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**निविदा हेतु अनुरोध**

**REQUEST FOR TENDER**

**ईसीजीसी लिमिटेड की मुरादाबाद शाखा के लिए पट्टे के आधार पर परिसर लेने के लिए।**

**For**

**TAKING PREMISES ON LEASE BASIS FOR MORADABAD BRANCH  
OF ECGC LTD.**

**Ref: ECGC/Moradabad/Tender – Mbd/T/01/2024-25**

**Date: - 06/12/2024**

**ECGC LIMITED**

**Regd. Address: ECGC Bhawan, CTS 393, 393/1 – 45, MV Road,**

**Andheri East, Mumbai - 400069**

**Branch: ECGC Moradabad Branch, Pandit Shankar Dutt Sharma Marg,**

**Civil Lines, Moradabad**

**Uttar Pradesh, PIN-244001**

**Tel – 0591 2435244 Mob - 9601899039**

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## Section - 1

### 1. Introduction

#### 1.1. Invitation to Bidders

By way of this Request for Tender ('**RFT**') Document, (hereinafter also referred to as 'the Bid Document' or 'the Tender Document') **ECGC Limited** (hereinafter referred to as 'ECGC'), a Company wholly owned by Government of India and set up in 1957, invites competitive Bids from Owners of Commercial Premises, and / or their Power-of-Attorney holders for **taking premises on lease basis for Moradabad Branch of ECGC Ltd.** (hereinafter referred to as "**New Moradabad Office Premises**") as per **scope and requirements defined in Annexure – 1 of this RFT Document.**

The "Technical and Financial Bids" along with other documents would be received in physical form.

The Bidder(s) are advised to study the Tender Document carefully. Submission of Bids shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.

Note that all the required information as sought in the Tender Document shall be provided by the bidders. Incomplete information may lead to rejection of the Bid. The Company reserves the right to change the dates mentioned in this RFT Document, which shall be communicated to the Bidder(s) and shall be displayed on ECGC's website. The information provided by the Bidder(s) in response to this RFT Document will become the property of ECGC and will not be returned. ECGC reserves the right to amend, rescind or reissue this RFT Document and all subsequent amendments, if any to this RFT Document. Amendments or changes shall be communicated directly and/or displayed at ECGC's website only.

## 1.2. Schedule of events

RFT Document Availability	The RFT Document will be published on the website of ECGC.
Last date of submission of Bids	After 21 days from the date of listing
Opening of Technical Bid	Will be informed after last date of submission of bids
Opening of Financial Bid	Will be informed to bidders who are eligible for opening of financial bid,

	as per the eligibility/evaluation criteria mentioned in the RFT.
<b>Contact Details:</b>  Branch Manager: Mr. Sandip Vyas; Tel – 0591 2435244  Manager: Mr. Rajeev Kumar; Tel – 0591 2435246	
Address for Communication and submission of Bid.	Branch Manager, Moradabad  Branch  ECGC Limited,  Pandit Shankar Dutt Sharma Marg,  Civil Lines, Moradabad  Uttar Pradesh, PIN-244 001
All correspondence / queries relating to this RFT Document shall be sent to / through following email ID only	<a href="mailto:moradabad@eccgc.in">moradabad@eccgc.in</a>
Timeline to handover complete vacant possession of Premises	Within 30 days of issue of Letter of Intent.

**NOTE: Timelines are subject to change at the sole discretion of ECGC Ltd.**

## **Section - 2**

### **2. Disclaimer**

The information contained in this RFT Document or information provided subsequently to Bidder(s) in documentary form by or on behalf of ECGC, is provided to the Bidder(s) on the terms and conditions as set out in this RFT Document and all other terms and conditions subject to which such information is provided.

This RFT Document is neither an agreement nor an offer and is only an invitation by ECGC to the interested parties for submission of Bids. The purpose of this RFT Document is to provide the Bidder(s) with information to assist the formulation of their bids.

This RFT Document does not claim to contain all the information each Bidder may require. ECGC shall incur no liability under any law, statute, rules or regulations as to accuracy, reliability or completeness of this document. ECGC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFT Document.



ECGC reserves the right to reject any or all the bids received in response to this document at any stage without assigning any reason whatsoever. The decision of ECGC in this regard shall be final, conclusive and binding on all the parties. The information provided by the bidder in response to this document will become the property of ECGC and will not be returned. No contractual obligation whatsoever shall arise from the bidding process until a formal contract/service agreement is signed and executed by duly authorized representatives of ECGC with the selected Bidder.

## Section - 3

### 3. Instructions for Bidder(s)

#### 3.1. General Instructions

**3.1.1** Before bidding, the Bidder(s) are requested to visit the ECGC website <https://www.ecgc.in> and also carefully examine the Tender Document and the General Terms and Conditions of the Contract (TCC) contained therein, and if there appears to be any ambiguity or discrepancy between any terms of the Tender Document and the Contract, they should immediately refer the matter to ECGC for clarifications.

**3.1.2** The Bidders may submit their Technical and Financial bids in two separate envelopes superscribed as '**Technical Bids**' and '**Commercial Bids**'. These two envelopes are to be duly sealed and put in one bigger sealed NON-WINDOW envelope superscribed '**Proposal for Taking Premises on lease basis for Moradabad Branch of ECGC Ltd.**'

**3.1.3** The Bidder, for the purpose of making the Bid, shall complete in all respects, the form(s) annexed to the Tender Document, quote the prices and furnish the information/ documents, called for therein, and shall sign and put date on each of the

forms/documents in the space provided therein for the purpose.

The Bidder shall affix its initial on each page of the Bidding Document.

