

**TENDER DOCUMENT**  
**FOR**  
**PROVIDING MANPOWER (MULTI-TASKING STAFF & SECURITY**  
**SATFF)” ON OUTSOURCED BASIS FOR DIU COLLEGE, DIU**  
**HIGHER EDUCATION SOCIETY, EDUCATION HUB, KEVDI, DIU-**  
**362520.**

**Through Online tendering process only**

**Price: Rs.2,000/- (Rupees Two Thousand Only)**

**DIU HIGHER EDUCATION SOCIETY**  
U.T. Administration of Daman & Diu,  
Office of the Principal, Diu College, Education Hub,  
Kevdi, Diu - 362520  
Phone-02875-254115  
Email:acct.dcd@gmail.com

## Notice Inviting Online TenderDetails

Name of the Organization	Diu Higher Education Society, Education Hub, Kevdi, Diu -362520
IFB No. /Tender Notice No.	Tender Notice No.: A-21021/13/2019-GOV COLLEGE DIU /147
Name of the Project	Providing Manpower (Multi Tasking Staff & Security Staff) on outsourced basis.
Name of the Work	Providing Manpower (Multi Tasking Staff & Security Staff) on outsourced basis in Diu Higher Education Society, Diu.
Estimated Contract Value	Rs. 27.77 Lakh
Period of Contract	One Year
Bidding Type	Open
Bid Calls (No.)	One
Class of Bidder	Not Applicable
Tender Currency Type	Single
Tender Currency Settings	Indian Rupees (INR)
<b>Amount Details</b>	
Bid Document Fee	Nonrefundable Rs. 2,000/- (Rs. Two Thousand Only ) in the form of Demand draft.
Bid Document Fee payable to	"The Collector & Chairman, Principal & Member Secretary DHES, Diu" Payable at Diu
Bid EMD (INR)	Rs. 70,000/- (Rs. Seventy Thousand only) in the form of FDR (Valid for more than 6 months)
Bid EMD in favour of	"The Collector & Chairman, Principal & Member Secretary DHES, Diu" Payable at Diu
Security Deposit	Rs. 10% of the total amount of work-order in the form of Demand draft/ Bank Guarantee
Security Deposit in favour of	"The Collector & Chairman, Principal & Member Secretary DHES, Diu" Payable at Diu
<b>Tender Dates</b>	
Bid Document downloading starting date	11/08/2021, 11:00 hrs
Bid Document downloading end date	31/08/2021, 14:00 hrs
Pre-Bid Meeting Date	17/08/2021, 15:00 hrs
Last date & Time for Receipt (Submission) of Technical Bids	31/08/2021, 16:00 hrs
Technical opening	01/09/2021, 16:00 hrs or at any other date decided by committee members
Financial opening	03/09/2021, 16:00 hrs at any other date decided by committee members
Bid Validity period	One Year
Submission of certain documents	Submission of EMD, Tender fee and other documents in the office of The Principal, Diu College, Education Hub, Kevdi, Diu - 362520.
Remarks	Bidder shall submit their offer in electronic format on website, after digitally signing the same. Price offer in physical form received to Diu Higher Education Society, Diu College, Education Hub, Kevdi, Diu be outright rejected.

Phone	02875-254115
<b>Other Details</b>	
Officer Inviting Bids	The Principal, Diu College, Education Hub, Kevdi , Diu – 362520.
Bid Opening Authority	The Principal, Diu College, Education Hub, Kevdi , Diu – 362520.

**General Terms and Conditions:**

1. Bidders can download the Tender document from the website.
2. Bidders have to submit Price bid in Electronic form only on e-procure website till the last date and time of the submission.
3. Price bid in physical form will not be accepted in any case.
4. For any kind of query related to the tender kindly contact Officer, Diu College in person on date 17/08/2021 at 15:00 hrs in the Pre-Bid Meeting at mentioned address “Diu Higher Education Society, Diu College, Education Hub, Kevdi, Diu – 362520.

Bidders who wish to participate in online tenders will have to procure /should have legally valid Digital Signature Certificate as per Information Technology Act -2000 using which they can sign their electronic bids. Bidders can procure the same from any license certifying authority of India.

Other Terms & Conditions are as per detailed Tender documents.

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## **Invitation for Bids (IFB)**

Diu Higher Education Society is an initiative of U.T. Administration Daman & Diu for the purpose of promoting excellence in Higher Education. Bids are invited to provide Manpower (Multi Tasking Staff & Security Staff) on outsourced basis to the Diu Higher Education Society, Diu.

### **SCHEDULE FOR INVITATION OF TENDER**

**TENDER NAME: PROVIDE MANPOWER (MULTI TASKING STAFF , SECURITY STAFF & SWEEPING STAFF) ON OUTSOURCED BASIS TO THE DIU HIGHER EDUCATION SOCIETY, EDUCATION HUB, KEVDI, DIU-362520.**

To	
Issue of Tender	From 11/08/2021,11:00 hrs up to 31/08/2021,14:00Hrs
Bid Due Date	31/08/2021,14:00Hrs
Bid Submission Address	The Principal, Diu College, Education Hub, Kevdi, Diu – 362520.

#### **Note:**

1. Please address all queries and correspondence to the The Principal, Diu College, Education Hub, Kevdi, Diu – 362520.
2. If the office of The Principal, Diu College, happens to be closed on the day of receipt of the bids as specified, the bids will be received and opened on the next working day on opening of the office up to the same time and at the same venue.
3. Please quote Reference Number in all your correspondence. Queries or correspondence by DHES will be done through mail – [acct.dcd@gmail.com](mailto:acct.dcd@gmail.com).

