

No:PDA(1):CR:87/Tender/2021-22

TENDER DOCUMENT

**TENDER THROUGH E-PROCUREMENT
TO RUN STALL NO.4 INSIDE
PILIKULA BIOLOGICAL PARK**

**To
The Commissioner,
Pilikula Development Authority
Moodushedde, Mangaluru-575 028**

E- PROCURMENT NOTICE

TENDER TITLE: TO RUN STALL NO. 4.

TENDER LAST DATE: 9.8.2021, 4.00 pm

1. PREFACE:

Tenders are invited through e-procurement by Pilikula Development Authority (hereinafter referred to as 'PDA') on behalf of the Commissioner or by its successors under Two Bid System i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Companies/Firms/Agencies/Individuals to run Stall No.4 inside Pilikula Biological Park located at the address mentioned below for three years on the terms and conditions mentioned in the tender document.

2. NAME AND ADDRESS OF THE AUTHORITY OR ITS SUCCESSORS

The Commissioner,
Pilikula Development Authority,
Moodushedde, Mangaluru – 575 028
Phone: 0824-2263565, E mail: pilikula96@gmail.com

i) **ADDRESS FOR DOWNLOADING TENDER DOCUMENT:**

<http://www.eproc.karnataka.gov.in>

ii) **CONTACT PERSON(S) FOR ANY QUERIES RELATED TO THE TENDER:**

Administrative Officer
Telephone: 0824-2263565

3. Brief Details of the e-Tender:

i.	Name of the work & location	Details
ii	Tender fee :	As per e portal
iii	Tender No. :	No:PDA(1):CR:87/Tender/2021-22
iv	Minimum License Fee per month	Rs. 60,000/-
v	Submission of Earnest Money	EMD equal to Rs.43,200/- by e-payment through e-procurement portal.
Vi	Security Deposit	Equivalent to 4 month's License Fee
vii	Last date of the Submission/ Receipt of the e-Tender	9.8.2021

i) This Tender is an e-Tender; offers will not be accepted in hard copy.

ii) e-Tenders without Earnest Money are liable to be rejected.

4. SCHEDULE FOR INVITATION FOR BIDS:

i) Last date of receipt of Tender : 9.8.2021, 3.30 P.M.

ii) Date and time of opening of Tender (Technical Bid) : 10.8.2021, 4.00 P.M.

iii) Date and time of opening of Financial Bid : 11.8.2021, 3.30 P.M.

iv) Bid will be opened at office of the Commissioner, Pilikula Development Authority through e-procurement.

5. TYPE OF BID: Two cover system (Technical & Financial)

6. EARNEST MONEY DEPOSIT (E.M.D.):

- i) Every bidder shall submit the (Bid security) earnest money deposit equal to Rs.43,200/- in the form of Demand Draft/Pay order only in the name of "Pilikula Development Authority", payable at Mangaluru. The bid without EMD is liable to be summarily rejected.
- ii) Without prejudice to any other right of PDA the Earnest Money Deposit may be forfeited by the PDA:
 - (a) in case the successful Bidder refuses to sign the Agreement; or
 - (b) if the bidder fails to furnish the Security Deposit.
- (iii) EMD will be refunded to the bidders after issue of award letter to the successful bidder and no interest would be paid thereon.

7. SECURITY DEPOSIT/ PERFORMANCE SECURITY

After award of contract the contractor has to deposit Security deposit/Performance Security amount equivalent to 4 month's license fee quoted in the tender immediately after receipt of work order through DD in favor of 'Pilikula Development Authority' payable at Mangaluru. After submission of the performance security by the successful Bidder, the corresponding EMD shall be released. Security deposit will be released by PDA after the successful completion of the contract. If licensee vacates the stall before one year, the security deposit will be forfeited.

