



DELHI REGIONAL OFFICE

ADMINISTRATION DIVISION

TENDER NO: MMTC/DRO/ADMN/DLY-I/2021-22

DATED: 12-10-2021

TENDER DOCUMENT

E-TENDER FOR EMPANELMENT OF HIRING OF DLY/DLZ CARS AT MMTC, DELHI

REGIONAL OFFICE, JHANDEWALAN, NEW DELHI

F8-11, Jhandewalan Flatted Factories Complex,
Rani Jhansi Road, Jhandewalan,
New Delhi-110055

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DATED: 12-10-2021

SUB: Inviting e-Tender for empanelment of hiring of DLY/DLZ Cars.

e-Tenders are invited under two-bid system (Technical Bid and Financial Bid separately) from reputed Tours and Travel Agencies / Companies located in New Delhi having minimum 03 (Three) vehicle in the name of the firm/proprietor/Partners of the firm with an annual turnover of Rs. 10.00 lakhs or more in the business of tours and travel / vehicle operation, for hiring of **one DLY cars** (Maruti D'Zire or equivalent vehicle / Innova or equivalent vehicle) on monthly basis for the official use, for a period of two year (for 2000 km per month and 10 hours per day basis). The contract can be extended or short-closed on account of unsatisfactory services rendered by the firm, at the discretion of the MMTC Limited.

Tender documents containing detailed terms and conditions can be downloaded from MMTC's website <https://mmtc.abcprocure.com> or www.mmtclimited.com. Last date for submission of tender documents competed in all respect is **08-11-2021 by 1500 hrs**. The technical bid will be opened on same day at 1530 hrs.

Bid Submission Start Date & Time	:	12-10-2021 (1700 hours)
Bid Submission Closing Date & Time	:	08-11-2021 (1500 hours)
Bid Opening Date & Time	:	08-11-2021 (1530 hours)

1. The technical bid offered should include the following details:

- Name of the firm
- Name(s) of the Proprietor/Partners with Telephone/Mobile numbers
- Business address of the firm
- Income Tax Assessment certificate for the last three years.
- Copy of the details of the past experience (minimum 3 years) of providing services in the same field in Government / PSUs / Reputed Corporate Sectors.
- Copy of PAN Number.
- The vehicle should be registered **2019 onwards** – copy of RCs to be submitted. Vehicles should **not be more than two year old. Registration of vehicles should be of Delhi only.**

- h) The vehicle should be having valid Pollution Control Certificate – Proof thereof.
 - i) The earnest money of Rs.10000/- (Rs. Ten thousand only) through NEFT / RTGS as per details given hereunder.
 - j) GSTIN Number – Proof thereof.
 - k) Proforma for no near relative (s) of the tenderer working in MMTC LTD **Annexure - II.**
 - l) Declaration regarding acceptance to terms & conditions of the tender **Annexure - III.**
 - m) Declaration regarding blacklisting/ non-blacklisting from taking part in Govt. tender **Annexure - IV.**
 - n) Undertaking for non tampering of data **Annexure - IV.**
2. The rates quoted in the Financial Bids should be both in words and figures.
 3. Financial bids of only those firms will be considered who are short-listed on the basis of the Technical Bid.
 4. Bidders may remit Earnest Money Deposit (EMD) by transfer of Rs 10,000 to the bank account of MMTC. Bank details are as follows:

Bank Details for NEFT/RTGS	
Name of the Bank	STATE BANK OF INDIA
Address of Branch	CAG – II BRANCH, NEW DELHI
Bank Account Number	10813608397
IFS Code	SBIN0017313
MICR CODE	110002562

5. The EMD of successful bidder will be converted into Security Deposit (SD).
6. Letter of Authorisation for attending bid opening **Annexure - I.**
7. **SUBMISSION OF BIDS:** The bidder shall submit bids in electronic mode

Terms & conditions for bids to be submitted in electronic mode

1. Offers to be submitted online on MMTC's e-procurement portal <https://mmtc.abcpurchase.com> against the respective tender along with scanned copy of duly signed offer on letter head

For any technical issues difficulties pertaining to the e-Procurement portal bidders are advised to get in touch with the service providers helpdesk:

Vendor's Queries	Contact Numbers	Mail ID
Mr. Himanshu (Dedicated Helpdesk for MMTC)	+91 9265562826	delhi.support@eptl.in

New Bidder Registration (Portal Registration), Vendor's ID / Profile Activation, Renewal of Vendor's ID Sonu Tank Satabdi Dey	07935022167 07935022166 07935022180	support@abcProcure.com sonu@abcprocure.com
For e-Tender or e-Auction Services (uploading / Bidding) (Offsite Team).	+91 93745 19729 +91-(79)-6813 6848 / 49/ 61/71	Mr Nikhil Khalas nikhil@eptl.in
For Technical Assistance related to e-Tender or e-Auction filling / submitting (HO Team).	95108 12960, 95108 12971, 90810 00427, 99044 06300, 93745 19729	dinesh.k@eptl.in

2. The bidder shall have valid Class-III Digital Signature Certificate (DSC) (with signing and encryption) issued from licenced Certifying Authorities operating under Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) in India. The details of the licensed CA's are available on www.cca.gov.in wherein details have been mentioned.
3. The bidders shall register on the e-portal so as to have a valid user id for accessing e-tendering/ e-auction portal of MMTC.
4. For minimum system requirements clients/bidders should refer to home page of the URL <https://mmtc.abcprocure.com> under tab Download/ Minimum System Requirements- V2.0
5. Bidders are advised to print and save bid submission receipt on submission of bids.

SPECIAL TERMS & CONDITIONS:

1. The service provider/s whose agreement short-closed/terminated due to dis-satisfactory services at any point of time with MMTC Limited are not eligible to participate in the tender.
2. The vehicle (DLY car) should be in good working condition and the same will be maintained well during the contract period. The vehicle to be supplied should in excellent condition mechanically as well as get-up wise i.e. outer body / upholstery etc. should be decent looking.
3. The car/vehicle (DLY car) offered for deployment in MMTC should conform to latest emission norms and should not be earlier than the year **2019**. The vehicle proposed to be supplied should either be registered **in the name of the firm or in the name of proprietor or in the name of partner(s) of the firm**.
4. The firms should have atleast 3 years of experience in the tour and travel business in providing vehicles in the Government Sector / PSUs / Corporate Sector and should have an annual turnover of Rs.10 lakhs or more for the each financial year during last three years.
5. Transporters are required to have GST Registration Number.
6. Drivers deployed by the transporters must possess valid licenses for driving passenger cars. The drivers shall be direct employee of the transporter and shall have no link whatsoever with MMTC Limited in so far as the regulation of labour laws and provisions thereof are concerned. The Transporter shall be solely responsible for all kinds of payments/liabilities towards repair/servicing of the vehicles provided, wages/overtime to the drivers and all other incidental expenses etc. The transporters shall comply with the regulations of the working hours stipulated under the labour laws and shall have a weekly off for the Drivers deployed. **In the event car is required continuously for 7 days, the transporters shall provide substitute driver in order to accommodate weekly off to the regular driver.**
7. The antecedents of the drivers to be deployed should be properly verified and their details (names, addresses, mobile number copy of driving license etc.) should be submitted. The drivers of the vehicles should be fully conversant with the routes of Delhi / New Delhi/NCR. The drivers deployed by the transporters must wear uniform prescribed by the Transport Authority and must be proficient in speaking local language, well mannered, courteous with proven integrity and healthy personal habits. In case of any default or offence by the driver, the same shall be sorted out directly by the transporters with the parties concerned and MMTC shall have no direct or indirect involvement whatsoever.
8. The age of drivers should be between 21 to 58 years, and should be healthy for short/long driving.
9. All expenses will have to be borne by the firm/transporter in case of breakdown of the vehicle provided. Immediate replacement of the breakdown vehicle will have to be provided.

10. The vehicle along with driver shall report for duty at 9.00 a.m. to the In-charge of Administration Division at MMTC Ltd., Delhi Regional Office (DRO), Jhandewalan Office or at the time and place of duty assigned to him. He should inform the reading of the meter on daily basis in the morning and evening as well. In case the vehicle reaches late at Jhandewalan office, he should report the closing reading to the Security Supervisor. However, the deployment may change as per the requirement of MMTC which will be informed to the driver/transporters well in advance.
11. The owner/senior representative of the firm/transporter/owner should be available round the clock on his own direct telephone/mobile number (office as well as residence) so as to respond to the call for vehicles in emergent cases.
12. The car with the Driver would be placed at the disposal of MMTC as and when required. MMTC would be free to use the hired car in any manner for carrying officials, material etc. as per its requirements and the firm/transporter will not have any objection to it.
13. Vehicle should have sufficient fuel in the morning while reporting for duty and should not require filling during duty hour.
14. The transporters will carry out the regular servicing of vehicle deployed in MMTC and required to intimate MMTC well in advance of such service/maintenance work. In such cases they will be required to provide a suitable substitute vehicle till such time the regular vehicle resumes its normal duty.
15. The vehicles hired by MMTC shall be provided with a logbook. The driver of the vehicle shall record the particulars of journey in the logbook and get the signatures of officials of MMTC using the vehicles each time when the journey is completed. Such logbooks, complete in all respects shall be required to be surrendered to Administration Division at the end of each calendar month along with monthly bills of the transporters. The transporters shall be required to submit their monthly bills to In-charge of Administration Division, MMTC Limited, F-8-11 Flatted Factories Complex, Rani Jhansi Road, Jhandewalan, New Delhi – 110055 for their scrutiny and payment by 10th of next month.
16. The dead mileage from garage to pick up point shall be limited to 10 (Ten) Kms or the actual which is lower. In case of vehicle hired on spot basis, dead mileage shall be from garage to garage.
17. Parking charges, toll tax, octroi etc. wherever paid, duly certified by officials travelled shall be reimbursed along with monthly bill. Arrangement of such payment shall have to be made by the transporter by keeping the advance money with the driver. In any case, the driver should not demand such payment from the officials travelling in the car.
18. The transporter shall adhere to administrative instruction issued by the In-charge of Administration Division / concerned officer of MMTC from time to time regarding deployment of the car hired by MMTC.

19. The rates quoted by the transporter (s) shall be valid for a period of two years from the date of signing of the contract and can be further extended with mutual consent without escalation in agreed rates and no increase in the rates shall be considered as a result of increase/decrease in price of fuel in the market or for any reason whatsoever during contract validity.
20. No compromise shall be made on account of punctuality, cleanliness, obedience, promptness, behavior etc. If the tenderer, at any point of time, fails to perform duties, as per the provisions of tender/contract norms, security deposit will be forfeited and contract shall be held cancelled forthwith without any notice by the Competent Authority.
21. If during the validity of the contract any material particulars provided by the transporters are found to be untrue or have concealed any information then the contract is liable to be terminated and shall also be liable for making good the damages if any. The transporters shall be required to comply with all laws of land, formalities, Rules of Govt./Courts applicable for hired cars and shall Keep MMTC fully indemnified.
22. In the event of any dispute, the court of Delhi shall have exclusive jurisdiction to adjudicate any dispute.
23. Penalty Clauses:

Sl. No.	Problems	Penalty
1.	<p>Late Arrival</p> <p>a) By 10 minutes</p> <p>b) Between 10-30 minutes</p> <p>c) 30 minutes and beyond</p>	<p>a) Rs.50.00</p> <p>b) Rs.100.00</p> <p>c) Rs.200.00</p> <p>In all the above cases, the officer concerned, depending upon the urgency, can hire a taxi for the day or take a taxi to reach the destination, payment of which shall be borne by the contractor.</p>
2.	<p>Attire/turnout of the driver</p> <p>a) In appropriate</p> <p>b) Very inappropriate</p>	<p>a) Rs.50.00 to Rs.200.00, depending upon the inappropriateness.</p> <p>b) The driver with the vehicle will be sent back and a penalty of Rs.300.00 will be imposed. A taxi will be hired for the day and payment for the same will be borne by the Contractor.</p>

3.	Unclean vehicle or seat cover / smell in the vehicle	Rs.20.00 for the 1 st day and Rs.200/- per day for 2 nd consecutive day and beyond.
4.	AC not working / malfunctioning	The contractor to provide another vehicle in the 30 minutes time or else the office can hire a taxi for the day, payment of which will be borne by the contractor
5.	Breakdown enroute	Officer to hire a taxi to reach the destination, payment to be borne by the contractor.
6.	Driver's behavior	If any misbehavior by the driver, the driver will have to be changed by the contractor immediately. If the contractor doesn't change the driver in 03 days time, the vehicle will be sent back and a taxi will be hired payment of which will be borne by the transporter along with a fine of Rs.200/- daily.
7	Unable to provide vehicle	In case any transporter is unable to provide regular vehicle, immediate replacement shall have to be provided to MMTC. In the event transporter fails to provide replacement, a sum of Rs. 1000/- per occasion shall be deducted from the bills of such transporter.
8	Driver misses the assigned duty	In case the driver misses the assigned duty before or after reporting, he shall not be allowed to claim any mileage for that day; in addition a sum of Rs. 500/- for each missed duty shall be recovered from the transporter's bill. Apart from this, the contract with the transporters can be terminated with or without forfeiting security deposit. The decision of MMTC shall be final and binding on the transporters in this regard.
9.	Driver turned up without Mobile	Each driver should be provided with individual mobile. The mobile number should be informed to In-charge of Administration Division, DRO, Jhandewalan and driver should be in regular touch with Administration Division. In case driver does not bring mobile on any day, a sum of Rs.100/- will be deducted for each day.
10	Change of vehicle or driver without prior permission	The vehicle and driver deployed on MMTC duty should be regular and should not be changed without prior permission of MMTC. In case vehicle or driver is changed without permission, a sum of Rs.250/- will be deducted per occasion

Levy or waiver will be at the discretion of MMTC.

