

DIU HIGHER EDUCATION SOCIETY, DIU
U.T. ADMINISTRATION OF DAMAN & DIU
OFFICE OF THE PRINCIPAL
DIU COLLEGE, FORT ROAD, DIU – 362520 (U.T)

No. 1-1503/2013-14/MTS/273

Date: 20/07/2017

E-TENDER NOTICE

**For providing Multi-Tasking Staff & Security Staff to Diu College on
outsource basis**

Last Date & Time for Downloading of Tender Document	04/08/2017 at 06:00 PM
Last Date & Time for Online submission of Bids (Technical & Price Bids)	08/08/2017 at 12:00 PM
Last Date & Time for Submission of Technical Bid in Physical Form in the office	10/08/2017 at 06:00 PM
Online Opening of Technical Bids	11/08/2017 at 10:00 AM (If possible)
Online Opening of Price Bid for technically qualified bidders	11/08/2017 at 03:00 PM (If possible)

Diu Higher Education Society-Diu (DHES), an initiative of U. T. Administration of Daman & Diu, invites e-tenders under **Two Bid System** i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Manpower Service Provider for providing **Multi-Tasking Staff & Security Staff on outsource basis for a period of one year** for Diu College, Diu.

Tender document should be submitted along with non-refundable Tender fee of Rs. 1000/- (Rs. One Thousand Only) in form of Demand Draft (DD), and refundable E.M.D. of Rs. 40,770/- (Rs. Forty Thousand Seven Hundred Seventy Only) in form of FDR in favour of **"The Collector & Chairman and Principal & Member Secretary, DHES, Diu"**.

Diu College/DHES reserves the right to amend / cancel any of the terms and conditions in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason.

A) SCOPE OF WORK AND GENERAL INSTRUCTION FOR TENDERERS

- 1) Diu College/Diu Higher Education Society, Diu requires the services of a reputed, well established and financially sound Manpower Service Provider registered with appropriate authorities for providing manpower to perform jobs assigned to outsource staff and should provide a copy of the Certificate of

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Incorporation. The Service Provider should provide an undertaking that they shall comply with all relevant statutory norms like minimum wages, employees' PF, Employees State Insurance and Service tax/GST etc.

2) This College has tentative (initial) requirement of the number of persons, category wise as given below:

Sr. No.	Category	Required Number	Responsibilities / Duties	Duty Timing
1	Peon / Attendant	04	<ul style="list-style-type: none"> • General duties as Peon/Attendant (in class rooms, library, office & college premises). • To ensure general cleanliness and dusting of furniture, fixtures, equipment, files, racks, walls etc. of the office, class rooms, library and college premises. • Distribution of post, letters, file to others offices. • To assist other staff in office, library, class rooms and other college premises. • All the instructions are to be attended earliest. • Performing other related tasks as and when required as per the direction of Principal. 	9:30 am to 6:00 pm –or– Not more than 12 hours –or– as decided by the Principal (excluding ½ hour lunch break)
2	Sweeper	02	<ul style="list-style-type: none"> • Sweeping, Cleaning and mopping of entire area of the college building and surrounding area. • Cleaning & washing of Toilets and urinal using deodorants, detergents and disinfectants twice a day property. • Gardening & watering to the plants. • All the instructions are to be attended earliest. • Performing other related tasks as and when required as per the direction of Principal to collect and dispose-off all waste. 	9:30 am to 6:00 pm –or– Not more than 12 hours –or– as decided by the Principal (excluding ½ hour lunch break)
3	Watchmen (Male)	02	<ul style="list-style-type: none"> • Security of entire campus of the Diu College during and after working hours. • To open and close different rooms of college before and after working hours respectively. • Performing other related tasks as and when required as per the direction of Principal 	Round the Clock duty for 24 hours in 12 hours shift. All day including holidays) (7:00 am to 7:00 pm & 7:00 pm to 7:00 am)
4	Watchmen (Female)	01	<ul style="list-style-type: none"> • Security of entire campus of the Diu College during and after working hours. • To open and close different rooms of college before and after working hours respectively. • Performing other related tasks as and when required as per the direction of Principal 	9:00 am to 7:00 pm –or– Not more than 12 hours –or– as decided by the Principal