#### **General Instructions**

1. Bidders who wish to participate in this selection process will have to register on <https://www.ddtenders.gov.in>. Further; participating Bidders will have to procure Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic commercial proposal. Bidders can procure the same from an agency licensed by Controller of Certifying Authority, Government of India. Bidders who already have a Digital Certificate need not procure a new digital certificate.
2. The **Demand draft** for the Tender Fee should be drawn from any Nationalized Bank or any other Bank authorized by Government for Financial transactions. EMD should be in form of FDR and Security Deposit may be given in the form of FDR/ Bank Guarantee.
3. **Technical bid:** Bidders shall submit physically their bids in TWO SEPARATE PARTS in sealed envelopes super-scribed with due date, time, project and nature of bid.

**a.) PART-I**

An **open envelope** superscribed with "**Tender Fee& EMD**", the Tender fee of Rs. 2,000/- (Rs. Two Thousand only) in form of Demand Draft(Non-refundable) and Bid EMD of Rs. 70,000/- (Rs. Seventy Thousand only) in form of FDR drawn in favor of "**The Collector & Chairman, Principal & Member Secretary DHES, Diu**" Payable at Diu valid for more than 6 months.

**b.) PART-II**

Technical Bid document in a separate **sealed envelope** superscribed with "**Tender Document**" Original copy of all documents of TECHNICAL BID complete with all technical and commercial details except the price. Original printed documents shall be considered authentic and final. All pages of the offer must be signed. It should be given proper numbers and The Detailed Index mentioning name and type of document and page numbers should be made by the bidder and should be put up at the very first page.

**Note: Filling up prices in Part-II will render the Bidder disqualified**

The enclosed CUT-OUTS Slips shall be filled and pasted on the envelopes.

**The Bidders are also required to upload all the relevant documents on website <https://www.ddtenders.gov.in>**

4. **Financial Bid: Bidders shall submit the FINANCIAL BID online only.**
5. **Security Deposit:** The selected bidder have to deposit a security deposit of 10% of the total amount of work order issued within 07 (seven days). The bidder may give Security Deposit in the form of Bank draft/Bank Guarantee drawn from any Nationalized Bank or Government of Gujarat approved bank for Government Financial transactions.
6. The selected bidder should submit affidavit duly notarized that they will accept all the terms and conditions, special notes of tender documents and the completion of the contract within 1 month of getting the work order.
7. Once quoted, the Bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation may be specifically stated in the bid. Such price changes shall render the bid liable for rejection.
8. Bidder shall quote the prices valid for 365 days.

Yours faithfully,  
\_\_\_\_sd\_\_\_\_  
The Principal,  
Diu College,  
Education Hub,  
Kevdi, Diu- 362520.



# Important Data

## Part - One

To be pasted on the outer envelope containing the *Tender Fee & EMD*

PROJECT	Providing Manpower (Multi Tasking Staff & Security Staff) on outsourced basis to Diu Higher Education Society, Educaiton Hub, Kevdi, Diu.
Due Date and Time	___/___/2021, 14:00Hrs
From: <Name of the Bidder> <Address>	To: The Principal, Diu College, Education Hub, Kevdi, Diu - 362520. Phone No. 02875-254115

## Part - Two

**To be pasted on the outer envelope containing the Technical Bid Document**

**TO BE OPENED BY AUTHORISED PERSONNEL**

**TECHNICAL BID DOCUMENT - ORIGINAL & COPY-I**

PROJECT	Providing Manpower (Multi Tasking Staff & Security Staff) on outsourced basis to Diu Higher Education Society, Educaiton Hub, Kevdi, Diu.
Due Date and Time	___/___/2021, 14:00Hrs
From: <Name of the Bidder> <Address>	To: The Principal, Diu College, Education Hub, Kevdi, Diu – 362520. Phone No. 02875-254115

## **CHAPTER - 1 :INSTRUCTIONS TO THE BIDDERS**

### **Article -1: Definitions**

In this document, unless the context specifies otherwise, the following words and phrases shall mean and include:

1. To address Diu Higher Education Society as “DHES”.
2. “Agreement” means the document signed by the Principal, Diu College or any authorized officer and the authorized person from bidder that incorporates any final corrections or modifications to the Tender and is the Legal document binding both the parties and conditions of the Contract.
3. “Bid” means the complete bidding document submitted by the bidder to the DHES and shall include any corrections, addenda and modifications made therein.
4. “Bidder” shall mean a corporate entity or a society or a service providing firm eligible to participate in the Tender in the stages of Pre-qualification, Bidding process and shall include the successful Bidder during the currency of the Contract.
5. “Contract Period” shall mean entire term of the contract as indicated in the Article 1, Chapter 4.
6. “Contract” shall include the Terms of Reference as outlined under Chapter 3 within time limits indicated under Article I, Chapter 4 for which the Bidder shall be paid in accordance with the terms and conditions of the Agreement.
7. “Corrupt Practice” means the offering, giving, receiving, or soliciting of anything of value, pressurizing to influence the action of a public official in the process of Bidder selection and Contract execution.
8. “Financial Capability” means financial worthiness of Bidders as per the terms of Tender.
9. “Government” shall mean the Government of U.T, Daman & Diu.
10. “Local Language” means the language declared by the concerned U.T. Government as their official language.
11. “Tenderer” means the organization/institution, which is floating this tender i.e. DHES, Diu.
12. “Total Accepted Tender Value” means the total value as covered under this Tender and agreed upon by the Tenderer and the Bidder.

### **Article -2: Proposed project**

The objective of Diu Higher Education Society is to promote excellence in Higher Education. The organization has its own premises at Education Hub, Kevdi, Diu – 362520.

