

TENDER DOCUMENT FOR SECURITY SERVICES



CENTRE FOR MATERIALS FOR ELECTRONICS TECHNOLOGY (C-MET)
(Scientific Society, Ministry of Electronics & Information Technology, MeitY, Govt. of India)

PANCHAWATI, OFF PASHAN ROAD, PUNE-411 008, INDIA

TEL No: +91-20-25898390, 25899273, 25898141

TENDER DOCUMENT

For providing Security Guards (6 Persons) on Contract basis to C-MET, Pune

Security Agencies/Firms/Companies

Last date & time for Submission of Tender : 08.08.2018 up to 15.00 Hrs.

Date & time for Opening of Technical Bid : 08.08.2018 up to 15.30 Hrs.

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CENTRE FOR MATERIALS FOR ELECTRONICS TECHNOLOGY (C-MET)

(Scientific Society, Ministry of Electronics and Information Technology (MeitY), Govt. of India)

Panchwati, Off. Dr. Homi Bhabha Road, Pashan, Pune- 411 008

Phone: +91-20-25898390, 25899272, 25898141 Fax: +91-20-25898180

No. PN/ADM/SEC/001/2018

Date: 09.07.2018

TENDER NOTICE

Advt. No.PN/ADM/SEC/001/2018

Sealed Tenders are invited (under TWO BID SYSTEM, i.e., separate Technical Bid and Financial Bid) from reputed experienced and financially sound Security-providing Agencies/Firms/Companies for "Supply of Security Guards on contract basis at the above address:

Tender Reference No.	Name of the Services Post	No of Security Guards	E.M.D. (in Rs.)	Tender Fee (in Rs.)
PN/ADM/SEC/001/2018	Supply of Security Guards on Contract basis	6 Nos.	45,000.00	500.00

Last Date of Issue of Tender Document : 07.08.2018

Last Date & Time for Submission of Tenders : 08.08.2018 up to 15.00 Hrs.

Date of Opening of Technical Bids of Tender : 08.08.2018 up to 15.30 Hrs.

For details, please visit our website <http://www.cmet.gov.in>. Tender documents can be obtained from the Administrative Officer, C-MET, Pune or may be downloaded from our website. C-MET will not be responsible for postal or any other delay and reserves the right to reject any or all the tenders without assigning any reasons

(Sd/-) Administrative Officer

I. TECHNICAL REQUIREMENTS FOR THE TENDERING AGENCY / FIRM / COMPANY

The tendering Security services provider Agency/Firm/Company should fulfill the following technical specifications:

1. The Registered Office or one of the Branch Offices of the Security services provider Agency/Firm/Company should be located in Pune district.
2. The Service Provider Agency/Firm/Company should be registered with the appropriate registration authority.
3. The Service Provider Agency/Firm/Company should have at least five years' experience in providing Security services to Government Departments or Public Sector Companies/Banks or large reputed Private Sector etc.
4. The Security services provider Agency/Firm/Company should have its Account in the name of the Company/Firm/Agency in any Commercial Bank.
5. The Security services provider Agency/Firm/Company should be registered with Income Tax and Service Tax departments.
6. The Security services provider Agency/Firm/Company should be registered with appropriate authorities under Employee's Provident Fund and Employee's State Insurance Acts. The attested copy of the certificates to be submitted along with the technical bid.

Non-compliance with any of the above conditions by the Security services etc., the provider Agency/Firm/Company will amount to non-eligibility for the services for which tender has been floated and its tender will be summarily rejected.

				Annexure-I
Details of Security Guards required for C-MET				
Sl. No.	Name of the Services post	No. of personnel required	Educational Qualification & Experience	Age
1	2	3	4	5
1.	Security Guards	6 (Round the clock with 8-hr shift)	High School with retired From Paramilitary force Personnel or trained civilian	20-45 years of age

TECHNICAL BID

(To be enclosed in a separate sealed envelope)

For Providing Security Guards at C-MET, Pune

1.	Name of Tendering Company/Firm/Agency (Attach certificates of registration)	
2.	Name of proprietor/Director of Agency/Firm/Company	
3.	Full Address of Registered Office with Telephone No., FAX and E-Mail	
4.	Full address of operating/ Branch Office with Telephone no., FAX and E-Mail.	
5.	a. License No. and date under Contract Labour (Regulation & Abolition) Act, 1970, if any.	
	b. License No. under Private Security Agencies (Regulation) Act 2005	
	c. License No. under Maharashtra Security Guards (Regulation of employment and welfare) Act, 1981.	
6.	Banker of Agency/Firm/Company with full address (Attach certified copies of statement of the Annual Accounts for the last three years)	
7.	Registration Number under Bombay shops and Establishment Act 1948.	
8.	PAN/GIR No. (Attach attested copy)	
9.	Service Tax Registration No./ GST (Attach attested copy)	
10.	E.P.F. Registration No. (Attach attested copy)	
11.	E.S.I. Registration No. (Attach attested copy)	
12.	Give details of the major similar contracts handled by the Tendering Company/Firm/Agency on behalf of PSUs and Government Departments during the last Five years. Attested copies of work orders may also be attached.	
13.	Affidavit stating that the Agency/Firm/Company is not / has not been black listed by Central / State Government / PSU (Attach copy)	
14.	Number of similar Security Services provided to Govt./private/PSU in last 5 years by the Agency (Attach Copy)	
15.	Declaration about Fraud and corrupt practices (Duly signed & attested as given in the Tender Document – Annexure-IV)	
16.	Details of Earnest Money Deposit Amount.	
17.	List of other clients(copies of work orders have to be furnished)	

Date

Place:

Signature of authorized person

Name:

Seal:

ANNEXURE-II-A**Details of work Experience****Name of the tenderer**

Sr. No.	Name of Work	Work-I	Work-II	Work-III
1	Agreement / work order reference			
2	Name of the Client			
3.	No. of Security Guards Provided			
4.	Date of Commencement of Contract			
5.	Actual date of Completion of Contract			
6.	Total value of work done on completion (Entire contract period)			
7.	Contract value (fee) for 12 months to be computed on proportionate basis			
8.	Ref to clients certificate			

Note:

Only the value of contract as executed by the tenderer in his own name should be indicated.

All the details should be supported by documentary proof, i.e., clients certificates clearly indicating the required details as number of different categories of manpower supplied, commencement and actual completion date and contract amount payable etc., in addition they will be required to submit list showing name & address, category of manpower supplied and ESI, PF challan in support of the work experience.

DECLARATION

I, _____ Son / Daughter /
Wife of Shri _____ Proprietor/Director,
authorized signatory of the Company/Firm/Agency, 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 do undertake to abide by the same;

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

Full Name:

Seal:

Date:

Place:

FINANCIAL BID

(To be enclosed in a separate sealed envelope)

1. For Providing **Security Guards on Contract Basis** to C-MET, Pune
2. Name of tendering Company/Firm/Agency:
3. Details of Earnest Money Deposit: Rs. 45,000/- (Rupees Forty five Thousand only)
Demand Draft/Pay Order No. Date and Drawn on Bank:
4. Rates are to be quoted not less than in accordance with the Minimum Wages Act, 1948 as Applicable in the **State of Maharashtra (Pune District Security Guard Board)**. No quotation without provisions for EPF and ESI will be considered.

Components of Rate (in Rupees)

<u>QUOTATION FOR SECURITY GUARDS</u>		
SALARY PER PERSON, PER MONTH (As per Minimum Wages Act, 1948)		
S.No.	Description	Rate (Rs.)
1.	Basic Salary	6,500.00
2.	Spl. Allowance (D.A.)	3,564.00
3.	Total = (A)	10,064.00
4.	HRA @ 10.00 %	
5.	Provident Fund @ 13.15 %	
6.	ESIC @ 4.75 %	
7.	Bonus @ 8.33 %	
8.	Gratuity %	
9.	Other Charges (if any)	
10.	Reliever Charges	
11.	Washing Allowance	
12.	Training / Educational Allowance	
13.	Paid National Holiday	
14.	Total = (A+B)	

15.	Service Charges or Profit Margin (%)	
16.	Total	
17.	Add: GST applicable @18% (at present)	
18.	Gross Total	
19.	Total Rounded Off.	
20.	<u>Grant Total of 6 Security Guards per month</u>	

5. The quoted rates shall be valid for 90 days from the date of opening of tender.
6. The taxes if not indicated above will be considered inclusive.
7. The bidder shall necessarily submit the cost break-up in support of rate quoted by him clearly stating the minimum wages, statutory charges, service charges and service tax etc. to evaluate their bid.
8. The quoted shall be per shift of 8-hours per person per day. If the wages are revised subsequently by the Appropriate Government (State Govt.), the incremental wages (only for wages component excluding any other charges) if applicable will be provided on submission of necessary circulars/orders of the Government.
9. The agency may submit bills by 1st day of every month and payment will be made within 10 days from the date of receipt of the bills. Agency should make payment to its workers on or before 10th day of the Month in presence of the authorised officer of the Centre without fail, irrespective of receipt of monthly bills from the Institute. All deductions due to the Centre shall be made from such bills.
10. Revised special allowance / variable DA /revised minimum basic wages, Service Tax etc. depending on the Government orders, if any, will be payable with corresponding increase in all other payable items mentioned in the quotation with permission of the competent authority.
11. The offer/bid which is not in compliance with the Minimum Wages Act, 1948 and any other labour law will be treated as invalid.
12. The contract is initially for one year but can be extended for further period of two years based upon the satisfactory performance of the security services and other terms & conditions as per Tender.
13. The number of manpower shown above is indicative and actual number may vary as per requirement.

14. All the columns should be clearly filled in link legibly or typed. The tenderer should quote the number, rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the tender liable for rejection.

Signature of Authorized Person

Date:

Full Name:

Place:

Seal:

ANNEXURE-III-A

Financial Data

Name of the tenderer:

All amount in Rupees in Lakh

(in years)

S.No.	Description	2015-16	2016-17	2017-18
1.	Annual Turnover from supply of Security Services			
NOTE: 1. Attach copies of the audited balance sheets, including all related notes, income statements for the last three audited financial year, as indicated above. 2. The financial data in above prescribed Performa shall be certified by Chartered Accountant/Company Auditor under his signature & stamp.				

General Terms and Conditions : (Part – I)

1. The C-MET requires the services of a reputed, well established and financially sound Agency/Firm/Company for providing various types of security personnel as per bill of quantities. However, the actual numbers of Security personnel may vary from time to time depending on the requirement of the Laboratory and the contractor has to provide the security personnel as per the requirement to be intimated to him. The contractor shall be responsible for management of manpower, if any, provided by him including arranging timely arrival at duty place, punctuality in payment to the manpower in compliance with the statutory requirements and other terms & conditions of the tender.
2. The period of the contract shall be for an initial period of one year which may be extended by the Competent Authority as per the requirement of the Laboratory. Contract may be extended further for two years, if services are found satisfactory. However, the contract may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of Security personnel deployed by the Agency/Firm/Company. The Director C-MET, pune reserves the right to terminate the contract at any time after giving one month's notice to the selected Agency/Firm/Company.
3. This Laboratory requires Security Guards for the purpose of Security of the Laboratory. Payment of wages and other conditions of employment of workers should not be in any way inferior to the conditions stipulated in the Maharashtra Security Guards (Regulation of Employment and Welfare) Act, 1981. All formalities and procedures prescribed under the Contract Labour (Regulation & Abolition) Act, 1970, payment of Wages Act and other related Act should be strictly adhered to. C-MET's responsibility as principal Employer should be fully protected.
4. **The Agency should have obtained the licences under The Private Security Agencies (Regulation) Act, 2005 and under Maharashtra Security Guards (Regulation of employment and welfare) Act, 1981 and should enclose attested copies of the same a proof with quotation, failing which the quotation will be rejected summarily**
5. The tenders have been invited under two-bid system, i.e., Technical Bid and Financial Bid. The interested Agencies/Firms/Companies are advised to submit two separate sealed envelopes clearly super-scribing "**Technical Bid**" for providing Security Services. and "**Financial Bid**" for providing Security Services., Both the sealed envelopes should be kept in a third sealed envelope superscribing "Tender for Providing Security Services in C-MET".
6. The Earnest Money Deposit (EMD) of 45,000.00 (Rupees Forty Five Thousand only) should necessarily be accompanied with the Technical Bid of the Company/Firm/Agency in the form of a Demand Draft/Pay Order from any of the Nationalized/Scheduled Bank drawn in favour of the 'Centre for Materials for Electronics Technology (C-MET)', Pune and valid for a period of 90 days. Bids not accompanied by either the requisite Tender Fee (if downloaded) or the Earnest Money of the requisite amount with proper validity will be summarily rejected.
7. The successful tenderer will have to deposit a Performance Security Deposit @ 10% of the total annual value of the contract within 15 days from the date of

issue of the formal Contract Order by C-MET. The Performance Security Deposit will be furnished in the form of a Demand Draft or Bank Guarantee from any of the Nationalized/Scheduled Bank drawn in favour of the Centre for Materials for Electronics Technology (C-MET), Pune.

8. The Performance Security Deposit (PSD) should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations under the contract and renewed from time to time, as the case may be.
9. The tendering Agency/Firm/Company is required to enclose self attested/ duly authenticated 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 further :-
 - a. **PAN No.**
 - b. **GST Registration No.**
 - c. **E.P.F. Registration No.**
 - d. **E.S.I. Registration No.**
 - e. **Registration under the Private Security Agencies (Regulation) Act 2005**
 - f. **Registration with any concerned authority mandatory for a security agency to do business in Maharashtra State**
10. The Service provider Agency/Firm/Company shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other Agency/Firm/Company, whatsoever.
11. The Tenderer will be bound by the information furnished to C-MET at the time of submitting the tender or at subsequent stage. In case, any such documents furnished by it are found to be false at any stage, it would be deemed to be a breach of terms and conditions of contract making it liable for legal action besides termination of contract.
12. Financial bids of only those tenders who are declared qualified technically shall be opened and evaluated.
13. The Security personnel deployed by the Agency/Firm/Company shall be required to perform the duties on round the clock
14. The Security Services providing Agency/Firm/ Company shall furnish the following documents in respect of the security personal who will be deployed at C-MET, Pune before the commencement of work:
 - a) List of persons shortlisted by the Agency for deployment in C-MET containing their full details such as date of birth, marital status, address, educational and professional qualification, experience etc.
 - b) Bio-data of the person with a photograph affixed.
 - c) A copy of Aadhar Card.
 - d) Character Certificate from a Gazetted/Group A Officer of the Central/State Government/Autonomous Body/PSU.
15. In case, the person deployed by the successful Agency/ Firm/Company commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence and security risk, the successful Agency/Firm/Company will be liable to take appropriate disciplinary action against such persons, including their removal from work, if required by

the C-MET with immediate effect.

16. The Security services provider shall provide identity cards to the Security personnel so deployed in C-MET carrying the photograph of the person and such personal information as name, date of birth, designation and identification mark etc.
17. The Security services provider shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in C-MET and an undertaking to this effect may be furnished by the Service Providing Agency.
18. The Security services provider shall ensure proper conduct of its personnel in premises and enforce prohibition of consumption of chewing Tobacco, alcoholic drinks, paan / paan-masala and smoking of Bidi /Cigarettes, loitering without work etc.
19. The Agency/Firm/Company shall depute a Coordinator/ supervisor who would be responsible for immediate interaction with C-MET so that Security persons, deployed by the Agency/Firm/Company could be availed without any disruption of services.
20. It will be the responsibility of the Security Service Providing Agency/Firm/Company to meet all other contingency expenses, i.e., Uniform, Rain coats, Gum boots etc., quarter for staying etc in respect of the Security personnel deployed by the Agency in C-MET and C-MET will have no liabilities in this regard, whatsoever.
21. The Security Service Providing Agency/Firm/Company shall be solely responsible for the redressal of grievances/resolution of disputes relating to Security Personnel deployed in C-MET. The C-MET shall in no way, be responsible for settlement of such issues, whatsoever.
22. The C-MET shall not be responsible for any damages, losses, claims, financial or other injury to any security personnel deployed by the Agency/Firm/Company during the course of their performing the duties, or for any payment towards any compensation, as the case may be.
23. In case of termination of this contract on its expiry or otherwise, the security deployed by the Service Providing Agency/Firm/Company shall not be entitled to, and, will have no claim, for any absorption nor for any relaxation for absorption in the regular/other capacity in C-MET.
24. The contractor shall comply with all existing Central Govt. labour legislation and Acts, such as Contract Labour Regulation Act, Workmen & Compensation Act, Minimum Wages Act, payment of Wages Act, Provident Fund Act, ESI Act etc., For any lapse or breach on the part of the contractor in respect of non-compliance of any Labour legislation in forced during the validity of the contract, the Contractor would be fully responsible and would indemnify the C-MET in case C- MET is liable for the Lapse on the party of the disclaimer in this regard.
25. The contractor has to deploy the security supervisor/guards during Events, Holidays and Sundays also at no extra cost,
26. The Security Guards deployed by the contractor should possess sound health and be free from any diseases especially contagious and frequently recurring diseases and they should be in uniform while on duty.

27. The contractor shall be responsible for the payment of wages and allowances as per Govt. of India Minimum Wages Act (Watch and Ward) and all statutory dues to the persons employed by him for providing the maintenance services. The contractor shall be further responsible for proper discipline of the employees engaged by him and their work besides observing other obligations.
28. Sub contracting of the contract is strictly prohibited.
29. C-MET will not be responsible for the release of benefits to any individual such as Provident Fund, ESI, Pensioner benefits. Any changes in the Minimum Wages Act or in any other labour legislation or other statutory obligations during the validity period of the contract and it shall be the responsibility of the Contractor.

General Terms and Conditions : (Part –II)

A. FRAUD AND CORRUPT PRACTICES

1. The Agency/Firm/Company and its respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, C-MET may reject the bid without being liable in any manner, whatsoever, to the Agency/Firm/Company, if it determines that the Company/Firm/ Agency 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. In such an event, the said Company/Firm/ Agency shall not be eligible to participate in any tender issued by C-MET for a period of 2 (two) years from the date such Company/Firm/ Agency is found/declared guilty by C-MET.

For the purposes of this clause 1, 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 execution of the LOA or after the executive of the Agreement, as the case may be, any person in respect of any matter relating to this contract or the LOA or the Agreement, who at any time has been or is legal, financial or technical advisor of the Authority in relation to any matter concerning the said contract;
- 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;
- 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 Agency/Firm/ Company with the objective of restricting or manipulating a full and fair competition in the Bidding Process

B. LEGAL

- i. The Security services provider shall be responsible for compliance of all statutory provisions relating to Minimum wages, Employees Provident Fund (EPF), and Employees State Insurance Act (ESI) etc. in respect of the manpower deployed in C-MET.

- ii. The Security services provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to C-MET to concerned tax collection authorities from time to time as per the extant rules and regulations on the matter.
- iii. In case, the Security Tendering Agency fails to comply with any statutory/taxation liability under appropriate law and as a result thereof C-MET is put to any loss, obligation- monetary or otherwise, C-MET will be entitled to get itself reimbursed out of the outstanding bills of the Agency/Firm/Company or the Performance Security Deposit of the Agency to the extent of the loss or obligation in monetary terms.

All disputes arising out of this contract shall be referred to the sole arbitration of a person selected by C-MET. The decision/award shall be final and binding on both the parties. The Arbitration shall be governed under the Indian Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this contract. The venue of arbitration will be Pune

- iv. The Laboratory 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.

C. FINANCIAL

- i. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of ₹ 45,000.00 (Rupees Forty Five Thousand only), in the form of a Demand Draft/Pay Order drawn in favour of 'Centre for Materials for Electronics Technology (C-MET)', payable at Pune failing which the tender shall be rejected outrightly.
- ii. The EMD in respect of the Agency/Firm/Company which does not qualify the Technical Bid (First Stage) and unsuccessful bidders shall be returned without any interest.
- iii. Further, if the Agency finally selected fails to enter into contract/deposit the requisite amount of performance security, within 15 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.
- iv. Bids, offering rates which are lower than the minimum wages applicable on the last date of submission of tender will be considered for evaluation.
- v. The successful Tenderer will have to deposit a Performance Security Deposit @ 10% of the total annual value of the contract, within 15 days of issue of the formal order. The Performance Security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of Centre for Materials for Electronics Technology (C-MET), Pune or Fixed Deposit Receipt (FDR) from a Nationalized Bank/ Schedule Bank. The Performance Security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligation of the Company/Firm/Agency.
- vi. In case of breach of any terms and conditions stipulated in the contract the Performance Security Deposit of the Agency will be liable to be forfeited by C-MET besides annulment of the contract.

- vii. The Agency/Firm/Company shall, first disburse the remuneration to the deployed manpower for the preceding month latest by 10th of the following month and thereafter submit the bill, in triplicate, along with the attendance sheet and proof of disbursement of payment to C-MET. The Laboratory will release the payment within 15-days from the date of submission of bill complete in all respects.
- viii. The Claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month's bill. A proportionate amount of the bill/ whole of the bill amount shall be withheld till such time the necessary documentary proof is furnished.
- ix. Clarifications on the tender documents – While all efforts have been made to avoid errors in the draft document, the tenderer is advise to check the same carefully and seek clarifications within in the scheduled period. No claim on account of any error detected in the tender documents shall be entertained.

D. Penalties:

In the event of any complaint and /or non fulfillment of any of the terms of the agreement regarding indiscipline, misbehavior missing from the duty point etc., the Laboratory may impose fine not exceeding `10,000/- (Rupees Ten Thousand only) for any one of the above

mentioned act depending upon its nature and the fine so imposed shall be recovered by deducting the amount from the pending bills or otherwise including security deposit submitted for this purpose. A written complaint from any of the section/laboratory head will be valid document for accepting the complaint. It will be the responsibility of the contractor to prove it to the entire satisfaction of the Laboratory that penalties need not be imposed. The decision of the Laboratory in this regard will be final and binding to the contractor.

ANNEXURE-IV

DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES

We certify that in 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 A 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 hereby certify we have taken steps to ensure that in conformity with the provisions of Section A 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.

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.

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.

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