8. SUBMISSION OF BIDS

The interested parties have to submit the Technical Bids and Financial bids online in the prescribed proforma through e- procurement portal. Tender sent by any other mode will not be considered and the same will be rejected summarily. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the Tender documents. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances what so ever.

a) **Technical Bid:** As per Performa for Technical Bid (**Annexure- IV**)

b) **Financial Bid:** Should contain Price Bid only. (As per Proforma for Financial Bid) (**Annexure-III**)

9. TECHNICAL BID: ELIGIBILITY CONDITIONS:

The tendering Company/Firm/Agency/Individual shall fulfill the following technical specifications for Technical Bid:-

- (i) The Firm/Company/Agency/Individual should have a minimum experience of two years in the field of running concerned shop or stall.
- (ii) The Company/Firm/Agency/Individual shall have financial turnover of at least Rs.15.00 lakhs per annum for each of the last three years.(2018-19, 2019-20, 2020-21)

- (ii) The Company/Firm/Agency/Individual shall have been registered with the Income Tax and Service/GST Tax Department.
- (iii) The list of documents as details in Annexure-I of the tender document to be submitted.

10. EVALUATION CRITERIA:

- i) Total number of Bids received will be announced to bidders during Bid opening time.
- ii) Technical and financial Bid will be opened by the Commissioner, PDA.
- iii) Technical Bid will be opened first. Only Bidders who qualify Technical Bid will be considered for Financial Bid and only their financial bid will be opened. Financial Bid of the unqualified bidders in Technical Bid will not be opened.
- iv) Price quoted in the financial bid will be announced to bidders.
- vi) Highest bidder name will be declared by the Commissioner.
- vi) The bidder whose rates are higher will be allotted the Stall. If the rates of two/three bidder are found equal/same, then the shop/stall allotment would be decided by lot.

GENERAL INSTRUCTIONS:

- i) The interested parties can inspect the premises between 11:00 AM to 04:30 PM on any working day before submission of tender. They may contact Administrative Officer, PDA on telephone No. 0824-2263565, during office hours on any working day for ascertaining any other additional information/clarifications required.
- ii) All entries in the tender form should be legible and filled clearly. If the space provided for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be scanned and uploaded. No correction either in the Technical Bid or Financial Bids will be permitted.
- iii) Conditional bids shall not be considered and will be rejected summarily.
- iv) No bidding firm will be allowed to withdraw its bids after technical bids have been opened. If any firm intends to withdraw after opening of technical bids its EMD will be forfeited.
- v) The Commissioner, PDA reserves the right to reject any or all the tenders submitted by the bidders at any time or relax/withdraw/add any of the terms and conditions contained in the Tender Documents without assigning any reason thereof.
- vi) PDA takes no responsibility for delay, loss or non-receipt of applications.
- vii) The tenderer will be bound by the details furnished by him/her to this Office, while submitting the tender or at any subsequent stage. In case any of such document furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract in Mangaluru jurisdiction only.
- viii) The acceptance order issued by PDA shall be accepted by the tendering Company/Firm/Agency/Individual within 10 days from the receipt of the order. The contract shall commence from the date of execution the agreement.

- ix) The contracting Company/Firm/Agency/Individual shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency/Individual etc.,
- x) The successful tenderer will have to deposit the Contact agreement duly signed as per tender conditions.
- xi) All the documents should be digitally signed by the Tenderer.
- xii) The Contracting agency shall abide the timely directions issued by PDA.
- xiii) Any subsequent Updates, Addendums, Corrigendum etc., if any, will be published only on the website <http://www.eproc.karnataka.gov.in> and www.pilikula.com. All bidders are required to regularly check the websites for any updates.

11. PERIOD OF CONTRACT / TERMINATION NOTICE

The contract shall be valid initially for a period of **Three years** from the date of agreement. This contract may be renewed for further period of Two years on mutually agreed terms and conditions or may be terminated at any time before the normal tenure also.

12. RIGHT TO ACCEPT OR REJECT TENDER

- i) The right of acceptance of tender will rest with the Commissioner or its successors of PDA.
- ii) The Commissioner, PDA reserves the right to accept the whole or any part of the tender and tenderer shall be bound to perform the same at the rates quoted. All the tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect shall be liable to be rejected.

13. LIABILITIES, CONTROL ETC. :

- i) In case, the person employed by the contractor commits any act of omission/commission that amounts to misconduct/indiscipline/ incompetence, the contractor shall be liable to take appropriate disciplinary action against such persons, including their removal from the site of work.
- ii) The timings for stall to be kept open is from 9.00 am to 6.00 pm. The licensed premises shall not be used for residential purposes.
- iii) PDA shall not be responsible for any damages, losses. Claims, financial or other injury to any person deployed by service providing agency in the course of their performing the duties in the Stall, or for payment towards any compensation.
- iv) The person deployed by the service providing agency shall not have any claim or be entitled to pay, perks and other facilities admissible to ad-hoc, regular/confirmed employees of this office during the occurrence or after expiry of the contract.
- v) In case of termination of this contract on its expiry or otherwise, the service providing agency will not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/any other capacity in the office.