**Article-3: List of Manpower (Multi Tasking Staff & Security Staff) for Diu College**

Sr. No	Categories of Man Power( Multi task Staff & Security Staff)	Required Number of Man Power	Responsibilities / Duties	Duty Timing	No.of Days of working
1	Male Security Guard (8 hours)	1	Security of entire campus of the Diu College	08 hours or as decided by the Principal	Continuous service for whole contract
2	Female Security Guard (8 hours)	1	As per directions of Principal	08 hours or as decided by the Principal	College working days
3	MTS/Peon/Attendant	3	General duties as Peon (in college, office & premises). To keep the equipment clean and serviceable/ Library/ computer lab/ attend the Class Rooms as per necessity. All the instructions to be attended to at the earliest. As per directions of Principal	08 hours or as decided by the Principal	College working days
4	Sweeper/Cleaning Staff/MTS (Male)	3	Sweeping & Cleaning of entire area of the college building and	08 hours or as decided by the	College working days

			surrounding area.	Principa l	
5	Sweeper/Cleaning Staff/MTS (Female)	8	Cleaning & washing of Toilets and urinal using, detergents and disinfectants once a day.  All the instructions to be attended to at the earliest.	08 hours or as decided by the Principa l	College working days
<b>Total</b>		<b>16</b>			

**Article-4: Eligibility Criteria for Bidders:**

<b>Sr. No.</b>	<b>Eligibility Criteria</b>	<b>Documentary Evidence to be attached</b>	<b>Page number on which documentary proof attached</b>
1	Organization/Individual Contractor/Contractor should have Registered office at Diu or Gujarat State	Certificate of Registration	
2	License to engage in the business of private security/HR agency/ Manpower Supply	Copy of License	
3	Organization should have Average turnover of Rs.1,40,00,000/- of the last Three Years	Certified Audited account statements of Last three Years. 2019-20 2018-19 2017-18	
4	Organization should have Carried out job of Providing Manpower (Multi Tasking Staff & Security Staff) for at least last 03 years	03 Work order and Satisfactory Work Completion Certificate from 03 Different Departments of Government of India/ Statutory Bodies/PSUs/ Universities/Govt.Colleges/GIAColleges/Govt.Institutes for last 3 Years.	

## **CHAPTER-2: GENERAL TERMS AND CONDITIONS**

### **Article -1: Checklist of Documents comprising the Bid**

1. The bid document shall have the following documents:

#### **Part-I**

*Tender Fee &EMD* in the form prescribed in the Tender.

#### **Part-II**

1. Bid signed and sealed (with official seal) in original (with photocopies in copy I) on all pages with all pages duly numbered.
2. In case bidder is a company- Certified copy of Certificate of Incorporation for companies & Memorandum and Articles of Association **Or**  
In case of firm-Certified copy of the Registration Deed **Or**  
Certified copies of documents submitted, as above, must be signed and carry the seal of the authorized signatory.
3. List of present Director/ owners/executives as applicable.
4. General power of attorney/Board of Directors resolution/Deed of Authority contract and all correspondence/documents thereof.
5. Audited Balance sheet and Income statement duly signed by the statutory auditors and authorized signatory/ies of the Bidder for the years 2017-18, 2018-19 & 2019-20.
6. Documentary evidence (signed by authorized signatory) proving that bidder fulfills the eligibility criteria stated in Chapter 5, Annexure II.
7. 03 Work order and Satisfactory Work Completion Certificate above from 03 different Departments of Government of India/ Statutory Bodies/PSUs/Universities/ Govt. Colleges/ GIA Colleges/ Govt. Institutes for the last 3 Years from the date of tender .
8. Documentary evidence (signed by authorized signatory) proving that bidder fulfills the eligibility criteria.
9. Clause by clause compliance statement for the whole Tender Document including all Annexure.
10. All deviations and/or non-compliance clauses shall be listed separately
11. Details in the formats as given at Annexure (Please check all the Annexure)

### **Article -2: Bid Document**

Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submits a Bid not substantially responsive to the bidding documents in every respect may result in the rejection of the Bid.

### **Article -3: Amendment of Bidding Documents**

1. At any time prior to the deadline for submission of the bids, The Principal, Diiu College for any reason, whether at her own initiative or in response to the

clarifications requested by prospective Bidders may modify the bidding documents by amendment.

2. All prospective Bidders who have submitted the bidding documents will be notified of the amendment and such modifications will be binding on them.
3. In order to allow prospective Bidders a reasonable time to take the amendment into account in preparing their bids, Diu Higher Education Society, at its discretion, may extend the deadline for the submission of the bids.

#### **Article -4: Language of the Bid**

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Diu Higher Education Society shall be in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of relevant pages in English. For the interpretation of the bid, the translation shall govern.

#### **Article -5: Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of the Bid and Diu Higher Education Society will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.

#### **Article -6: Bid Forms**

1. Wherever a specific form is prescribed in the Tender Document, the Bidder shall use the form to provide the relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.
2. For all other cases, the Bidder shall design a form to hold the required information.
3. Tenderer shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms. Conditional Bids shall be rejected.

#### **Article -7: Fraudulent & Corrupt Practice**

1. Fraudulent practice means a misinterpretation of facts in order to influence a procurement process or the execution of contract and includes collusive practice among the Bidders (prior to or after Bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Diu Higher Education Society of benefits of free and open competition.
2. Tenderer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing the contract(s).

#### **Article -8: Lack of Information to Bidder**

The Bidder shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfill his obligation under the document.



### **Article -9: Contract Obligations**

If after the award of the contract the bidder does not sign the Agreement or The Principal, Diu College reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this document and forfeit the EMD/Security Deposit deposited by the bidder to college at the time of Bid

### **Article -10: Bid Price**

1. The Financial bid should indicate the prices in the format/price schedule given at the Annexure. Bidder shall categorically confirm strict compliance with the following stipulations in respect of their offer.
  - a) Any effort by a Bidder or Bidder's agent/consultant or representative howsoever described to influence the Diu Higher Education Society in any way concerning scrutiny/consideration/evaluation/comparison of the bid or decision concerning award of contract shall entail rejection of the bid.
  - b) The Bidder should indicate a single consolidated rate for contract period based on the payment terms specified in the Tender.
  - c) Bids should be submitted directly by the Bidder and it is compulsory to bid for each type of manpower.
2. Diu Higher Education Society reserves the right to seek clarification/justification from the Bidder on the bid price in case Diu Higher Education Society deems it necessary. Based on the justification provided by the Bidder, if Diu Higher Education Society feels that the price is unrealistic/ infeasible in order to execute a project of this nature, Diu Higher Education Society reserves the right to reject the said bid. The Bidders shall be governed by the decision of the Diu Higher Education Society

### **Article -11: Bid Currency**

For providing the Manpower (Multi Tasking Staff & Security Staff) required in the Tender the prices shall be quoted in Indian Rupees. Payment for such services as specified in the agreement shall be made in Indian Rupees only.

