

**WEST BENGAL STATE FOOD PROCESSING
&
HORTICULTURE DEVELOPMENT CORPORATION LIMITED
(A GOVT. OF WEST BENGAL ENTERPRISE)
BENFISH TOWER (6th Floor)
31, G.N. Block, Sector-V
KOLKATA – 700091
E-mail- wbsfphdcl1@gmail.com**



**TENDER DOCUMENT
FOR
EXPRESSION OF INTEREST FOR ALLOTMENT OF SALES COUNTER ON
LEAVE AND LICENSE BASIS FOR COMMERCIAL UTILIZATION FOR A
TENURE OF 11 (ELEVEN) MONTHS [FROM 01.08.2024 TO 31.06.2025] AT
NALBAN FOOD PARK, SALT LAKE**

EOI No. 17/WBSFPHDCL/1770/2024-25

Date: 03.07.2024

DISCLAIMER

This bid document for selection of Agency for ALLOTMENT OF SALES COUNTER ON LEAVE AND LICENSE BASIS FOR COMMERCIAL UTILIZATION FOR A TENURE OF 11 (ELEVEN) MONTHS [FROM 01.08.2024 TO 30.06.2025] AT NALBAN FOOD PARK, SALT LAKE contains brief information on the scope of work, eligibility requirements and details of the selection process amongst others for the successful bidder.

Intimation of discrepancies in the bid document, if any, may be given, by the Bidders, to the office of WBSFP&HDCL within 48 hours from the date of publication of the BID. If WBSFP&HDCL receives no written communication, it shall be deemed that the Bidders are satisfied with the information provided in the bid document.

This bid document is not an agreement. The scope of work and other information as well as the right and obligations of the successful Bidder shall be set out in a separate agreement to be executed between WBSFP&HDCL and the successful Bidder.

WBSFP&HDCL reserves the right to accept or reject any or all Bids without giving any reasons therefor.

WBSFP&HDCL shall not entertain or be liable for any claim for costs and expenses in relation to the preparation of the documents to be submitted in terms of this bid document.

WBSFP&HDCL shall not be responsible for any late receipt of applications for any reasons whatsoever. The applications received late will not be considered.

WBSFP&HDCL may include any other item in the Scope of work at any time after consultation with applicants or otherwise.

The WBSFP&HDCL reserves the right to relax or waive any of the conditions stipulated in this document as deemed necessary in the best interest of the WBSFP&HDCL without assigning any reasons therefor.

DATE & TIME SCHEDULE

Sl. No.	PARTICULARS	DATE & TIME
1.	Date of uploading (Publishing) of EOI and other Documents(Online)	03.07.2024 at 4 p. m.
2.	Documents download start date (Online)	03.07.2024 at 4 p. m.
3.	Bid proposal submission start date (Online)	03.07.2024 at 4 p. m.
4.	Documents download end date (Online)	16.07.2024 upto 12.30 P.M.
5.	Bid proposal Submission end date (Online)	16.07.2024 upto 1.30 P.M.
6.	Date & Time of opening of technical bids (Online)	18.07.2024 at 1.30 P.M.
7.	Uploading of Technical Bid Evaluation Sheet	To be informed later
8.	The tenderer must lodge objection, if any, to the tender inviting authority within two days (48 hours) from the date of publication of list of technically qualified bidders and beyond the stipulated time schedule, no objection shall be entertained by the Tender Inviting Authority.	
9.	In case the date of opening falls on a holiday, the bids shall be opened on the following working day at the same time and it will be binding on the Bidders for acceptance.	

**NOTICE INVITING E-EXPRESSION OF INTEREST (E-EOI) FOR
ALLOTMENT OF SALES COUNTER ON LEAVE AND LICENSE BASIS FOR
COMMERCIAL UTILIZATION FOR A TENURE OF 11 (ELEVEN) MONTHS
[FROM 01.08.2024 TO 30.06.2025] AT NALBAN FOOD PARK, SALT LAKE**

EOI No. 17/WBSFPHDCL/1770/2024-25

Date: 03.07.2024

1. Introduction:

WBSFP&HDCL invites bids from Agency for ALLOTMENT OF SALES COUNTER ON LEAVE AND LICENSE BASIS FOR COMMERCIAL UTILIZATION FOR A TENURE OF 11 (ELEVEN) MONTHS [FROM 01.08.2024 TO 30.06.2025] AT NALBAN FOOD PARK, SALT LAKE. Interested Agency with sound financial condition may download the E-EOI document from WBSFP&HDCL's website/ Government e-procurement portal.