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- 3) The contract is likely to commence from **01/07/2016** and would continue for a period of one year. The period of the contract may be further extended up to 3 years after the completion of contract. Diu College/DHES, however, reserves the right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
- 4) The Service Provider should have experience and **SATISFACTORY** performance of similar work done for the Departments of the Government of India/Statutory Bodies/PSUs/ Private Sectors for last three years. (A certificate of satisfactory performance from the concerned department of Central/State Government/Statutory bodies/ PSU/ Private Sector should be provided)
- 5) The Service Provider should have a valid license from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971.
- 6) The Service Provider shall submit an affidavit stating that the Service Provider is not / has not been black listed by Central/State Government/ any PSUs/Private Sector at any point of time.
- 7) The firm should be registered with Income Tax and GST authorities.
- 8) The service provider should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act etc.
- 9) The Service Provider should have an office in Diu or nearby to Diu.
- 10) The turnover of the firm during the last 3 financial years should not be less than Rs. Eighty Lakhs per annum from similar services.
- 11) Service provider should have its own Bank Account.
- 12) Persons deployed by the service provider shall not be less than 18 years of age.
- 13) The Service Provider should not have default in payment of statutory dues like EPF/ESI/Service Tax and Income Tax etc.
- 14) **Bids with NIL/ZERO/BLANK/NEGATIVE service charges will be treated as unresponsive and will not be considered.**
- 15) **Non-compliance with any of the above conditions by the Service Provider will amount to non-eligibility for the service for which tender has been floated and its tender will be summarily rejected.**

B) TECHNICAL SPECIFICATIONS

- 1) The interested Service Provider shall submit Earnest Money Deposit (EMD) of Rs. 40770/- (Rupees Forty Thousand Seven Hundred Seventy Only) in the form,

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of FDR drawn in favour of "The Collector & Chairman and Principal & Member Secretary, DHES, Diu" and other requisite documents along with Technical Bid.

- 2) The tendering Service Provider is required to enclose photocopies of the following documents along with the Technical Bid, failing which their bids shall be summarily/ out rightly rejected and will not be considered any further:
 - a) Proof of PAN No., Registration No. and Certificate of Incorporation
 - b) Proof of GST Registration, EPF Registration & E.S.I. Registration
 - c) Documents showing the experience of similar work done for the Departments of the Government of India/Statutory Bodies/PSUs/ Private Sectors for last three years. (A certificate of satisfactory performance from the concerned department of Central/ State Government/ Statutory bodies/ PSU/ Private Sector should be provided)
 - d) A document showing the turnover of firm is not less than Eighty Lakhs per annum during last three years related to providing manpower resources (Financial worthiness and competence to be substantiated through Income Tax Returns / Audited Balance Sheet and Profit & Loss A/c. for the last 3 years)
 - e) Declaration stating that the Service Provider is / has not been black listed by Central Government Departments/State Government/Statutory bodies/ Autonomous bodies/PSUs /Private Sector at any point of time.
- 3) Conditional bids shall not be considered and will be rejected out rightly at the very first instance.
- 4) All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.

C) TERMS AND CONDITIONS

I) GENERAL

- 1) Payment Terms: The standard terms of payment are within 30 days from the date of submission of bills in duplicate/triplicate.
- 2) The payment shall be made on conclusion of the calendar month only on the basis of duties performed by each person during the month.

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- 3) 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.
- 4) 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:
 - a) Details of disbursement made to the staff through Electronic Transfer for each payment.
 - b) Proof of payment of statutory obligation such as EPF/ ESI /Service Tax and any other applicable tax.
- 5) It is obligatory on the Contractor to ensure that Net Salary payable to the outsourced staff deployed at Diu College should not be less than the minimum wages applicable in the U.T. Administration of Daman & Diu, from time to time and all statutory requirements must be incorporated in salary.
- 6) Income Tax: The Income Tax/TDS and other statutory deductions, as applicable will be deducted from the payment. Tax deduction certificate will be issued to the Service Provider by Diu College/DHES.
- 7) Termination. of the Contract: In case of any material violation of any of the terms and conditions by the Service Provider, the institute reserves its right to unilaterally terminate the contract. In case of any dispute, the decision of Collector, Diu/Chairman, EC, DHES will be final and binding.
- 8) The Service Provider shall be obliged and solely responsible to comply with all statutory requirements in respect of the manpower engaged by him and the College shall not be a party to any dispute arising out of such deployment by the contractor.
- 9) Security Considerations: The persons deployed by the Agency should not have any Police record/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. Any person deployed by the service provider should not indulge in act of misconduct or otherwise or later if any. Service will be ceased with immediately effect, if any employee deployed by the service provider found in such activities.
- 10) Place of Duty, Working Hours and Punctuality.
 - a) Diu College is presently functioning in GHSS Campus, Fort Road, Diu. The personnel so deployed shall have to report for duty at the

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above places or a new location. In case there is change in campus within Diu District, No extra liability on this account will be borne by Diu College/DHES.

- b) The manpower so deployed shall have to adhere to the punctuality strictly. Late arrivals, early departures and short leaves shall not be permitted.
 - c) 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 work requirements).
 - d) In case of absence of outsourced staff the service provider must arrange other staff for duty. Otherwise salary of each absence shall be deducted.
- 11) The responsibility of statutory/compulsory deductions like EPF/Income Tax/Service Tax/GST etc. will be of the service provider. No extra payment shall be made by the College/DHES.
 - 12) The Service Provider before selecting the manpower will satisfy himself about the character and integrity of the persons proposed to be provided to the College. The Service Provider shall obtain a character certificate in respect of every such person from the local Police or from a Gazetted Officer and a copy of such certificate should be made available to the Diu College at the time of deployment. The Service Provider will also ensure that the personnel deployed are medically fit and also submit medical fitness certificate.
 - 13) The Service Provider will provide to the College a list of all personnel so deployed with permanent and present address along with their latest photographs and identity proofs.
 - 14) It shall be responsibility of the Service Provider to provide the employment card/photo identity card and uniform (formal clothes and shoes) as well as security equipment (if applicable) to the workers and maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation & Abolition) Act. Service Provider ensures that all its employees invariably wear ID card during duty hours.
 - 15) The Service Provider shall arrange such facilities like EPF and ESI as provided for in the Contract Labour (Regulation and Abolition) Act, 1970 for the welfare and health of the workers deployed with the College.

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- 16) The Service Provider shall provide pay slip duly indicating details of pay of all concerned deduction thereon should be given to each employee while disbursement of pay.
- 17) The Service Provider shall replace within twenty four hours any of its personnel, if they are unacceptable to the College because of security risk, incompetence, conflict of interest and breach of confidentiality or frequent absence from duty/misconduct on the part of the manpower supplied by the agency, upon receiving written notice from Diu College. Notwithstanding above, the College has the right to ask to change/replace the personnel at any point of time without assigning any reason.
- 18) The Service Provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider.
- 19) The College shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the Service Provider.
- 20) The Service Provider shall be responsible for any damages done to the property of the College/DHES by the personnel so employed. The College/DHES will be free to recover it from the security deposit given by the Service Provider or from any other dues.
- 21) The Service Provider's personnel working in the College should be polite, cordial, positive and efficient while handling the assigned work and their actions should promote good will and enhance the image of the College. The Service Provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
- 22) The Service Provider shall ensure proper conduct of his persons in the office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.
- 23) The Service Provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters as all are of confidential/secret nature.
- 24) The Service Provider's personnel shall not have any right to claim any benefit/ compensation/absorption/regularization of services with the College/DHES under the provision of Industrial Disputes Act, 1947 or

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Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the Service Provider to this office.

- 25) Any dispute regarding working hours and compensation to be paid to the workers deployed will be the responsibility of the Service Provider and no representation will be entertained on this issue by the College.
- 26) The transportation, food, medical and other statutory requirements in respect of each personnel of the Service Provider will be the responsibility of the Service Provider and the College will not entertain any claim in this regard.
- 27) The Service Provider shall be contactable at all times and message sent by phone/email/Fax/Special Messenger from the College to the Service Provider shall be acknowledged immediately on receipt on the same day.
- 28) The Service Provider shall not be permitted to assign, transfer, pledge or sub-contract the performance or service.
- 29) Arbitration: Any dispute/difference arising out of or relating to this agreement including interpretation of its terms will be resolved through joint discussions of the concerned parties. However, if disputes are not resolved by joint discussions, 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 the Sole Arbitrator.
- 30) Diu College, Diu/DHES, Diu reserves right to terminate the contract at any point of time after giving a week's notice to the contracting Service Provider.
- 31) The selected Service Provider shall ensure that the attrition rate of manpower will not exceed more than 5% in a year. The selected Service Provider shall immediately provide a substitute in the event of any person leaving the job due to his/ her personal reasons.
- 32) For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in Diu College/DHES. The persons deployed by the Service Provider in the College shall not have claims of any Employer and Employee relationship nor have any principal and agent relationship with or against Diu College, Diu/DHES, Diu.
- 33) The person deployed by the Service Provider shall not have any claim or entitled to pay, perks and other facilities during the currency or after the expiry of the contract.

