



GOVERNMENT OF INDIA
MINISTRY OF FINANCE, REVENUE DEPARTMENT
OFFICE OF THE COMMISSIONER OF CGST AND CENTRAL EXCISE
NAGPUR-I COMMISSIONERATE, GST BHAVAN, P.O. BOX 81,
CIVIL LINES, NAGPUR 440001



C.No. IV(16)136/2017/Prev./Ngp-I

Nagpur, 06/03/2018

TENDER NO. 01/2018-19
NOTICE INVITING TENDER FOR HIRING OF VEHICLES

For and on behalf of the President of India, sealed Tenders are invited for the hiring of **09 vehicle** along with driver for the Office of the Commissioner of Goods & Services Tax and Central Excise, Nagpur-I Commissionerate, GST Bhavan, Civil Lines, Nagpur for the financial year **2018-19**.

The detailed terms and conditions are enclosed herewith in Annexure to this tender notice. In case of any difficulty, you may contact the Superintendent, Preventive Branch Headquarters, Nagpur-I Commissionerate, Ground Floor, Office of the Commissioner of Goods & Services Tax and Central Excise, Nagpur-I Commissionerate, GST Bhavan, Civil Lines, Nagpur during office hours on any working day on or before 27 March 2018. The Tender Notice can be downloaded from the websites www.cenexcisenagpur.nic.in and www.cbec.gov.in.

The interested Service providers are requested to submit their Tenders in the prescribed Quotation Form duly signed and stamped, in a sealed cover to the Assistant Commissioner (Preventive), Office of the Commissioner of Goods & Services Tax and Central Excise, Civil Lines, Nagpur. The Tenders can also be sent by Registered Post/AD.

The last date for receipt of Tender: 27.03.2018 up to 1600 hours.
Tenders shall be opened on: 28.03.2018 at 1500 hours.

The incomplete Tenders/Quotations received and/or filed after the due date shall be summarily rejected.

The parties that wish to be present at the time of opening of Tender/Quotation may represent themselves or authorize their representatives with an authority letter.

Vehicle being offered for services along with relevant vehicle documents are required to be presented for Inspection after opening of Technical bid.

NOTE: The Department reserves the right to postpone the date of opening, change the number of vehicles or accept or reject any or all the bids without assigning any reasons.

C.No. IV(16)136/2017/Prev/NGP-I
Nagpur, 06 March 2018

(Anil Sasidharan)
Assistant Commissioner (Prev.)
CGST & Central Excise,
Nagpur-I Commissionerate

Copy to:

1. The Superintendent (Computer Cell), CGST & CEx Nagpur for posting the said Tender notice on the department website and CBEC website immediately.
2. Notice Board



C.No. IV(16)136/2017/Prev./Ngp-I

Nagpur, 06/03/2018

TENDER DOCUMENT

Tender/Bids are invited from reputed service providers engaged in Tour & Travels Agencies for Hiring of vehicles on monthly basis for using as Operational vehicles/Staff Car for Office of the Commissioner of GST and Central Excise, Nagpur-I Commissionerate, GST Bhavan, P.O. Box 81, civil lines, Nagpur for a period of one year from **01.04.2018 to 31.03.2019**.

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(Signature of Bidder)