2. Scope of Work:

WBSFP & HDCL has a fully furnished and ready to use Sales Counter near Gate No. 2 at Nalban Food Park, Salt Lake. The salient features of the Sales Counter are as follows:

- A. Location: Near Gate no. 2 at Nalban Food Park, Sec – V, Salt Lake
- B. Accessibility: Frontage on Street No. 27, Sec – V, Salt Lake
- C. Area: 18.5 Sq. m. (200 Sq. ft.) Covered Area
- D. Electrical Connection: Installed Ceiling Focused Light in false ceiling and Wall fans
- E. Furniture: One working table, two chairs, one centre table and glass wall racks.

Interested applicants are hereby informed to arrange submission of their application only through electronic means, as per guidelines provided in Annexure-1.

WBSFP&HDCL is looking for resourceful Agencies for allotment of Sales Counter on leave and license basis for commercial utilization for a tenure of 11 (eleven) months at Nalban Food Park, Salt Lake, under the WBSFP&HDCL, with the following Broad Terms of Reference:

- a. Type of products to be showcased for commercial utilization:
 - i. Food products like jam, jelly, fruit juice, sauce, pickle etc.
 - ii. Any type of plants like fruit plants, indoor house plants.
 - iii. Allied horticultural inputs like vermicompost, fertilizer, pesticides, weedicides etc.
 - iv. Pots for flower or trees
 - v. Any other horticulture or food processing related items.
- b. The Agency shall bear all operation and maintenance expenses, including electricity telephone, security expenditure, fuel and repair works and shall be considered as exhaustive on execution of the Agreement for Leave and License.
- c. Quality assurance of the product must be the only priority. The product liability would be entirely on the Agency and which will be entirely at the cost of Agency. WBSFP&HDCL

has no liability in case of any discrepancy in quality or professional hazards which is liable to termination of the agreements.

3. Validity of License:

The license will be valid only for the 11 (eleven) months reckoning from 01.08.2024 until 30.06.2025 which may be renewed for a further term on mutually agreed terms and satisfactory performance in the first term.

The License is on purely temporary basis and the term license can be revoked at any point of time by the licensor by giving one month notice. The Bidder is accepting the said without any demur.

4. Pre-Qualification Criteria:

- a. Bidders should be a Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company / Limited Liability Partnership / Cooperative Society or a Society Registered in under Appropriate provisions of act/law for the time being in force. For Public Limited Companies, proof of enlistment in any Stock Exchange of India is required.
- b. Copies of original documents defining the constitution or legal status, place of registration and principal place of business, written power of attorney of the signatory of the bid are to be furnished.

5. Base Price of Offer:

An amount of Rs. 1,10,000/- (Rupees One lakh ten thousand) plus GST (as applicable) only (for the entire 11 months) is considered as the start offer rate for this bidding process.

The financial offer submitted by the applicant should be above the start offer rate of Rs. 1,10,000/- (Rupees One lakh ten thousand) plus GST (as applicable) only (for the entire 11 months). Any financial bid below the start offer price shall not be considered as the financial bid and subsequently participation of the bidder will be disqualified for this bidding process.

6. Conditional and incomplete bids will be summarily rejected.
7. Any type of canvassing by the Bidder in furtherance of a bid is strictly prohibited. Such canvassing may lead to cancellation of its bid.
8. The Tender Committee reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for bearing and/or payment of any cost that might have been incurred by any Bidder at any stage of bidding.
9. The Bidder shall bear all costs associated with the preparation and submission of the Bid and the Corporation shall not remain liable for the aforesaid.

10. The bidders should have valid license related to the product they are willing to showcase in the sales counter. A few example are stated below:

Sl. No.	Type of Products	License required
1	Food Processing Products	FSSAI registration along with Pollution & Fire license
2	Saplings	NHB accreditation
3	Fertilizer	Fertilizer License
4	Pesticide	Pesticide license