- vi) **The 10% rent shall be enhanced on every year.** If the licensee does not pay rent on or before 5th day of the each month, a penalty of 9% per month on total outstanding in case if not paid within 2 months and 18% per month on total outstanding in case not paid above 2 months is to be levied upon to Licensee.

14. LEGAL

- i) The contractor shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by him to the office to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- ii) If applicable the Tax Deduction at Source (TDS) shall be deducted as per the provisions of the Income Tax Department.
- iii) In case, the tendering agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the office is put to any loss/obligation, monetary or otherwise, the office will be entitled to get itself reimbursed out of the outstanding bills or the Security deposit cum Performance guarantee of the agency, to the extent of the loss or obligation in monetary terms.
- (vii) The Contractor shall keep the Principal employer, its servants or indemnified against claims, actions or proceedings brought or instituted against the employer, its servants by any of contractors' employees or any other third party in connection with, relating to or arising out of the performance of the services under the agreement.

(viii) Disputes & Differences:

Decision of the Commissioner, PDA regarding performance of contract, levy of compensation for delay and payments for extra work done shall be final and binding on the contractor. However, any dispute arising out of this contract can be referred to Chairman, PDA.

15. **Relaxation/modification in tender:** PDA reserves the right to:

- i) Relax the tender conditions at any stage, if considered necessary for the purpose of finalizing the contract in overall interest of PDA.
- ii) Re-tender or modify the terms & conditions of the tender. It also reserves the rights to negotiate the rates with the bidders.
- iii) Accept or reject any or all of the financial bids in part or in full, irrespective or their being the higher, without assigning any reasons.

16. **TERMINATION OF CONTRACT, VACANT POSSESSION ETC.**

- i) The PDA reserves the right to terminate the contract at any time after giving two month's notice without assigning any reason, the decision of the PDA in this regard shall be final and binding on the contractor. The contractor, if he so desires, may seek termination of the contract by giving written notice of not less than two months duration during the agreement period.

- ii) The contractor will on expiry of the period of the contract, peacefully and quietly hand over vacant possession of the premises to the Licensor without raising any dispute whatsoever.
- iii) The contractor shall not put up any permanent structure or make any alternations or additions in the premises without the prior consent in writing of the Licensor.
- iv) In case of loss or damage caused to any of the fixtures etc. provided by the Licensor, the cost thereof shall be recovered from the contractor and the same shall be deducted from the Security Deposit.
- v) If the contractor commits breach of any of the aforesaid terms and conditions, the contract will stand terminated forthwith.

17. Statutory Obligations:

- i) The successful bidder/contractor will meet all the statutory requirements obtain all necessary licenses or other approval if any required for running the shops/stall under the relevant acts and he will be responsible for all the consequences for not obtaining such licenses as required by the law from time to time and will have to submit the certified photocopy of the same to the PDA and any other laws, rules, regulations, guidelines etc. that may be applicable from time to time or that may be introduced by the Central/State Government or Municipal/Local Self Government authorities subsequent to the date of this agreement.
- ii) The Contractor shall keep the PDA indemnified from all acts of omissions, defaults, breaches and/or any claim damages, loss or injury and expenses to which PDA may be put to or involved as a result of Contractor's failure to fulfill any of the obligations hereunder and/or under statues and/or any bye-laws or rules framed there under or any of them.
- iii) PDA shall be entitled to recover any such losses or expenses which may have to suffer or incur on account of such claims, demand loss or injury from the Security deposit / performance deposit of the contractor without prejudice to its any other rights under the law.
- iv) PDA will not be liable for any act or breach or omission by the contractor in regards to the statutory obligations whatsoever and shall in no case be responsible or liable in case of dispute, prosecution or awards made by Court of Law or other Govt. agencies.
- v) In case of any accident arising out of and in the course of this agreement, PDA will not be responsible for payment of any compensation or under any other law. It will be the sole responsibility of the contractor for payment towards loss or compensation whatsoever. The person engaged by Contractor shall be treated, as Contractor's own employees and can claim no privileges from PDA. The sole responsibility any legal or financial implication would rest with the contractor. The Contractor will be directly responsible for administration of his employees as regards their wages, uniforms, general discipline and courteous behavior.