ANNEXURE – ‘I’
TERMS AND CONDITIONS

I. Tender Process and submission of tender documents:

1. The bid / tender will consist of two parts – The tender/ bid documents for “Technical bid” in the proforma prescribed in Annexure – A and for the “Financial Bid” in the proforma prescribed in Annexure – B shall be completed in all aspects and are to be submitted in the Office of Assistant Commissioner, Preventive Branch, Nagpur-I Commissionerate as **“TENDER FOR HIRING OF VEHICLES”**.
2. The tenders shall sign and stamp each page of the tender document as a token of having read and understood the terms and conditions contained therein.
3. The tenders/quotations received unsigned/ incomplete shall be summarily rejected. The financial bids of those bidders who have qualified in the technical bid only shall be opened and taken for consideration. The Financial Bid of the bidders who do not qualify in technical bid will not be considered and opened.
4. All information sought under Terms and Conditions and other information is to be given in Technical Bid while the price quoted by them will be mentioned only in the Financial Bid.
5. The tender documents must be submitted **before 1600 Hrs on 27.03.2018**. The documents received after the due date & time shall not be accepted. The Tender shall be opened on **28.03.2018 at 1500 hrs**.
6. The financial bids of only those parties whose Technical Bids are found to be eligible will be opened and considered.
7. The Department reserves the right to accept or reject any or all tenders without assigning any reason. In case of any dispute of any kind and in respect of whatsoever, the decision of the Commissioner of GST and Central Excise, Nagpur-I Commissionerate will be final and binding.

II. Terms and Conditions:

1. The Bidder should be able to provide the vehicle as requisitioned. Type and number of Vehicle are:

Table A

S. No.	Type of Vehicle	No. of Vehicles required	Usage
1.	Small Sized Vehicles as Operational Vehicle	02	To be used up to 25/26 days subject to maximum of 2000 Kms in a month.
2.	Mid-Sized Vehicles as Operational Vehicle	03	To be used up to 25/26 days subject to maximum of 2000 Kms in a month.
3.	SUVs as Operational Vehicle	02	To be used up to 30/31 days subject to maximum of 2500 Kms in a month.
4.	Innova as Staff Car	02	To be used up to 30/31 days subject to maximum of 2500 Kms in a month

2. The contract for the vehicle shall be **valid for a period of one year** with effect from 01.04.2018, subject to clause/(s) of terms & conditions. The vehicles shall be required to operate / travel anywhere in India for official purpose & **necessary permit etc. shall be necessary**.

3. The contract of vehicle hired in lieu of Staff Car (refer S. No. 4 of Table A) will be terminated as soon as the entitled officer is transferred out from the formation and the post falls vacant.
4. **The Service Provider should have minimum 06 Vehicles in his fleet, registered in the name of the bidder/bidder's firm.**
5. Preference would be given to the service providers who is willing to provide all the vehicles required under this tender.
6. Vehicles **should not be more than 3 years old** as on date of submission of tender. Service Provider should mention the year of manufacture of the vehicles. The tenderer should submit copies of the Registration Certificate of the vehicles along with the tender. The Original Registration Certificates need to be furnished for verification at the time of the tender opening. In case the Tenderer intends to supply new vehicles (showroom condition), the Tenderer shall attach the copy of booking receipts along with the tender documents. In any case, no vehicle shall be deployed till the proper registration number issued by State Transport Authorities is available.
7. **The Service Provider should have completed similar work in the government sector for Minimum 03 years. Work Completion certificate, in this regard needs to be submitted.**
8. The Service Provider should be based in Nagpur for operational conveniences.
9. Vehicle should be kept in perfect running condition with shining body and good upholstery. The vehicle is to be fitted with appropriate seat belts and safety air bags. The vehicle should be always kept in a neat and clean condition.
10. The vehicle to be hired should conform to the relevant Motor Vehicle Act/ Rules and be in perfect running/ mechanical condition. The vehicle should be registered with Maharashtra Registration numbers only.
11. There should be at least two sets of white seat covers, towels and napkins for each vehicle. It should be cleaned every week. There should be an air freshener in every vehicle. The items mentioned shall be made available at the cost of the owner of the agency/ firm.
12. The driver should be having valid driving license and clean driving record, with a **minimum of five (5) years of experience**. Their antecedents should be duly verified by Police authorities, at the instance of the Service Provider.
13. The driver of the vehicle provided must follow traffic rules and all other regulations prescribed by the Government from time-to-time. In case of issue of any challan for whatsoever reason by the Police/ Traffic Police, Service Provider shall be liable to pay the fine imposed and bear other consequences.
14. Driver should wear blue formal shirt, navy blue trouser and black shoes. Driver should observe cleanliness and all the etiquette and protocol while performing the duty. The driver must carry a mobile phone in working condition, for which, no separate payment shall be made by this Office. The driver deployed shall not use the mobile phone while driving the vehicle.
15. The driver should be well conversant with roads and routes of Nagpur and suburbs. The operation and functions of the driver shall be governed as per the Motor Vehicle Act and Rules.