11. Instructions To Bidders:

- a. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. WBSFP&HDCL shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- b. It shall be deemed that by offering a Bid, the Bidder has:
 - i. Made a complete and careful examination of the bidding documents, proposed site, received all relevant information from WBSFP&HDCL;
 - ii. Satisfied itself about all matters, things and information hereinabove necessary and required for bidding, execution of the agreement in accordance with the bidding documents and performance of all of its obligations there under;
 - iii. Acknowledged and agreed that ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss of profits, etc. from WBSFP&HDCL;
 - iv. Agreed to be bound by the undertakings submitted by it under and in terms hereof.
- c. Any corrigendum including extension of date or change of date for submission of the E-EOI shall be published on the website and that shall be deemed to have noted by the bidders.
- d. Final selection of Agency/Handling Agent from the bid received will be done at the discretion of WBSFP&HDCL and the decision of WBSFP&HDCL shall be final and binding on all the participating parties.
- e. Details submitted by the parties shall be examined in line with criteria mentioned at Clause No. 4. All the terms and conditions shall be considered in totality and applications received without documents complying with the above conditions shall be summarily rejected.
- f. Applicants can also be asked to furnish additional information/confirmation in connection with verification of the documents submitted by them, if deemed necessary.

- g. If at any stage, it is found that the documents submitted by the applicant or their claims are false, then the offer of the bid will be rejected and/ or the agreement/contract will be terminated.
- h. The Agency has to execute an Agreement (will be provided later on) with WBSFP&HDCL to fully protect WBSFP&HDCL's overall interests.
- i. **UNDER NO CIRCUMSTANCES, SPECIFIED, IMPLIED OR INFERRED, WILL THE AGREEMENT VEST ANY RIGHT OF OWNERSHIP OR USAGE BEYOND THE SCOPE OF THIS ASSIGNMENT TO THE LAND AND/OR STRUCTURES, ROADS, TANKS, IRRIGATION SYSTEMS ETC. OF PLOTS OF SALES COUNTER AT NALBAN FOOD PARK, SALT LAKE ON THE AGENCY. ANY ATTEMPT WHATSOEVER TO CLAIM SUCH A RIGHT SHALL INVITE SEVERE PENAL ACTION BY THE STATE GOVERNMENT, ACTING THROUGH THE WBSFP&HDCL, TO THE FULLEST EXTENT OF THE LAW, INCLUDING FINES, PENALTIES, TERMINATION OF AGREEMENT, CONFISCATION OF PROPERTY AND PRODUCE AND IMMEDIATE BLACKLISTING.**
- j. Any and all Capital Expenditure and Revenue Expenditure to be made shall be borne by the successful bidder / Agency. The WBSFP&HDCL shall not bear any part of the said expenditure;
- k. Ownership of any and all existing installations and additional ones, including addition/modification of structures, equipment, fixtures, made or brought in by the Agency shall vest in WBSFP&HDCL through the period of the contract and at the end of the contract period.
- l. No bid from any bidder shall be allowed if the said bidder is engaged in any legal dispute with either the Department of Food Processing Industries and Horticulture or the Directorate of Horticulture or the WBSFP&HDCL, or any of its Field Offices.
- m. For any commercial transaction undertaken by the Agency with any third party, all legal and financial responsibility shall rest with the Agency. The WBSFP&HDCL shall bear no part of it.
- n. All industry safety standards and statutory requirements shall be complied by the Agency.
- o. The offered Sales Counter shall not be allowed to be given on sub-letting to any other person, company or organization.
- p. The offered Sales Counter cannot be mortgaged, charge or encumber any or all of its rights and interests under this Agreement to a Third Party.

12. Mandatory Documents Requirement:

A. For Technical Proposal

The technical proposal shall contain the signed and scanned copies of the following:

- a. Product list in details which are to be showcased in the sales counter.
- b. Income Tax Return for any three years within F.Y-2023-24, 2022-23, 2021-22, 2020-21, 2019-20 years with detailed computation.
- c. PAN Card
- d. Latest P. Tax Paid Challan or P. Tax Enrolment Certificate
- e. Valid 15 Digit GSTN under GST Act 2017 & Registration Certificate
- f. Latest valid Trade License
- g. Partnership Deed in case of partnership firm or limited liability partnership firm
- h. Audited final accounts for any three years within F.Y-2023-24, 2022-23, 2021-22, 2020-21, 2019-20.
- i. Declaration in the agency's letterhead as to correctness of the copies of all documents submitted including Undertaking to the effect that the agency has not been blacklisted / debarred by any State/Central Government Organization or State/Central Govt. Undertakings or Statutory Bodies or Local Bodies or Parastatals during the last three consecutive years up to the last date of submission of E-EOI.

The requisite documents are to be submitted in the respective folder of the E-Tender portal. Failure in submission of any of the above documents may render the Bidder liable to be rejected.

B. For Financial Proposal

Bill of Quantity (BOQ):- The rate should specify royalty rate for 11 (eleven) months offered by the Agency as detailed vide BOQ of this tender.

The participant will be rejected in case the BOQ/Financial Bid is uploaded in the folder for Technical Bid or is otherwise disclosed.

It must be noted that Financial proposal of a bidder shall only be opened in case the bidder qualifies in the Technical proposal.

GENERAL TERMS AND CONDITIONS

1. Registration of Bidders

Any Bidder willing to take part in the process of e- Tendering will have to be enrolled and registered with the Government e-Procurement system/ Portal, <http://www.wbtenders.gov.in>. Each Bidder is to obtain a Digital Signature Certificate for

submission of tenders from the approved Service Provider of the National Informatics Centre (NIC).

2. Collection of Bid Documents

The Bidder can search and download NIT and Tender Documents electronically from the Government e-Procurement system using the Digital Signature Certificate. This is the sole mode of collection of Tender Documents.

3. Submission of Tender

Tenders are to be submitted online on the website <http://www.wbtenders.gov.in> in two folders at a time, one in Technical Proposal and the other in Financial Proposal, before the prescribed date and time, using the Digital Signature Certificate. The documents submitted by the Bidder should be properly indexed and self-attested with seal.

4. Earnest Money & Security Deposit

i. Online Deposition of Tender fees and Earnest Money

Tender fees and Earnest Money is to be deposited in favour of the WEST BENGAL STATE FOOD PROCESSING & HORTICULTURE DEVELOPMENT CORPORATION LIMITED through ICICI Bank Payment Gateway failing which the tender will be treated as informal. The Bidders desirous of taking part in the tender have to deposit Tender fees @ Rs. 500/- (Rupees Five hundred only) and Earnest Money @ Rs. 25,000/- (Rupees Twenty five thousand only).

For deposition of Earnest Money (at the prescribed rate), the Bidders can refer to the user manual available in “Bidders Manual Kit (Point 10)”. Payment should not be made in Corporation’s Account directly. It should be deposited through options available on the tendering portal only.

ii. Refund of Earnest Money deposit & Security Deposit:

The Earnest Money of all unsuccessful Bidders will be refunded by the WBSFPHDCL within 15 days from the date of finalization of tender. **In case of successful Bidder, the Earnest Money deposit will be converted into security deposit** and will be released after the contract period. No interest on Earnest Money or Security Deposit will be paid by the Corporation.

WBSFP&HDCL shall forfeit the security deposit and hence can terminate the license agreement award of this project in case of ill maintenance and faulty operations related to the aforesaid project.

iii. Forfeiture of Earnest Money deposit:

Earnest Money deposit is liable for forfeiture in the event of:

- a. Withdrawal of offers, while offers are under consideration during the validity period
- b. Non acceptance of allotment order
- c. Any unilateral revision made by the Bidder during the valid period of the offer

- d. Failure to execute contract for the entire period or part thereof.
- iv. **Exemption** of any kind for any of the eligible bidder towards cost of EMD will be in accordance with
1. 4245-F(Y) dated 28th May'2013 issued by Finance Department, Audit Branch, Govt. of West Bengal.
 2. 6718-F(Y) dated 08.09.2015 issued by Finance Department, Audit Branch, Govt. of West Bengal.

5. Clarification of Bidding Document:

If there be any discrepancy or obscurity in the meaning of any clause of the bid document or if there be any query of the intending bidder, the bidder shall set forth in writing such discrepancies, doubt, obscurity or queries and submit the same to the Corporation marked to the 'MD, WBSFP&HDCL'. The queries may be sent by email to *wbsfphdcl@gmail.com*. The clarification given in response to the queries shall be final and binding upon the bidder.

6. Amendment of Bidding Document:

At any time, prior to the deadline for submission of bids, WBSFP&HDCL may, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing amendments. Any such amendment shall form the part of the bidding document. Such amendments and clarifications will be published on the same website.

Prospective bidders are requested to visit the mentioned websites on a regular basis to keep abreast of any news. WBSFP&HDCL will bear no responsibility or liability for bidders failing to do so.

In order to afford the prospective bidders reasonable time in which to take the amendment into account in preparing their bids, WBSFP&HDCL may extend the deadline for submission of bids. Such amendments, clarifications etc. shall be binding on the bidders and will be given due consideration by the bidders while they submit their bids and invariably enclose such documents as a part of the bid.

7. Responsive Bidders:

Prospective applicants are advised to note carefully the minimum qualification criteria before tendering the bids. Conditional / incomplete tender will not be accepted under any circumstances. Bidders fulfilling all conditions and criteria set forth and qualifying in the Technical Bid as well as making submission of Financial Bid in stipulated manner shall be considered responsive.

8. Quoting the Rates in BOQ:

- i. The intending Bidders are required to quote the rate online. No offline Tender will be entertained.
- ii. The Bidder is to quote the rate online in the space marked in the BOQ. Assessment of the successful bidder will be done on the offered rate.
- iii. The price should be firm, final and irrevocable and not subject to any change whatsoever even due to increase in cost of materials, other components, labour cost etc. and any changes or imposition of statutory levies till the completion of contract period as per order.

9. Rate Validity:

The rate shall remain effective ordinarily up to 11(eleven) months from the date of allotment of the Sales Counter which may be extended further subject to mutual consent between the Bidder and WBSFPHDCL, unless terminated prematurely at its discretion and satisfaction.

10. Evaluation of E-EOI for Qualifying in Technical Bid:

- i. All Bids will be evaluated and compared on the basis of the submitted documents. The E-EOI Inviting and Accepting Authority will determine the eligibility of each bidder through a Tender Committee. The bidders shall have to satisfy all the clauses specified in eligibility criteria, evaluation committee reserves the right to relax the evaluation criteria.
- ii. Technical proposal will be opened first by the Authorized representative of the WBSFPHDCL electronically using Digital Signature Certificate.
- iii. The Bidders may remain present at the office of WBSFPHDCL during opening of Technical Proposals, if they so desire.
- iv. Technical Proposals complete in all respect will only be accepted and qualify for next stage of evaluation.

11. Evaluation of E-EOI for Qualifying in Financial Bid:

- i. Financial proposals of only those Bidders declared technically eligible by the E-EOI Inviting Authority will be opened electronically on the web portal on the prescribed date.
- ii. The encrypted copies will be decrypted and the rates will be downloaded and read out to the Bidders remaining present at that time and to be handed over to the Tender Committee.
- iii. Pursuant to the scrutiny and decision of the Tender Committee, the summary list of eligible Bidders whose Financial Proposals will be considered will be uploaded in the web portal.
- iv. Highest quoted rate shall normally be accepted. However, the E-EOI Inviting Authority reserves the right to accepting a bid other than the highest on a specific ground to be recorded in writing.

- v. The Tender Inviting Authority does not bind itself to accept any or all bids and reserves the right to reject any or all bids without assigning any reason whatsoever.

12. Issue of Allotment Order:

Normally, the work order will be issued to the H-1 Bidder for allotment of the Sales Counter. However, the E-EOI Inviting Authority reserves the right to accepting a bid other than the lowest on a specific ground to be recorded in writing.

13. Right to Accept Any Bid and / or to Reject Any or All Bids:

The Corporation reserves the right to accept or reject any or all bids and to annual the tendering process and all bids prior to issue of allotment order, without thereby, incurring any liability to the affected Bidder or Bidders or any liability to inform the Bidder of the ground for such action.

14. Grounds for Disqualification:

- i. During scrutiny or at any stage of bidding process or even after issuance of allotment order, if it comes to the notice of the Tender Inviting Authority that the Bidder has wilfully made any misleading or false representation in the documents/statements and attachments submitted as the proof of the qualification requirements.
- ii. If the Bidder fails to comply with the scope of work within the contact period stipulated in the allotment order due to his own fault/inconvenience, then in both the cases, the Corporation shall reserve the right to forfeit the Earnest Money deposited by the Bidder and also debar him from participation in the Tender process of the Corporation for the Next 3 (Three) consecutive years.

15. Disputes:

- i. In the event of any question/dispute or difference arising between WBSFP&HDCL and the Agency on any matter covered by these Terms & Conditions or arising directly or indirectly there from or connected with these Terms & Conditions in any manner, the matter shall be sorted out between the Managing Director, WBSFP&HDCL and the operator and in the case of non-resolution of dispute the matter shall be referred to the ACS/Pr. Secretary/Secretary of the Department of Food Processing Industries and Horticulture. When at this level the dispute is not resolved, the dispute would be referred to a sole Arbitrator appointed jointly by the two parties and his award shall be final.
- ii. The High Court of Kolkata alone shall have jurisdiction to adjudicate thereon.
- iii. The place of Arbitration will be Kolkata and the language shall be English.
- iv. The award of the Arbitrator shall be binding on both the parties.

16. Negotiations:

It is clarified that normally no rate negotiation will be done and therefore the Bidders should quote their highest prices only, however, the Corporation may negotiate the rates with the H1 Bidder in exigencies, if required to do so.

17. Payment Schedule:

- i. Bill will be generated by WBSFP&HDCL and will be sent to the successful H1 bidder who will get Allotment Letter. The total offered rate will be divided into 2 (two) equal parts. The schedule of payment will be as follows:

Part Name	Time Schedule of Payment
1 st Part	01.08.2024 to 07.08.2024
2 nd Part	01.02.2025 to 07.02.2025

- ii. In case of delayed payment, a levy of 2 % of the bill value per month shall be booked as interest. However, this facility shall not be available for more than two months.

Sd/-
MANAGING DIRECTOR
WBSFP&HDCL

Annexure -I
Application for Participation in Technical Bid

To,
The Managing Director
WBSFP&HDCL
Benfish Tower (6th floor)
31, G.N, Salt Lake, Sec V
Kolkata- 700091

Sub: Allotment of Sales Counter on Leave and License Basis for Commercial Utilization for A Tenure of 11 (Eleven) Months [from 01.08.2024 to 30.06.2025] at Nalban Food Park, Salt Lake

Ref. No. /WBSFPHDCL/1770/2024-25 Dated: 03.07.2024

Sir,

Having examined the terms & conditions of the above E-EOI, I do hereby submit the following information and relevant documents for furtherance of my proposal for participation in the tender

Eligibility Particulars

Sl. No.	Particulars	Details thereof
1	Name of the Bidder	
2	a) Full Office address	
	b) E-Mail I.D.	
	c) Mobile No.	
3	Name of the contact person with Mobile Number	
4	Products to be showcased in the Sales Counter	1. 2. 3. 4. 5. 6. 7.

5	Documents to be submitted by the Bidder	Whether submitted (Yes / No)
	a. E-EOI documents including corrigendum, if any	
	b. E.M.D.	
	c. GST Registration Certificate	
	d. PAN Card	
	e. Latest Valid Trade License/ Certificate of Enlistment	

	f. Income Tax Return for any three years within F.Y-2023-24, 2022-23, 2021-22, 2020-21, 2019-20 years with detailed computation	
	h. Latest P. Tax Paid Challan & P. Tax Enrolment Certificate	
	i. Audited final accounts for any three years within F.Y-2023-24, 2022-23, 2021-22, 2020-21, 2019-20	
	j. Partnership Deed in case of partnership firm	
6	Any other points considered to furnish	

Date:

Signature of the Applicant

Place:

UNDERTAKING

(In Agency Letterhead)

- i. I undertake that all of the above information and documents furnished against the prescribed columns are true to the best of my knowledge and belief.
- ii. I have also gone through all the terms & conditions meticulously and I undertake to comply with same sacrosanctly.

- iii. The Earnest Money and all other documents required for qualifying the technical bid have been submitted online.
- iv. The rate quoted by me will be valid and binding upon me for the entire period as stipulated in the E-EOI.
- v. If I fail to comply with the Terms & Condition of this E-EOI due to my own fault/ inconvenience, the Corporation shall reserve the right to forfeit the Earnest Money deposited by me in this regard and also debar me from participation in the Tender process of the Corporation for the following 3(three) consecutive years.
- vi. I undertake that I have not been debarred/ delisted by any State/Central Government Organization or State/Central Govt. Undertakings or Statutory Bodies or Local Bodies or Parastatals during the last three consecutive years up to the last date of submission of E-EOI.
- vii. The conditions enumerated in the BID document shall be substituted in the Leave and License agreement as per requirement, however, if any dispute would arise in future as regards to the fact as to whether the terms of the BID document or the terms and conditions of the Leave and License agreement would prevail, the concerned parties shall lay emphasis upon the terms of the said agreement and novation or amendment in the said Leave and License agreement as per need and convenience of the concerned parties may be introduced.

Date:

Signature of the Applicant

Place: