarily be decided on the basis of the quote as per Serial No. 1 and in case of tie, quote as per Serial No. 2 will be considered.



## FORM OF CONTRACT (DRAFT)

	The CONTRACTEE has agreed to takeIr	nnova / Honda City / Corolla Altis /
Vo	ılkswagen Jetta / swift dezire/ Honda amaze Vehicle o	on hire and the CONTRACTOR has
ag	reed to supply One or on contract on the following	ng terms and conditions.
1.	The CONTRACTOR shall provide One orcontract with driver, fuel and all maintenance costs.	DIESEL/PETROL Vehicle on
2.	Rates of Contract:	
	"As mentioned in financial bid"	
2	The CONTRACTOR shall provide one or more Vehicle	le detailed as under :

"Vehicle Details with Registration Number"

- 4. The vehicle will be used by the Office of the Principal Commissioner of Income tax, Hubballi/ Joint Commissioner of Income tax, R-1,2,3, Hubballi/ Income tax officer, Gadag, and hence the same should be kept in excellent running conditions and the driver should be polite and bear a good character.
- 5. The Vehicle shall be deemed to be at the disposal of the Income Tax Department and billing shall be charged from the reporting place to the reliving place.
- 6. The above agreed CONTRACT charges includes monthly charges of driver, cost of repairs, cost of fuel, taxes and other maintenance and all other incidental expenses (Exclusive of Service Charges or GST).
- 7. In case of any accident or the claims arising out of accident shall be met by the CONTRACTOR.
- 8. The vehicle shall be kept neat and clean with seat covers, curtains and shall be kept in perfect running condition.
- If the vehicle is out of order, a substitute vehicle shall be provided by the CONTRACTOR immediately. In case vehicle does not report at all, the Department would have a right to hire a vehicle from the market and the additional cost incurred by the Department would be borne by the CONTRACTOR. Any liability on violation of traffic rules shall be borne by the CONTRACTOR.
  - (b) Apart from the additional cost as incurred by the Department in Clause 9(a), a penalty of Rs. 1,000/- per day would be charged on absence of the vehicle on any occasion on any day or failure to meet any terms & conditions, and the same would be Page **16** of **18**

- deducted from the monthly hire charges on each day of such default and such balance only would be paid as against monthly rent in case of any such default.
- 10. Dedicated vehicle and drivers must be provided and changes will be allowed only in exceptional circumstances. The vehicle must be available at any time or any day desired by the CONTRACTEE.
- 11. The driver must observe all the etiquette and protocol while performing the duty. He must be neatly dressed and should wear proper uniform. He must be provided with a mobile phone.
- 12. The CONTRACTOR and driver shall be bound to carry out the instructions of the Department as well as of the competent officer to whom each, vehicle is assigned.
- 13. A daily record indicating time and mileage for each vehicle shall be maintained as per Trip sheet and will have to be certified by the competent Authority of the CONTRACTEE.
- 14. In case the other state TP charges, Toll and parking charges shall be borne by the CONTRACTEE.
- 15. All taxes as per law shall be deducted by the CONTRACTEE and TDS Certificate to that effect is issued once in a year or quarterly basis. Service Tax or GST as applicable will be paid on billing.
- 16. Charges for additional km beyond 2,500 kms per month should be mention separately in the monthly bill. Unutilized mileage below the contracted limit of 2,500 kms. per month in respect of the vehicle will be carried forward for utilization in the subsequent month and so on until its get utilized. The bills will be prepared accordingly by the contractor.
- 17. The bills for payment shall be submitted on or before 10<sup>th</sup> of subsequent month. The payment shall normally be paid by the 15<sup>th</sup> of the subsequent month in which the bills are submitted.
- 18. In case of breach of any terms & condition by the CONTRACTOR, the CONTRACTEE shall have right to terminate the contract by giving notice of 30 days. However, the vehicle contract agreement can be terminated by either party after giving prior notice of 60 days without assigning any reason.
- 19. The vehicle contract is valid for a period of Two years of from \_\_\_\_\_\_ to \_\_\_\_\_. It may be extendable further one more year at the discretion of the competent authority, if services are found satisfactory.

For the Department (CONTRACTEE)

On behalf of the President of India

(The Hirer)

For the Department (CONTRACTOR)

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## **DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES**

(Declaration should be mentioned on a stamp Paper of Rs. 100/-)

We certify that in last three years, we have neither failed to perform any contract, as evidenced by imposition of a penalty be an arbitral or judicial authority or a judicial pronouncement or arbitration award, not been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

#### We declare that: -

- a. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as defined in Section-B of Fraud and Corrupt Practices of the Terms and Conditions of the document, in respect of any tender or request for proposal issued by the Agreement entered into with the Authority or Govt. of India, State Govt. and any other Public Sector Enterprises form time to time.
- b. We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section- B of Fraud and Corrupt Practices of the Terms and Conditions of the document no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice undesirable practice or restrictive practice.
- c. We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- d. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by Court of law. We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/Managers/Employees.
- e. We certify that no penalty has ever been imposed in respect of services rendered by us in any organization/Ministry/Department.



Signature: Name & Designation with office seal