16. The vehicle should display at a conspicuous place the following: “in case of irresponsible/ rash driving or exceeding speed limit prescribed on a particular stretch of road, you may complain to the owner of the vehicle (name of the owner, Telephone and Mobile No. should be displayed).” All such complaints should be probed into by the owner of the vehicle and action taken against the erring Driver, if found guilty, under intimation to the Department.

17. An affidavit in prescribed Proforma i.e. **Annexure- C** regarding non- blacklisting or non-convicting by any court of law is to be duly submitted in respect of each vehicle separately.

18. Earnest Money Deposit (EMD)/ Performance Security Deposit

- i. Rate/ bid/ offer must be without any condition, assumption, qualification reservation or variation. Rate/ bid/ offer must be mentioned in prescribed proforma in figures and in words. In case of any discrepancy, rates quoted in words will prevail. Conditional tender offer or offer at variance from prescribed specification would be ineligible to compete for the tender. Prices and price components shall be firm and shall not be subject to any price variation or adjustment on account of any price escalations throughout the execution of the contract.
- ii. The rates quoted should be exclusive of GST. All taxes, fees, levies, Insurance Charges etc. other than GST would be borne by the Service Provider.
- iii. The Earnest Money Deposit/ Bid Security required is as under:

Table B

S. No.	Vehicle Type	No. of Vehicles	EMD Amount (in Rs.)
1.	Small Sized Vehicles as Operational Vehicle	02	Rs.8000/- per vehicle
2.	Mid-Sized Vehicles as Operational Vehicle	03	Rs.10000/- per vehicle
3.	SUVs as Operational Vehicle	02	Rs.10000/- per vehicle
4.	Innova as Staff Car	02	Rs.10000/- per vehicle

- iv. The service provider shall make refundable Earnest Money Deposit/Bid Security in the form of Demand Draft from any Nationalized Bank / Scheduled Bank drawn in favour of **“PAY AND ACCOUNTS OFFICER, CGST & CENTRAL EXCISE, NAGPUR-I”** Payable at Nagpur and shall be submitted with the tender documents. Qualifying bids without Earnest Money Deposit will be rejected. EMD will be returned to all the unsuccessful bidders at the end of the selection process. However, the EMD shall be forfeited in case the successful bidder withdraws or the details furnished found to be incorrect or false during the tender selection process. No interest shall be paid on the Earnest Money Deposit.
- v. The successful bidder shall give performance security in the form of Bank Guarantee in prescribed proforma i.e Annexure –D issued by a Nationalized Bank amounting to **5% of the total annual contract value as specified in the bid documents**, in respect of all **09 vehicles** towards in favour of “The Commissioner of GST and Central Excise, Nagpur-I Commissionerate” and payable at Nagpur before execution of the contract/agreement in respect of **09 vehicles**. Performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor.

- vi. The Performance Security will be forfeited in case of unsatisfactory performance of the successful bidder. The decision of the Commissioner of GST and Central Excise, Nagpur-I Commissionerate on this account will be final and binding on successful bidder.
- vii. The EMD of the successful bidder will be refunded only after the remittance of security deposit in the manner as aforesaid. Till such time, the earnest money shall retain its character, as such, till the successful bidder furnishes the security deposit.