### **Article-12: Earnest Money Deposit & Bid Security**

1. The Bidder shall furnish, as part of the Bid, a EMD for the amount of Rs. 70,000/- (Rupees Seventy Thousand only) by FDR in favor of "**The Collector & Chairman, Principal & Member Secretary DHES, Diu**", payable at Diu issued by any Nationalized Bank or any other Bank authorized by Government for Financial transactions in India in a separate envelope. Only after confirmation of valid EMD, the Technical Bid will be opened.
2. No interest shall be paid on EMD.
3. EMD of bidders not shortlisted will be refunded within 30 days from the date of declaration of Short-listed Bidder.
4. The selected bidder has to deposit a security deposit of 10% of the total amount of work order issued within 07 (seven days). The bidder may give Security Deposit in the form of Bank draft/Bank Guarantee drawn from any Nationalized

Bank or Government of Gujarat approved bank for Government Financial transactions.

5. EMD should be in form of FDR and Security Deposit may be given in the Form of FDR/Bank Guarantee.
6. Security Deposit will be refunded after **1 Year** from the date of successful completion of contract.
7. The EMD/Security Deposit may be forfeited either in full or in part, at the discretion of The Principal, Diu College, on account of one or more of the following reasons:
  - a) The Bidder withdraws their bid during the period of Bid validity specified by them on the Bid letter form
  - b) Bidder does not respond to requests for clarification of their Bid
  - c) Bidder fails to co-operate in the Bid evaluation process and
  - d) In case of successful Bidder, the said Bidder fails
    - 1) to sign an agreement in time or
    - 2) to perform the assignment timely and properly
    - 3) to fulfill terms and conditions as laid down by DHES from time to time

#### **Article -13: Period of Validity of Bids**

1. Bidder has to provide manpower (multi tasking staff & Security Staff) within 15 days from the work order. After the said time, 5% penalty will be deducted weekly and if the penalty will reach to 20%, the work order will be canceled and security deposit will be forfeited.
2. Bids shall remain valid for 1 year after the date of Bid opening prescribed by The Principal, Diu College and manpower shall be provided on the same rate and condition.
3. In exceptional circumstances, the Diu Higher Education Society may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended. A Bidder granting the request is not required nor permitted to modify the Bid.

#### **Article -14: Format and Signing of the Bid**

1. The Bidder shall submit only one Original Copy of the bid. The same copy will be considered as authentic and final. The bidder has to write page numbers on each page along with stamp of the agency and signature of the authorized person of the agency. The bidder needs to make an index at the very first page clearly mentioning the name and type of the document along with page numbers.
2. The original copy of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized (as per Annexure) to bind the Bidder to contract Agreement. All pages of the bid, except form un-amended printed literature, shall be initialed by the person or persons signing up the bid. All the pages of the bid should be numbered.
3. The complete bid shall be without alterations or erasures, except those to accord with instructions issued by the Diu Higher Education Society or as necessary to

correct errors made by the bidder, in which case such corrections shall be initiated by the person or the persons signing the bid.

### **Article -15: Sealing and Marking of Bid**

Bidder shall submit their bids in two separate parts in sealed envelopes, superscribed with project and nature of bid (Tender fee, EMD and Technical document).

Part I:

The Tender fee & EMD in a separate **open envelope** super scribed with the "**Tender Fee& EMD**"

Part II:

The Tender Document in a separate **sealed envelope** super scribed with "**Tender Document**".

Original copy of Technical Bid complete with all technical details other than price i.e. identical to Part II with prices blanked out

NOTE: Filling up prices in Part II will render the Bidder disqualified.

The envelopes containing Part I and Part II of bid should be enclosed in a larger envelope duly sealed. The enclosed CUT-OUT Slips (Formats given earlier) shall be filled and pasted on the envelopes. All pages of the offer must be signed.

The outer envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in cases if it is declared "late"

1. If the outer envelope is not sealed and marked as required, the Diu Higher Education Society will assume no responsibility for the bid's misplacement or premature opening.
2. The bidder should submit the financial bid online on the website for the entire work.
3. The bidder is also required to upload the technical bid documents on website
4. If these envelopes are not sealed and marked as required, the Diu Higher Education Society will assume no responsibility for the bid's misplacement or premature opening and rejection.

### **Article -16: Bid due date**

1. Bids must be received by the Diu Higher Education Society at the address specified in the Tender Document not later than the date specified in the bid.
2. The Diu Higher Education Society may, at its discretion, on giving reasonable notice by mail or any other written communication to all prospective bidders who have been issued the Tender documents, extend the bid due date, in which case all rights and obligations of the Diu Higher Education Society and the Bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

### **Article -17: Late Bid/Conditional Bid/Incomplete Bid**

1. Any bid received by the Diu Higher Education Society after the bid due date/time prescribed in the Tender document shall be rejected.
2. Any bid indicating conditions beyond those indicated in this Tender document i.e. conditional bid shall be rejected.
3. Any bid received by the Diu Higher Education Society in an incomplete state shall be rejected.

### **Article -18: Modification and Withdrawal of Technical Bid**

1. No Bid will be modified after the submission of bids.
2. No Bid will be withdrawn in the interval between the submission of bids and the expiration of the period of Bid validity specified by the Bidders on the Bid letter form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security.

### **Article -19: Opening of Bids by Diu Higher Education Society**

1. Bids will be opened on the pre-decided day in the presence of Committee formed by Diu Higher Education Society.
2. At the pre-decided time, the Diu Higher Education Society contact person shall open the Technical Bids and list them for further evaluation.

### **Article -20: Contacting the Diu Higher Education Society**

1. Bidders shall not approach the Diu Higher Education Society officers outside of office hours and/or outside the Diu Higher Education Society premises, from time of the Bid opening to the time the Contract is awarded.
2. Any effort by Bidder to influence the Diu Higher Education Society officers in the decision on Bid evaluation, bid comparison or contract award may result in rejection of the Bidder's offer. If the Bidder wishes to bring additional information to the notice of the Diu Higher Education Society, it should do so in the writing.

### **Article -21: Bid Evaluation**

#### A) Bid Evaluation Committee:

The above evaluation shall be done by an Evaluation Committee decided by the Chairman, Diu Higher Education Society, Diu. The Committee shall determine the approach and methodologies for the issues, which may arise during the above, referred evaluation exercise and have not been addressed in this Tender document. The decision of the committee in all matters shall be final and binding on all the Bidders.

#### B) Technical and Financial Evaluation:

Technical bid will be evaluated by Bid Evaluation Committee. The Financial bid of only technically qualified Bidders shall be opened as per decision and recommendation of Bid

Evaluation Committee. The successful bidder shall be selected on the basis of lowest bid (L-1) as per evaluation parameters and after the negotiation with the bidder.

**Article -22: The Diu Higher Education Society to Vary Scope of Contract at the time of an Award**

1. The Diu Higher Education Society may at any time, by a written order given to the Bidder make changes which include inclusion of more User Groups or exclusion of some User Groups within the general scope of the contract.

**Article -23: The Diu Higher Education Society Right to accept any Bid and to Reject any or all Bids**

1. The Diu Higher Education Society reserves the right to reject any Bid and to annul the bidding process and reject all bids at any time prior to Award of Contract. Without thereby incurring any liability to the affected Bidder(s) or any obligations to inform the affected Bidder(s) of the grounds for such decisions.

**Article -24: Notification of Award & Signing of Contract**

1. After the Technical and Financial evaluation of bids, Diu Higher Education Society will award the work order to successful Bidder.
2. Within 07 (seven) days of receipt of the Work order, the successful Bidder shall sign and date the work order with acceptance letter of said work and return it to Diu Higher Education Society. If the successful Bidder thus selected fails to sign the contract as stipulated, the Diu Higher Education Society reserves the right to offer the contract to the next lowest Bidder.

**Article -25: Bid Security**

1. The security deposit will be taken as bid security of 10% of the total amount of work order issued within 07 (seven) days.

**Article -26: Payment Terms**

The payment terms will be as follows

1. All the payments to the SP (Service Provider/Bidder) will be made by Diu Higher Education Society or Diu College directly to the SPs as per the rates finalized in the Tender within 30 days from the date of the receipt of the invoice/bill.
2. Payment shall be made on conclusion of the calendar month only on the basis of duties performed by each person during the month.
3. No advance will be paid.
4. Following documents are to be presented by the successful bidder for payment:
  - Duplicate of invoices in name of The Principal, Diu College.
  - Request letter clearly mentioning the total amount of payment,
  - Bank details

- Details of disbursement made to staff through electronic transfer for each payment.
  - Proof of payment of statutory obligation such as EPF/ ESI / GST and any other applicable tax.
  - PAN Card details and GST Registration details
5. The Supplier's request(s) for payment shall be made to the Receiver in writing, accompanied by an invoice describing, as appropriate, and the Services provided, and by documents, and upon fulfillment of other obligations stipulated in the contract.
  6. Income Tax TDS, GST TDS and other statutory deductions, as applicable will be deducted from the payment.
  7. Payment shall be made in Indian Rupees against completion of work.

**Article -27: Penalty**

1. The Diu Higher Education Society will charge 10% penalty on Bill of successful bidder in the any following case:
  - a. Bidder fails to provide the Manpower (Multi Tasking Staff & Security Staff) specified by the Diu Higher Education Society.
  - b. If the Bidder fails to perform/fulfill any terms and conditions as laid down by DHES from time to time
2. The Diu Higher Education Society shall terminate the contract on evidence of persistent unsatisfactory performance in the services provided by the Bidder by giving 15 days notice.

## **CHAPTER-3: TERMS OF REFERENCE**

### **Article -1: Introduction**

1. The organization has its own premises at Education Hub, Kevdi, Diu- 362520.
2. Bids are invited to provide manpower (Multi Tasking Staff & Security Staff) to DHES. on the contract basis. The bidder shall have to maintain high standards with respect to quality.

### **Article -2: Service Provider's Team**

1. The Bidder will appoint an executive to coordinate and periodically review the quality of services provided to the Diu Higher Education Society.

## **CHAPTER-4: SPECIAL TERMS AND CONDITIONS OF CONTRACT**

### **Article -1: Contract Period**

1. The service shall commence from the date of signing of the Agreement and shall continue thereafter for a period of **365 days**.
2. The service shall be reviewed by the Diu Higher Education Society the end of contract.
3. The period of contract may be further extended up to 3 years after the completion of contract on satisfactory completion of duties and at the discretion of the DHES

### **Article -2: Bidder's Obligation**

1. The Bidder shall appoint an Authorized person to coordinate with the Diu Higher Education Society in all matters related to Bidder for the satisfactory provision of services sought by the Diu Higher Education Society.
2. The Bidder shall be responsible for all statutory obligations/ liabilities like Salary, ESI, PF, etc as per Labour Laws for the manpower employed for providing the services to Diu Higher Education Society.