- 3.1.4** The Bid shall be signed by a person or persons duly authorized by the Bidder. In case of a body corporate, the Bid shall be signed by the officer(s) duly authorized by the body corporate with its common seal duly affixed. In case of a consortium, the Bid shall be signed by the officer(s) so authorized by each consortium member and the Bid shall be affixed with the common seals of each member of the consortium.
- 3.1.5** The Bid shall contain the address, Tel. No., and e-mail id of the Bidder, for the purposes of serving notices required to be given to the Bidder in connection with the Bid.
- 3.1.6** The Bidder shall submit the Part-I which is a Technical Bid as per the form provided under **Annexure- 1** and the same shall be enclosed in single sealed envelope superscribed as **“Part-I: Technical Offer for taking Premises on Lease Basis for Moradabad Branch of ECGC Ltd”**.
- 3.1.7** The Bidder shall submit the Part-II which is Price/Commercial Bid as per the form provided under **Annexure – 2** and the same shall

be enclosed in another sealed envelope superscribed as **“Part–  
II: Commercial Offer for taking Premises on Lease Basis for  
Moradabad Branch of ECGC Ltd.”**

- 3.1.8** The Bid form and the documents attached to it shall not be detached from one another and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the forms or documents attached thereto. Any alterations or changes to the entries in the attached documents shall only be made by a separate covering letter otherwise it shall not be entertained for the Bidding process.
- 3.1.9** The Bidder, irrespective of its participation in the bidding process, shall treat the details of the documents as privileged, secret and confidential.
- 3.1.10** Irrespective of the stage of the bidding process, ECGC reserves the right to re-issue the Tender Document at any time.
- 3.1.11** The Bidder should ensure that there are no cuttings, over-writings, and illegible or undecipherable figures to indicate their Bid. All such Bids may be disqualified on this ground alone. The decision of ECGC shall be final and binding on the Bidder. The Bidder

should ensure that ambiguous or unquantifiable costs/ amounts are not included in the Bid, which will disqualify the Bid.

- 3.1.12** Each Bidder can submit only one Technical and one Financial Bid each for one premises but can submit different proposals for different properties under separate bids.
- 3.1.13** Partial Bids will not be accepted and shall stand rejected. The Bidder(s) shall quote for the entire scope of work.
- 3.1.14** All rates and total amount will be written both in figures and in words and if there is any discrepancy between the two, the lowest amount will only be accepted.
- 3.1.15** No questions or items in the annexures shall be left blank or unanswered. Where you have no details or answers to be provided a 'No' or 'Nil' or 'Not Applicable' statement shall be made as appropriate. Forms with blank columns or unsigned forms will be summarily rejected.
- 3.1.16** Bids not confirming to the requirement of the RFT Document will be deemed non-compliant and thus ineligible for consideration by ECGC. However, ECGC reserves the right at its sole discretion, to waive any non-compliance with the RFT Document requirements at any time.

- 3.1.17** Bids must be received by ECGC at the address specified, no later than the date and time specified in the “Schedule of Events” in Invitation to Bid.
- 3.1.18** ECGC is not responsible for non-receipt of bids within the specified date due to any reason including postal delays or holidays.
- 3.1.19** Any Bid received after the deadline for submission of Bids prescribed, will be rejected and subsequently destroyed. No Bids shall be returned.
- 3.1.20** ECGC may, at its discretion, extend the deadline for submission of Bids by amending the appropriate terms and conditions in the Bid Document, in which case, all rights and obligations of ECGC and Bidders previously subject to the deadline will thereafter be subject to the extended deadline, which would also be advised to all the interested Bidders on ECGC’s website.
- 3.1.21** ECGC reserves the right to accept or reject any Bid or to cancel the Bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidder(s). All decisions made by ECGC are binding and final.

**3.1.22** ECGC reserves the right to verify the validity of bid information and reject any bid where the contents are found incorrect, whether partially or fully, at any time during the bidding process or even after the award of the contract.

**3.1.23** The bid is liable to be disqualified in the following cases:

- i. Bid not submitted in accordance with RFT Document and the prescribed format therein;
- ii. Bid received in an incomplete format;
- iii. Bid is not accompanied by all requisite documents or in a format not approved by ECGC;
- iv. Bid is received after the prescribed due date.

**3.1.24** The bids once submitted cannot be modified or altered.

### **3.2. Eligibility for Bidding:**

The Eligibility criterion and other requirements is as per Annexure1.

### **3.3. Rights of ECGC:**

- i. ECGC does not bind itself to accept the lowest quotation and reserves the right to reject any or all quotations received, without assigning any reason thereof.

- ii. While evaluating the Bid(s), ECGC further reserves the right to modify any requirement contained in the Tender Document without assigning any reason thereof.
- iii. In the event that multiple bidders submit identical financial quotations, their financial bids shall be ranked based on their technical qualifications.

#### **3.4. Queries:**

- i. The Bidder(s) having any doubt/ queries/ concerns with any clause of this document or selection process shall raise their concern within 3 days of release of the RFT Document in the format annexed at Annexure – 2. ECGC will not be liable to accept or provide any explanation towards any doubt/ concerns beyond the deadline of 3 days from the release of the RFT Document.
- ii. All queries shall be communicated only through the e-mail id provided, [moradabad@ecgc.in](mailto:moradabad@ecgc.in) in the format provided in Annexure - 2.



- iii. ECGC would issue clarifications/ amendments in writing via e-mail or on its website and the same will become part of the RFT Document.

### **3.5. Bidding process**

- 3.5.1. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged between the Bidder and the Company and supporting documents and printed literature shall be submitted in English.
- 3.5.2. The interested bidders should submit their Technical Bid & Financial Bids duly sealed separately and placed in a single larger, sealed NON-WINDOW envelope super-scribed only as **“Proposal/ Offer for taking commercial premises on Lease basis for Moradabad office of ECGC Ltd.”- Proposal and Eligibility Documents.** and before closing hours on the last date for submission of bids.
- 3.5.3. The Bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The envelope shall be addressed to ECGC at the said address given in Section 1.2; The envelopes shall contain completely filled documents in the following order:

### **Envelope - 1**

- (i) Annexure - 1: Details of Property as per eligibility / qualification criteria along with evidence/supporting documents.
- (ii) Annexure – 4: Acknowledgment.
- (iii) Annexure - 5: Declaration.

### **Envelope -2**

- (iv) Annexure – 3: Commercial Bid.
- (v) Annexure – 7: Bank Details.

3.5.4. Each envelope should clearly indicate the name and address of the Bidder on the cover.

3.5.5. If the envelope is not properly sealed and/or marked, ECGC will assume no responsibility for the misplacement or premature opening of the bid.

3.5.6. Prices are to be quoted in Indian Rupees only in the format specified at Annexure – 3.

3.5.7. Prices quoted should be exclusive of all Central / State Government levies, taxes (including Service Tax / GST).

### **3.6. Opening and evaluation of bids**

#### **3.6.1. Opening of Bids by ECGC**

3.6.1.1. ECGC reserves the right to open the Bids soon after the cutoff time and date specified in the RFT Document.

3.6.1.2. ECGC will examine the Bids to determine whether they are complete, whether the required formats have been adhered to, whether the documents have been properly signed, and that the Bids are generally in order.

3.6.1.3. Prior to the detailed evaluation, ECGC will determine the responsiveness of each Bid to the Bid Document. For purposes of these clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bid Document without any deviations.

3.6.1.4. Only those Bidders and Bids which have been found to be in conformity of the terms and conditions of RFT Document during the preliminary evaluation would be taken up by ECGC for further detailed evaluation.

3.6.1.5. Bidder(s) bidding in the process shall give as a part of the Bidding document a statement on their letter head, as per the format provided under Annexure - 4, that they have no objection with any clause of the Tender Document.

3.6.1.6. No Bidder shall contact ECGC on any matter relating to its Bid, from the time of opening of Financial Bid to the time the Contract is awarded.

3.6.1.7. Any effort by a Bidder to influence ECGC in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid and barring it from any future RFTs /RFPs/ contracts / business with ECGC.

**3.7. Cost of Bidding:**

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and ECGC will in no circumstances be responsible or liable for such costs, regardless of the conduct or outcome of the Bidding process.

## **Section – 4**

### **Award of Contract**

The Bidder who qualifies the technical round as per the scoring criterion mentioned in Annexure -1 and bids the lowest in financial round shall be awarded the Contract. However, ECGC will be under no obligation to accept the lowest or any bid received and will be entitled to reject any or all bids without assigning any reason whatsoever. ECGC will notify the successful Bidder in writing, by letter or by e-mail (Letter of Intent), that its Bid has been accepted. The notification of award shall constitute the formation of the offer to contract. The selected Bidder shall convey its acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within seven working days of receipt of the communication. In case, more than one firm bid at same price, their financial bids will be ranked based on their technical qualifications which will be at the sole discretion of ECGC. In case the selected Bidder fails to accept the award then the Bidder having the next lowest financial bid among the Bidder(s) (other than the Bidder who has failed to accept the award) will be considered for the award and so on. The successful Bidder will have to execute a Lease agreement within 30 (thirty) working days of

the award of Contract, which will be valid for the tenure as mentioned in this RFT Document. The draft of the Lease Agreement is annexed herein below as Annexure – 6. ECGC reserves the right to alter / vary / amend / modify all or any of the terms set out in the said draft Agreement before the same is signed.

## **Section – 5**

### **TERMS AND CONDITIONS OF CONTRACT (TCC)**

As stated in Draft Lease Agreement at Annexure 6.

## **Section – 6 (Annexures)**

1. Annexure 1: Eligibility criterion and other requirements
2. Annexure 2: Queries
3. Annexure 3: Financial Bid Format
4. Annexure 4: Acknowledgement
5. Annexure 5: Declaration
6. Annexure 6: Lease Agreement Format
7. Annexure 7: Bank Details
8. Annexure 8: Code of Integrity



## **Annexure – 1**

### **Eligibility Criterion and Other Requirements**

Following will be the conditions for participating in tender.

#### **1. Eligibility of person/bidder:**

- a. Absolute and Legal owner/s of the premises shall be eligible. (i.e. person/s, company, HUF, etc.)
- b. Power of attorney holder shall be eligible.

No brokerage will be paid in any form by ECGC.

#### **2. General requirements for office premises building, location, and similar aspects:**

The General requirements are mentioned in 'Parameter Description' as stated in Clause 4 of this Annexure.

#### **3. Lease Conditions:**

- a. Expected lease period – 10 years
- b. Expected lock-in period – 3 years

#### **4. Score card:**

The following is the scoring methodology which shall be followed for evaluating the tender responses:

<b>Sr. No.</b>	<b>Parameter Description</b>	<b>Maximum Marks</b>	<b>Criteria / Marks Break-up (Evidence to be submitted mandatorily)</b>	<b>Response by Bidder</b>	<b>Documents to be submitted if any</b>
<b>1</b>	Area and Floor of Office premises	N/A	2500 sq. ft. to 3500 sq. ft. contiguous area, preferably in approximate square or rectangular shape.  Note: <b>a.</b> Premises having Natural Light – maximum possible sunlight / natural light shall be preferable.		Site Plan/Layout
<b>2</b>	Location	25	Kanth Road upto Gaur Gracious– 25 marks  Delhi Road upto Lakri Circle– 20 marks  Any other location – 0 marks		
<b>3</b>	Age of building	15	Zero to 5 years – 15 marks		

			<p>More than 5 to 10 years- 12 marks</p> <p>More than 10 to 15 years – 9 marks</p> <p>More than 15 to 20 years- 6 marks</p> <p>Building older than 20 years – Disqualified from bidding.</p> <p>Building not well-maintained, clean, hygienic, and has termite infestation or similar pest issues- Disqualified from bidding.</p> <p>Building should ideally be occupied by corporate clients / PSUs / Banks / Financial Institutions.</p>		
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4	Lifts  For 1 <sup>st</sup> Floor and above, in case of no lifts,	10	2 or more lifts with overall capacity greater than 10, fully enclosed- 10  1 lift, capacity greater than 10, fully enclosed – 8 marks  1 lift, capacity between 5 and 10, fully enclosed – 6 marks  1 lift, capacity less than or equal to 4, fully enclosed – 4 marks  Premises at ground floor- 10 marks  In case there are no lifts for premises on 1st Floor and above, the bids will be disqualified.		Photogra
5	Toilets /  Provision for toilets	NA	This is a qualifying and mandatory condition.  Provision for minimum two		

			toilets (1 Gents and 1 Ladies separately) for dedicated use within the premises is mandatory.		
6	Barrier-free access for Divyangjan	NA	This is a qualifying and mandatory condition. The building must satisfy accessibility and barrier – free access guidelines as issued by the Government of India  ( <a href="https://disabilityaffairs.gov.in">https://disabilityaffairs.gov.in</a> and / or <a href="https://cpwd.gov.in">https://cpwd.gov.in</a> )		Photogra
7	Dedicated / Guaranteed / Reserved and covered Parking	15	4 or more parking for four-wheeler and 4 or more parking for two-wheeler – 15 marks  3 parking for four-wheeler and 3 and more parking for two-wheeler – 12 marks		

			<p>2 parking for four-wheeler and 2 and more parking for two-wheeler – 9 marks</p> <p>Less than 2 parking for four-wheeler – Disqualified from bid.</p>		
8	Generator backup for common areas	10	<p>Capacity more than 15 KVA - 10 marks</p> <p>Greater than 12 KVA but less than 15 KVA – 8 marks</p> <p>Greater than 9 KVA but less than 12 KVA – 6 marks</p> <p>Greater than 6 KVA but less than 9 KVA – 4 marks</p> <p>Less than 6 KVA hour – zero marks</p>		
9	Fire, Safety, Municipal, Local, State Government,	NA	This is a qualifying and mandatory condition.		Valid certificate from Fire Authority

	Central Government and Quasi Government / Regulatory / Statutory Compliances				
10	Clear, unencumbered title and possession of premises to be available to the owner, and right of way to properly access the premises, access to roof / parapet (if	NA	This is a qualifying and mandatory condition.		Copy of Occupat Certifica ownersh documen

	applicable) and ducts for network connectivity installations, permissions for installation of AC units, water supply, electricity, etc.				
11	Three-phase commercial power supply with at least 15 KW load.	NA	This is a qualifying and mandatory condition.		
12	24 hours water supply.	NA	This is a qualifying and mandatory condition.		



13	Documentary Proof of Ownership		Bid shall be submitted in the prescribed format only from the owner/power of attorney (POA) holders of the Premises along with documentary proof of ownership like Sale Deed, etc. with copy of POA (if applicable), GSTIN (if any), PAN needs to be submitted.		PoA/Ow Docume
14	Physical verification of all of the above as well as other features / fixtures / location / cabling /	10	The Physical Verification by ECGC officials shall decide the overall marking after visit to and evaluation of all premises.		

	infrastructure etc. by ECGC Officials				
15	Evaluation of value-added services, features, fixtures, infrastructure, existing occupants (banks / PSUs / corporate clients / Financial Institutions), unique propositions (if any), prestigious	15	The Physical Verification by ECGC officials shall decide the overall marking after visit to and evaluation of all premises, and also based on documentary evidences submitted.  Note: Any furniture, fixtures, cabling, features etc. which are already part of the premises, have to be as per ECGC requirements. Further, ECGC shall reserve the right to make appropriate changes without incurring any liability as to restoration of the same to condition as		

	building / location, floor orientation, preferential access to common areas, etc.		prevailed prior to occupation of premises. ECGC envisages a bare-shell premises which shall be built up by ECGC as per its requirements / plan. However, any value addition in this regard shall be considered for marking as per below score-card.		
16	Permission for interior works at the premises as per ECGC's requirement		This is qualifying and mandatory condition.		
17	Grand Total	100			

- Bidders scoring more than 60 out of 100 shall be considered as qualified at this stage of the tender.

- Commercial bids of bidders who have qualified as per scorecard above shall be opened for further processing.

**IMPORTANT:**

- a. The bidders are expected to provide a write-up including the above, with supporting documents, evidence, and any other salient points, unique propositions, value additions, location descriptions, pictures, etc. This shall act as a profile of the premises being offered and shall form an input for the Committee during its evaluation, and therefore it is expected that this document shall be comprehensive in nature.
- b. Carpet area measurements: The carpet area measurements shall be the area of the premises which is covered but excluding the following:
  - a) Wall and columns
  - b) Portico/canopy
  - c) Sanitary shafts/toilets
  - d) Stair cases
  - e) Bon Louvre
  - f) Lift walls
  - g) Air conditioning ducts
  - h) Balcony
  - i) Portion below the window sills

- j) Lofts
  - k) Parking space whether covered or not
  - l) Open terrace.
- c. One bidder may submit more than one valid bid for multiple premises, in separate and independent envelopes, but only one valid bid per premises per Bidder shall be allowed. Bidder must provide exact postal address so that uniqueness of valid bids can be determined. Multiple bids for same premises from same Bidder shall result in immediate disqualification of the Bidder from the bidding process with respect to that premises.

## Annexure –2

### Queries Format

<b>Sr No</b>	<b>Bidder Name</b>	<b>Page No. (tender Ref)</b>	<b>Clause (tender Ref)</b>	<b>Description in the tender (tender Ref)</b>	<b>Query</b>
<b>1</b>					
<b>2</b>					

Note: The queries may be communicated only through the e-mail id provided, i.e., [moradabad@ecgc.in](mailto:moradabad@ecgc.in). Responses of queries will be uploaded on ECGC website or emailed to concerned bidder. No queries will be accepted on telephone or through any means other than e-mail. The queries shall be sent in .xls/.xlsx format in the above mentioned proforma.

**Price / Financial Bid Format**

**PRICE/COMMERCIAL BID FOR Leasing of Premises for ECGC  
Moradabad Branch**

(Must be submitted in the **sealed envelope** as mentioned above)

NAME OF THE OWNER/POWER OF ATTORNEY HOLDER:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

WEB SITE: \_\_\_\_\_

**We submit our Price/commercial bid ( ) for the proposed assignment as under:**

<b>Sr. No.</b>	<b>Description</b>	<b>Amount in INR</b>
<b>1.</b>	<Name and address of Premises> -  <carpet area in square feet>  Per Square Feet Per Month Rate (In case of Quarterly / Half-Yearly / Annual or any other frequency, kindly specify)	
<b>2.</b>	Security Deposit	
<b>3.</b>	Total recurring lease amount per year for first year (excluding taxes)	
<b>4.</b>	Any other charges not included in Lease Amount (maintenance, cable laying / roof access, equipment installation, society charges, parking charges, lift / common area charges, etc.)	
<b>5.</b>	Total Lease and other charges for first year (3 + 4)	



7.	Projection of Total Lease Amount for subsequent years (in case of increase in rent amount, kindly specify the increase expected, and fill in increased amount):		
	Sr. No.	Year	Amount in INR
	1	Second	
	2	Third	
	3	Fourth	
	4	Fifth	
	5	Sixth	
	6	Seventh	
	7	Eighth	
	8	Ninth	
	9	Tenth	

**Terms and Conditions:**

- 1) The amount shall be exclusive of any taxes applicable.
- 2) ECGC will deduct tax (TDS) while releasing payment, if applicable as per the provisions of Income Tax Act, 1961 and all other applicable taxes, levies, cess etc.

3) ECGC reserves the right to negotiate with the successful bidder.

4) Fee should be quoted in INR and upto two decimal points only.

-----

Signature of the Authorized Signatory

Name:

Designation:

Contact no. (Mobile):

Email Id:

**Acknowledgement**

Date:

To,

ECGC Moradabad Branch Manager

ECGC Limited, Pandit Shankar Dutt Sharma Marg,

Civil Lines, Moradabad

Uttar Pradesh, PIN-244001

Dear Sir/Madam,

**Subject: Response to the Request for Tender for “Leasing of Premises for ECGC Moradabad Branch”**

1. Having examined the Request for Tender Document including Annexures thereof, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide the premises on lease to ECGC in accordance with the requirements as stated in the RFT Document within the cost stated in the Bid.
2. That the Commercial premises and the land on which the

same is constructed has clear marketable title and the same is free from all encumbrances, charges, court cases, litigation and is free from any kind of dispute of any nature, whatsoever.

3. To furnish no dues certificate/NOC from the concerned Society, for which the entire payment will be made by me/us.
4. If our Bid is accepted, we undertake to abide by all terms and conditions of this RFT Document.
5. We certify that we have provided all the information as requested by ECGC in the prescribed format.
6. We also understand that ECGC has the right to reject this Bid if ECGC finds that the required information is not provided or is provided in a different format not suitable for evaluation process for any other reason as it deems fit. ECGC's decision shall be final and binding on us.
7. We agree that ECGC reserves the right to amend, rescind or reissue this RFT Document and all amendments any time during the tendering process.
8. We agree that we have no objection with any of the clauses and bidding process of this Tender Document and a copy of entire Tender Document duly signed and stamped on each

page as a token of acceptance is attached.

.....

Name & Signature of the authorized Signatory

Name:

Contact No (Mobile):

Email ID:

Correspondence Address:

**घोषणा**

**Declaration**

मैं/हम उपरोक्त सूचना हमारे सर्वोत्तम जानकारी के अनुसार सही है।

I / We state that the above-mentioned information is true and correct to the best of our knowledge.

हम एतदद्वारा सहमत एवं वचनबद्ध हैं कि हमने प्रत्यक्ष अथवा किसी अन्य व्यक्ति अथवा फर्म के जरिए, किसी भी प्रकार का लाभ प्राप्त करने के उद्देश्य से, ईसीजीसी के किसी कर्मचारी जो कि बोली/प्रस्ताव की प्रक्रिया एवं/अथवा अनुमोदन में शामिल है को अथवा किसी तीसरे पक्ष को, प्रस्ताव के पूर्व अथवा प्रक्रिया के दौरान अथवा प्रक्रिया के बाद एवं/अथवा हमारे प्रस्ताव/बोली के अनुमोदन के बाद, कोई भी ऐसी वस्तु अथवा अन्य कोई लाभ, जिसके लिए वह कानूनी रूप से हकदार नहीं है, प्रदान करने की पेशकश, वादा अथवा प्रदान नहीं किया है न ही हम पेशकश, वादा अथवा प्रदान करेंगे।

We hereby agree and undertake that we have not directly or through any other person or firm offered, promised or given nor shall we offer, promise or give, to any employee of ECGC involved in the processing and/or approval of our proposal/bid or to any third person any material or any other benefit which he/she is not legally entitled to, in order to obtain in exchange advantage of any kind whatsoever, before or during or after the processing and/or approval of our proposal/bid."

स्थान :

Place: Moradabad

मोहर के साथ हस्ताक्षर

Signature with Seal

दिनांक /Date:

**DRAFT LEASE DEED**

THIS INDENTURE OF LEASE made at \_\_\_\_\_ on the <sup>th</sup> the day of \_\_\_\_\_, 2024.

**BETWEEN**

(1) .....S/O ....., aged..... years, Occupation: .....(hereinafter referred to as “**THE LESSOR**”, which expression where the context so permits shall include all the co-partners and each of their respective legal heirs, successors, legal representatives, administrators, permitted assignees and executors) of the **FIRST PART**.

**AND**

**ECGC Ltd.**, A Govt of India Enterprise, having its registered office at ECGC Bhawan, CTS 393, 393/1 – 45, MV Road, Andheri East, Mumbai- 400069, represented by Shri ....., it's Regional Manager and authorized signatory through General Power of Attorney dated \_\_\_\_\_ (hereinafter called “**THE LESSEE**”, which expression where the context so permits shall include



its executors, successors in interest and successors in title of the **OTHER PART.**

**WHEREAS:**

- a. The Lessor is the lawful owner absolutely seized and possessed of the office space measuring .....at .....(hereinafter referred to as the 'DEMISED PREMISES').
- b. The LESSOR has represented and hereby declares that the LESSOR has every right, full power and absolute authority being the landlord and the absolute owner of the said DEMISED PREMISES to execute the present indenture and to grant lease in respect of the said DEMISED PREMISES in favour of the LESSEE.
- c. The LESSOR further declares that he is authorized to lease the DEMISED PREMISES for commercial purpose and there is no violation of law, regulation, rule or order which may prevent, interrupt or restrict the use or occupation of the DEMISED PREMISES by the LESSEE.
- d. The LESSEE floated Request For Tender having reference: ..... Dated .....and the LESSOR has become the successful bidder in the said Tender process.

- e. The LESSOR has agreed with the LESSEE to offer on lease the 'Demised Premises' together with easements, liberties, appendages and appurtenant thereto belonging, for a period of 10 years with effect from ..... till ..... with lock in period of 3 years subject to the covenants conditions and stipulations hereinafter in these present, expressed and contained.
- f. And relying on the representations made by the LESSOR, the LESSEE has agreed to the tenure of Lease period and rate of rent to be paid by the LESSEE to the LESSOR;
- g. The parties are desirous of recording the terms and conditions agreed upon by and between them as follows:

NOW THIS DEED WITNESSETH as under:

1. That the Lessor hereby demises unto the Lessee ALL THAT the said area measuring .....TOGETHER WITH the absolute and unobstructed right for the Lessee and its employees and authorised agents/guests to use in common with the other tenants and other occupants of the building at all times during the said terms of lease hereby created, and extended terms, for all purposes for a period of 10(Ten) consecutive years commencing

from .....to ....., with a lock-in period of 3 years commencing from ..... but subject to further renewals or earlier determination thereof as hereinafter provided and on terms and conditions hereinafter contained.

2. The monthly lease amount payable by the LESSEE to the LESSOR shall be Rs. ....(Rupees .....only) and monthly maintenance charges of Rs. ..../- (Rupees .....only) or on actual basis to the Society or LESSOR, as the case may be. Taxes such as Municipal Taxes, ground rent, property tax and/or other impositions, if any are to be paid by the LESSOR.

PROVIDED ALWAYS that the GST, if any, shall be borne and paid by the LESSEE to the LESSOR who in turn shall promptly and without fail pay the same to the Concerned Authorities.

3. The Lessor shall raise a separate invoice on the Lessee for each month and the same will be paid/reimbursed by the Lessee on monthly basis to the Lessor. This lease rent shall be payable after deducting Income-Tax at Source (TDS) in accordance with the provisions of the Income Tax Act, 1961. This lease rent will be

payable on or before the 10<sup>th</sup> calendar day of every English calendar month.

4. That the Lessee shall deposit and keep such amount deposited with the Lessor, an interest free security deposit of amount equivalent to three month's Lease rent, i.e. equal to Rs.....- (Rupees .....only) during the period of the lease.
5. Besides the said Demised Premises, the LESSEE shall also be entitled to use ..... car parking and ..... two- wheeler parking available along-with/ attached to the said Demised Premises for parking its motor cars / two wheelers at no extra cost during the period of validity of this lease deed.

6. REPRESENTATIONS, UNDERTAKINGS, COVENANTS AND OBLIGATIONS:

**A. The Lessee hereby covenants with the Lessor as follows:**

- I. To pay for all electricity consumed in the said demised premises along-with lease rent and maintenance, in accordance with the sub-meter readings as shown by separate sub-meters installed in respect of said premises.

- II. To use the said premises or any part thereof for its office and related purpose connected with carrying on thereof such as canteens, recreation club for employees, stores and other purposes and other associates/subsidiaries of the Lessee, and for purposes of the Lessee's activities. In accordance with all rules, regulations and Bye laws of the Municipal Corporation of Moradabad or any other relevant body or authority to exhibit, its sign boards illuminated or otherwise and other advertisements only at such places on the said demised premises as the Lessee may deem fit without the payment of any charges for the same to the Lessor.
- III. Not to permit or suffer to be done anything in or upon the said premises or any part thereon which may become a nuisance, annoyance or damage to the Lessor or their respective tenants or occupiers of the remaining portion of the building or of the adjoining premises.
- IV. The LESSEE shall attend to and carry out all minor repairs within the said DEMISED PREMISES during the said term and to keep the same in good and tenantable condition. The LESSEE shall have a right to make such in-house alterations and additions or improvements to the said DEMISED PREMISES by way of wooden or other partitions, false ceilings and/or other temporary structure, suitable to the LESSEES'S

requirements or in order to enable it to conduct its office efficiently and economically without any prior permission from the Lessor.

- V. Subject to what is stated hereinbefore, not to assign, subject or grant license to use or part with the possession of the said demised premises of any part hereof without the previous written consent of the Lessor.
- VI. The LESSEE shall be in exclusive possession and enjoyment of the DEMISED PREMISES and to permit the Lessor and its authorized agents with or without the workmen and others at all reasonable times of the day with prior appointment sought previously in writing to enter upon the said demised premises and to view the state or condition thereof or any works, acts and things required in pursuance of the provisions of the Municipal Corporation. Provided 48 hours' notice/prior appointment for inspection of the said DEMISED PREMISES shall be previously served by the LESSOR on the LESSEE.
- VII. To repair at its own cost and expense any damage to the said demised premises caused by any act or default on the part of the Lessee, its servants, agents or visitors or by reason of any breach of the Lessee's covenants herein contained not arising from normal wear and tear or from daily use.

- VIII. Not to store in the said demised premises or any part thereof any bales or machinery or any goods or materials or machines, gun-powder, kerosene oil, wines, spirits or any liquified gas, other goods of combustible or explosive nature, provided that nothing contained in this sub-clause shall apply to the storage of kerosene, candles, electrical heaters or any other heating devices for pantry purposes and lanterns kept for day-to-day use and mechanical or electrical office appliances, safes, cup-boards and other furniture or samples.
- IX. Not to do or permit or suffer to be done anything whereby the policy or policies of insurance on the building or on the said demised premises against damage by fire may become void or voidable or whereby the premium thereon may be increased.
- X. LESSEE shall also be entitled to install an MPLS or such other alternative communication device on the terrace / parapet of the building at no extra cost/charges subject to rules and regulations of the society/Association.
- XI. The LESSEE will, at the expiration of the said term or any extension thereof, peacefully and quietly yield and deliver up possession of the said DEMISED PREMISES to the LESSOR normal wear and tear,

damage by earthquake, cyclone, tempest, flood, violence of any army or mob or other irresistible force or Act of God excepted.

- XII. The LESSEE, its employees, servants, agents, clients, customers, invitees, and visitors shall be entitled to use in common with the occupiers of the said building and all other persons authorized by the LESSOR the entrances, doorways, lift leading to and from the DEMISED PREMISES for the purpose of ingress thereto and egress therefrom and other common areas of the said building.

**B. The LESSOR hereby covenants with the LESSEE as follows:**

- I. The Lessor shall be liable to pay and discharge at all times all Municipal Tax, property tax and other rates and taxes, of the said Demised Premises or the building and keep the Lessee free and indemnified at all times.
- II. The maintenance of the DEMISED PREMISES and proper usage of the common services of the building is the obligation of the Lessor. The Lessor shall take all reasonable, possible and probable steps to see that the maintenance is proper.



- III. The LESSOR is required to get the demised premises insured against all types of damages due to various causes during the entire period of lease agreement.
- IV. That the LESSOR shall ensure that the Lessee paying the rent hereby, observing and performing the several covenants and stipulations herein before on its part contained shall peacefully hold and enjoy the said demised premises without any disturbances and/ or interruption by the Lessor or any person lawfully claiming under him.
- V. Not to construct any structure or put any construction on any part of the said demised premises, except on mutually agreed terms and conditions, subject however that the permission shall not be unreasonably withheld.
- VI. That the Lessor shall permit the Lessee to make, improvise, construct and install or put up any or all such gates, frames, windows, counters, all types of fittings, fixtures, articles, desks, grills, lockers, vaults computer equipment and fire-fighting equipment and other items and all other paraphernalia as the Lessee may in its business or other activities provided always that nothing shall be done or caused to be done in terms of this clause, without the prior written permissions of all applicable authorities, statutory or otherwise, if such permissions are

mandated by law and for which the Lessor will render all assistance. PROVIDED always that the Lessee shall not carry out or cause to be done any permanent structural alterations in the Demised Premises under this deed, without the prior written permission of the Lessor and all applicable authorities.

- VII. That the Lessor shall permit the Lessee to employ and maintain staff, employees, official guards, watchmen and other such personnel which may be required for day to day running of its business/establishment in the said demised premises at all hours.
- VIII. That, the LESSOR shall ensure that the DEMISED PREMISES has independent electricity connection(s), with separate meter, of sufficient load to enable the LESSEE to run and operate all its office equipment, air conditioners (of such tonnage as if the whole of the demised premises was to be cooled/ heated with air conditioners only) and lights for the office;
- IX. That, the LESSOR shall provide running water to the DEMISED PREMISES at their own cost in such quantity as may be required by the LESSEE;
- X. That, the LESSOR shall carry out at their expenses all major and structural repairs such as repairs to the wall timbers, sewers, drains,

water pipes, electric cables and to keep the demised premises in a good and tenantable condition. It is further covenanted that painting, distempering and white-washing of the external walls and common areas walls shall be done by the LESSOR once in every \_\_\_\_\_ years. In the event of failure on the part of the LESSOR in the discharge of his duties, the LESSEE shall be within their right to get these jobs carried out by giving notice to the LESSOR and recover the expenses so incurred out of the monthly rent payable to the LESSOR;

- XI. That, the LESSOR shall indemnify and hold the LESSEE harmless from and against any and all liability, damage, expense and causes of action arising from injury during the term of the lease deed to person or property, occasioned by any act or omission of the LESSOR or his agents, employees, or invitees.

**C. Provided and it is hereby agreed by and between the LESSOR and LESSEE as follows:**

- I. The present lease amount agreed to herein is fixed for-----  
years. Beginning in the ----- year and each year thereafter, the rent will be increased by \_\_\_\_\_% of the rent amount for the preceding year. Subject to mutual agreement and terms between the

parties, the lease shall be renewable after expiry of the current lease term.

II. SALE/TRANSFER OF THE DEMISED PREMISES: That if the Lessor at any time during the period of this lease or extended period thereof sells/or transfers its right in the said demised premises as a whole or in any part of parts thereof to any one person or more than one person or any company or partnership firm or any other entity then in that event Lessor shall require the purchaser(s) or transferee(s) to recognize and be bound by all the terms and provisions of this lease deed and such sale/ transfer will be subject to this lease deed and shall provide advance information in that regard to the LESSEE. Also, a letter shall be issued by the prospective new landlord in favour of the Lessee confirming that the terms herein agreed to shall be binding on the new landlord/ LESSOR and he/she shall also acknowledge the advance/security deposit paid by the Lessee to the Lessor whose benefit shall be transferred to the new Lessor and all adjustments shall be in accordance with this lease deed.

III. INDEMNITY: Each Party shall fully indemnify and keep indemnified the other from and against all direct claims, actions, liabilities, losses, damages, injuries, costs and expenses (including reasonable

attorneys' fees) in connection with any third party claims resulting from, arising out of, or in any way connected with:

- i. any breach of this Deed;
- ii. the negligent or willful acts or omissions of such Party, its agents, servants, employees or sub-contractors; or
- iii. any representation or warranty given by either party being found to be false or misleading.

IV. If the said DEMISED PREMISES at any time during the said term or any extension thereof be damaged, destroyed or rendered uninhabitable by fire, earthquake, cyclone, tempest, flood, violence of any army, mob or other irresistible force or Act of God and be not caused by the acts or neglect or default of the LESSEE then in such case it shall be optional with the LESSEE to determine the Lease or to retain occupation if the LESSEE so desires provided however, in the event of the LESSEE desiring to retain occupation it shall be without any diminution of the rent hereby reserved.

V. That no suit, proceedings or any litigation concerning or touching the said DEMISED PREMISES or any part thereof is pending before any court or arbitrators or quasi-judicial or judicial or any other authority.

There is no notice received for any proposed / threatened litigation relating to the DEMISED PREMISES or any part thereof.

VI. That it shall be optional for the LESSORS and/or LESSEE to mutually negotiate further extension/renewal of the Lease at the expiry of the lease period on such terms and conditions as may be mutually agreed between the Parties.

VI. FORCE MAJEURE: If at any time during the term of the Lease Period, the Leased Premises or any part thereof is destroyed or damaged by tempest, earthquake, flood, enemy war, insurrection or riots, pandemic, civil commotion, Act of God or other irresistible force or due to any terrorist activity (each such event is hereinafter referred to as an “Event of Force Majeure”) so as the Leased Premises is rendered unfit for occupation and use as contemplated hereby due to any cause not attributable, directly or indirectly, to the Lessee or the Lessor, then in that event, the Lessee has the option to require that the payment of the Lease Rent to the Lessor be suspended until the Leased Premises is again rendered fit for use by the Lessee as contemplated hereby. Each of the Parties agree to give written notice forthwith to the other Party, upon becoming aware of an Event of Force Majeure that prevents such

Party from performing its obligations under this Deed, which notice shall contain details of the circumstances giving rise to the Event of Force Majeure. The Lessor shall, within a reasonable period at its own costs and expense, restore and reinstate the Leased Premises so as to render the same fit for use and occupation by the Lessee for the purpose and in accordance with the terms of this Deed.

**1. TERMINATION:**

- a. That the Lessee shall have the option to terminate this lease at any time by giving \_one month's notice in writing to the Lessor. In such event, the security deposit shall be refunded to the Lessee in full before the end of the term of this Lease Deed or such Termination whichever is earlier.
- b.** Notwithstanding the Lock-in Period and/or the Lock in Period contained in this Deed, in case of an Event of Force Majeure either Party shall have the option to terminate and cancel this Deed by giving to the other Party, fifteen(15) days' notice in writing, and in such event, the Lessor shall refund to the Lessee, by pay order, the amount of advance Lease Rent, to the extent of the period of non-use, Security Deposit and/or any other amounts due to the Lessee against the Lessee paying water and

electricity charges for the last month during which the Lessee was in use and occupation of the Leased Premises.

3. ENTIRE UNDERSTANDING: The Lessor, and Lessee hereto acknowledge that this Lease supersedes all prior communications between the Parties including all oral or written proposals. Any variation, waiver, additions, modifications or any amendment of this lease between the parties shall be valid and binding on either Party if in writing and signed by the persons authorized by both the parties.

4. INVALIDITY AND UNENFORCEABILITY: If any part of this Lease Deed or any provision thereof is found to be invalid or unenforceable by any Court or other competent body, such invalidity or unenforceability shall not affect the other provisions and/or the remainder of such provision of this lease deed and such other provisions and/or unaffected portion of such provision shall remain in full force and effect. The invalidity or unenforceability of any provisions of this lease shall not affect the validity, legality or enforceability of the remainder of this lease.

5. AMENDMENT: The LESSOR does not agree to any proposed addition, alteration, or deletion of any part of this lease deed by the LESSEE unless



agreed to in writing by the parties. Any other statement of LESSEE shall not alter, add to, or otherwise affect these terms and conditions.

6.WAIVER: Any waiver of any provision of this lease deed will remain ineffective unless made in writing and agreed. Failure of either party to enforce at any time any of the provisions of lease deed must not be interpreted as a waiver of such provision and shall not prevent subsequent enforcement of such term or conditions.7. SUPERSEDING AND BINDING AGREEMENT: This Deed supersedes all previous communications, letters, writings, emails, agreements and understandings. The provisions of this Deed shall be binding upon and shall inure to the benefit of the Parties.

9. SURVIVAL OF OBLIGATIONS: The obligations relating to outstanding payments, undertakings, indemnities and refund of deposit subject to deductions if any, contained herein shall survive the termination or earlier determination of this lease deed.

c. STAMP DUTY AND REGISTRATION: That the cost of execution and registration of this lease deed shall be borne equally by the LESSOR and the LESSEE.

- d. NOTICES:** That any notice required to be served upon the Lessee shall be by way of a registered A.D post or shall be hand delivered and duly acknowledged by the Lessee on the addresses mentioned overleaf. That any notice which may be required to serve upon the Lessor shall be considered sufficiently served and given, if sent by registered A.D post or speed post or hand delivered and duly acknowledged by the Lessor.
- e. GOVERNING LAW:** The validity, construction and performance of this lease deed shall be governed by and construed in accordance with the laws of India applicable to contracts made and to be wholly performed within India, without giving effect to its conflict of laws and provisions thereof.
- f. JURISDICTION:** All disputes or differences of any nature whatsoever regarding this lease deed is within the jurisdiction of Moradabad Courts only.
- g. COUNTERPARTS:** The Lease deed shall be made in Duplicate and the Original shall be retained by the LESSEE and the Duplicate shall be retained by the LESSOR.

Both LESSOR and LESSEE shall sign such further and other documents, cause such meetings to be held, resolutions passed and do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this LEASE DEED and every part thereof.

IN WITNESS WHERE OF THE PARTIES HERETO HAVE HEREINTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS, THE DAY, THE MONTH AND THE YEAR FIRST HEAREINABOVE WRITTEN.

SIGNED AND DELIVERED BY

The above named and owner

LESSOR

SIGNED AND DELIVERED for

And on behalf of the within named

ECGC LTD

Through its Authorized signatory

in the presence of WITNESSES:

1) Signature

Name

Address

2) Signature

Name

Address

**SCHEDULE AS PER THE INDIAN REGISTRATION ACT**

**Bank Details**

<b>Sr No</b>	<b>Description</b>	<b>Details</b>
<b>1</b>	Name of the Bank	
<b>2</b>	Address of the Bank	
<b>3</b>	Bank Branch IFSC Code	
<b>4</b>	Bank Account Number	
<b>5</b>	Type of Account	

.....

Signature of the authorized Signatory

Name

Designation

Contact No (Mobile)

Email Id

**CODE OF INTEGRITY**

**DECLARATION**

I/We.....\_\_\_\_\_ (name of the Bidder and complete address in full be mentioned), hereby solemnly affirm and declare that I have been authorized by the Co/Firm to sign the bids. I, hereby declare and certify, on behalf of the Co/Firm, that we have accepted all the terms and conditions mentioned in the ----- and we shall abide by all the terms & conditions of the Contract.

I/ We hereby agree and undertake that we have not directly or through any other person or firm offered, promised or given nor shall we offer, promise or give, to any employee of ECGC involved in the processing and/or approval of our proposal/offer/bid/tender/contract or to any third person any material or any other benefit which he/she is not legally entitled to, in order to obtain in exchange advantage of any kind whatsoever, before or during or after the processing and/or approval of our proposal/offer/bid/tender/contract.

I/we further declare that in relation to my/our Bid submitted to ECGC, in response to **Mbd/T/01/2024-25** I/we.....hereby undertake that I/we shall abide by the Code of Integrity and make disclosure as to any Conflict of Interest at all times, and understand that any breach of the Code of Integrity will render me/us liable to be removed from the list of registered Bidders, and would also subject me/us to other punitive and penal action such as cancellation of contracts, banning, debarring and blacklisting or action in the Court of Law, and so on.

Signature of Authorized Signatory of the Bidder with Seal & Stamp

Date:

Place:

Name:

Designation:

Address:

\*\*\*\*\* End of Document \*\*\*\*\*