19. Rates:

S. NO.	Vehicle Type	Number of vehicles	Job Description (Total KMS per month)	Cost Ceiling per Month (Exclusive GST)
1	Small Sized Vehicles as Operational Vehicle	02	Hire for 20/25 days subject to maximum of 2000 KMS in a month	Rs. 30,000/- per month
2	Mid-Sized Vehicles as Operational Vehicle	03	Hire for 30/31 days subject to maximum of 2500 KMS in a month	Rs. 40,000/- per month
3	SUVs as Operational Vehicle	02	Hire for 30/31 days subject to maximum of 2500 KMS in a month	Rs. 40,000/- per month
4	Innova as Staff Car	02	Hire for 30/31 days subject to maximum of 2500 KMS in a month	Rs. 40,000/- per month

- i. Rate / bid / offer must be without any condition, assumption, qualification, reservation or variation. Rate/bid/offer must be mentioned in prescribed Proforma in figures in respect of each vehicle and each category separately. Conditional tender offer or offer at variance from prescribed specification would be ineligible to compete for the tender. Prices and price components shall be firm and shall not be subject to any price variation or adjustment on account of any price escalations throughout the execution of the contract.
 - ii. Contracted hire charges include all charges, viz. charges of driver, repairs and parking, maintenance of vehicle, insurance, all taxes as per Motor Vehicle Act / State Government / Central Government, petrol / diesel, oil and also any other incidental expenses in running and maintenance of vehicle and penalty / fine etc.
 - iii. The lowest tender will be arrived based on sum of the quoted rate for 25/26 days in a month upto 2000 Kms and 30/30 days in a month upto 2500 Kms for operational vehicles & Staff vehicles. The tender getting lowest consolidated rate will be declared as successful bidder.
20. The Service Provider will comply with the labour laws in force and all liabilities in this connection will be theirs.
21. It is obligatory on the part of Service Provider that driver is paid not less than minimum wages prescribed under the Minimum Wages Act from time to time.
22. The Department will not be under any obligation, legal or otherwise, to provide any employment to any of the personnel of the Service provider during or after the expiry of the hire period. The Department recognizes no employer employee relationship between the Department and the personnel deployed by the Service Provider. The Department shall not be responsible financially or otherwise for any injury to the vehicle or driver or person deployed by the Service Provider during the course of agreement.

23. The contract between the Commissioner of GST and Central Excise, Nagpur-I Commissionerate and the Service Provider **can be cancelled after a prior notice of one month only** from either side, in the event of poor service or violation of any of the conditions stipulated.
24. The responsibility for the safety and security of the operational vehicle provider solely lies with the Service Provider. It is also the service Provider's absolute responsibility to take care of any damage/ repairs caused to his operational vehicle during the period of the contract.
25. Operational Vehicle/ staff car should be arranged even at short notice. The vehicle shall be deemed to be at the disposal of the Office of the Commissioner of GST and Central Excise, Nagpur-I Commissionerate for all the days of the month, seven days a week.
26. The Service Provider shall have a telephone connection working 24 hours 7 days for contacting the Service Provider in case of needs and emergency and the said telephone number must be informed to Office of the Commissioner of GST and Central Excise, Nagpur-I Commissionerate.
27. A daily record indicating time and mileage for each vehicle shall be maintained. The calculation of mileage shall be from the reporting point to relieving point and will not be calculated on garage to garage basis.
28. Any person in government service or an employee of the department is not eligible to participate in this Tender process.
29. Vehicle should be comprehensively insured and should carry necessary permits/ clearance from the Transport Authority or any other concerned Authority. The vehicle should also carry necessary pollution certificates issued by the competent authority. Copy of the above certificates has to be furnished to the Office of the Commissioner of GST and Central Excise, Nagpur-I Commissionerate.
30. LPG Cylinder shall not be used as fuel for running the vehicle in any case.
31. In case the condition of vehicle is not found to be satisfactory, they shall be returned for immediate replacement. In case no replacement is provided on time, this Office has the right to hire a vehicle from the market and the additional cost incurred by this Office will be borne by the service provider.
32. The service Provider shall in, no case, lease/ transfer/ sublet/ appoint care taker for the service rendered.
33. No GST will be paid if the operator fails to provide proof of valid GST registration and deposit the same into the government account. If the Service Provider is exempted from payment of GST the same should be clearly stated on the quotation, mentioning authority of such exemption. The Commissioner of GST and Central Excise, Nagpur-I Commissionerate reserves the right to check from the jurisdictional Assistant/ Deputy Commissioner of Goods & Service Tax, the authenticity of such information.
34. Applicable TDS amount will be deducted from the total bill amount.
35. The Commissioner of GST and Central Excise, Nagpur-I Commissionerate, reserves the right to reject all or any of the offers or accept more than one offer or terminate the order without assigning any reason thereof.

