## REVISED AFFIDAVIT BY STATE EX-SERVICEMEN CORPORATIONS FOR DGR SECURITY AGENCY SCHEME (TO BE SUBMITTED AT THE TIME OF EMPANELMENT)

(To be submitted duly signed by all the Director on ₹ 100 Non Judicial Stamp Paper and Attested by the Judicial Magistrate First Class)

<u>Recent Passport</u> size colour photograph of the Director

- 1. We the Directors of \_\_\_\_\_ (Name of the State ESM Corporation)
  - \_\_\_\_\_ (Service Number, Rank, Name)
    - \_\_\_\_\_ (Service Number, Rank, Name)
  - \_\_\_\_\_ (Service Number, Rank, Name)
  - \_\_\_\_\_ (Service Number, Rank, Name)
  - \_\_\_\_\_ (Service Number, Rank, Name)
    - \_\_\_\_\_ (Present Address with PIN

Code), DGR Empanelment No. \_\_\_\_\_ hereby solemnly affirm and undertake & declare as under:-

(a) That \_\_\_\_\_\_ (Name of the State ESM Corporation) is incorporated under the orders of Govt of \_\_\_\_\_\_(State) vide Gol Gazzette Notification Order number \_\_\_\_\_\_dated\_\_\_\_\_.

(b) That we will deposit all the reports and returns mandated by DGR as per schedule every year to DGR / concerned DRZ.

(c) That \_\_\_\_\_\_ (Name of the State ESM Corporation) will represent in person to the principal employer / prospective principal employer, i.e. the concerned CPSU and DGR, as and when required, Third party interactions will not be carried out.

(d) That \_\_\_\_\_\_ (Name of the State ESM Corporation) will not use the name of DGR / MoD in any correspondence, negotiation or in any other form with any third party for furtherance of business.

(e) That \_\_\_\_\_\_ (Name of the State ESM Corporation) will not seek / bid / participate / in the tendering process of any CPSU / Govt Agencies without sponsorship by DGR. (f) That \_\_\_\_\_\_ (Name of the State ESM Corporation) will intimate DGR about the award of a contract within 30 days of signing of Contract / becoming operational.

(g) That \_\_\_\_\_\_ (Name of the State ESM Corporation) will ensure that the uniform worn by the security guards employed by \_\_\_\_\_\_ State ESM Corporation do not resemble the uniforms used by the Armed Forces of the Union of India / Central Para Military Forces or State Police Forces.

(h) That \_\_\_\_\_\_ (Name of the State ESM Corporation) will employ 90%
ESM security guards only after duly verifying their documents proving ESM status.

(Name of the State ESM Corporation) will ensure that all the security guards engaged are appointed as per the prevalent Laws & Govt directives and will give Letter of Appointment to each security guard specifying the terms & conditions of employment, duration and the process of termination of employment.

(i) \_\_\_\_\_\_ (Name of the State ESM Corporation) will only quote service charges @ 10% in accordance with **para 13 (g) of MoD OM**. All bidding will be carried out as per Office Memorandum and Notice of Revision of Minimum Wages for One day as promulgated by DGR.

(j) That \_\_\_\_\_\_ (Name of the State ESM Corporation) will also ensure that all the security guards are paid wages & allowances as per the wage structure revised by DGR on half-yearly basis and in terms of the Notification promulgated by the Central Government (Ministry of Labour & Employment and Ministry of Finance etc) and the concerned State Govt.

(k) That \_\_\_\_\_\_ (Name of the State ESM Corporation) will deposit the EPF contribution, ESI subscription and all other statutory components regularly in accordance with the laid down legal provisions and the proof of the same will be furnished to the security guards along with their monthly salary slip.

(I) That \_\_\_\_\_\_ (Name of the State ESM Corporation) will submit Half yearly Guards Strength Returns as per the laid down Format, duly counter-signed by the Principal Employer, and also whenever directed by DGR.

(m) That \_\_\_\_\_\_ (Name of the State ESM Corporation) will submit the soft copy of Pension Payment Orders (PPOs) of ESM security guards and Training Certificates of all the security guards (both ESM & Civilian security guards) within 30 days of the commencement of the security contract and subsequently by 30 June every year.

(n) That \_\_\_\_\_\_ (Name of the State ESM Corporation) will follow all directives issued by DGR from time to time for proper compliance of the OM and other guidelines / directions / advisories.

(o) That \_\_\_\_\_\_ (Name of the State ESM Corporation) shall adhere to all Laws of the Land as applicable including the provisions of the PSARA Act, 2005 and as amended from time to time and will follow the policies, rules and regulations laid down by the Govt / DGR / CPSU as amended from time to time.

(p) That \_\_\_\_\_\_ (Name of the State ESM Corporation) agree to the DGR or any monitoring agency authorized by the DGR having the right to inspect the premises, any documents or accounts of \_\_\_\_\_\_ (Name of the State ESM Corporation).

(q) That if it is found that \_\_\_\_\_\_ (Name of the State ESM Corporation) has violated any of the above provisions or have suppressed / hidden / misrepresented any facts or misled DGR about any of the above statements, \_\_\_\_\_\_ (Name of the State ESM Corporation) will be liable to face legal action(s) by DGR including criminal proceedings. \_\_\_\_\_\_ (Name of the State ESM Corporation) understand that DGR has the right to cancel our empanelment, de-sponsor and ensure cancellation of security contracts sponsored by DGR / DRZ's.

Deponent

Deponent

Deponent

## **VERIFICATION**

Verified at \_\_\_\_\_ on this \_\_\_\_\_ that the contents of the above Affidavit of mine are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Signed in the presence of:-

Witness No 1 Signature

<u>Name</u>

Address

Witness No 2 Signature

<u>Name</u>

Address

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Deponent