- vi) The Contractor will have to obtain general insurance against risk, fire accident for his belongings etc. and provide a copy of the same to PDA.
- vii) All the taxes/levies/fee charges payable to Govt. Deptt./Local bodies shall be paid by the contractor & no claim whatsoever shall be paid by the PDA .

21. FORCE MAJEURE

Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure. If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event. The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure.

In the event of Force Majeure lasting for more than three months, either party may, following consultation with the other give a notice of termination.

Commissioner

SPECIFICATIONS, TERMS AND CONDITIONS

- 1.
1. The tender will be rejected straightway without assigning any reason if the applicant/firm involves in any criminal cases, declared black listed by any Govt./Semi govt. department/agencies etc.
2. The Licensee shall, at its own cost and expenses, put up firefighting equipment, fitting etc. Such fixtures/fittings/items, the removal of which premises or on termination/cancellation etc. affect the building; its interior aesthetics etc. cannot be removed/taken/ away by the Licensee at the time of vacation of the licensed contract/ completion of the License Period.
3. The Licensee shall be responsible for the maintenance, high standard of cleanliness and proper repairs of the premises and also for repair and maintenance of fixtures, fitting and additional facilities such as electricity, water. The Licensee shall also ensure sanitation, prevention of infectious diseases, control and prevention of nuisance from insects, rodents, or any other source etc.
4. The Licensee shall give special attention to the manner in which his employees receive visitors and render service ensuring good hospitality, congenial and pleasant atmosphere. Special care shall be taken for the employee's health and to ensure that all the workers/employees employed in the premises are medically fit and that they do not suffer from any contagious, loathsome or infectious disease. In this regard a certificate duly certified by an RMP (Register Medical Practitioner) in respect of each employee.
5. The Licensee shall ensure the items sold/served from the premises are of requisite hygiene and quality standards and conform to the provisions of the Prevention of Food Adulteration Act, 1954 and any other guidelines, regulation, standards, etc. issued by Authorities concerned from time to time.
6. A rate list must be displayed at prominent places in the respective outlet. No hand Bills/Stickers are allowed to be put anywhere in the premises or outside.
7. Deviation from approved trade for which licensee has been granted will be treated as violation of License Agreement and the license shall be terminated immediately.
8. The sale/serving or promotion of alcoholic beverages, plastic usage and serving of pork or beef is strictly prohibited.
9. Officials of the Licensor may, at any time, enter the licensed premises/ food outlet/ shop and monitor the quality of raw material, food items and standards of facilities and interiors, exteriors of the premises etc. The Licensee will be duty bound to assist/co-operate with the Licensor's officials in this regard. The source of procurement of raw materials, food items etc. will also have to be divulged to the officials of Licensor whenever asked.
10. The Licensee shall not place or permit placement of any advertisement, notice frames, pictures, decorations, telephones, weighing or vending machines or manual or mechanical/electrical devices or contrivance for commercial gains. Board/Banner/hording/posters etc. promoting any individuals location/ outlet either

in the premises of PDA or any of the place or near the allotted shop/Outlets will not allowed without prior permission from PDA. Licensee can promote themselves by putting uniform signage only about their outlet name at the licensed premises only and nowhere else.

11. Segregation of waste materials/water will also be undertaken by Licensee and disposed off by him only. Licensee shall collect all garbage in bags/boxes/trolleys permitted for the purpose as per the instruction of the Licensor. The collected garbage shall be kept at identified collection points. Failure to do so will involve termination/cancellation of the License Agreement without any notice. It will also be the responsibility of the Licensee to maintain cleanliness and hygiene in and around their allotted shop/outlet.
12. The Licensee shall not use any kanat or shamiana, sound system and functions in the premises or occupy the area around the licensed premises in any manner.
13. The Licensee, his agents and servants shall observe/perform and comply with all applicable laws/rules and regulations of the Shops and Establishment Act, Factory Act, Industrial Disputes Act, Minimum Wages Act, Labour Laws and the provisions of any statutory law applicable to the Licensee including any rules and regulations made by Licensor or Local body or administration as applicable from time to time to the business which the Licensee is allowed to carry on under this and to the area in which the said premises are located. This also included Agreement compliance of laws relating to hygiene, storage, sanitation, cleanliness product quality and disposal of water & waste material etc.
14. The licensee shall pay charges of consumption of electricity and water charges to PDA every month along with License fee as per reading of sub meter/ bill issued by PDA.