### **Article -3: Diu Higher Education Society's Obligation**

1. The Diu Higher Education Society shall appoint an Authorized person as Officer, Diu College to coordinate with the Bidder in all matters related to services provided by the Bidder.
2. The Diu Higher Education Society shall release the funds in timely manner, after satisfying itself of all the service provision related obligations.

#### **Article -4: Acceptance & Quality Check by Third Party Agency**

1. The Diu Higher Education Society reserves the right to evolve a procedure of checking to ensure that the services provided by the Bidder are as per the prescribed norms. The Acceptance test shall be conducted by the Bidder in the presence of the Committee of experts or institution nominated by the Diu Higher Education Society.

#### **Article -5: Liquidated Damages**

1. In the event of failure of the Bidders to secure acceptance by the Diu Higher Education Society, before the commencement date as prescribed by the Diu Higher Education Society, the Diu Higher Education Society reserves the opinion to recover from the Bidder as liquidated damages and not by way of penalty, 10% of the Total Accepted Tender Value of the services to be rendered for the period after the said commencement date, until acceptance without prejudice to other remedies under the contract

#### **Article -6: Termination of the Contract**

1. The Diu Higher Education Society will have the right to cancel the contract if the Bidder commits breach of any or all conditions of the contract. Breach of Contract includes, but not limited to, the following:
  - a) It is found that the services provided by the Bidder are irregular and/or unsatisfactory.
  - b) The Bidder stops providing services and such stoppage have not been authorized by the Diu Higher Education Society.
  - c) The Bidder may become bankrupt or goes in liquidation other than for the said project.
  - d) The Diu Higher Education Society gives notice to correct a particular irregularity/defect and the Bidder fails to correct such irregularity/defects within a reasonable period of time determined by the Diu Higher Education Society.
2. If the contract is terminated by Diu Higher Education Society unilaterally, the Diu Higher Education Society will pay the Bidder remaining amount, if any, for the payment for service charges for the period for which the service has been rendered and all other claims through mutually agreeable settlement

#### **Article -7: No Claim Certificate**

1. The Bidder shall not be entitled to make any claim, whatsoever, against the Diu Higher Education Society, under or by virtue of or arising out of this Contract, nor shall the Diu Higher Education Society entertain or consider any such claim, if made by the Bidder and the Bidder shall have signed a "No Claim" Certificate in favor of



the Diu Higher Education Society in such forms as shall be required by him after the works are finally accepted.

**Article -8: Suspension**

1. The Diu Higher Education Society may, by a written notice of suspension to the Bidder, suspend the Contract if the Bidder fails to perform any of its obligations under this Contract provided that such notice of suspension:
  - a) Shall specify the nature of failure and
  - b) Shall request the Bidder to make good/to rectify such failure within a specified period from the date of receipt of such notice of suspension by the Bidder.

**Article -9: Details to be kept Confidential**

1. The Bidder shall treat the details of the contract as private and confidential, save in so far as may be necessary for the purposes thereof in any trade or technical paper or elsewhere without the previous consent in writing by the Diu Higher Education Society. If any dispute arises as to necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the Diu Higher Education Society whose decision shall be final.
2. The Bidder or his representative or deployed manpower should neither disclose the data of the project nor sell the data or use it for commercial exploitation or research work without the written permission of the Diu Higher Education Society.

**Article -10: Transfer of Rights**

1. The Bidder shall not transfer or sub contract the Contract to anybody except with the prior permission of the Diu Higher Education Society.

### **Special Notes:**

1. Minimum salary per month is proposed above is excluding all taxes & Service Charges. The tenderers should give a detailed breakup of the minimum salary, taxes and charges with deductions and contributions to be levied by the agency for the posts mentioned.
2. The remuneration shall be disbursed through cheque at Office of the Diu College, Diu premises in the presence of Accountant, Diu College, Diu or its constituent.
3. The tenderer should show the PF on master's roll challan copy providing of last month.
4. The contracting Agency will ensure payment by the 5th of every succeeding month to their employees provided to the Diu College, Diu, Office/Premises as per the monthly remuneration quoted without any deduction.
5. The Contracting Agency will submit the invoice/bill along with proof of disbursement in triplicate after making the payment to the employees provided to the Diu College, Diu office/ premises supported with the following documents:
  - I. Details of disbursement made to the staff furnishing Cheque details for each payment.
  - II. Proof of payment of statutory obligation such as EPF/ ESI, /Service Tax and any other applicable tax.
  - III. Payment to the Contracting agency will be released within 30 days from the date of the receipt of the invoice/bill.
6. The Contracting Agency will provide Identity Card to all his employed deputed as per the format suggested by the indenting Office valid for the period contract.
7. The Contracting Agency shall comply with all statutory obligations. Minor variations as per actual calculation will be borne by the Indenter /Client.
8. It is mandatory for the Contracting Agency to submit the valid copy of License of man power supply, License of Security service, Experience Certificate, Provident Fund, ESI challan of so persons or labour, PAN Number, GST of agency / Firms, attested copy of license of so purpose or labours obtained from the Govt. Of Gujarat and/on UT administration of Daman & Diu private security agencies, failing which the bid will be treated as disqualified /non responsive.
9. The normal office hours of Diu College, Diu is from 10:00 AM to 6:00 PM six days from Monday to Saturday. However, the Contracting Agency will provide the services round clock all the days in a month according to the duty timing shown at pre-pages/above. Diu Higher Education Society, Diu also reserves the right to

request for the services of additional/extra manpower. The contracting agency will be compensated, for extra manpower provide, by the Indenting Agency as per the rate quoted.

10. In case of absence on any working day, the remuneration will be regulated as per the attendance record per day.
11. The Contracting agency will be obliged and solely responsible to comply with all statutory requirements in respect of manpower engaged by him and DHES shall not be a party to any dispute arising out of such deployment by the contractor.
12. The manpower so deployed shall have to adhere to the punctuality strictly. Late arrivals, early departure and short leaves shall not be permitted.
13. If need arises, the outsource staff shall have to sit late or come early or attend the office even on Sunday/ Gazetted Holidays ( as per the work requirements).
14. In case of absence of outsourced staff the service provider must arranged other staff for duty. Otherwise salary of each absence shall be deducted.
15. The Candidate / Manpower provided by the Contracting Agency shall be accepted only after scrutiny by committee of the Diu Higher Education Society, Diu. Therefore, minimum three-four bio-data shall be made available against each slot in each category. The candidate may be invited for personal discussion also. No conveyance or any other charges will be paid by DHES, Diu. In case, none is found suitable then additional bio-data shall be made available by the Contracting agency, promptly i.e. within 24 hours. The replacement of a candidate on account of absence / unsuitability for Diu College, Diu shall be made within 24 hours.
16. In case of any loss, theft / subrogate caused by / attributable to the personnel deployed, the Principal. Diu College, Diu reserves the right to claim and recover damages from Contracting Agency.
17. The antecedents of all the workers will be verified from the police by the Contracting Agency before deployment for work.
18. The Contracting Agency will deploy the trained Peon/ Sweeper/ Security guards, who are morethan the age of 18 years and below the age of 55 years as well as physically fit and mentally alert. Preference will be given to the Ex-servicemen.
19. The contracting agency before selecting the manpower will satisfy himself about the character and integrity of the persons proposed to be provided to DHES. The contracting agency shall obtain a character certificate in respect of every such person from the local police or from a Gazetted Officer and copy of such certificate should be made available to the DHES at the time of deployment. The service

provider will also ensure that the personnel deployed are medically fit and also submit medical fitness certificate.

20. The contracting agency will maintain the muster roll, the wage register and other register as per the applicables laws from time to time.
21. The Contracting agency shall replace within twenty four hours any of its personnel, if they are unacceptable to DHES because of security risk, incompetence, conflict of the interest and breach of confidentiality or frequent absence from duty/misconduct on the part of manpower supplied by the agency, upon receiving written notice from DHES. Notwithstanding above the college has the right to ask to change /replace the personnel at any point of time without assigning any reason.
22. The contracting agency will provide a substitute well in advance if there is any probability of a person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be responsibility of the contracting agency.
23. The Contracting Agency shall provide to their personnel with summer uniforms as well as winter uniform with insignia.
24. The consumable material will be provided by the college authorities for sweeping & cleaning.
25. The college shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipments or vehicle of the personnel of the service provider.
26. The contracting agency shall be responsible for any damages done to the property of the DHES by the personnel so employed. The DHES will be free to recover it from the security deposit given by the contracting agency or from any other dues.
27. The contracting agency shall ensure proper conduct of its persons in the office premises and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.
28. The personnel deployed by the contracting agency will not have any right to claim any benefit /compensation/absorption/regularization of services with the DHES under the provisions of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 or any other applicable law from time to time. Undertaking from the person to this effect will be required to be submitted by the contracting agency.

29. Any dispute regarding working hours and compensation to be paid to the manpower deployed will be the responsibility of the contracting agency and no representation will be entertained on this issue by the DHES.
30. The transportation, food, medical and other statutory requirements in respect of each personnel of the contracting agency will be the responsibility of the contracting agency and DHES will not entertain any claim in this regards.
31. The contracting agency shall not be permitted to assign, transfer, pledge or sub contract the performance or service.
32. Any dispute /difference arising out of or relating to this agreement including the interpretation of its terms will be resolved through joint discussion of the concerned parties. However, if disputes are not resolved by joint discussion, then the matter will be referred to arbitration as per the provisions of Arbitration Act, 1940, where collector , Diu/ Chairman , EC, DHES, Diu, or his/her nominee will be sole arbitrator.
33. For all intents and purposes, the contracting agency shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so employed and deployed in DHES. The persons deployed by the contracting agency in the college shall not have claims of employer and employee relationship nor have any principal and agent relationship with or against DHES.
34. The selected bidder’s responsibility to provide manpower (multi tasking staff & Security Staff) to the Diu Higher Education Society address in a stipulated time.
35. Security Deposit will be refunded after 1 Year from the date of successful completion of contract.
36. The selected bidder should submit affidavit duly notarized that they will accept all the terms and conditions, special notes of tender documents and the completion of the contract within 1 month of getting the work order.
37. All supporting documents, pertaining to experience criteria such as work order, work completion Certificate, Annual Financial Audit reports etc. must be duly stamped and signed by the competent authority of the firm and same must be attached with the technical document. The bidder is also required to upload all the documents online on website of [www.ddtenders.gov.in](http://www.ddtenders.gov.in)
38. The firm should submit Fresh affidavit duly notarized on stamp paper of Rs.100 that they have not abandoned any work of Union Government / State Government / PSU’s etc. during the last 3 years.

39. Decision of the Management regarding the technical qualification is final and binding to the bidder and no correspondence will be entertained in this regards thereafter.
40. Financial bid for all the above items shall be filled on the web site of <https://www.ddtenders.gov.in> only.
41. In the event of discrepancy in the financial quote between the words and the figures the financial quote indicated in words will be considered final.
42. If the L1 bidder fails to provide manpower (multi tasking staff & Security Staff) within prescribed time limit, the work order for the same may be given to L2 or L3 parties on the L1 price.
43. The EMD and Security Deposit may be given in the form of Bank Draft/Bank Guarantee.
44. If in case there are more than one bidder quoting L1 price for same items, the L1 Bidder will be selected on the basis of total Experience measured in terms of completion certificates of providing manpower (multi tasking staff & Security Staff) to Government of India/ Statutory Bodies/PSUs/Government Colleges/Universities/Grant In Aid Colleges. If the Experience will also be the same, the L1 bidder will be selected on the basis of Turn over of the bidder.
45. Area of Jurisdiction will be Daman & Diu only.
46. All the specifications mentioned in the tender are minimum and approximate.
47. The rates quoted by the bidder will be valid for one year.