24. MMTC reserves the right to reject any or all the quotations without assigning any reason thereof.
25. The EMD will stand forfeited if the successful bidder withdraws or on notifying the rates, refuses to accept the tender or violates any other terms & conditions of the tender.
26. MMTC reserves the right to cancel the contract at any point of time without assigning any reason whatsoever with the notice period of 30 days.
27. **FORCE MAJEURE** : If at any time during the existence of this agreement the successful bidder is unable to perform in whole or in part any obligations under this agreement because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions of exports and imports), fires, floods, explosions, epidemics, strikes, or any other labour trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative.

If operation of such circumstances exceeds **three months**, either party shall have the right to refuse further performance of the agreement in which case neither party shall have the right to claim eventual damages. The party which is unable to fulfill its obligations under the present agreement shall, within 15 days of occurrence of any of the causes mentioned in this clause inform the other party of the existence or termination of the circumstances preventing the performance of the agreement.

In case either party invoking the force majeure clause, it is incumbent on him to submit the documentary evidence to that effect from the competent government authority/chamber of commerce. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the agreement.

28. **ARBITRATION CLAUSE:** Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this agreement/contract or validity or breach thereof shall be settled by arbitration by a Sole Arbitrator to be nominated by CMD, MMTC, in accordance with the rules of Arbitration of the Arbitration & Conciliation Act 1996 subject to the latest amendments thereof, the award made in pursuance shall be binding on the parties. The venue of the Arbitration shall be Delhi and governing law shall be Indian Law.
29. **APPLICABLE LAW AND JURISDICTION:** All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi.
30. **HOLIDAY LISTING CLAUSE:** Notwithstanding anything contained in this agreement, MMTC's policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with the agency(s) in accordance with the policy in force.

31. **FRAUD PREVENTION POLICY :** All the bidders shall be required to certify that they would adhere to the Fraud Prevention Policy of MMTC and shall not indulge themselves or allow other (working in MMTC) to indulge in fraudulent activities and that they would immediately apprise the organization of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of MMTC is liable to be treated as crime and dealt with by the procedures of MMTC as applicable from time to time.

For MMTC Limited.

Chief Manager (Admn.)

F8-11, Jhandewalan Flatted Factories Complex,
Jhandewalan, Rani Jhansi Road,
New Delhi-110055

On letter head

TECHNICAL BID

Form – A

MMTC LIMITED

TENDER FOR EMPANELMENT OF HIRING OF DLY CAR

Sl. No.	Description	
1.	Name of Firm & Address with Mobile number/Email ID:	
2.	Type of Firm:	
a	Proprietary (Name of proprietor):	
b	Partnership (Name of Partners):	
c	Company (Name of Directors):	
d	Others (specify) - Name of Owners/ Principal Officials:	
3.	Main Business activity of Firm/ Partnership Company:	
4.	Date of Registration of Firm / Partnership / Company:	
5.	Annual Turnover of the firm :	
6.	Income Tax Assessment certificate for the last three years.	
7.	Copy of the details of the past experience (minimum 3 years) of providing services in the same field in Government / PSUs / Reputed Corporate Sectors.	
8.	Bank Account No./ Bankers Name/ Branch Address:	
9.	Income Tax / PAN:	
10.	GSTIN No.	

11	The vehicle should be registered 2019 onwards – copy of RCs to be submitted. Vehicles should not be more than two year old. Registration of vehicles should be of Delhi only.	
12	The vehicle should be having valid Pollution Control Certificate – Proof thereof.	
13.	Proforma for no near relative (s) of the tenderer working in MMTC LTD- Annexure – II	
14	Declaration regarding acceptance to terms & conditions of the tender - Annexure - III	
15	Declaration regarding blacklisting/ non-blacklisting from taking part in Govt. tender- Annexure - IV	
16	Undertaking for non tampering of data- Annexure - V	
17.	Details of EMD of Rs. 10,000/- deposited	NEFT / RTGS No_____date_____

Signature with date:

Name:

Designation:

Stamp:

On letter head

TECHNICAL BID

Form - B

DETAILS OF VEHICLE OFFERED FOR HIRE

Sl. No.	Regn. No.	Make	Model	Fuel (Petrol/CNG)	Tank Capacity

On letter head

TECHNICAL BID

Form - C

DETAILS OF DRIVERS

Sl. No.	Name	Age	License No.	Validity

On letter head

PRICE BID

(Amt. in Rs.)