Commissioner

Annexure-I

1. Eligibility conditions/Check List of Technical Bid Documents

S.No	Particulars	Attached supporting documentary evidence	
		Yes	No
1.	Required Tender Fee (as per e –portal) (Non refundable)		
2.	Required Earnest Money Deposit (EMD) (In the form of DD)		
3.	Copy of the PAN either individual or firm.		
4.	Copy of Goods & Service Tax Registration certificate if any/applicable.		
5.	Name & Address of tenderer's Bank and his current Account Number		
6.	Name and Address of the Contract persons to whom all references shall be made by the PDA		
7.	Signature of the Bidder or his/her authorized signatory on each page of the Tender Document as acceptance of the terms and conditions contained in the Tender Document		
8.	Experience certificate for the last 2 (two) years. An undertaking is to be accepted for self experience in the relevant field.		
9.	List of institutions/organizations (with complete postal addresses) served in the past and list of institutions/organizations where presently working, Names, designations and telephone numbers of concerned officers in the respective institutions/organizations may also be indicated		
10.	An affidavit on a non-judicial stamp paper of Rs. 10/- as per Annexure -VII		
11.	Annual turnover for Rs. 15.00 lakhs for the last years 2018-19, 2019-20 and 2020-21		
12.	Tender Acceptance letter as per Annexure-II		
	<u>Note:</u> Scanned photocopies duly signed by the authorized signatory of all documents from Sr. 1 to 12 above may be uploaded together with the technical bid		

Annexure-II

To,

The Commissioner,
Pilikula Development Authority,
Moodushedde, Mangaluru- 575 028

Sir,

Sub: Tender Acceptance letter.

I hereby undertake that I have read and understood the entire tender document and accept & agree to comply with the same. I also accept and agree that any subsequent Addendums and Corrigendum if issued in this regard I shall comply accordingly.

Signature of the Authorized Signatory
of the Bidder with seal of firm

PROFORMA FOR FINANCIAL BID

To,

The Commissioner,
Pilikula Development Authority,
Moodushedde, Mangaluru- 575 028

Sir,

Subject: **Tender for allotment of vacant shops/stall in the Campus of PDA- reg;-**

With reference to your Tender No. -----dated -----on the subject mentioned above, the undersigned have read the terms and conditions of the tender and quote the rates as under :-

Sl. No.	Description of the shop	Number of Shops/Stall and size	Bidder rate for the shop per month (Rs.)
1.	Stall No. 4 inside Pilikula Biological Park	01 shop & 60 sq.mtrs.	

I/We undertake that if our bid is accepted we will run shops/stall in accordance as specified in the terms and conditions of the tender documents and agreement.

I/We undertake that I/we shall furnish the Security Deposit within fifteen days after issue of notification of award for an amount of Rs.38,700/-in the form of demand draft or Fixed Deposit Receipt (in original) or Bank Guarantee in an acceptable form from any Nationalized/Commercial Bank in favour of '**Pilikula Development Authority**' payable at Mangaluru. No interest will be paid on amount, the same will be refunded when the contract is over and after clearing all dues.

I/We also agree to abide by this Bid validity period of 180 days from the date of opening of Technical Bid. It shall remain binding upon us and may be accepted at any time before the expiration of that period.

I/We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

I/We understand that you are not bound to accept the lowest or any bid you may receive.

I/We attach here with an affidavit confirming that the information furnished in the Bid is correct to the best of our knowledge and belief.

I/We clarify/confirm that we comply with the eligibility requirements of the bidding documents till our contract remain in operation/force.