#### **PERSONNEL CAPABILITIES**

- i) Personnel Capabilities: The firm should have suitable qualified and experienced personnel for the successful completion of the works. List of employees or key officials shall be submitted stating clearly how these would be involved in this work.

**FINANCIAL BID FORMAT**

To,  
The Principal,  
Diu College,  
Education Hub,  
Kevdi, Diu- 362520.

Sir,

I/We hereby bid for providing the service as per the Terms of Reference given under this Tender Document of the Diu Higher Education Society, Diu within the time specified and in accordance with the specifications and instructions and Conditions as well as General Terms and Conditions. The rates are quoted in the prescribed format given below:

Sr. No.	Categories of Manpower	Monthly Net Salary (Should not be less than the minimum wages notified by U.T. Administration of Daman & Diu time to time)	EPF Contribution	ESI Contribution	Profit of agency, incentive, etc.	Service Charge	GST @ 18% (On total of c+d+e+f+g)	Total Rate per month (Total of c+d+e+f+g+h)
a	b	c	d	e	f	g	h	i
1.	Security Guard (Male)							
2.	Security Guard (Female)							
3.	MTS/Peon/Attendant							
4.	Sweeper/Cleaning Staff/ MTS (Male)							
5.	Sweeper/Cleaning Staff/ MTS (Female)							

**Notes:**

- i) Bids with NIL/BLANK/ZERO/Negative service charge shall be rejected out rightly without giving any reason whatsoever.**
- ii) Bidders must quote rate in lump sum rupees only. Bids with percentage shall not be considered.
- iii) Tender will be evaluated on the basis of the Total tender value.

## CHECKLIST FOR TECHNICAL QUALIFICATION

Sr. No.	Eligibility Criteria	Documentary Evidence to be attached	Specify Annexure number for the Documentary Proof
1	Organization/Individual Contractor/Contractor should have Registered office at Daman & Diu / Gujarat State	Certificate of Registration	
2	License to engage in the business of private security agency/HR agency/ Manpower Supply.	Copy of License	
3	Organization should have Average turnover of Rs. 1,40,00,000/- of the last Three Years	Certified Audited account statements of Last two Years. 2017-18 2018-19 2019-20	
4	Organization should have Carried out job of Providing Manpower (Multi Tasking Staff & Security Staff) for minimum of last 03 years	03 Work order and Satisfactory Work Completion Certificate from 03 Different Departments of Government of India/ Statutory Bodies/PSUs Universities/ Govt. Colleges/ GIA Colleges/ Govt. Institutes for minimum last 3 Years.	

Date:

Authorized Signatory \_\_\_\_\_

Place:

With stamp



## CHECK LIST FOR TENDERER TO BE SUBMITTED ALONG WITH TENDER

The following documents are attached with the tender:

- i) Please give the Page No. to entire set of Tender and documents enclosed with and Confirm whether pending is done or not?
- ii) Please confirm following:

Sr. No.	Particulars of Document	
1	DD of Tender Fee (original)	
2	FDR for EMD Amount (original)	
3	PAN Card	
4	EPF Registration	
5	ESI Registration	
6	Labour Registration	
7	License to engage in the business of Private Security Agency/HR agency/ Manpower Supply Manpower from police department.	
8	GST Registration	
9	Certificate of Incorporation/ Registration	
10	Bank Account Details	
11	Turnover of agency not less than Rs.1,40,00,000/- per annum during last three year and audited balance sheet /profit & loss account for last 3 years (F.Y. 2017-18, 2018-19 & 2019-20)	
12	3 years IT reurn (F.Y. 2017-18, 2018-19 & 2019-20)	
13	03 Work order and Satisfactory Work Completion Certificate from 03 Different Departments of Government of India/ Statutory Bodies/PSUs Universities/ Govt. Colleges/ GIA Colleges/ Govt. Institutes for minimum last 3 Years.	
14	Technical Bid form duly filled, signed and stamped	
15	Declaration stating that the contracting agency is / has not been black listed by any Government Departments / State Government /statutory bodies / autonomous bodies /PSUs at any point fo time.	

### DECLARATION:

We solemnly declare that we have attached all the documents mentioned here above and mentioned in the tender. We also understand that non-compliance of any documents will be treated as non-respective Tender and we will lose our claim to participate in the tender Enquiry automatically and our tender will be liable to rejected.

Signature of Authorized Person

Name of the Authorized Person

Seal of the Company/Firm

## **A. PROFILE OF BIDDER**

The bidder must submit the following information along with bid:

1. Name of the firm:
2. Address(with mobile number):
3. Email Id:
4. Status(Owner /Founder/ Proprietor/Private ltd. etc):
5. Support Contacts:
6. PAN number:
7. TAN number:
8. GST number:

**B. WORK EXPERIENCE:**

<b>Sr. No.</b>	<b>Name of Org.</b>	<b>Type of Org.</b>	<b>Work-Tenure (Date/Month/Year)</b>	
			<b>Commencement of work</b>	<b>End of Work</b>
1				
2				
3				
4				

**C. ANNUAL TURN OVER:**

<b>Sr. No.</b>	<b>Name of Org.</b>	<b>Year</b>	<b>Annual Turn Over</b>
1		2017-18	
2		2018-19	
3		2019-20	

**DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES**

We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor 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 Article-7 of Fraud and Corrupt Practice of the Chapter-2 : General Terms and Conditions, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government , Central or State and
- b) We have taken steps to ensure that in conformity with the provisions of Article-7 Fraud and Corrupt Practice of the Chapter-2 : General Terms and Conditions, 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 graveoffence that outrage the moral sense of the community.
- d) We further certify that in regard to matter relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law.
- e) We certify that, we are remittng statutory dues/ taxes regularly to Government and no defaults were made in this regard.
- f) We further certify that no investigation by a regulatory authority is pending against us.

Signature:  
Name & Designation with Office Seal