36. The billing will be done on monthly basis. The monthly bills in duplicate shall be submitted to the concerned vehicle in-charge on the last date of the corresponding month or at the earliest. Non-submission of the bill beyond 1st week of every month without justification would not be entertained and it would be presumed that bidder has no claim for payment. The department will not make any advance payment.

37. Irrespective of the receipt of the Monthly bill amount from the Commissioner of GST & Central Excise, Nagpur-I Commissionerate any dues payable relating to the services rendered including the salary of the Driver, Govt. taxes etc., shall be promptly settled by the Service Provider without any default, before 10th of succeeding month.

38. The Service Providers shall be responsible for timely payment of all the Government / local taxes and dues in respect of the hired vehicle.

39. Once the hiring of vehicle commences, the vehicle and the driver should not be changed unless instructed by the Commissioner of the GST and Central Excise, Nagpur-I Commissionerate. Any change in the designated driver should be intimated well in advance before such change is affected. The vehicle must be available at any time as desired by this office.

40. The Commissioner of GST and Central Excise, Nagpur-I Commissionerate shall be liable to pay only the monthly hiring charges. Other liabilities viz. monthly charges of driver, repair and maintenance of vehicle, insurance, petrol/ diesel, oil and any other incidental expenses etc. shall be borne by the Service Provider.

41. In case of breakdown of any vehicle during official duty, it shall be the responsibility of the Service Provider to provide a substitute vehicle/ replacement immediately. **In case the vehicle does not report on time/ does not report at all, this office would have the right to hire a vehicle from the market** and the additional cost incurred by this Office will be borne by the Service Provider.

42. In case of any accident, involving the use of vehicle and / or injury etc., to the persons and driver deployed, all the claims arising out of the same shall be met by Service Provider and Commissioner of GST and Central Excise, Nagpur-I Commissionerate shall have no liability whatsoever in this regard.

43. The Service Provider shall be solely responsible for payment of wages/ salaries, other benefits, allowances to driver deployed and all other statutory / other dues payable as per Central / State Government/ Municipality rate etc. other laws etc. as applicable to personnel deployed that might be applicable under any Act or order of the Government. Office of the Commissioner of GST and Central Excise, Nagpur-I Commissionerate shall have no liability whatsoever in the regard.

44. No increase on rate due to the escalation cost due to whatsoever factors would be permitted during the period of contract.

45. Office of the Commissioner of GST and Central Excise, Nagpur-I Commissionerate, reserve the rights to increase or decrease the number of vehicle hired without assigning any reasons to the Service Provider during the currency of the contractual period.

46. Driver must not smoke or drink (liquor or intoxicated), while on duty. In case of misbehavior of the driver or failure to meet any or the agreed/ accepted terms and condition. Office of the Commissioner of GST and Central Excise, Nagpur-I Commissionerate, will have discretion on the continuance of the contracted driver.

47. The Service Provider shall provide name & addresses of the driver along with driving license number and copy thereof while submitting acceptance of offer along with the police verification.

48. The Service Provider shall ensure that speedometer and odometer (for measuring distance covered) of vehicle supplied are properly sealed so that no tampering is done with a view to inflate distance travelled. The authorized officers of Office of the Commissioner, Nagpur-I Commissionerate, would carry out surprise checks of speedometer and odometer of the vehicle. If found defective, it should be got fitted from authorized workshop and cost thereof will be recovered from the Service provider.

49. Office of the Commissioner of GST and Central Excise, Nagpur-I Commissionerate, shall be at liberty to withhold any of the payments in full or in part for default in service and / or for the loss incurred by the Department as result of theft, burglary etc.