Dated this _____ day of _____ 2021

PROFORMA FOR TECHNICAL BID

To,
The Commissioner,
Pilikula Development Authority,
Moodushedde, Mangaluru- 575 028

Sir,

Subject: **Allotment of vacant shops/stall inside Pilikula Biological Park.**

With reference to your Tender No. ----- dated ----- on the subject mentioned above, the undersigned have read the terms and conditions of the tender.

Sl. No.	particulars	Page Number
1.	Eligibility conditions as Per Annexure – I	
2.	Tender Acceptance Letter as per Annexure-II	
3.	Technical Bid Proforma - Annexure-IV	
4.	Agency Details as per Annexure- V	
5.	Experience Certificate as per Annexure-VI	
6.	Undertaking on non-judicial stamp paper of Rs.10/- (As per Annexure-VII	
7.	Compliance Statement Certificate as per Annexure - VIII	
8.	No relation certificate as per para 16 of General Information to Bidder as per Annexure- IX	
9.	Any other Supporting Documents submitted by bidder	

2. It is to certify that above information are correct and duly certified copy of relevant documents in the proof of above is enclosed herewith. All pages of the Technical bid have been numbered, indexed and the document is final for all purposes.

3. All the above mentioned documents have been scanned & uploaded along with bid documents.

Signature of the Authorized Signatory of the Bidder with seal of firm

AGENCY DETAILS

(Including performance records, financial viability etc.)

- 1.Name of Agency (Copy to be enclosed) :
- 2.Status of ownership of the firm(Proprietary/Partnership/Company) (Copy to be enclosed)
- 3.Registration No.
(Copy to be enclosed):
- 4.VAT / Sales Tax Registration No. (Copy to be enclosed):
- 5.PAN Number (Copy to be enclosed) :
- 6.Income Tax A/C No. & Tax Paid During Last three Financial Year(Copy to be enclosed):
- 7.Tin Number of the Agency (Copy to be enclosed) :
8. Good Service Tax Registration No. (Copy to be enclosed) :
- 9.Telephones Nos. :
- 10.Residential Address :
- 11.Banker's Name & Address(Copy of cancelled cheque / NEFT details to be enclosed) :
- 12.Experience (Years) :
13. Minimum annual turnover of Rs.15.00 lakhs for last one year (supporting document to be enclosed).
- 14.List of Clients(Enclose copy of Orders/Contractors : Along with Items Details, Performance Report)

Signature of the Contractor

Name/Firm_____

Address_____

EXPERIENCE CERTIFICATE

Certified that M/s.....has
run/is running shop/stall for _____ in this -----
satisfactorily for the period from
.....to.....

Authorised signatory with Office Seal /Rubber Stamp

Annexure-VII

An undertaking enclosed at Annexure of the tender/bid document on non judicial stamp paper of Rs. 10

UNDERTAKING

I/We have read and understood the contents of tender and agree to abide by the terms and conditions of this tender and undertake the following.

1. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish Performance Security, as mentioned in the bid document.
2. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the government have banned/suspended business dealing. I/We further undertake to report to the PDA, Mangalore immediately after we are informed but in any case not later than 15 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the currency of the contract with you.
3. I/We agree that all disputes, if arising related to this tender, shall be within the jurisdiction of courts of Mangalore.
4. I/we undertake that the firm/company etc., has never been blacklisted by any of the Central/Govt. organization and no criminal case is pending against the firm/company.
5. That the information supplied by the firm/company/bidder in the bid are true and nothing has been concealed and in case at any stage any information is found false our EMD/ Performance Security can be forfeited and our tender can also be rejected by the Council.
6. **PDA Authorities may make surprise inspection to ensure proper Quality and nearby sanitation condition.**

Date:

Signature of the tenderer/bidder)

Name: designation with seal of the firm/company

Compliance Statement Certificate

I/we do hereby state that each terms and conditions of the tender documents have strictly been complied and nothing has been concealed or left as required in the tender document.

Authorised signatory with Rubber Stamp

Dated:

Place:

NO RELATION CERTIFICATE

I/We hereby certify that none of my relatives as defined in the bid document is/are employed in PDA. In case at any stage, it is found that the information given by me/us is false/incorrect, PDA shall have the absolute right to take any action as deemed fit without prior intimation to me/us.

Authorized signatory with Rubber Stamp

Dated:

Place: