

**Tender on CPP portal
For
Leasing of Space on Rental Basis for Restaurant
For
Multimedia Laser Show with Water Screen & Musical Fountain
At
Sanjeeviah Park (Hussain Sagar Lake) Hyderabad, Telangana**

Ref No: Proj.-SITC013/23/2024-QB/Part B

Dated:09th January 2025



Issued by

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(A Government of India Enterprise)

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Tender Information Summary (TIS)

Basic Tender Details			
Tender Title/ Name of the project	“Leasing of Space on Rental Basis for Restaurant” <p style="text-align: center;">At</p> Sanjeeviah Park (Hussain Sagar Lake), Telangana, Hyderabad.		
Tender Reference Number	Ref No: Proj.-SITC013/23/2024-QB/Part -B Date: 3 rd January 2025		
Tender Type	Open Tender	Tender Category	Services
No. of Covers	Two Covers		
Selection Method	On H-1 basis		
Form of BOQ/ Contract	Lump Sum		
Organization	BECIL	The Procuring Entity	BECIL
Authority on whose behalf TENDER is invited	BECIL		
Tender Inviting Authority (TIA)	BECIL	Address	Broadcast Engineering Consultants India Ltd. C – 56, A/17, Sector – 62, Noida – 201307 Tele phone – 0120-4177850
Critical Dates			
Published Date	09 th January 2025	Bid Validity (Days from the date of Bid opening)	180 Days
Tender Download Start Date	09 th January 2025	Tender Download End Date & Time	30 th January 2025
Site Visit Date	14 th January 2025- 15 th January 2025		
Pre-bid meeting Date & Time	20 th January 2025 at 4:00 PM		
Last date for submission of Pre-bid queries through email or on the portal	19 th January 2025		
Bid Submission Start Date & Time	24 th January 2025 from 10:00 AM	Bid Submission Closing Date & Time	30 th January 2025 upto 12:30PM
Bid Opening (Technical) Date & Time			31.01.2025 at 13:30 PM
Period of Contract	02 Years (extendable up to 1 more year)		
Obtaining the Tender Document and clarifications			
e-Procurement and Procuring Entity's Portal and helpdesk	For any technical related queries please call 24 x7 helpdesk number 0120- 4001 002,0120-4001005,0120- 4493395 Email support : Technical : support-eproc@nic.in Policy related : cppp-doe@nic.in		
Tender Processing Fee (INR in the form of DD)	Rs. 15000 +GST(Non-Refundable)		
EMD Amount (INR in the form of DD)	Rs 1,00,000/-	Is Bid Securing declaration permitted in lieu of Bid Security	Yes, Mandatory for MSE

	As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries are exempted from submission of EMD on the basis of submission of valid certificates.		
Performance Bank Guarantee/Security Deposit	Security deposit equivalent to six months rental	Security deposit equivalent to six months rental to be paid in the form of DD or online payment to the BECIL account mentioned above within 15 days of issuance of the work order.	Performance Bank Guarantee (PBG) in favor of : Chairman & Managing Director (CMD), Broadcast Engineering Consultants India Limited (BECIL), Registered & Corporate Office: C-56, A/17, Sector-62, Noida-201301,U.P. Ph.: 0120-4177850.

Sd/-
Dy. General Manager

1. Introduction

1.1 Broadcast Engineering Consultants India Limited (BECIL) an ISO 9001:2015, ISO 27001:2013, ISO/IEC 20000-1:2018 and CMMI-3 Certified Mini Ratna Central Public Sector Enterprise (A Government of India Undertaking), was established on 24th March, 1995 for providing consultancy services of international standards for broadcasting in transmission and production technology including turnkey solutions in the specialized fields of Terrestrial & Satellite Broadcasting, Cable, Media and various Information Technology (IT) related fields, including security, surveillance, acoustics & audio-video systems and smart cities.

1.2 BECIL is the professional platform which caters to all aspects of projects related to TV, Radio, Communication, IT, Security, Security and Media from concept to completion and from regulation to realization.

1.3 BECIL Corporate Office, Noida invites online responses from bidders through CPP portal with the objectivity to select the appropriately qualified and adequately experienced service provider(s), who will enter into a contract with BECIL for:

Leasing of Space on Rental basis for Restaurant at Sanjeeviah Park (Hussain Sagar Lake), Telangana, Hyderabad.

2. Tender Notice

2.1 The bidders are advised to submit their credentials duly signed by an authorized signatory over CPP Portal. The bid should be submitted prior to the scheduled time for bid submission.

2.2 BECIL reserves the right to proceed with the single bid, in case of poor response for the Tender. In case, two or more bid responses are received from the same bidder, all the bids will be rejected. Each bidder is allowed to submit a single bid only.

2.3 In case, the bidder has any doubts regarding the content or meaning of any part of the tender document, Bidders can raise their queries through CPP portal and also they may seek clarification by sending an email to preeti.chaudhary@becil.com / bipin.pandey@becil.com before the due date set for asking the pre-bid queries mentioned in the Tender Information Summary (TIS). All the replies to the pre-bid queries will be published in the CPP portal well on or before one week of time due for bid submission. Please note that only written responses provided through this official email will be considered valid. BECIL will not be bound by any oral or written statements, presentations, or explanations made by any other employee that are not officially communicated via this channel.

2.4 BECIL will publish all the Pre-bid responses/Corrigendum/Addendum only on CPP portal, if any.

2.5 The Management of BECIL reserves the right to amend or withdraw any of the terms and conditions mentioned in the Tender Document or reject any or all the bids without giving any notice or assigning any reason. The decision of the Chairman and Managing Director, Broadcast Engineering Consultants India Limited in this regard shall be final and binding on all.

3. Submission of Tender:

3.1 Bid, complete in all respects, must be submitted on or before the due date. BECIL may, at its own discretion, extend the date for submission of bid.

3.2 Two sets of bids, i.e. Technical and Commercial Bids for Leasing of Space on Rental basis for Restaurant are to be submitted.

3.4 Other relevant conditions and submissions like EMD/ PBG/Security Deposit etc. are to be submitted as required in tender.

3.5 At any time prior to the last date for receipt of bid, BECIL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder (with valid reason), modify the Bid Document by an amendment. The amendment will be notified only on CPP Portal and should be taken into consideration by the prospective bidders while preparing their bid document.

3.6 In order to give prospective bidders reasonable time to take the amendment into account in preparing their bid, BECIL may at its discretion, extend the last date for the submission of bid.

3.7 The bid response should be signed by an authorized signatory. The firm should enclose power of attorney in the name of authorized signatory.

4. Consortium & Outsourcing

4.1 Consortium /Joint ventures are not allowed.

4.2 Outsourcing of the project to any other Agency/its empaneled agency is not allowed. In case of violation of this condition, the contract will be terminated, PBG will be forfeited, and necessary legal actions will be initiated, as deemed fit, against the defaulting Service provider.

5. Bid Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the Tender process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/ presentations, preparation of bid/proposal, in providing any additional information required by BECIL to facilitate the evaluation process, and all such activities related to the bid process. This bid does not commit BECIL to award a contract or to engage in negotiations with prospective bidders. Further, no reimbursable cost may be incurred in anticipation of award of the contract for implementation of the project.

6. Disclaimer

6.1 The information contained in this tender document is being provided to interested bidders for their participation as per the terms and conditions set out in this tender document.

6.2 This tender includes statements, which reflect various assumptions and assessments arrived at by BECIL in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require.

6.3 BECIL may, at its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender. The issue of this tender does not imply that the BECIL is bound to select or appoint a bidder for the project and the BECIL reserves the right to reject all or any of the bidder or bids without assigning any reason whatsoever.

6.4 The bidders shall bear all costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BECIL, or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the bidder and BECIL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation for submission of the bid, regardless of the conduct or outcome of the bidding process.

7. Site visit is mandatory

Keeping in view that facility created is distinguished and the actual execution to be done by the bidder (post award of the work order) can be well understood mainly by physically seeing the site, the bidder must visit the site, on scheduled date & time at its own cost, to observe the conditions of the place where contract need to be executed. This contract will be carried out on "as is where is basis". A site visit certificate shall be issued by official deputed at site on scheduled date & time. The site visit certificate must be submitted along with the bid otherwise the bid shall stand rejected. No extra claim on consequences of ignorance on ground of insufficient descriptions will not be allowed at the later date. The bid of the bidders who have submitted the site visit certificate will only be considered for evaluations.

- Contact Person on site: Ms. Swarna
- Mobile No.: +91-9718256939
- Date & Time: 14th January 2025 ,10 :00 AM to 6 PM
15th January 2025,9:00 AM to 5 P.M.
- Location: Sanjeeviah Park (Hussain Sagar Lake), Hyderabad, Telangana.
- Intended bidder can send their queries via email to preeti.chaudhary@becil.com/
bipin.pandey@becil.com on or before 13th January 2025

Note: Site visit is mandatory to see the location and probabilities for the assessments/ estimations of the expected footfall/ revenues in light of the information given (about the show capacity & frequency etc.) in the "BACKGROUND."

8. Glossary of Terms

S.no.	Term	Meaning
1	Bidder/Seller/ Service provider	The bidder must have its firm registered as a Company in India under Companies Act, 2013 (erstwhile companies Act, 1956) or Limited Liability Partnership (LLP)/firm.
2	Confidential Information	Any information disclosed to or by any party to this contract and includes any information in relation to the parties, a third party or any information including any such information that may come to the knowledge of the parties hereto by virtue of this contract that: or is by its nature confidential or by the circumstances in which it is disclosed confidential; or is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this contract.
3	Contract	The Bid and all Annexures thereto, the Contract entered between the selected bidder with the Purchaser/ BECIL as recorded in the Contract form signed by the Purchaser and the Bidder including all Annexures thereto and the agreed terms as set out in the Tender, all documents incorporated by reference therein and amendments and modifications to the above from time to time.
4	Contract Value	The price payable to the Bidder under this Contract for the full and proper performance of its contractual obligations.
5	Client / End Customer /User	BECIL
6	Effective Date	The date on which the Contract comes into force.
7	Non- compliance	Failure/refusal to comply to the terms and conditions of the proposal/Contract
8	Parties	The Purchaser, the Bidder, and "Party" means either of the Parties.
9	Proposal	Response or offer submitted by Bidder for this e-Tender
10	Purchaser	Broadcast Engineering Consultants India Ltd (BECIL)
11	Work Execution Place	Multimedia laser show with water screen and musical fountain at Sanjeeviah park, Hyderabad
12	Services	Services to be provided as per the requirement mentioned in the scope of work and instructions thereof issued from time to time by BECIL

13	Service Provider	Project Implementing Agencies/Vendor/Sub-Bidders who is responsible to execute the project for Leasing of Space on Rental basis for Restaurant
14	Project Site/Service required at	Sanjeeviah Park, Hussain Sagar Lake, Hyderabad

SECTION I: TECHNICAL

1. Background

BECIL is willing to lease out space on rental basis for restaurant at designated location in Sanjeeviah Park, Hussain Sagar Lake, Telangana. The designated space for restaurant encompasses an enclosed area measuring approx. 80x 40 feet, additionally, it includes an open area of 118 x 8 feet, offering a spacious seating capacity of approx. 350 visitors, perfect for outdoor seating or special events. The iconic grand multimedia laser show with water screen and musical fountain will be running in the same premises in night time, with a seating capacity of approximately 800-1000 visitors per day. The show will run 6 days a week with 02 shows every day.

1.1 Restaurant Area Details:

BECIL invites online bids in the prescribed form under the **two bid system** for the Leasing of Space on Rental basis for the Restaurant which is a part of Multimedia Laser Show with water screen & musical fountain at Sanjeeviah Park, Hussain Sagar Lake, Telangana for a period of two years.

A) General Information	
Location	Leasing of Space on Rental basis for Restaurant
Total Land Area	Enclosed Restaurant Banquet area (80x 40 feet) = 3200 sq.ft Open Restaurant Banquet area 118 x 8 feet) = 944 sq.ft
Land details	Encumbrance free government land
B) Scope/Services under this Project	
Primary Services to be rendered	The successful bidder is to undertake operation and facilitation of services on a space leased on rental basis for restaurant, at the designated location in Sanjeeviah Park, Hussain Sagar Lake, Telangana. The designated space for restaurant encompasses an enclosed area measuring approx. 80x 40 feet, additionally, it includes an open area of 118 x 8 feet, offering a spacious seating capacity of approx.350 visitors, perfect for outdoor seating or special events. The iconic grand multimedia laser show with water screen and musical fountain will be running in the same premises in night time, with a seating capacity of approx. 2000 persons per day. Only the designated space will be provided to the selected bidder, and all other requirements essential for running of this facility/ providing of the said services, like manpower and any other equipment/ items, are to be provisioned by the successful bidder.
Mandatory Obligations of bidder	<ul style="list-style-type: none"> • Install, Maintain and manage -CCTV, Security, Medical and First Aid Facilities, cleanliness & hygiene requirements, Fire safety measures and other mandatory/ statutory facilities required for operation/running of restaurant facility. • License, food safety & other clearances from

	Regulatory/Municipal/State Government authorities that are essentially required to run the restaurant.
Clearances	The successful bidder shall obtain all applicable permits/approvals/clearances from the concerned authorities required for the project.
Adherence to Applicable Laws/ Rules	The Successful bidder will adhere to and fulfill all Government rules/law while executing the work / services under the scope of this Tender
Safety	It is sole responsibility of the successful bidder to take all the necessary steps, permissions and precautions as applicable for ensuring complete safety of life/ material at site. BECIL will not be responsible for any accident/ fire/ stampede, loss of Human life, damage to equipment/ material etc.

2. Scope of Work

Scope and responsibilities of the bidders includes the following:

- 2.1 The successful bidder is to undertake operation and facilitation of services on a space leased on rental basis for restaurant, at the designated location in Sanjeeviah Park, Hussain Sagar Lake, Telangana. Only this designated space will be provided to the selected bidder, and all other requirements essential for running of this facility/ providing of the said services, like manpower and any other equipment/ items, are to be provisioned by the successful bidder.
- 2.2 The successful bidder/Bidders shall have to meet all the food quality norms as per the FSSAI & all the norms/regulations mandatory for running of restaurant facility.
- 2.3 The Restaurant shall be kept open for the days and prescribed hours in commensuration with the laws of the local authority /Central/State Government notified/Gazetted Holidays.
- 2.4 The timings, menu and cost of all items would be displayed at appropriate location. The packaged items should contain the MRP and Date of packing and Expiry. The packaged, canned, processed or any item/ items shall comply with the FSSAI norms and other food and regulatory compliances.
- 2.5 The Bidders name and address should be placed conspicuously for public by lessee. Board/hoarding/advertisement in any way is NOT permitted, except with the prior written permission/ approval of BECIL.
- 2.6 All repairs works maintenance of the Restaurant should be promptly done by the successful bidder.
- 2.7 The maintenance of the premises including installation of the prefabricated structure (if required) in the said premises, which will be licensed, shall be done by the successful bidder at his/her own cost to the satisfaction of client.
- 2.8 Any alteration/addition, if required to be undertaken in the premises, shall only be undertaken by the bidder with prior written approval from BECIL and that will become property of client on termination/expiry of the license period. The Bidders shall not in any manner damage the wall, floor or other structure of the building, nor shall it cause any kind of hindrance or obstruction in the use thereof by BECIL/END CLIENT in any manner whatsoever.
- 2.9 The licensed premises and areas covered in the tender document shall not be used for any illicit or unlawful purposes or for any other activity except running a restaurant.
- 2.10 The successful bidder will make his own arrangement for drinking water and electricity for the area (a sub-metering regarding electricity for restaurant area can be worked out on payment basis, if requested by Service Provider). The payment of electricity charges or any other charges of the Government, Local Self Government, or any other charges shall be made by the successful bidder at his own cost.
- 2.11 The Successful bidder shall have to appoint his own staff for security at his own cost and risk and shall have to provide all security measure required for running the services.
- 2.12 The successful bidder/Bidders shall appoint qualified staff having sufficient experience to run & manage the restaurant at their own cost.
- 2.13 The successful bidder shall obtain all necessary licenses and permissions as may be necessary/ required for running/ operating the said services, from the various authorities, competent to issue such licenses and permissions at his own cost.
- 2.14 The successful bidder should keep the furniture, fixtures and other equipment (i.e vessels, utensils, cutlery, crockery, electrical gadgets, table linen, etc.) of good quality and maintain the same in good condition.
- 2.15 The successful bidder will have to obtain insurance for the premises at his own cost with any Nationalized Insurance Company for a sum not less than the yearly license rent and shall keep it so insured against damage by fire, lightning or any other cause till the expiry of the license

period. The decision of the client shall be binding on all the parties regarding share of the Insurance claim, if any. A separate insurance for public liability shall also be obtained by the successful bidder.

- 2.16 The successful bidder shall obtain all necessary licenses, legal permissions and follow all the laws required for the operation of the Restaurant. The successful bidder shall be responsible for all the statutory compliances. In case of any violation, the license granted shall be cancelled along with forfeiture of license fee and security deposit. The violator shall also be liable for civil/criminal actions as per relevant provisions of the law.
- 2.17 BECIL shall facilitate the provision of only renting the premises for operating/maintaining the Restaurant service.
- 2.18 It shall be the sole responsibilities of the bidder to remit any local taxes/to obtain permission/trade license:
 - (i) From the local/ state/ central authorities, as applicable
 - (ii) Authorities from FSSAI Authority/department
 - (iii) Any other authority, as required/ as applicable.
- 2.19 It shall be the sole responsibilities of the bidder to:
 - (i) Follow the SAFETY AND STANDARD ACT 2006, as F B O, and any/all other acts/guidelines relevant in this regard.
 - (ii) Dispose wastage/garbage, correctly as prescribed by the local department, etc.
- 2.20 The bidder is to abide by the rules and regulation of the local/ state/ central Govt. departments, as applicable.
- 2.21 Quality of the food stuff should be authenticated by the Food inspector; Electricity/water charges will be borne by the lessee.
- 2.22 The Successful bidder shall keep the premises including the surroundings clean and tidy to the satisfaction of the Tourism Department and shall not store or allow accumulating any refuse except those, which are absolutely necessary. All refuse shall be frequently removed and disposed off suitably at some place approved by the Tourism Department.
- 2.23 The successful bidder shall duly at all-times follow the provisions of the Child Labour (Prohibition and Regulation) Act, 1986 and other element made in this regard.
- 2.24 BECIL will NOT be responsible for any damages, losses, claims, financial or injury/accident to any person deployed by service providing agency in the course of their performing the functions / duties, or for payment towards any compensation.
- 2.25 The bidder will be responsible for ensuring complete safety of life/ material / equipment at site. All necessary permissions and approvals as applicable/ necessary in this regard are to be obtained, and necessary steps/ precautions/ measures implemented by the bidder.
- 2.26 In case of any default in meeting the obligations as per this Tender, or the associated work order/ contract, the PBG submitted by the bidder be forfeited/ encashed, and further necessary action will be taken against the bidder
- 2.27 Bidder will be responsible for timely payment to the deployed manpower under his role, as required for running of restaurant and statutory authorities and compliance of all statutory provisions relating to minimum wages/ deposit of EPF/ESI/ Bonus/ Gratuity/ Maternity Leave, depositing all taxes, levies, cess, etc. from time to time as per extent rules and regulations on the matter.
- 2.28 The successful bidder is not permitted to assign or in any way transfer the right under this license to any other person or agency.
- 2.29 Prohibited activities. Any product/Service, sale of which is unlawful/ illegal or deemed unlawful under any Act.
 - i. Any product, storage and sale of which may lead to or be considered as a fire hazard; such

- as fire crackers, industrial explosives, chemicals, etc.
- ii. Sale of liquor, tobacco and tobacco products
- iii. Defacement of the building structure or façade or boundary.
- iv. Use of loud speakers
- v. Use of musical instruments and band etc. without requisite permissions/approvals from concerned/Competent Authority

2.30 Contract period & Payment Terms:

- i. The contract period shall be initially for two years term from commencement date and thereafter another term of one (01) year extendable or with provision of ROFR clause in future tenders subject to past performance.
- ii. An annual increment of 5% shall be applicable over the Lease Rent paid for the immediately preceding year
- iii. Security deposits equivalent to the sum of 6 months rental is to be deposited within 15 days of the issuance of the work order.
- iv. Monthly rental is to be deposited in advance by the 5th of the running month without fail. In case of delay in depositing the rent beyond 7th of the running month 18% per annum compound interest on the said amount will be applicable and more than two such defaults may lead to the termination of the lease and forfeiture of security deposit.
- v. Payments can be made online to BECIL's account as approved by the Bidders but no cash transactions are acceptable.
- vi. After completion of contract period, Bidders shall not reserve any right to the allotted space.
- vii. The successful bidder shall not be allowed to undertake any permanent construction in premises unless same is approved by the Competent Authority based on the need.
- viii. The successful bidder can undertake temporary fit-outs appropriate to its business strategy on its own cost and with approval of authorized representative designated by the authority/BECIL.
- ix. On expiry of contract period or on termination, the successful bidder shall hand over the vacant possession of space peacefully, free from any encumbrances, to the client. The successful bidder shall be free to remove any materials may have kept in the allotted space, however, any fit-outs and semi-permanent structures installed by Bidders in the allotted space will vest with the client or obtain approval from BECIL/Authority for removal of semi-permanent structures.
- x. The Bidders can take No Objection Certificate (NoC) before releasing Security Amount, on completion of the contract period.

2.31 The Successful bidder shall obtain all due permits, necessary approvals, licenses, clearances and sanctions from the competent authorities for all activities before commencement of operation.

2.32 The Successful bidder cannot terminate or Exit from the Agreement for one (1) year (i.e., twelve month) from the date signing of the agreement. In case of breach of this commitment by the Successful bidder, complete advance lease amount, performance guarantee, and security deposit paid by the Successful bidder shall be forfeited. Post completion of one year of contract term from the date of signing of the contract agreement, the Successful bidder may terminate or exit the contract agreement by giving advance 90 days' notice during the contract period, subject to fulfilling all conditions of Contract agreement. In such case the interest free balance lease amount (for the remaining months of the contract year post completion of 90 day notice period)

and interest free performance guarantee will be refundable after deduction of applicable dues/ areas/ damages etc., subject to agreement conditions.

- 2.33 The Successful bidder is expected to fully operationalize services of the Restaurant within 15 days of the award of contract.
- 2.34 If the Successful bidder after signing the contract fails to perform any contractual obligation, depending upon the gravity of violation/omission, the Bidders are liable to be blacklisted for a period up to 3 years, without prejudice to any other remedy under existing law.
- 2.35 BECIL without prejudice to any other remedy for breach of Contract, by written notice of default sent to the successful bidder, may terminate the Agreement in the following circumstances:
If the successful bidder fails to fully operationalize the Restaurant within the time period specified in the contract Agreement, or within any extension thereof granted by BECIL; If the successful bidder fails to deliver any or all services contracted to be delivered under the contract Agreement; or If the successful bidder, in the judgment of BECIL has engaged in corrupt or fraudulent practice in competing for or in executing Contract.
- 2.36 The successful bidder shall occupy and use the premises for the purpose of running the Restaurant so as to provide amenities and facilities to the visitors.
- 2.37 Any signage/advertisement/branding shall be decided and displayed only by client. The successful bidder shall not display any signage/advertisement/branding other than that decided by BECIL. Such signage/advertisement/branding shall not be used by the successful bidder for any other purpose.
- 2.38 The successful bidder shall abide by all rules and regulations, by-laws and guidelines that BECIL/END CLIENT, from time, make or adopt or amend for the care, protection and administration and the general welfare and comfort of its visitors and employees.
- 2.39 The successful bidder and its employees and agents shall be bound to comply with any instructions issued by BECIL/END CLIENT from time to time.
- 2.40 The successful bidder will, during the continuance of this agreement, insure against any claim for workmen's compensation or otherwise of all persons employed by him in connection with his business.
- 2.41 The overall control and superintendence of the said premises shall remain vested with end client, whose officers and agents shall at all times have the absolute right of entry into the said premises and be entitled to inspect the Restaurant premises for its bonafide use, its state of repairs and compliance with the terms and conditions of the contract Agreement, without disruption of the normal functioning of the Restaurant.
- 2.42 The successful bidder shall deposit duplicate keys of the premises with BECIL/END CLIENT whenever it is so demanded and permit BECIL/END CLIENT to make use of the keys during any emergency. The successful bidder shall not move or replace the lock on any door or change the locking device on any door of the premises, without prior intimation/approval.
- 2.43 The successful bidder shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the concerned officer of BECIL/END CLIENT
- 2.44 No addition/alteration at the Premises be undertaken without the prior approval of BECIL/END CLIENT.
- 2.45 Layout and design of any proposed addition/alteration shall require written approval of BECIL/END CLIENT.
- 2.46 If the designated Premises are not maintained in clean condition by the successful bidder, BECIL/END CLIENT shall have powers to get the premises cleaned at the risk and cost of the successful bidder and recover damages at the rate of Rs. 1000/- per day for each default up to 7

days and thereafter Rs. 2000/- per day and can take other actions including termination of the license.

2.47 In the event of any damages being caused to the Premises, intentionally or otherwise, by the successful bidder, or his/her/its employees or invitees or customers, BECIL/END CLIENT shall be entitled to repair the damage or make the requisite replacement and call upon the successful bidder to reimburse the cost thereof, which the successful bidder undertakes to pay forthwith on demand.

2.48 The successful bidder shall buy a standard fire and special peril policy in order to provide coverage against fire and other hazardous incidents and the cost incurred for the premium payment shall be solely borne by the Service provider.

2.49 The Space of restaurant is given for Restaurant and no other activity can be done at the designated space by the successful bidder.

3. Other Important Information Related to Proposal Submission

S.no.	Subject	Date, Time and Details
1.	Bid Securing Declaration permitted in lieu of Bid Security.	<p>Only MSE's are exempted from paying EMD. (As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries are exempted from submission of EMD on the basis of submission of valid certificates.) However, It is mandatory for MSEs to submit the Bid Securing Declaration in lieu of Bid Security.</p> <p>Note: Updated and valid MSME/UDHYAM/NSIC certificate to be uploaded in CPP for getting the EMD exemption.</p> <p>(As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the Firm/Company is registered with concerned Ministries/ Departments are exempted from submission of Bid Security)</p> <p>Bank details for paying EMD for those who are not getting EMD Exemption is as follows:</p> <p>Beneficiary Name: BROADCAST ENGINEERING CONSULTANT INDIA LTD</p> <p>Bank Name: HDFC Bank</p> <p>Branch Name: Sector-18, Noida-201301</p> <p>Account Number: 50200076192513</p> <p>Type of Account: CURRENT ACCOUNT</p> <p>IFSC Code: HDFC0000088</p> <p>EMD can be submitted online/offline (should be received by BECIL on or before the due date)</p>
2.	Security Deposit	Security deposit equivalent to six months rental to be paid in the form of DD or online payment to the BECIL account mentioned above within 15 days of issuance of the work order.

3.	Tender Validity Period	180 days from the date of Tender upload on GeM Portal
4.	Contract Period	Total Contract Duration / Period shall be of 2 years extendable upto 1 more year from date of Signing of Contract (to be signed post award of work under this tender) whichever is later. Contract Period may be extended through mutual consent of BECIL and Selected Service Provider(s) as per project requirements. The decision to extend or curtail the contract period rests solely with BECIL.

4. Pre-Qualification Criteria

Basic Requirements	Specific Qualification Criteria	Documents to be submitted
Legal Entity	1. Bidder should be a company registered in India under the Indian Companies Act, 2013 (erstwhile companies Act, 1956) or Limited Liability Partnership (LLP)/firm. 2. Registered with Goods and Services Tax Network (GSTN) and PAN.	1. Copy of Certificate of Incorporation/Registration/ Memorandum & Articles of Association. 2. Valid GSTIN and copy of GST Registration Certificate. Copy of PAN.
EMD	Rs. 1,00,000/- (Rupees One Lakh Only in the form of Demand Draft) Refundable and no interest will be payable	Only MSE's are exempted from Paying EMD. (As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries are exempted from submission of EMD on the basis of submission of valid certificates. Note: Updated and valid MSME/UDHYAM/NSIC certificate to be uploaded in CPP for getting the EMD exemption.

Certifications	<ul style="list-style-type: none"> The bidder should hold relevant certifications recognized in the industry for quality Monitoring and food department certificate authorizing to run cafeteria/canteen. 	ISO 9001:2015 or FSSAI or State Govt. Department authorizing to run Cafeteria/ Canteen (if any mandatory as per prevailing act & rules).
Bidder Experience	<ul style="list-style-type: none"> The bidder should be in similar business for a minimum period of THREE years as on TENDER Publishing Date. Experience of having successfully completed similar work during last 3 years ending the last day of the month previous to the one in which applications are invited should be either of the following: One similar works each costing not less than <u>Rs 21 Lakhs (as per CPP guidelines)</u> (Including Taxes) OR Two similar works each costing not less than <u>Rs 12.5 Lakhs (as per CPP guidelines)</u> (Including Taxes) OR Three similar works each costing not less than <u>Rs 10 Lakhs (as per CPP guidelines)</u> (Including Taxes) Similar kind of work means having experience of running restaurant/hotel in prominent locations in major cities of the country. 	Documentary evidence for work and contract value, along with client contact details, in the form of completion certificate from the client.
Turnover	Average Annual turnover of the bidder must be Min Rs. 1 Crore during the last three financial years (FY2021-22, FY2022- 23, FY2023-24) and with Positive Net worth for each of the Year.	Copies of Statutory auditor's certificate & copies of audited balance sheets and profit and loss accounts for last 03 financial years (FY-2021-22, FY-2022- 23, FY-2023-24) duly certified the Chartered Accountants of India. The CA Certificate, UDIN No. not on or before issue of Tender date. Certificate should be as per the Format Attached at Annexure XII.

Blacklist Declaration	The Bidder should not be blacklisted/ debarred/ banned/ restricted by any Union Govt./State Govt./ PSU or any Govt. entity as on date of submission of the Bid.	A Notarized Affidavit on Rs. 100/- stamp paper signed by the Authorized Signatory of the Bidder.
Power of Attorney for Authorized Signatory	Power of Attorney to be on non-judicial stamp paper Rs. 100 as per Indian Stamp Act	Board resolution /Power of attorney.

Note:

- a. The bidder shall not have any criminal proceeding pending/or in progress in any court of Law/Forum or Tribunal.
- b. In case any of the documents furnished or undertaking given by the Bidders turns out to be false or fabricated, the bid document shall be rejected and shall remain confiscated by BECIL. Suitable action as per the rules/laws of company and law of the country shall be involved against the Bidder.

5. Special Terms and Conditions

- i. BECIL reserves the right to inspect and monitor/assess the progress / performance of the Bidders at any time during the Contract.
- ii. Change Orders/Alteration/Variation: The Bidder should agree that the requirements and Service requirements given in the Tender documents are indicated minimum requirements and are in no way exhaustive and guaranteed by the Purchaser.
- iii. BECIL has the right to waive off any minor infirmity or non-conformity or irregularity in the proposal which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- iv. If the rate quoted by a Bidder is found to be either abnormally high or low with in the permissible ceiling limits prescribed but under collusion or due to unethical practices adopted at the time of tendering process, such tenders shall be rejected by tender evaluation committee.
- v. BECIL reserves the right to accept or reject any or all bids or to re-tender at BECIL's sole discretion at any stage of the bidding process without assigning any reasons to anybody whatsoever.

6. Bid Evaluation

6.1 On the basis of documents submitted as per the pre-qualification criteria, only those bidders will be considered "qualified" whose documents will be found satisfactory as per the laid down criteria's after the evaluation. The financial bids of the qualified bidders will only be opened.

6.2 The finalization of the bidders will be conducted after opening the financial bid of the qualified bidders. In this process in the CPP portal, the successful bidder will be determined based on the highest offered rates ranked as H-1, and will be recommended for the award of the contract. BECIL reserves the right to negotiate the rates offered by H1 bidder. Further, in case the rates offered by H-1 bidder are found to be inadequate, BECIL reserves the right to cancel the tender and issue afresh tender in this regard.

6.3 All the scanned copies of certificates/documents attached with the Bid should be stamped and signed by an authorized person of the Bidder otherwise the bid response may be liable to be treated as invalid.

6.4 Bidder shall produce original certificates/documents during scrutiny stage, if asked by the Tender inviting authority.

6.5 In case Bidder has submitted any fraud information, samples, etc. regarding qualification criteria; then EMD of such Bidder shall be forfeited & necessary legal actions shall be initiated against such Bidder, and /or blacklisting of the vendor/service provider

7. FINANCIAL BID

Bidders are advised to quote the lump sum amount of the monthly rental in the table at Annexure IX for the required services. The successful bidder will be determined based on the highest offered rates ranked as H-1, and will be recommended for the award of the contract.

8. Payments

8.1 Bidders should quote lumpsum amount of the monthly rental for these services. Bidders have to give security deposit equivalent to 6 months of monthly rental.

8.2 Security deposits equivalent to the sum of 6 months rental is to be deposited within 15 days of the issuance of the work order.

8.3 Monthly rental is to be deposited in advance by the 5th of the running month without fail. In case of delay in depositing the rent beyond 7th of the running month 18% per annum compound interest on the said amount will be applicable and more than two such defaults may lead to the termination of the lease and forfeiture of security deposit.

9. Invoicing

The Tax Invoice shall be raised in the name of BECIL, Noida.

10. Period of Services

10.1 Unless terminated in accordance with the provisions of this Contract, this Contract shall before a period of Two years (Extended up to 1 year) at Sanjeeviah Park, Hyderabad commencing on the date of this Contract.

10.2 If Client changes its policy regarding project or duration of the project and its reimbursement, then Contract should be terminated in accordance with the provisions of client.

11. Penalties

If the Successful bidder after signing the contract fails to perform any contractual obligation, depending upon the gravity of violation/omission, the penalty @5% per day of the monthly rental shall be imposed. Bidders has to intimate to BECIL in advance (as much as possible, preferably 24 hours) in case of any unforeseen situations.

12. Terminations

- 12.1 The Successful bidder cannot terminate or Exit from the Agreement for one (1) year (i.e., twelve month) from the date signing of the agreement. In case of breach of this commitment by the Successful bidder, complete advance lease amount, performance guarantee, and security deposit paid by the Successful bidder shall be forfeited. Post completion of one year of contract term from the date of signing of the contract agreement, the Successful bidder may terminate or exit the contract agreement by giving advance 90 days' notice during the contract period, subject to fulfilling all conditions of Contract agreement. In such case the interest free balance lease amount (for the remaining months of the contract year post completion of 90 day notice period) and interest free performance guarantee will be refundable after deduction of applicable dues/ areas/ damages etc., subject to agreement conditions.
- 13.1 BECIL may terminate the contract by giving the other party **30 days** prior written notice of the same and this Contract will stand terminated on the expiry of **30 days'** notice period.
- 13.2 In case of breach of any of the terms of the Contract by the service provider, then BECIL shall serve a notice of cure with a 15-days window to the bidders in order to resolve the deficiency highlighted in the said notice. In case, if the said deficiency is not resolved, BECIL shall serve another **30 days** written notice to the bidders to terminate the Contract. At this stage, BECIL shall be entitled to claim or recover from the Service provider, due to the bidders here under or which shall become due after termination thereof.
- 13.3 BECIL may terminate the Contract immediately by serving a thirty days' notice period for termination in case if:-
- a. The service provider, by its act or omission gives BECIL reasonable ground to consider that its right may be prejudiced or jeopardized.
 - b. If the bidders does or suffers any act or thing or omits to suffers to be any act, thing, deed or matter the consequence of which business of BECIL may be likely to suffer.
 - c. If any of the representations or warranties made by the Bidders are found to be false or wrong.
 - d. If the service provider fails to perform satisfactorily as per the Terms & conditions of the contract.
 - e. If the successful bidder fails to fully operationalize the Restaurant within the time period specified in the contract Agreement, or within any extension thereof granted by BECIL;
 - f. If the successful bidder fails to deliver any or all services contracted to be delivered under the contract Agreement; or If the successful bidder, in the judgment of BECIL has engaged in corrupt or fraudulent practice in competing for or in executing Contract.

13. Consequences of Terminations

Upon the termination of this Contract, the bidders shall-

- 13.4 Immediately cease to operate as the bidders and not to thereafter hold themselves in any way as bidders of the BECIL and refrain from any action that would or may indicate any relationship between it and BECIL.
- 13.5 Immediately cease to use in any manner whatsoever name of BECIL and the corporate logo of BECIL.
- 13.6 Immediately deliver to BECIL all the project material with all machineries in good working conditions and documents with any/all the data, held by it and which are in Possession/custody control of its staff.
- 13.7 The bidders shall also forthwith remove all its staff from the premises of the Project site.
- 13.8 Clear all the pending dues and payment and help in the successful transition of services to the other Bidders if taken on –board after termination.

14. Post termination responsibility of Service Provider

The expiration of termination of this, Contract shall be without prejudice to the accrued rights of the parties and any provision hereof and shall remain in full force and effect and shall be enforceable notwithstanding such expiry or termination. The BECIL may, at its option, direct the bidders to finish any work/ works which may, at the date of termination, be under process or outstanding.

SECTION -II Annexures

ANNEXURE-I: Pre-Qualification Bid Submission Form

<To be submitted in company's letterhead>

To,
The Deputy General Manager
Broadcast Engineering Consultants India Limited (BECIL)
BECIL BHAWAN, C56 A/17, Sector-62, Noida -201307 U.P.

Subject: Pre-Qualification bid form for “**Leasing of Space on Rental basis for Restaurant, a part of Multimedia Laser Show with Water Screen & Musical Fountain at Sanjeeviah Park (Hussain Sagar Lake), Telangana**”.

Dear Sir,

With reference to your Tender Document <reference no.><dated> I/we, the undersigned, having Aforementioned all relevant documents and understood their contents, hereby submit our offer to provide services for “**Leasing of Space on Rental basis for Restaurant, a part of Multimedia Laser Show with Water Screen & Musical Fountain at Sanjeeviah Park (Hussain Sagar Lake), Telangana.**” We are hereby submitting our bid, which includes this Prequalification bid, Technical bid, and a Commercial bid as mentioned in the above Tender. This submitted bid is unconditional.

I/We hereby declare that all the information and statements made in this bid and in the Appendices are true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such bid are true copies of their respective originals and accept that any misinterpretation contained in it may lead to our disqualification. I/We shall make available to the BECIL any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

I/We declare that I/We have examined and have no reservations to the Tender Documents, including any Addendum/Clarification issued by the BECIL and I/We do not have any conflict of interest in accordance with Tender Document.

I/We undertake, if our Bid is accepted and we have been engaged for providing the services to BECIL, we shall abide by the conditions of the Tender and subsequent corrigendum/addendum and service Contract.

I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the agency, without incurring any liability to the Bidders in accordance with clauses of the Tender document. I/We understand that you have right to reject our application without assigning any reason or otherwise. I/we hereby waive our right to challenge the same on any account whatsoever.

I/We agree and understand that the Bid is subject to the provisions of the Tender document. In no case, shall I/we have any claim or right if bid is not opened or rejected.

I/We agree to keep this offer valid for 90 days after the last date of submission of bids

specified in the Tender.

A Power of Attorney in favor of the authorized signatory to sign and submit this Bid and documents are attached herewith.

The Financial Bid is being submitted separately as specified in Tender. This prequalification bid read with Technical bid and Financial bid shall constitute the application which shall be binding on us.

I/We certify that that M/s<(Company Name)> has not been banned from carrying out business either with the any state government / Government of India or the Ministry of Tourism or the BECIL as on date. I/We also undertake that a similar ban imposed before the award of the Contract under this Tender shall disqualify the company from being considered and all claims arising out of this bid, other than the refund of the bid security, shall stand forfeited.

I/We certify that M/s<(Company Name)> is a Single Bidder in response to your Tender for Providing **“Leasing of Space on Rental basis for Restaurant, a part of Multimedia Laser Show with Water Screen & Musical Fountain at Sanjeeviah Park (Hussain Sagar Lake), Telangana”** to BECIL.

I/We agree and undertake to abide by all the terms and conditions of the Tender Document. I/we hereby unconditionally accept the Tender conditions of BECIL's Tender documents in its entirety for the above work.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the Tender Document.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title

of Signatory

Name of

Company:

Address/Date:

Seal / Stamp of Bidder:

ANNEXURE-II: Pre-qualification- Bidders Information

<To be submitted in company's letterhead>

#	Particulars	Bidders Information	
1	Name of Bidder /Agency		
2	Name of the Managing Director/CEO/Partnership/proprietorship of the Agency		
3	Type of company		
4	Full address of the Registered and Branch Offices		
5	Year of establishment of firm		
6	CIN / Registration no. of commercial establishment Act 1961 of the Agency		
7	GST Registration No.		
8	PAN		
9	Financial Information of the bidder company	Financial Year	Annual Turnover
		FY 2023-2024	
		FY 2022-2023	
		FY 2021-2022	
		Total Annual turnover in last three financial years (in INR)	
		Average Annual turnover for last three financial years (INR)	
		Net worth of the company for the FY 2021-22 2022-23 & 2023-24	
10	Details of the Bidders official to whom all references shall be made regarding this Tender.	Name:	
		Mobile number:	
		Email ID:	
		Office Address:	

On behalf of [Bidder's name+
 Authorized Signature [In full and initials]:
 Name and Title of Signatory Name of Company:
 Address: Date:
 Seal / Stamp of Bidder:

ANNEXURE-III: Non-black listing Declaration (Notarized)

<To be submitted on stamp duty of Rs. 100>

Declaration for Non-black listing

Tender Reference no.:

Dated:

We confirm that our company as on date for submission of the bid is not blacklisted or banned by any Ministry / attached offices / Subordinate offices under Government of India and in State Government, Autonomous Bodies (established by Central / State Govt.), any Central/State PSUs in India for Corrupt, fraudulent or any other unethical business practices, as on bid submission date.

Sincerely, (Signature)

(Name & Signature of Authorized Representative of company)

Duly authorized to sign the Tender Response for and on behalf of: (Name and Address of

Company) Seal/Stamp

ANNEXURE-IV: Pre-qualification- Power of Attorney

<To be submitted on Rs.100/- non judicial stamp paper.>

Power Of Attorney

Tender Ref. No:

Dated:

Know by all men by these presents, We----- (Name of the Bidder and address of their registered office) Do hereby constitute, appoint and authorize Mr/Ms (name and residential address of Power of attorney holder) Who is presently employed with us and holding the position of _____ as our Attorney, to do in our Name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the Selection of <Tender title Tender Ref no. dated>, including signing and submission of all documents and providing information / responses to this bid, representing us in all matters and generally dealing with all matters in connection with our Bid for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

Designation: Business:

Address: Signature:

Seal:

Date & Time:

ANNEXURE-V: Pre-qualification- Document Checklist

PART-B: Leasing of Space on Rental basis for Restaurant

S.no.	Supporting Documents	Compliance (Y/N)	Reference Pageno./ document name
1	Proposal submission form/Covering letter.		
2	Pre-Qualification Bidders Information along with Turnover evidence document proof as per PQ		
3	Details of Tender Fee & EMD through Online Payment / Bid Declaration against EMD.		
4	Copy of Certificate of company Registration/ Incorporation, FSSAI or State Govt. Department authorizing to run hotel/restaurant/cafeteria/canteen (if any mandatory as per prevailing act & rules, Fire Safety.		
5	CA certification for Average turnover, Balance sheets ITR Net worth and P & L statement.		
6	Valid copy of GST, PAN, MSE's/MSME/UDHYAM certificate (if applicable).		
7	Self-declaration from Bidder operational in the field of providing running restaurant/hotel in prominent locations in major cities of the country from the last 5 years in India from bid submission due date.		
8	Similar work Experience: The Bidder should have executed more than one individual Project in the field of providing running restaurant/hotel in prominent locations in major cities of the country		
9.	Documentary evidence for work and contract value, along with client contact details, in the form of work order/ and completion certificate from the client.		
10	Integrity Pact as per the format.		
11	All supportive documents for the Project Experience evidencedocument supporting PQ/TQ- (Citation format followed with supportive experience documents to be enclosed).		
12	Power of Attorney as per the format		
13	Affidavit for not being blacklisted, signed by the authorized signatory of the bidder.		
14	Financial Bid Covering Letter as per the format		
15	Commercial bid as per the format		
16	A detailed Presentation on the Technical solution and approach methodology		
17	Self-Declaration for The Code of Integrity		

ANNEXURE-VI: Format for Performance Bank Guarantee

(To be stamped in accordance with stamp act. The non-judicial stamp paper should be in the name of issuing Bank)

Reference No.....Date:

To,
The Deputy General Manager
Broadcast Engineering Consultants India Limited (BECIL)
BECIL BHAWAN, C56 A/17, Sector-62, Noida -201307 U.P.

Whereas..... (name and address of the Service Provider) (herein after called "the Service Provider") has undertaken, in pursuance of contract no date..... to supply(description of goods and Works/ Services) (hereinafter called "the contract").

And whereas you have stipulated it in the said contract that the Bidders shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;

And whereas we have agreed to give the Bidders such a bank guarantee.

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Bidders to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidders before presenting us with demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the Bidders shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until theday of20..... Our.....branch

at.....*(Name & Address of the.....*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our * branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....
.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of Branch

*Preferably at the headquarters of the authority competent to sanction the expenditure for the procurement of goods or at the concerned district headquarters or the state headquarters.

ANNEXURE-VII: Self Declaration for the Code of Integrity

(To be Included in the Bid on bidder's letter head)

I/We shall maintain a high degree of integrity during the course of my/our dealings business/contractual relationship with BECIL. If it is discovered at any stage that any business/ contract was secured by playing fraud or misrepresentation or suspension of material facts, I/We authorize BECIL to term such contract as voidable at the its sole option.

Place:

Date:

Address:

Mobile:

Email ID:

Signature of Authorized Signatory on behalf
of Agency

ANNEXURE-VIII: Financial Bid Covering Letter

To,
The Deputy General Manager
Broadcast Engineering Consultants India Limited (BECIL)
BECIL BHAWAN, C56 A/17, Sector62, Noida -201307 U.P.

Subject: Pre-Qualification Bid form for
at Multimedia Laser Show with Water
Screen & Musical Fountain at Sanjeeviah Park (Hussain Sagar Lake), Telangana”.

Tender: Bid No:Date:/...../.....

Sir/Madam,

I /We, the undersigned, offer to provide the services for “Leasing of Space on Rental basis for Restaurant, a part of Multimedia Laser Show with Water Screen & Musical Fountain at Sanjeeviah Park (Hussain Sagar Lake), Telangana” and our Pre-Qualification, Technical and Financial Bids. Our attached Financial Bid is inclusive of all applicable taxes and duties.

a. Price and Validity

All the prices mentioned in our Bid are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this Bid are valid for a **period of 180 days** from the date of opening of the Bid. We hereby confirm that our prices do not include any taxes and duties. We understand that the actual payment would be made as per the existing tax rates during the time of payment.

b. Unit Rates

We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

c. Tender Pricing

We further confirm that the prices stated in our bid are in accordance with your clauses in Bid/Tender document.

d. Qualifying Data

We confirm having submitted the information as required by you in your Tender. In case you require any other further information/ documentary proof in this regard before/during evaluation of our Bid, we agree to furnish the same in time to your satisfaction.

e. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the <Refer Section No.>. These prices are indicated Commercial Bid attached with our bid as part of the Tender. In case there is substantial difference between the component wise price approved by BECIL and the price quoted by the bidder, BECIL will have the rights to ask the bidder to realign their cost without impacting the total bid price. We hereby agree to submit our offer accordingly.

f. Performance Bank Guarantee

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the Tender document. Our Financial Bid shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Bid, i.e., [Date].

We hereby declare that our Bid is made in good faith, without collusion or fraud and the information contained in the Bid is true and correct to the best of our knowledge and belief.

We understand that our Bid is binding on us and that you are not bound to accept a Bid you receive.

Thanking
you,

Authorized Signatory with
Date and Seal: Designation:
Business: Address: Signature: Seal:
Date & Time:

ANNEXURE- IX: Financial bid format

(Bill of Quantity)

Leasing of Space on Rental basis for Restaurant

Sl. No.	Description	Bid Monthly Lease Amount (INR) (*Taxes additional as applicable)	Bid Monthly Lease Amount in words (*Taxes additional as applicable)
01.	Financials for Leasing of Space on Rental basis for Restaurant, a part of Multimedia Laser Show with Water Screen & Musical Fountain at Sanjeeviah Park (Hussain Sagar Lake), Telangana		

Selection of Bidder will be made purely on H1 basis .

As the work to be entrusted is of a very important nature, merely quoting higher rates will not make the tendered eligible for selection.

BECIL is free to allocate the complete work/proportion of work to the finalized bidder depending upon the bidder credentials, merits and outcome of the evaluation. GST rates shall be as applicable as per the Govt. of India guidelines at time of Invoicing. The decision of the tender evaluation committee is final in case of any discrepancies.

Dated this Day of 2025
(Signature)

(In the capacity of)

Duly authorized to sign the Bid Response for and on behalf of: (Name and Address of Company) Seal/Stamp of Bidder:

ANNEXURE- X: Project Citation Format

Sl. No.	Items	Details
General Information		
1	Customer Name	
2	Name of the contact person and contact details for the client of the assignment	
Project Details		
3	Project Title	
4	Start Date: MM/YYYY End Date: MM/YYYY	
5	Current Status (work in progress/completed)	
6	Number of staff deployed in the assignment	
Size of the project		
7	Total Cost of the project	
8	Period of contract	
9	Number of end users catered to by the system	
10	Number of resources deployed across the country	
11	Number of transactions handled by the system on a yearly basis	
12	Multi-lingual (English and Hindi) features catered to for the web site	
13	BCP/DR capability	
14	Any other information to be shared with Purchaser	
15	Narrative Description of the Project	
16	Documentary Proof and necessary details	
Please attach the proof - Work Orders Certificates or Letter of Appointments etc. with the credential only.		

Dated this Day of 2024 (Signature)

(In the capacity of)

Duly authorized to sign the Tender Response for and on behalf of: (Name and Address of Company)

Seal/Stamp of Bidder:

ANNEXURE-XI: Integrity Pact

(₹ 100/- non-judicial stamp paper)

INTEGRITY PACT

Between
M/s. BECIL
hereinafter referred to as

"*Purchaser*",
and

(.....)

Hereinafter referred to as

"

The Bidder/Service Provider"

Preamble

BECIL intends to award, under laid-down organizational procedures, contract(s) **for Leasing of Space on Rental basis for Restaurant, a part of Multimedia Laser Show with Water Screen & Musical Fountain at Sanjeeviah Park (Hussain Sagar Lake), Telangana**, BECIL values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidders/ Service Providers.

In order to achieve these goals, BECIL and the above-named Bidder/Bidders enter into this agreement called '**Integrity Pact**' which will form a part of the bid.

It is hereby agreed by and between the parties as under:

Section I - Commitments of *BECIL*

- (1) **BECIL** commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of *BECIL*, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.
 - b) *BECIL* will, during the tender process treat all Bidder(s) with equity and fairness. *BECIL* will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- (2) *BECIL* will exclude from evaluation of Bids its such employee(s) who has any personnel interest in the Companies/Agencies participating in the Bidding/Tendering process. If Chairman and Managing Director obtains information on the conduct of any employee of *BECIL* which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, he will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions under its Rules.

Section II - Commitments of the Bidder/Service Provider

- (1) The Bidder/Bidders commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:
- a) The Bidder/Bidders will not, directly or through any other person or firm, offer, promise or give to BECIL or to any of BECIL's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or award for the execution of the contract.
 - b) The Bidder/Bidders will not enter into any illegal agreement or understanding, whether formal or informal with other Bidders/Service Providers. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder/Bidders will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Bidder/Bidders will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by BECIL as part of the business relationship, regarding plans, technical bids and business details, including information contained or transmitted electronically.
 - d) The Bidder/Bidders of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder/Bidders of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.
 - e) The Bidder/Bidders will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.
 - f) The Bidder/Bidders will not misrepresent facts or furnish false/forged documents/Informations in order to influence the bidding process or the execution of the contract to the detriment of BECIL.
- (2) The Bidder/Bidders will not instigate third persons to commit offences outlined above or be an accessory to such offence

Section III- Disqualification from tender process and exclusion from future contracts

- (1) If the Bidder, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, BECIL may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.
- (2) If the Bidder/Bidders has committed a serious transgression through a

violation of Section II such as to put his reliability or credibility into question, BECIL may after following due procedures also exclude the Bidder/Bidders from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/ Bidders and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 3 years.

- (3) If the Bidder/Bidders can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, BECIL may revoke the exclusion prematurely.

Section IV - Liability for violation of Integrity Pact

- (1) If BECIL has disqualified the Bidder from the tender process prior to the award under Section III, BECIL may forfeit the Bid Guarantee under the Bid.
- (2) If BECIL has terminated the contract under Section III, BECIL may forfeit the Contract Performance Guarantee of this contract besides resorting to other remedies under the contract.

Section V- Previous Transgression

- (1) The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 years with any other Public Sector Undertaking or Government Department that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section VI - Equal treatment to all Bidders / Service Providers

- (1) BECIL will enter into agreements with identical conditions as this one with all Bidders.
- (2) BECIL will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

Section VII - Punitive Action against violating Bidders / Service Providers

If BECIL obtains knowledge of conduct of a Bidder or a Bidders or his Bidders or of an employee or a representative or an associate of a Bidder or Bidders or his Bidders which constitutes corruption, or if BECIL has substantive suspicion in this regard, BECIL will inform the Chief Vigilance Officer (CVO).

Section VIII - Independent External Monitor/Monitors

- (1) BECIL has appointed a panel of Independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC), Government of India, out of which one of the IEMs has been indicated in the NIT/IFB.

The IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. He has right of access to all project documentation. The IEM may examine any complaint received by him and

submit a report to Chairman-cum- Managing Director, BECIL, at the earliest. He may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the PC Act. However, for ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be referred to the full panel of IEMs, who would examine the records, conduct the investigations and submit report to Chairman-cum-Managing Director, BECIL, giving joint findings.

- (2) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman-cum- Managing Director, BECIL.
- (3) The Bidder(s)/Service Provider(s) accepts that the IEM has the right to access without restriction to all documentation of BECIL related to this contract including that provided by the Service Provider/Bidder. The Bidder/Bidders will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documentation. The same is applicable to Service providers. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Service Provider(s) with confidentiality.
- (4) BECIL will provide to the IEM information as sought by him which could have an impact on the contractual relations between BECIL and the Bidder/Bidders related to this contract.
- (5) As soon as the IEM notices, or believes to notice, a violation of this agreement, he will also inform the Chairman-cum-Managing Director, BECIL and request the Chairman- cum- Managing Director, BECIL to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to BECIL and the Bidder/Service Provider, as deemed fit, to present its case before making its recommendations to BECIL.
- (6) The IEM will submit a written report to the Chairman-cum-Managing Director, BECIL within 8 to 10 weeks from the date of reference or intimation to him by BECIL and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the IEM has reported to the Chairman-cum-Managing Director, BECIL, a substantiated suspicion of an offence under relevant Anti- Corruption Laws of India, and the Chairman- cum-Managing Director, BECIL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the CVO, the Monitor may also transmit this information directly to the CVC, Government of India.
- (8) The word '**IEM**' would include both singular and plural.

Section IX - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Bidders after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

Section X - Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Establishment of BECIL. The Arbitration clause provided in

the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidders is a partnership firm or a consortium or Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venture partners.
- (4) Nothing in this agreement shall affect the rights of the parties available under the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).
- (5) Views expressed or suggestions/submissions made by the parties and the recommendations of the IEM in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.
- (6) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of BECIL)
Provider)

(Office Seal)
(Name & Address)
Witness 1:
(Name & Address)
Date:
Place:

(For & On behalf of Bidder/Service

(Office Seal)

Witness 2:
(Name & Address)
Date:
Place:

ANNEXURE-XII: Certificate of Annual Turnover certified for
(B) Space Lease Rent for Restaurant

To,

The Deputy General Manager
 Broadcast Engineering Consultants India Limited (BECIL)
 BECIL BHAWAN, C56 A/17, Sector62, Noida -201307 U.P.

Subject: Pre-Qualification Bid form

_____ at Multimedia Laser
 Show with Water Screen & Musical Fountain at Sanjeeviah Park (Hussain Sagar Lake),
 Telangana”.

Ref NoDate:/...../.....

Sir/Madam,

I hereby declare that I have scrutinized and audited the financial
 statements of M/s
 having Registered Office
Average Turnover Rs.
of the bidder M/s..... as on 31st March 2024 as per audited
 statement is
 as follows:

Sr. No.	Financial Year	Annual Business Turnover (Rs.)	Turnover from Similar Business (Rs.)	Net Worth (Rs.)
1	2021-22			
2	2022-23			
3	2023-24			

Average Business Turnover as on 31/03/24

For

M/s.
 Chartered Accountants / Statutory Auditor
 SignatureName of Chartered Accountant:
 UDIN No:
 Seal/
 Stamp
 Date:
 Place:

SECTION –III
GENERAL TERMS & CONDITIONS

GENERAL INFORMATION

Complete tender document can be downloaded from CPP Portal. Bid will be submitted concurrently duly digitally signed on the website <https://CPP.gov.in/>. It is mandatory for all the Bidders to have Class-III Digital Signature Certificate (in the name of person who will sign the bid document) from any of the licensed certifying agency.

1. General Terms and Conditions

- 1.1 The evaluation of the applications for selection shall be carried out by the committee constituted for the purpose of selection of bidder.
- 1.2 Any un-authenticated, alterations, erasures, overwriting, non-submission of qualifying documents, Annexures as per the format blanking out or discrepancies may render the Bid submission invalid. The evaluation of the response will only be based on the documents submitted and evaluation committee reserved the right to relax the evaluation criteria.
- 1.3 Response of bid submitted by Fax or E-mail or any form other than mentioned above will not be acceptable and liable for rejection by BECIL.
- 1.4 During the project execution period, BECIL reserves the right to terminate the contract, if the services provided by the bidders are found to be unsatisfactory or if, at any time, it is found that the information provided for selection is false. BECIL reserves the right to remove such Agencies from the selected list without giving any notice to the Agency in advance. BECIL's decision will be final in this regard.
- 1.5 The statements and explanations contained in this Tender are intended to provide a better understanding to the Bidders about the subject matter of this Tender and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the agencies set forth in the Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the order to be awarded pursuant to this Tender or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this Bid are to be noted, interpreted, and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.6 Incomplete and conditional bids, late or delayed bids will summarily be rejected. BECIL reserve the right to accept or reject any quotation fully or partly without assigning any reason.
- 1.7 Mentioning of any commercial bid document in the technical document will lead to disqualification and cancellation of bid.
- 1.8 Clause regarding restrictions on procurement from a bidder/ OEM/ Supplier of a country which shares a land border with India as per office memorandum dated 23.07.2020 Rule 144 (xi) in General Financial Rule (GFRs) 2017 and all addendums and clarifications issued by Ministry of Finance, Public Procurement Division, Government of India (F. No. 6/18/2019-PPD) is part of this Tender.

- 1.9 Clarification of Offers: To assist in the scrutiny, evaluation and comparison of offers, BECIL may, at its discretion, ask (by email) some or all bidders for clarifications with regards to their offer. The request for such clarifications and the response will necessarily be in writing or by email). Failure of a Bidder to submit additional information or clarification as sought by the institute within the prescribed period will be considered as a non-compliance and the bid may get evaluated based on the limited information furnished along with the bid proposal.
- 1.10 Only documents (Purchase Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids. After submission of bid, only related shortfall documents will be asked for and considered for evaluation. For example, if the bidder has submitted a contract without its completion/ performance certificate, the certificate will be asked for and considered. However, no new reference/ PO/WO/LOA is to be submitted by bidder in response to the bid so as to qualify and such documents will not be considered by BECIL for evaluation of Bid. Any information/ documents issued post final bid due date shall not be considered for evaluation.
- 1.11 Relaxation/Exemption to MSEs/Startups/SHGs regarding turnover and experience will **NOT be granted, only exemption on EMD will be applicable**, as per Ministry of Micro, Small & Medium Enterprises (MSMEs) Policy Circular No. 1(2)(1)2016-MA dated 10th March, 2016 and Ministry of Finance Office Memorandum of even number dated 25th July, 2016 subject to meeting of quality and technical specifications in accordance with the relevant provisions of General Financial Rules, 2017.

2. Disqualification

The bid is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this Tender:

- 2.1 Bid not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming bid.
- 2.2 During validity of the bid, or its extended period, if any, the bidder increases his quoted prices.
- 2.3 Bid is received in incomplete form.
- 2.4 Non-submission of EMD.
- 2.5 If the bidder provides quotation only for a part of the project.
- 2.6 Information submitted in technical Bid is found to be misrepresented, incorrect or false, accidentally, unwittingly, or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any/Commercial bid is enclosed within the same envelope as technical bid.
- 2.7 The bidder tries to influence the bid evaluation process by unlawful/ corrupt/

fraudulent means at any point of time during the bid process.

- 2.8 In case any one bidder submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/ bidders are withdrawn upon notice immediately.
- 2.9 Bidder fails to deposit the Performance Bank Guarantee/Security Deposit or fails to enter a contract within 15 days of the date of issuance of work order or within such extended period, as may be specified by BECIL. Bidders may specifically note that while evaluating the bids, if it comes to BECIL's knowledge expressly or implied, that some bidders may have colluded in any manner, whatsoever, or otherwise joined to form an alliance then the bidders so involved are liable to be disqualified for this contract as well as for a further period of one years from participation in any of the tenders floated by BECIL.
- 2.10 The bid security document(s) and technical bids including entire documentation (pdf format) should not contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid.
- 2.11 Conditional bids will be disqualified.

3. Confidentiality and Non-Disclosure

- 3.1 The bidders recognizes, accepts and agrees that disclosure of Confidential information to the Staff shall be only on a need-to-know basis and only those staff who are involved in rendering the services and need to have access would alone be informed of Confidential information.
- 3.2 The bidders recognizes, accepts and agrees that all tangible and intangible information obtained or disclosed to the service provider's and/or its staff, including all details, documents, data, business/ customer information and the BECIL 's practices and trade secrets (all of which are hereinafter collectively referred to as "confidential information") which may be communicated to the service provider's and/or its facility staff may be privy under or pursuant to this Contract and/or in the course of performance of the service provider's obligations under this Contract shall be treated, as absolutely confidential and the service provider's irrevocably agrees and undertakes and ensures that the service provider's and all its facility staff shall keep the same as secret and confidential and shall not disclose the same at all in whole or part to any Person or persons (including legal entities) and any time or use nor shall allow information to be used for any purpose other than that as may be necessary for the due performance of service provider's obligations hereunder except when required to disclose under due process and authority of law.
- 3.3 The service providers hereby agree to fully indemnify, defend, and hold BECIL harmless at all times against any and all claims, damages, losses, liabilities, costs, or expenses arising from any breach of this undertaking by the service providers or their personnel. In the event of such a breach, the service providers shall promptly reimburse BECIL for any resulting damages, costs, or charges incurred, upon demand, without limitation.
- 3.4 The provisions of the aforesaid clauses and the indemnity contained

therein shall survive the termination and expiry of this Contract.

4. Right to Inspection

- 4.1 The BECIL/CLIENT and its field officers or its Auditors, shall have the right to carry out spot checks and do audit of the service provider's premises, personnel and records relating to the services provided to the BECIL which will include surprise checks to satisfy themselves that there is no compromise on the quality of services provided by the bidders to the BECIL and its customers. The BECIL has a right to review and monitor the security practices and control procedures adopted by the service provider. The bidders shall produce and make available all such books, records, information, etc., related to project work for the purpose of Inspection/audit as and when required.
- 4.2 The BECIL shall have the right to review and monitor the performance of the bidders on a continuous basis bidders shall furnish necessary particulars, statements, etc., as desired by the BECIL in a periodical manner for the purpose of assessment of their performance.

5. Non-Exclusive

It is agreed and certified that this Contract is on a non-exclusive basis and the parties are at liberty to enter into similar Contracts with others (Provided however, the bidders shall ensure that it is entering into Contract, with other parties shall not in any way conflict with or affect the BECIL interests, rights, remedies under this Contract or in law).

6. The Service Provider's Liability and Indemnity

- 6.1 The BECIL shall have no liability whatsoever for any injury/death to the bidders and/or its staff caused or suffered during the performance of the service provider's obligations hereunder.
- 6.2 The bidders shall be responsible and liable for and shall indemnify BECIL and always keep the BECIL indemnified and safe and harmless, against all claims, liabilities, damages, losses, costs, charges, expenses, proceedings, and actions of any nature whatsoever made or instituted against or caused to or suffered by the BECIL directly or indirectly by reason of:
- 6.2.1 Any wrongful, incorrect, dishonest, criminal, fraudulent or negligent work, default, failure, misfeasance, bad faith, disregard of its duties and obligations hereunder, act or omission of or by the bidders and/or any of its facility staff, and/or,
- 6.2.2 Any theft robbery, fraud or other wrongful act or omission by the Bidders and/or any of its staff.

7. Notices

- 7.1 Any notice, invoice, approval, advice, report or notification in connection with this Contract shall be in writing and any notice or other written communication pursuant hereto shall be signed by the party issuing the same and shall be addressed to the BECIL or the bidders and may be given by delivering the same by hand or sending the same-by prepaid registered mail, official e-mail or facsimile to the relevant address forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given official e- mail or facsimile) or Fifteen (15) clear days after posting (if sent by post).
- 7.2 Any notice or other document which may be given by either Party under the Contract/ Agreement shall be given in writing in person or by pre-paid recorded delivery post, email.
- 7.3 In relation to a notice given under the Contract/ Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:
Name: Mr. Bipin B. Pandey
Designation: Deputy General Manager
Address: Broadcast Engineering Consultants India Ltd, BECIL Bhawan, C-56-A/17, sector-62, Noida-201307
Tel: 0120-4177850-23415850, Email: bipin.pandey@becil.com
- 7.4 In relation to a notice given under the Contract/ Agreement, a Party shall specify the Parties address for service of notices, any such notice to be copied to the Parties at the addresses set out in this Tender.
- 7.5 Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) if delivered between the business hours of 9:30 am and 6:00 pm at the address of the other Party set forth above, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).
- 7.6 Either Party to the Contract may change its address, telephone number, and nominated contact for notification purposes by giving the other Party reasonable prior written notice of the new information and its effective date.

8 No Waiver

No failure on the part of the either party hereto to exercise, and no delay on its part in exercising, any right or remedy under this Contract will operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy and the same shall not affect in any manner the effectiveness of any of the provisions of this Contract.

9 Amendment

Unless, otherwise stated expressly, this Contract shall be modified only by an instrument in writing duly executed by both the parties.

10 Integrity, Indemnity & Limitation
[Refer to Annexure XI: Integrity Pact]

Bidder shall maintain high degree of integrity during its dealings with business/contractual relationship with BECIL. If it is discovered at any stage that any business/ contract was secured by fraud or misrepresentation or suspension of material facts, such contract shall be voidable at the sole option of the competent authority of BECIL. For avoidance of doubts, no rights shall accrue to the supplier in relation to such business/contract and BECIL or any entity thereof shall not have or incur any obligation in respect thereof. The supplier shall indemnify BECIL in respect of any loss or damage suffered by BECIL on account of such fraud, misrepresentation, or suspension of material facts.

11 Code of integrity
[Refer to Annexure VII: Self Declaration for the Code of Integrity]

No official of a Purchaser or a Bidder shall act in contravention of the codes which includes:

11.1 Prohibition of

- a) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- b) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
- c) Any collusion bid rigging or anti-competitive behavior that may impair the transparency, fairness and the progress of the procurement process.
- d) Improper use of information provided by the Purchaser to the Bidder with an intent to gain an unfair advantage in the procurement process or for personal gain.
- e) Any financial or business transactions between the Bidder and any official of the Purchaser related to tender or execution process of contract, which can affect the decision of the Purchaser directly or indirectly.
- f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g) Obstruction of any investigation or auditing of a procurement process.
- h) Making false declaration or providing false information for participation in a tender Process or to secure a contract.

12 Disclosure of conflict of interest.

Disclosure by the Bidder of any previous transgressions made in respect of the provisions of sub clause (a) with any entity in any country during the last three years or of being debarred by any other Purchaser.

In case of any reported violations, the Purchaser, after giving a reasonable

opportunity of being heard, concludes that a Bidder or prospective Bidder, as the case maybe, has contravened the code of integrity, may take appropriate measures.

13 Arbitration

- 13.1 In the event of any dispute or difference between the PARTIES HERETO, such disputes or differences shall be resolved amicably by mutual consultation in a span of thirty days.
- 13.2 That any dispute, controversy difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof, arising in and out of the Contract between the Parties shall be referred to the Delhi International Arbitration Centre (DIAC).
- 13.3 To submit their dispute(s), controversy (ies), claim (s), difference (s) to arbitration for resolution before Delhi International Arbitration Centre (DIAC).
- 13.4 The arbitration proceeding shall be governed by the DIAC Arbitration Proceedings Rules, 2023. The seat of arbitration shall be New Delhi.
- 13.5 The number of arbitrator shall be one.
- 13.6 The Arbitrator(s) shall be nominated/appointed from the panel of Arbitrators of Delhi International Arbitration Centre (DIAC).
- 13.7 The arbitration proceedings shall be conducted in (English).
- 13.8 During the pendency of Arbitration proceedings, both the Parties shall continue with the performance of their obligation without prejudice to the final outcome of such proceeding.

14 Bidder Code of Conduct and Business Ethics

BECIL is committed to its values & beliefs and business practices to ensure that companies and suppliers, who supply goods, materials, or services, will also comply with these principles.

15 Bribery and corruption

Bidders are strictly prohibited from directly or indirectly (through intermediates or Service Providers) offering any bribe or undue gratification in any form to any person or entity and / or indulging in any corrupt practice in order to obtain or retain a business or contract. In case of any bidder is found indulging in these unethical/unlawful means, the bidders will be disqualified and his EMD/PBG will be forfeited. In addition, other legal measures/penal provisions will be involved, as deemed fit.

16 Force Majeure Clause

- 16.1 Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God

as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

16.2 In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of action of these circumstances and their consequences.

16.3 The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case, not later than 10 (Ten) days from the moment of their beginning.

16.4 A certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

16.5 If the impossibility of complete or partial performance of an obligation lasts for more than one month's either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 15 days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

17 Conflict of Interest

Bidder shall furnish an affirmative statement as to the absence of actual or potential conflict of interest on the part of the Bidder (or any prospective Service provider, if applicable) due to prior, current, or proposed contracts, engagements, or affiliations with BECIL. Additionally, such disclosure shall address all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the Tender.

18 Amendment of Tender Document

At any time before the submission of bids, BECIL may amend the Tender document by issuing an addendum/corrigendum in writing and by announcing it in CPP portal. The addendum/corrigendum shall be binding on all the Agencies. To give the Agency reasonable time in which to take an amendment into account in their bids, the BECIL may, if the amendment is substantial, extend the deadline for the submission of bid.

19 Principal-To-Principal Contract

19.1 It is clarified that this Contract is on a principal-to-principal basis and does not create and shall not be deemed to create any employer, employee or a principal agent relationship between BECIL and the bidders

and/or its facility staff. The bidders and/or its facility staff shall not be entitled to, by any act, word, and deed or bind the BECIL or hold outer represent that the bidders are representing or acting as an agent of the BECIL.

19.2 This Contract will bind the successors and permitted assigns of the bidders and shall insure of the benefits of the BECIL's successors and assigns.

20 Selection Procedure

20.1 The Purchaser will constitute a Bid Evaluation Committee to evaluate the responses of the bidders.

20.2 The Bid Evaluation Committee constituted by the Purchaser shall evaluate the responses to the Tender and all supporting documents / documentary evidence. Inability of a Bidder to submit requisite supporting documents / documentary evidence within a reasonable time provided to it, may lead to Proposal being declared non-responsive.

20.3 The decision of the Bid Evaluation Committee in the evaluation of responses to the TENDER shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Bid Evaluation Committee.

20.4 The Bid Evaluation Committee may ask for additional documents/meetings with the Bidders to seek clarifications on their proposals.

20.5 The Bid Evaluation Committee reserves the right to reject any or all Proposals based on any deviations contained in them.

20.6 Each of the responses shall be evaluated as per the criteria and requirements specified in this Tender.

20.7 The objective of evaluation methodology is to select an appropriately qualified and adequately experienced service provider.

21 Process for Selection of Bidder

The Bidder will be selected as per the following process:

21.1 The Bidder satisfying the eligibility criteria will be shortlisted and will be selected with BECIL after due scrutiny of documents submitted by the bidder. BECIL may, at its sole discretion, decide to seek more information from the Bidders. The clarification shall be given in writing immediately.

21.2 The Evaluation committee constituted for the purpose, may waive any informality or non- conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. All the decisions of the Evaluation Committee would be final and binding upon the Bidders,

21.3 BECIL decision in respect of evaluation methodology and short listing of

Bidders will be final and no communications, whatsoever in this respect, shall be entertained.

21.4 BECIL may add/remove any relevant criteria for evaluating the proposals received in response to this Tender at the sole discretion of BECIL.

22 Notification of Selection

22.1 BECIL shall notify the successful Bidder in writing by registered letter or by email that its application has been accepted. The Bidder shall acknowledge in writing, receipt of the notification of selection and shall send his acceptance within seven (7) days of receiving the notification.

22.2 Failure to abide by this, may lead to termination of the selection.

22.3 Bidder is expected to examine all instructions, terms, specifications, and other information in the bidding documents. Failure to furnish all information required by the bidding document or to submit a bid not substantially responsive to the bidding documents in every respect will be at bidder's risk and may result in the rejection of Bid.

22.4 Bidder should attach necessary supporting documents (self-attested copies) as proof in respect of each of the eligibility criteria mentioned in this Tender document.

23 Earnest Money Deposit (EMD):

23.1 In case bid is submitted without EMD as mentioned above, then BECIL reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.

23.2 Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 90 days after signing of the Contract with the Selected Bidder.

23.3 The decision of BECIL regarding forfeit of the EMD and rejection of bid shall be final & shall not be called upon question under any circumstances.

23.4 BECIL may ask bidders to submit additional documents in case any clarification is required.

23.5 The EMD may be forfeited:

If a Bidder withdraws or amends their tender during the validity period

- i. Tender changes: If a Bidder changes the terms, conditions, or prices after the opening date
- ii. Order acceptance: If a Bidder fails to accept an order after it's placed
- iii. False documents: If a bidder submits false or fabricated documents
- iv. In the case of a successful bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time.
- v. During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- vi. If a bidder indulges in any unlawful/unethical/immoral act during the process of bidding/order finalization.

23.6 The successful bidder's EMD will be discharged upon the bidder's acceptance of the LOI / SO/PO satisfactorily and submission of Performance Bank

Guarantee (PBG).

23.7 Performance Bank Guarantee to be addressed/ in **favor of Chairman & Managing Director (CMD), Broadcast Engineering Consultants India Limited (BECIL)**, Registered & Corporate Office: BECIL Bhawan, C-56, A/17, Sector-62, Noida-201301, U.P. Ph.: 0120-4177850.

24. Bid Submission Instructions:

Online Bid Submission

- 24.1 The bidder shall submit the bid online through CPP Portal only.
- 24.2 To view- Tender Notice, Detailed Time Schedule, and its supporting documents, Corrigendum, kindly visit CPP portal.
- 24.3 The bids submitted, shall comprise of the following two steps through CPP portal. Offline mode bid submission is not allowed:
- 24.4 A Two steps/ cover system shall be followed for the bid:

Step A: EMD/Bid Security Declaration, Pre-Qualification & Technical bid.

Step B: Commercial Bid

- 24.5 The Bid shall include the following documents:

Table: Documents Required

Sl. No	Document Type	Document Format	Online Submission
EMD and Eligibility Details- Step –A			
1	EMD/Bid Security Declaration	Supporting documents	Yes
2	Pre-qualification & Technical Bid	The Technical Proposal shall be prepared in accordance with the requirements and scope of works specified in this Tender and in the formats prescribed	Yes
Commercial Bid – Step –B			
3	Commercial Bid	The Commercial Bid shall be prepared in accordance with the requirements Specified in this Tender and in the format prescribed	Yes

- a. The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the bid and in the prescribed format only.

- b. Non-submission of the required documents or submission of the documents in a different format/ content may lead to the rejections of the bid proposal submitted by the bidder.
- c. It shall be the sole responsibility of the bidder to ensure that all the documents required for the Pre-Qualification and the Technical Evaluation of the bid are uploaded on the portal well within time and BECIL shall not entertain any representation from any bidder, who fails to upload the requisite documents within the stipulated time and date on account of any technical issues related to low internet connectivity, size of the files to be uploaded etc. Therefore, the bidders are notified that they must read the instructions / information given on the homepage of the e-tender portal and must understand all the nuances of technology in advance.
 - d. BECIL will not accept delivery of proposal and any other supporting documents, in any manner other than that specified in this Tender. Any proposal delivered in any other manner shall be treated as defective, invalid and rejected. Under no circumstances, any physical documents will be accepted after the submission of bid.
 - e. It is required that all the Bids submitted in response to this Tender should be unconditional in all respects, failing which BECIL reserves the right to reject the Bid.
 - f. It shall be the responsibility of the bidder to re-check that each page of the requisite document uploaded as a part of the bid is stamped and duly signed by an authorized signatory.
 - g. Bid documents must be direct, concise, and complete. BECIL will evaluate bidder's proposal based on its clarity and the directness of its response to the requirements of the project as outlined in this Tender. Bidders shall furnish the required information on their technical and commercial proposals in the enclosed/recommended formats only.
 - h. Bidders are advised to refer to the CPP Portal for instructions (on usage and pre-requisites), registration on the Portal and online bid submission on the CPP Portal after bid preparation as per the Tender document/ requirements. Any deviations in format would result in bid rejection.

25. Correction of Error

25.1 Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the bid submission and/or receipt of commercial proposals by BECIL. All corrections, if any, should be initialed by the person signing the proposal form before submission, failing which the figures for such items may not be considered and/or the financial proposal may be rejected on grounds of incomplete or erroneous proposal.

Arithmetic errors in proposals will be corrected as follows:

25.2. In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding.

25.3 In case of ambiguities between the quoted (by bidder) unit prices/ values and any derived/calculated values, unit prices/values shall prevail, and all derived values shall be recalculated using the quoted unit prices furnished in the Tender.

26. Miscellaneous

26.1 The BECIL reserves the right to issue change orders in the general scope at any time during the contract period. The BECIL reserves the right to revise the contract in case of a change in the amount of work in the contract, a change in the period of work specified, or a revision of the period of work/completion period or both. The **bidders** shall notify the BECIL in writing within 30 days of the change order regarding the provisions resulting from such change.

26.2 In the event of any dispute arising out of the contract, it shall be the duty of the bidders and BECIL to issue a written notice to the opposite party regarding such dispute. In such circumstances, both the parties shall be bound to respond within 30 days of receipt of notice. In case of non-response within 30 days of the notice or if the dispute is not resolved amicably within 60 days, the final decision shall rest with the CMD, BECIL.

27. Additional Terms & Conditions, Roles and Responsibilities for Bidders

27.1 Bid will not be accepted after the date and time fixed for receipt as is set in notification or subsequent extensions if any.

27.2 Relevant documents in proof should be enclosed wherever required.

27.3 Firm should have GST, Income Tax registrations, PAN, registration (furnish proof).

27.4 Firm should submit Income Tax returns submitted for Last three years.

27.5 BECIL has sole right to accept or reject any bids. If required BECIL may reject all Bids received without assigning any reason.

27.6 In case of dispute in the MOU/agreement with the bidder, decision of CMD, BECIL will be binding on both parties.

27.7 The bid inviting authority may, at its discretion, extend the last date for submission of bid, in which case, all rights and obligations of the Tender authority and the bidders, subjected to the previous last date, will thereafter be subject to such extended last date.

27.8 The date and time for opening bids will be as per the timelines specified in Tender. Bidders shall watch website <https://CPP.gov.in/> to learn about the addenda and corrigenda Issued to this Tender.

27.9 Each page of the Tender shall be signed and stamped by the authorized representative of the Bidder and shall be submitted along with the Technical Bid.

27.10 Signed stamped (authorized person) Tender along with necessary supporting documents, duly filled signed stamped and undertakings shall be uploaded over our online tendering portal.

28. Land Border Sharing Declaration

- I) *Any bidder from a country which shares a land border with India will be eligible to bid in the tender only if the bidder is registered with the Competent Authority (The Registered Committee constituted by the Department for Promotion of Industry and Internal Trade).
- II) Bidder means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms, or companies), every artificial judicial person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person participating in a procurement process.
- III) “Bidder from a country which shares a land border with India” for the purpose of this order means:-
- a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary controlled through entities incorporated, established or registered in such a country, or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country, or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An India (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV) The beneficial owner for the purpose of (iii) above will be as under:-
- 1) In case of a company or limited liability partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercise control through other means.
- Further explanation:
- a) “Controlling ownership interest” means ownership of or entitlement to more than twenty five per cent of shares or capital or profits of the company;
 - b) “Control” shall include the right to appoint majority of the director or to control the management or policy decision including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;
- 2) In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - 3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who , whether acting alone or together, or through one or more judicial person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - 4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is

the relevant natural person who holds the position of senior managing official;

- 5) In case of a trust, the identification of beneficial owners(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- V) An agent is a person employed to do any act for any another, or to represent another in dealings with third persons.

- VI) The successful bidder shall not be allowed to sub contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

- VII) A bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the competent authority, as it is not regarded as sub-contracting.

- VIII) However, in case a bidder has proposed to supply finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the competent authority.

- IX) The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

Bidder to furnish stipulated documents in support of fulfillment of qualifying criteria. Non-submission or incomplete submission of documents may lead to rejection of offer.

All experience, past performance and capacity/ capability related/ data should be certified by the authorized signatory of the bidder firm. The credentials regarding experience and past performance to the extent required as per eligibility criteria submitted by bidder may be verified from the parties for whom work has been done.

We confirm that, we are competent and legally authorized to submit the tender and / or to enter into legally binding contract. We(Name of the company) have submitted the required documents in support of the eligibility criteria mentioned above.

Authorized Signature with stamp & date

(To be signed & stamped and submitted along with Techno-commercial Bid Part –I)

Annexures For Land Border Sharing Declaration

ANNEXURE -A

Reference No.....Date:

(To be submitted on bidder's letterhead)

DECLARATION

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that M/s is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that M/s fulfills all requirements in this regard and is eligible to be considered.” (where applicable, evidence of valid registration by the Competent Authority shall be attached)

I, the undersigned, declare that the item originate in(Name of the country).

Signature _____

Name-----

Designation-----

Date-----

Stamp of the Organization-----

-End of the Document-