50. Vehicle should be always with full tank of fuels and the refueling needs to be done outside of the Office hours. In case of breakdown, immediate arrangement of the vehicle shall be made by the supplier with their own cost.

51. In case of any dispute of any kind, in any respect whatsoever, the decision of the Commissioner of GST and Central Excise, Nagpur-I Commissionerate, shall be final and binding.

52. On awarding the contract, the Service Provider must furnish to this office the original RC Book, the comprehensive insurance policy and copies of driving license of the driver of the vehicle for verification.

53. The Service Provider and his driver shall be bound to carry out the instructions of the Office of the Commissioner of GST and Central Excise, Nagpur-I Commissionerate, as well as any of the Officers assigned to use the vehicle.

54. The vehicle provided should be of exclusive use of Office of the Commissioner of GST & Central Excise, Nagpur-I Commissionerate. The vehicle to be deployed will not be used for any other commercial/ personal purpose or any other purpose by the Service Provider.

55. Agreement: -

- (i) The successful bidder will have to execute a contract agreement with the department and the validity of contract agreement will be for a period of one year from the date specified as per the agreement.

56. A penalty of Rs.1000/- per day per vehicle shall be levied if any vehicle fails to meet the above terms and conditions.

57. The vehicle must be available at any time of any day on 24 X 7 basis, subject to maximum number of days per month from which the vehicle is hire, as desired by the department.

58. The liability of Office of the Commissioner of GST and Central Excise, Nagpur-I Commissionerate, is limited to the contract value only.

59. Any matter during the period of this agreement, which has not been specifically covered by this agreement, shall be decided by the Office of the Commissioner of GST and Central Excise, Nagpur-I Commissionerate, whose decision shall be final and conclusive.

60. The hiring of the vehicle will be
- i. for a maximum period of 25/26 days per month subject to maximum of 2000 Kms per month;
 - ii. for a maximum period of 30/31 days per month subject to maximum of 2500 Kms per month;

Note: If the specified kilometers of 2000/2500 remain unutilized in a month, the same may be carried forward to the next months on first in first out basis.

61. No additional terms and conditions over and above the conditions stipulated above shall be entertained by the Office of the Commissioner of GST and Central Excise, Nagpur-I Commissionerate.

62. Any other dispute arising out of the contract will be subject to the jurisdiction of Courts of Nagpur.

(Anil Sasidharan)
Assistant Commissioner (Prev.)
CGST & Central Excise,
Nagpur-I Commissionerate

TECHNICAL BID**ANNEXURE-A**

1.	Name of the Bidder:		
2.	Address:		
3.	Mobile No. of the Bidder:		
4.	PAN No. (enclose self-attested copy of proof):		
5.	GST Registration no. (enclose self-attested copy of proof):		
6.	Name of the Vehicle:		
7.	Details of the Earnest Money: -		
	(i) Name of the Bank:		
	(ii) D.D. No. & Date		
	(iii) Amount		
	(iv) In case of Exemption (supporting documents enclosed):		
8.*	Model and year of manufacture of Vehicle.	Vehicle model	Year of manufacture
9.	RC Book No. for each vehicle (enclose self-attested copy of proof)		
10.	Kms. run by the Vehicle up to date of filing of tender.		
11.	Whether blacklisted by any Central / state Government or Central / State Government under takings? If blacklisted, indicate details. (submit the affidavit about non-blacklisting in prescribed format)		
12.	Whether convicted any court of law? If convicted, indicate details and enclosed a self-attested copy of the court's order.		

* Not applicable for the bidder who wants to give a new vehicle if the contract is awarded to him.

It is certified that all terms and conditions stipulated in the tender document is acceptable.

Date:

Name and Signature of bidder with seal

PRICE/ FINANCIAL BID DOCUMENT
(To be placed in separate envelope for each category of vehicle)

ANNEXURE-B

PRICE BID UNDERTAKING

From: (Full name and address of the Bidder)_____

To, _____
The Commissioner, GST & Central Excise,
Nagpur-I Commissionerate,
Nagpur

Dear Sir/Madam,

I submit the Price Bid mentioned below and related activities as envisaged in the Bid document.

