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SECTION - I

Bihar Education Project Council

Shiksha Bhawan, Rashtra Bhasha Parishad Campus Saidpur, Rajendra Nagar, Patna 800 004 SHORT NOTICE INVITING TENDER {TWO COVERS BID SYSTEM}

Sealed Tenders are invited up to dated:- 21.07.2020 hrs of 02:00 P.M. for Monthly and as per requirement hiring light commercial vehicles from prospective Service Providers /contractors who have the vehicle in his own name or in the name of proprietor/ company/partners/firm/director or who is willing to procure & provide vehicle if not having at present with permit from RTO registered as taxi. Type of Vehicle - Swift Dzire/ Honda Amaze/Mahindra Verito/Hyundai Xcent/ Honda City/Tata Tigor /Scorpio/Xylo/Safari/Innova Crysta/Fortuner (Ac) which are not older than 2018 year model, from the prospective Contractors.

-: SCHEDULE TO THE INVITATION OF TENDER:-

- 1. Tender No. BEPC/ACCTS/313/2018-19/3100 Dated 30/06/2020
- 2. Pre bid meeting on dated :- 14.07.2020 at 03:00 P.M. at Shiksha Bhawan.
- 3. Time and last date of submission of tender/bid :- 02:00P.M. Dated:- 21.07.2020
- 4. Time and date of opening of tender (Technical Bid) :- 03:00 P.M. Dated:- 21.07.2020
- 5. Services to be provided Hiring of Commercial Vehicle Swift Dzire/ Honda Amaze/Mahindra Verito/Hyundai Xcent/ Honda City/Tata Tigor /Scorpio/Xylo/Safari/Innova Crysta/Fortuner (Ac).
- 6. Earnest money Deposit :- Rs.25,000/- (Rupees Twenty Five Thousand only) for monthly basis and as per requirement basis proposal.
- 7. Duration of contract :- One Year from the date of Award of Contract with an option of extension for a further period of three Months on the same rates, terms and conditions.

Intending eligible bidders may obtain Bid Document free of cost from Chief Accounts Officer, Bihar Education Project Council, Shiksha Bhawan, Rashtra Bhasha Parishad Campus, Saidpur, Rajendra Nagar, Patna – 800004 on all working days up to 05:00P.M. dated:- 20.07.2020 or download from our website www.bepcssa.in. Bidders shall have to deposit Earnest Money Deposit of Rs.25,000/- (Rupees Twenty Five Thousand only) for monthly basis and requirement basis proposal as Bid security in the form of Demand Draft obtained from any Nationalised /Scheduled Bank, in favour of "BEPC-SSA-GENERAL HEAD", Payable at Patna alongwith Technical bid documents.

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SECTION II INSTRUCTIONS TO BIDDERS

1. SERVICES TO BE PROVIDED

Services to be provided are given in Section V.

2. ELIGIBLE BIDDERS:

- (a) The bidder should own or on lease sufficient number of vehicles of model not older than 2018 model which are registered as commercial vehicles in their names or Firm's name. The proof of ownership or lease holding should be produced as and when called for.
- (b) The bidder shall also submit full details of the vehicles that can be assigned in their favour and shall give a clear declaration that the firm will be able to supply commercial vehicle of model not older than 2018.
- (c) The bidder have to quoted the rate for monthly basis and as per requirement basis. If bidder fill only monthly basis and only as per requirement basis will not be accepted.

3. BID DOCUMENT:

- 3.1 Bid document includes :
 - a. Notice Inviting Tender.
 - b. Instructions to bidders.
 - c. General Conditions (Commercial) of the Contract.
 - d. Schedule of requirement and Hire Charges.
 - e. Services to be provided.
 - f. Bid Form and price schedule.
 - g. Letter of authorisation to attend bid opening.
- 3.2 The bidder is requested to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the Bid.
- 3.3 A prospective bidder requiring any clarification on the Bid Document shall notify the purchaser in writing in the Pre-bid meeting.

4. DOCUMENTS REQUIRED TO BE SUBMITTED FOR ESTABLISHING BIDDERS ELIGIBILITY AND QUALIFICATIONS.

- a) Current Valid copy of RC Book.
- b) Current Valid copy of current Taxi permit certificate.
- c) Current Valid copy of current Insurance Certificate.
- d) Current Valid vehicle Fitness Certificate regarding pollution.
- e) Model Number & Year.
- f) Original R/C Book & Documents & Vehicle to be produced at the time of Agreement.
- g)Turn Over should be not less than Rs.25,00,000/- (Rupees Twenty Five Lakh only) per annum. (Annual Accounts for the Financial Year 2016-17, 2017-18 and 2018-19 to be attached).
- h) Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. (If no, an original affidavit is to attached in this regard.)

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- i) Attested copies of IT returns for the Financial Year 2016-17, 2017-18 and 2018-19 filed by the agency.
- j) Attested copy of Partnership Deed or proprietorship deed or Article/ Firm Registration Certificate.
- k) GST Registration Certificate of the Firm/Bidder (copy should be attached).
- 1) E.P.F. & ESIC Registration Certificate of the Firm/Bidder (copy should be attached).
- m) Copy of Work Experience certificate/Copy of Work Order regarding hiring of vehicle issued by competent authority of Govt./Semi Govt/ PSU between 2016-17 to 2018-19.
- n) Bidder must have Office at Patna.

5. AMENDMENT TO BID DOCUMENT:

- i) At any time, prior to the date of submission of bid, BEPC may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the Bid Documents by amendments.
- ii) The amendments shall be notified in writing to all prospective bidders and these amendments will be binding on them.

6. DOCUMENTS COMPRISING THE BID:

The bid prepared by the bidder shall comprise the following components:-

- a) Documentary evidence established in accordance with clause no. 2 that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- b) Bid security furnished in accordance with clause no. 09.
- c) A clause by clause compliance as per clause no. 11.
- d) Bid form and price schedule completed in accordance with clause no. 7 & 8.

7. BID FORM:

The bidder shall complete the Financial bid form as per Section VI along with appropriate price schedule as per requirement furnished in Section – V of the bid document and Technical Bid Form as per Section VII.

8. BID PRICE:

The Bidder shall quote price as per schedule given in section V for any or all types of vehicles given in the schedule of requirement.

9. BID SECURITY:

- 9.1 The bidder must deposit Rs.25,000/- (Rupees Twenty Five Thousand only) for monthly basis and requirement basis proposal as Bid Security. The bid security shall be in the form of demand draft drawn in favour of "BEPC-SSA-GENERAL HEAD", payable at Patna. The price bid without accompanied by Bid Security shall be rejected. Demand Drafts should be enclosed with Technical Bid.
- 9.2 THE BID SECURITY MAY BE FORFEITED:
- a) If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.
- b) If the successful bidder fails :
 - i) To sign contract in accordance with clause 17.
 - ii) To furnish performance security in accordance with clause 2 of Section III.

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iii) The bid security of unsuccessful bidder will be discharged/returned as early as possible but not later than 30 days after the expiry of the period of bid validity.

10. FORMAT AND SIGNING OF BID:

The bidder shall prepare one complete set of originals of Technical bid and Financial bid placed in separate covers clearly marking them as "Original".

- 10.1 The original bid shall be typed or printed and <u>all pages numbered consecutively</u> and shall be signed by the bidder or a person duly authorised to sign.
- 10.2 The over writing / erasures in the bid made by the bidder shall be rejected.
- 10.3. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the original bid, except for un-amended printed literatures shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.
- 10.4. (i) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the State of Bihar and the same be attested by a notary public or registered before Sub-Registrar of the states(s) concerned.
 - (ii) The power Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the company/ Institution /Body corporate.
 - (iii) In case of the bidder being a firm, the said power of Attorney should be executed by all the partner(s) in favour of the said Attorney.

11. SUBMISSION OF BID:

THE COVER CONTAINING THE BIDS SHOULD BE SEALED WITH WAX.

The bids should be submitted in two covers for **every proposal**. The first cover superscribed as "Technical Bid" shall contain documents establishing bidders eligibility and Demand Draft for Bid Security as per clause 02, 04 & 09 of Section –II.

11.1. The second cover super scribed as "Financial Bid" shall contain the rates quoted by the contractor/bidder for each item shown in the schedule of requirement as per Section –V. Both the covers of "Technical bid" and "Financial bid" should be sealed separately by the personal seal of the bidder, And both the envelopes in turn, be put in another envelope and this envelope should be super scribed "Tender for Hiring Vehicles". All the two envelopes are to be duly sealed with wax or sealing tape.

Bid should be submitted by post or hand duly sealed and addressed to Chief Accounts Officer, Shiksha Bhawan, Rashtra Bhasha Parishad Campus, Saidpur, Patna – 800004 on or before 02:00 P.M on dated:- 21.07.2020 and should be dropped in Tender Box kept in BEPC, Office. Any Bid received after the deadline for submission of Bids shall be rejected and BEPC is not responsible for any Postal / Courier delay.

12. BID OPENING:

BEPC shall open Technical Bid cover containing documents in the presence of bidders or their authorised representative who wish to be present at the time of opening of bids on due date. Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening. After scrutiny of the Technical Bid for its satisfactory specification, the BEPC will short list those who are eligible and the date of opening of Financial Bid will be intimated later on. The Financial Bid will be opened only in those

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cases who fulfill the eligibility conditions & furnish all documents as given in Technical Bid.

13. EVALUATION:

- 13.1 BEPC shall evaluate the bids to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order.
- 13.2 If there is a discrepancy between words and figures the amount in words shall prevail prior to detailed evaluation, BEPC will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which confirms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by BEPC.
- 13.3 BEPC shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price of the services offered inclusive of all levies and charges including GST as indicated in the price schedule in Section IV (Part A & B) of the bid document.

14. AWARD OF CONTRACT:

BEPC shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within 02 weeks of issue of letter of intent, give his acceptance along with performance security.

15. SIGNING OF CONTRACT:

- 15.1 Signing of Agreement shall constitute the award of hiring contract on the bidder.
- 15.2 Upon the successful bidder furnishing the Performance Security the BEPC shall discharge its bid security in pursuant to clause.

16. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event BEPC may make the award to any other bidder at the discretion of BEPC or call for new bids.

17. PERIOD OF VALIDITY OF BIDS:

The bid validity period shall not exceed 90 days.

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SECTION III GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION:

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in NIT unless otherwise agreed by BEPC.

2. PERFORMANCE SECURITY:

- 2.1 The successful bidder is required to pay Total Performance Security amount equal to 5 % of the total approved estimated value.
- 2.2 Performance Security shall be submitted in the form of DD drawn in favour of "BEPC-SSA-GENERAL HEAD" payable at Patna.
- 2.3 Performance Security will be discharged after completion of contractor's performance obligations under the contract.
- 2.4 If the contractor fails or neglects any of his obligations under the contract it shall be lawful for BEPC to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

3. EXECUTION TIME LIMIT:

3.1 The time period as stipulated in the contract or letter of intent shall be deemed to be essence of the contract.

4. PAYMENTS TERMS:

Monthly Tax Invoice (bills) shall be submitted along with completed duty slips duly signed by the user and for monthly basis hiring, bills submitted along with log book.

4(a) Prices: -Rates charged by the contractor for the services given under the contract shall not be higher than the price quoted by the contractor in his bid.

5. TERMINATION OF CONTRACT:

- 5.1 BEPC may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts:-
- (a) If the contractor fails to arrange the supply of any or all of the vehicles within the period specified in the contract.
- (b) If the contractor fails to perform any other obligation(s) under General & Special conditions of the contract.
- 5.2 BEPC may without prejudice, to other rights under law or the contract provided get the hiring of vehicles done at the risk and cost of the contractor, in above circumstances.
- 5.3 "The BEPC Reserves the right to stop the usage of any Vehicle & Terminate the Tender at any time during the validity / Extended period of Tender without assigning any reason what so ever & BEPC shall not be responsible for any loss to Contractor on this Account "

6. TERMINATION FOR INSOLVENCY:

BEPC may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

7. FORCE MAJEURE:

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7.1 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,

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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 be 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 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 exit, and the decision of BEPC as to whether the supplies have been so resumed or not shall be final and conclusive, 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.

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SECTION-IV (Part – A) SCHEDULE OF REQUIREMENTS AND HIRE CHARGES Financial Bid

Monthly Rate For Patna & Outstation

TYPE OF VEHICLE REQUIRED (MODEL NOT OLDER THAN 2018)

	Category 'A'	
	SCHEDULE FOR Scorpio/Xylo/Safari (Ac) (One Vehicle)	Amount (Rs)
01	Monthly rate per vehicle for minimum of 1500 kms.of use per month including Fuel . GST Included.	
02	Charges for additional kilometere for use beyond 1500 kms. per month (@ Rs per Km.) GST Included.	
	Category 'B'	
	SCHEDULE FOR Innova Crysta AC (One Vehicle)	Amount (Rs)
01	Monthly rate per vehicle for minimum of 1500 kms.of use per month including Fuel. GST Included.	
02	Charges for additional kilometere for use beyond 1500 kms. per month (@ Rs	
	Category 'C'	
	SCHEDULE FOR Fortuner AC (One Vehicle)	Amount (Rs)
01	Monthly rate per vehicle for minimum of 1500 kms. of use per month including Fuel. GST Included.	
02	Charges for additional kilometere for use beyond 1500 kms. Per month (@Rs per Km.) GST Included.	

NIGHT HALT CHARGES PER NIGHT HALT Rs....

Name of Firm/Bidder :					
Address : -					
Place	Signature of Tenderer with Seal				
Date					
Phone No					
Mobile No.					

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SECTION-IV (Part – B)

SCHEDULE OF REQUIREMENTS AND HIRE CHARGES Financial Bid FOR Patna & Outstation

(MODEL NOT OLDER THAN 2018)

Local Duty					46.04	(Amount in Rupees
Packages	Hrs./Km	Swift Dzire/ Honda Amaze/Mahindra Verito/Hyundai Xcent/Honda City/Tata Tigor (Including GST)		Scorpio/Xylo/Safari (Including GST)	Innova Crysta (Including GST)	Fortuner (Including GST)
		Non AC	AC	AC	AC	AC
Full Day Local	12 hrs. 100 KM.					
Half Day Local	08 Hrs. 75 KM					
Partin Day	Per Hrs.					
Extra Use	Per K.M.					
Outstation Duty	Hrs./K.M.	Swift Dzire/ Honda Amaze/Mahindra Verito/Hyundai Xcent/Honda City/Tata Tigor (Including GST)		Scorpio/Xylo/Safari (Including GST)	Innova Crysta ((Including GST)	Fortuner (Including GST)
		Non AC	AC	AC	AC	AC
Basic Rate	Per K.M.					
Night Haltage Charge	Per Night					
Minimum Chargeable KM.		200 K.M. Per Day				

Name of Firm/Bidder :					
Address : -					
Place		Signature of Tenderer with Seal			
Date					
Phone No.					
Mobile No					

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SECTION - V

SERVICES TO BE PROVIDED

- 1. Service: Provision of commercial vehicles with licensed drivers, register commercial vehicles on Hiring basis for running in Patna and out side of Patna (Bihar).
- **2. Period of Contract:** Under normal circumstances the contract shall be valid for one year from date of issue of work order. However contract may be extended for further period of three months if agreed by the contractor and BEPC on the same rate, terms and conditions after ensuring competitiveness of the rates.
- **3. Quantity:** Estimated number of vehicles to be hired 10 (Ten) however it should be clearly noted that BEPC shall place the order only as per the actual requirement from time to time. Further BEPC may required upto 40 vehicles in special condition at a time.
- 4. Duty Hrs.: "Reporting Time / Place as per direction of the Controlling Officers"
- **5. Notice period**: i) For regular requirements one day in advance.
 - ii) Telephonic intimation shall be considered as notice.
- 6. Reporting Place: i) Any place within the jurisdiction of concerned Officer.
 - ii) Actual place of reporting shall be specified by users of vehicles.
- 7. Counting of distance: i) From originating office to terminating office distance only.
- **8. Accuracy of meter:** The meter reading should tally the actual distance of run at any Meters instant and authorised officer shall have full power to check up the meter for its correctness and to take action accordingly.
- 9. Penalties: i) In case during breakdown / Repairs for the vehicle. Change of vehicle is permitted initially for a period of 7 days. If * Tendered vehicle is not provided beyond 7 days, then Penalty of Rs. 50 will be imposed for every day till the tendered vehicle is provided, in addition to deduction on pro-rata basis for the period. If change of vehicle is to be provided by the contractor for a long period, the change of vehicle approval has to be taken from Chief Accounts Officer.
- * Note:- Tendered vehicle means any vehicle as per tender specification.
 - ii) 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. 100/- 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. 200/- per break down shall be imposed.
 - iii) In case of non-availability of vehicles penalty of Rupees for that day shall be imposed in addition to deduction at pro-rata basis for that day.
 - iv) In case of non-availability of vehicles during extra hours penalty of Rs. 100/- per occasion shall be imposed.

10. Special requirements:

- i) Intending bidder must have a telephone where requisition of vehicle requirement can be conveyed all the 24 hours.
- ii) Telephone numbers must be specified in the bid.
- iii) Payment of any Govt. Tax or duty for plying the vehicles in BEPC will be liability of contractor.
- iv) Parking and Toll charges, if any, may be claimed by producing valid parking / Toll slips in original.

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- v) Shortage in utilization of contracted KMs if any during a particular month will be suitably adjusted over a period of subsequent month.
- vi) Short utilization of contracted KMs in any of the month is not adjusted due to expiry of tender validity just before the closure of tender can be adjusted in EMD / SD of the Tenderer before refund of EMD / SD.
- vii) Intending bidder should arrange issue of proper identity Cards after verifying the antecedents of his drivers through Local Govt. offices.

viii) Driver should have mobile telephone for purpose of contact.

(Raman Kumar)

Chief Account Officer (I/c)
Bihar Education Project Council, Patna

SECTION VI FINANCIAL BID FORM

FINANCIAL BID FORM
Tender No Date:
To
The Chief Accounts Officer Bihar Education project Council. Shiksha Bhawan, Rashtra Bhasha Parishad Campus Saidpur, Patna – 800 004.
Dear Sir,
1. Having the conditions of contract and services to be provided Nos the receipt of
which is hereby duly acknowledge. I/we, undersigned, offer to provide commercial vehicles in
conformity with the conditions of contract and specifications for the sum shown in the schedule of
prices attached herewith and made part of this Bid.
2. I/We undertake, to enter into an agreement within one week of being called upon to do so
and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. If our Bid is accepted, we will obtain the guarantees of a Scheduled Commercial Bank for
a sum not exceeding 5% of the contract sum for the due performance of the Contract.
4. We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening
and it shall remain binding upon us and may be accepted of any time before the expiration of that
period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance
thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent
replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.
Signature of
Duly authorized to sign the bid for and on behalf of
Address
Signature
Signature of Tenderer with dated.

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SECTION - VII TECHNICAL BID FORM

To

The Chief Accounts Officer

Bihar Education project Council. Shiksha Bhawan, Rashtra Bhasha Parishad Campus Saidpur, Patna – 800 004.

SUBJECT : SEALED TENDER FOR HIRING OF I	LIGHT COMMERC	IAL VEHICLES.
Sir,		
With reference to		
Notice inviting quotations for hiring of Light Cor	nmercial vehicles.	We have read the terms and
conditions in the Bid Document and accept the sam	e and furnish the fol	lowing documents :-
1. The list of vehicles with models & regi	stration numbers or	wned or on lease, which are
registered as commercial vehicles. (As per Sec-II pa	ara-4	Annexure)
2. Attested copy of Partnership Deed or pr	oprietorship deed o	r Article / Firm Registration
Certificate	Annexure	
3. GST Registration Number/Shop Establish	nment Certificate	Annexure
4. E.P.F. & ESIC Registration Certificate		Annexure.
5. PAN No. of Firm/Bidder		Annexure
6. A valid work experience certificate issue	ed by the competent	authority of a PSU/Central/
State Govt. organization for satisfactory	performance of the	e contract or hiring Vehicles
between 2016-17 to 2018-19Annex	cure.	
7. Attested copy Income Tax Return for the	e Financial Year 20	16-17, 2017-18 and 2018-19
Annexure.		
8.Certificate of Firm/Agency is not bAnnexure.	olack listed (Orig	inal Affidavit by Court)
9. Bid Security /Earnest Money Deposit Rs	s. Rs.25,000/- (Rup	ees Twenty Five Thousand
only) for monthly basis and require	ement basis Vehic	le DD. No
dt Annexure.		
10. Turn Over Certificate (Accounts as per S	Sec-II para - 4)	Annexure
Yours faithfully,		
Name		
Address		
Telephone		
Name & Seal of the firm		
Date :		

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