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- 34) In case of the termination of the contract on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to any claim for absorption or for any relaxation. The person deployed by Service Provider shall be the employees of the Service Provider for all purpose.

II) FRAUD AND CORRUPT PRACTICES

- 1) The tenderer applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, Diu College/DHES may reject a tender without being liable in any manner whatsoever to the tenderer if it determines that the tenderer has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 2) Without prejudice to the rights of Diu College/DHES under Clause i hereinabove, if a tenderer is found by Diu College/DHES to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such tenderer shall not be eligible to participate in any tender floated by Diu College/DHES.
- 3) For the purposes of this Clause-(i), the following terms shall have the meaning hereinafter respectively assigned to them:
 - a) "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;
 - b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

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- c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person's participation or action in the Bidding Process;
- d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

III) LEGAL

- 1) The Service Provider shall be responsible for compliance of all statutory provisions relating to Minimum wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in Diu College/DHES. The Service Provider shall furnish a documentary proof that all statutory requirements have been fulfilled along with the bills for payment.
- 2) The Service provider shall also be liable for depositing all taxes, levies, cess, etc. on account of service rendered by it to College/DHES to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- 3) The Service provider shall maintain all statutory Registers under the applicable laws. The Service Provider shall produce the same, on demand, to the concerned authority of Diu College/DHES or any other authority under law.
- 4) The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the Service Provider by Diu College/DHES.
- 5) In case, the tendering Service Provider fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the College/DHES is put to any loss, obligation, monetary or otherwise, the College/DHES will be entitled to get itself reimbursed out of the outstanding

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bills or the Performance Security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.

- 6) The Service Provider will keep this office informed about any amendment in the concerned law/rules from time to time.
- 7) The courts at Diu shall have the exclusive jurisdiction to try all disputes, if any, arises out of this agreement between the parties.

IV) FINANCIAL

- 1) The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable, of Rs. 40770/= (Rupees Forty Thousand Seven Hundred Seventy only) in the form of FDR drawn in favour of **"The Collector & Chairman and Principal & Member Secretary, DHES, Diu"** failing which the tender shall be rejected out rightly.
- 2) The EMD in respect of the Service Provider which does not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to it without any interest after awarding the work to the successful bidder and entering into contract. Further, if the Service Provider fails to deploy manpower against the initial requirement within 15 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.
- 3) The Outsourced manpower to be hired shall be paid at least at the rate of minimum wages per month as per the Minimum Wages Act Applicable in U. T. Administration of Daman & Diu plus obligatory payments towards EPF/ESI/Service Tax/GST etc., as applicable.
- 4) The successful tenderers will have to deposit a Performance Security @ 10% (Ten percent) of the contract value within 15 days of the receipt of the formal order/signing of agreement. The performance security will be furnished in the form FDR drawn in favour of **"The Collector & Chairman and Principal & Member Secretary, DHES, Diu"**. The performance security should remain valid for a period of 15 months from the date of award of contract.
- 5) In case of breach of any terms and conditions stipulated in the contract, the Performance Security Deposit of the Service Provider will be liable to be forfeited by the College/DHES besides annulment of the contract.
- 6) The Service Provider shall raise the bill, in duplicate/triplicate, along with attendance sheet duly verified by the concerned staff of Diu College in

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respect of personnel deployed in the College in the first week of the succeeding month.

- 7) The claims in bills regarding wages paid to the outsource manpower deployed, Employees State Insurance, Provident Fund, and Service Tax/GST etc. should be necessarily accompanied with documentary proof (including copy of schedule of payment showing contribution towards ESI, PF etc. in respect of the outsourced manpower) pertaining to the concerned month's bill. A requisite amount/portion of the bill/whole of the bill shall be held up till the proof is furnished, at the discretion of Diu College/DHES.
- 8) Any dispute or difference regarding the interpretation of the provisions of this agreement shall be resolved amicably between the parties. If the dispute is not resolved amicably, either party may refer the dispute or difference to the Collector, Diu/Chairman, EC, DHES, Diu for arbitration, whose decision shall be final and binding on the parties.
- 9) Diu College/DHES reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

V) EVALUATION CRITERIA

- 1) The bidder must submit the Technical and Financial Bids online. However, Technical bids must require to submit in physical form along with Tender Fee, EMD amount and all other documents uploaded online.
- 2) The purchase committee constituted by Diu College/DHES shall evaluate the Technical Bids on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria. A Bid shall be rejected at this stage if it does not respond to important aspects of the Technical Bid.
- 3) Financial bids will remain unopened for those Agencies which fail to meet the minimum technical criteria. Financial bids of those Service Providers qualifying the technical criteria shall only be opened.

VI) DOCUMENTS TO BE UPLOADED AND ATTACHED

The bidders must upload following documents and send the photocopy along with Tender Fee and EMD amount in the sealed envelope superscribed as "Technical Bids for the Supply of Multi-Tasking Staff and Security Staff in Diu College on outsource basis".

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- 1) DD of Tender Fee (original instrument)
- 2) FDR of EMD amount (original instrument)
- 3) Technical Bid Form duly filled, signed and stamped (Annexure-I)
- 4) PAN Card
- 5) EPF Registration
- 6) ESI Registration
- 7) Labour Registration
- 8) GST Registration
- 9) Certificate of Incorporation/Registration
- 10) Bank Account Details
- 11) Three Year IT Return (2013-14/2014-15/2015-16)
- 12) Bank Solvency Certificate of Rs. 10 Lakh from any bank.
- 13) Certificate of last 3 years' experience in providing manpower to Government Departments/ PSU/ Statuary bodies/ Autonomous bodies.
- 14) Declaration stating that the Service Provider is/has not been black listed by any Government Departments/State Government/ Statutory bodies/ Autonomous bodies/ PSUs at any point of time. (Annexure-II)
- 15) Acceptance of Terms and Conditions. (Annexure-III)

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(Dr. Apurva Sharma, DANICS)

Principal,

Diu College, Diu

Phone: (02875) 254115

Email: diucollege@gmail.com

Copy to:

- ✓ 1) The DIO, NIC, Diu with request to upload on www.diu.gov.in
- 2) The Comp. Instructor, Diu College with request to upload on www.diucollege.ac.in

FORM OF TECHNICAL BID**APPLICATION FOR PROVIDING MULTI-TASKING STAFF ON OUTSOURCE BASIS**

1	Name of the tendering Service Provider/Firm/ Agency	
2	Address & Contact Details	
3	Name of the authorised person	
4	PAN Number	
5	Service Tax & GST Number	
6	EPF Registration Number	
7	ESI Registration Number	
8	Financial turnover for the three years (Rs. In Lakhs) 2013-14 2014-15 2015-16	
9	Details of last three years' experience in providing man power in the Government Departments	
10	Tender Fee Details	DD No. Name of Bank
11	EMD details	FDR Name of Bank
12	Bank Account Details	A/c No. Name of Bank Branch Address IFS Code

I/We certify that I/we read, understood and accept the contents of the terms and conditions incorporated in the Tender Document. I/we certify that the above statements are true.

Date:

Place:

Signature of the authorized person (s) with seal

[Handwritten Signature]
20/7/2017

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 Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, in respect of any tender or request for proposal issued by 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 Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- c) We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- d) We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- e) We certify that, we are remitting statutory dues/ taxes regularly to Government and no default was made in this regard.
- f) We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors / managers / employees.

Signature:

Name & Designation with office Seal

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DECLARATION OF ACCEPTANCE OF TERMS

I, _____ Son / Daughter / Wife of Shri _____
_____, Proprietor/Director, authorized signatory of the _____
_____ Service Provider, mentioned above, is competent to sign this
declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and
undertake to abide by them;

3. The information / documents furnished along with the above application are true and
authentic to the best of my knowledge and belief. I / we, am/ are well aware of the fact
that furnishing of any false information/ fabricated document would lead to rejection of
my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Date:

Place:

Full Name:

Seal:

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