S.No.	Vehicle Type	No. of vehicles	Model and year of the vehicles	Quoted rate per month	Job Description Total KMs in a month	No. of days
1	Small Sized Vehicles				Maximum 2000 KMS	20-25
2	Mid-Sized Vehicles				Maximum 2500 KMS	30/31
3	SUV				Maximum 2500 KMS	30/31
4	Innova				Maximum 2500 KMS	30/31

2. I have thoroughly examined and understood all the terms and conditions as contained in the bid document and agree to abide by them.
3. I offer to work at the rates as indicated in the price Bid, inclusive of all applicable taxes except GST.

Yours faithfully

(Signature of
Authorized Representative)

ANNEXURE-C

The Notary (Public) Civil Court,

I aged aboutyears,
S/o Shri..... residing at
..... do hereby
solemnly affirm state as follows:

That I am the proprietor of M/s

1. That, my Agency/firm/Central or State Government/ Central or State government undertakings have been allowed to participate in the tender dated of the office of the Commissioner of GST & Central Excise, Nagpur-I Commissionerate, Telenkhedi Road, Civil Lines, Nagpur for hiring of Vehicle.
2. That, I have neither been convicted nor any cognizance has been taken against by any court of Law till date.
3. That, my agency/firm/Central or State government/ Central or State government undertakings has not been blacklisted from any Central/State Government Department and Central or State Government undertakings.

The above statement is true to the best of knowledge and belief.

Witness

Deponent

- 1.
- 2.

ANNEXURE - D

Proforma of Bank Guarantee for performance security
(To be stamped in accordance with stamp Act)

Ref. No.

Date:

Bank Guarantee no.

Date:

To

The Joint Commissioner,
GST & Central Excise,
Nagpur-I Commissionerate,
Nagpur

Dear Sir,

In consideration of the office of Commissioner of GST & Central Excise, Nagpur-I Commissionerate (hereinafter referred to as the "owner", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded the contract for hiring of vehicles (specification) to M/s.....with its registered office at..... (hereinafter referred to as "contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), by letter of Award No..... dated..... and the same having been acknowledged by the "contractor" resulting in a contract to be executed for which the contractor having agreed to provide a contract performance guarantee for the faithful performance of the entire contract amounting to Rs..... (Rupees.....) only.

We
..... (name and address of the bank) having its head office at (hereinafter referred to as the 'bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the owner, on demand any or all monies payable by the contractor to the extent of Rs..... (Rupees..... only).

Only as aforesaid, at any time up to (days/month/year) without any demur, reservation, contest, recourse or protest and / or without any reference to the contractor.

Any such demand made by the owner on the bank shall be conclusive and binding notwithstanding any difference between the owner and the contractor or any dispute pending before any court, tribunal, arbitrator or any other authority. The bank undertakes not to revoke this guarantee during its currency without previous consent of the owner and further agrees that the guarantee herein contained shall continue to be enforceable till the owner discharges this guarantee.

The owner shall have the fullest liberty without affecting in any way the liability of the bank under the guarantee from time to time to extend the time for performance or the contract by the contractor. The owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the contractor and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the contract between the owner and the contractor or any other course or remedy or security available to the owner. The bank shall not be released to its obligation under these presents by any exercise by the owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the owner or any other indulgences shown by the owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the bank.

The bank also agrees that the owner at its option shall be entitled to enforce this guarantee against the bank as a principal debtor, in the first instance without proceeding against the contractor and notwithstanding any security or other guarantee the owner may have in relation to the contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to..... and it shall remain in force up to and including..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s on whose behalf this guarantee has been given.

Dated this Day of 2018 at.....

Witness:

(signature)

(signature)

(name)

(name)

(official address)

(official address)

Attorney as per power of Attorney no..... date