	Description	Maruti D'Zire or equivalent vehicle With A/C	Innova or equivalent vehicle With A/C
MONTHLY RATES			
	2000 Kms per month (10 hrs daily)		
	Extra per Km above 2000 Kms		
	Extra per Hour above 10 hours daily		
SPOT LOCAL			
	Full day 80 Kms (8 hrs)		
	Extra per KM		
	Extra per Hour		
	Half day 45 Kms (4 hrs)		
	Extra per Km		
	Extra per hour		
SPOT OUTSTATION			
	Full day (Min. 250 Kms per day)		
	DA for driver		
	Night charges per night		

()

Party's Authorized Signatory
Party's name

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Subject: Authorization for attending bid opening on ----- (date) in the tender no. -----
of MMTC Limited.

Shri / Msof is hereby
authorized to attend the bid opening for the tender mentioned above on behalf of -----
----- (Bidder) in order of preference given below.

Specimen signature of person authorized to attend bid

Signatures of bidder Or Officer authorized to sign the bid documents on behalf of the
bidder.

Note: 1. Only one representative will be permitted to attend bid opening.
2. Permission for entry to the hall where bids are opened may be refused in case
authorization letter as above is not produced before the bid opening committee.

**PROFORMA FOR NO NEAR RELATIVE (S) OF THE TENDERER WORKING IN
MMTC Ltd**

(Recommended to be executed on Rs.20/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

I, Director/Company Secretary (CS) of the company M/s _____ hereby certify that none of my near relative (s) is/are employed in MMTC Ltd as per detail given below. In case at any stage, it is found that the information given by me is false/incorrect, MMTC Ltd shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

The near relative (s) means: a

) Members of a Hindu Undivided family;

b) They are husband and wife.

c) The one is related to the other in manner as father, mother, son(s) & son's wife (daughter-in-law), Daughter (s) & daughter's husband (son-in-law) brother (s) and brother's wife, sister (s) sister's husband (brother-in-law)

Certificate will be given by all the Directors of the company (or company secretary on behalf of all directors).

Any breach of these conditions by the company, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. MMTC Ltd will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.

1. Name of Director _____

Signature _____

2. Name of Director _____

Signature _____

OR

Name of Company Secretary

Signature _____

DECLARATION REGARDING ACCEPTANCE TO TERMS & CONDITIONS OF THE TENDER

1. I/We, Director/authorized signatory of the Company M/s _____, is competent to sign this declaration and execute this tender document.
2. I have carefully read, understood and accept 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 THE BIDDER WITH SEAL

**DECLARATION REGARDING BLACKLISTING/ NON-BLACKLISTING FROM
TAKING PART IN GOVT.TENDER**

(Recommended to be executed on Rs.20/- Stamp paper &attested by Public Notary/Executive Magistrate by the bidder)

I/We Director(s)/Authorized Signatory of of M/S _____ hereby declare that the Company has not been blacklisted or debarred in the past by MMTC Ltd or Ministry of Commerce & Industry or any other Government Department/Organization/Under Taking from taking part in Government tenders.

Or

I / We Director(s) of M/S. ----- hereby declare that the Company namely M/S.- ----- was blacklisted or debarred by MMTC Ltd or Ministry of Commerce & Industry or any other Government Department from taking part in Government tenders for a period of ----- years w.e.f.----- . The period is over on -----and now the company is entitled to take part in Government tenders.

In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by MMTC Ltd, and EMD/SD shall be forfeited.

In addition to the above, MMTC Ltd, will not be responsible to pay the bills for any completed / partially completed work.

SIGNATURE OF THE BIDDER WITH SEAL

DECLARATION ON LETTER HEAD

UNDERTAKING FOR NON TAMPERING OF DATA

I/We have downloaded the entire tender documents from the internet site _____ and I/we have not tampered / modified the tender forms in any manner and have uploaded the untampered documents. In case, if the same is found to be tampered / modified, I / we understand that my / our tender will be summarily rejected and full earnest money deposit will be forfeited and I/we am/are liable to be banned from doing business with and/or prosecuted.

Signature & Seal of the Tenderer / Contractor / His/ Her Authorized Representative

Date:

Place