

REQUEST FOR PROPOSAL (RFP)

Invited for

**Selection of agencies for execution of
“EVENT MANAGEMENT SERVICES” at
Dr. Ambedkar International Centre, 15, Janpath,
New Delhi -110001 on behalf of BECIL**

RFP No. BECIL/PROJ/BBP/DAIC/EM/25-26/01

Dated:23.10.2025

Issued By-

Mr. Bipin B. Pandey, DGM

 <p>BECIL बेसिल</p>	<p>Broadcast Engineering Consultants India Limited (A Government of India Enterprise) CIN No.: U32301UP1995GOI017744</p> <p>Head Office: 14-B Ring Road, IP Estate, New Delhi- 110002 Tel: 011 23378823, Fax: 01123379885</p> <p>Corporate Office: BECIL Bhawan, C-56/ A-17, Sector-62, Noida-201307 Tel: 0120 4177850, Fax: 0120 4177879</p> <p>Website: www.becil.com</p>	 <p>CELEBRATING 1995 30 2025 Years of Excellence</p>
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DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of BECIL or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP is not an agreement and is neither an offer nor invitation by BECIL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their offers (Bids) pursuant to this RFP. This RFP 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. This RFP may not be appropriate for all persons, and it is not possible for BECIL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. Each Bidder should, therefore, conduct its own investigations, actual site/ facilities/location inspections and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BECIL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. BECIL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage. BECIL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. BECIL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that BECIL is bound to select a Bidder or to appoint the Selected Bidder for the Project and BECIL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Bidder shall bear all its 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 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 or submission of the Bid, regardless of the conduct or outcome of the Bidding Process. In case of any rejection/cancellation, no bidder has any right to claim any compensation or reimbursement to cost. Participation in RFP does not guarantee selection of bidder.

Schedule of Events

S. N	ACTIVITY	SCHEDULED DATE & TIME
1.	RFP Number	BECIL/PROJ/BBP/DAIC/EM/25-26/01
2.	Date of Issue of RFP	23.10.2025
3.	Date of Pre-bid meeting	31.10.2025, 12.30PM
4.	Venue of Pre-bid Meeting	C-56A/17, Sector-62, Noida-201307
3.	Last date and Time for Submission of bids	12 th November @ 10:00 AM
4	Availability of Document	https://www.becil.com;
7.	RFP document Fee (Form Fee) (Non- Refundable)	INR 15,000/- (incl GST) Form Fees (non-transferrable & non-refundable) payable through online e-Portal
9.	Estimated bid value	9 crores
10.	EMD/ Bid Security	INR 27 Lakhs through online payment or Bank Guarantee from a scheduled bank in India and payable at DELHI in favor of "Broadcast Engineering Consultants India Ltd."
11.	Address for Communication of bids	BECIL Bhawan, C-56 / A -17, Sector – 62, Noida – 201307.
12.	Contact details for this EOI	Sh. Bipin B. Pandey, DGM Tele- 0120-4177850 Email-bipin.pandey@becil.com

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ABOUT BECIL

Broadcast Engineering Consultants India Limited (BECIL), an ISO 9001:2015, 27001:2013, ISO/IEC 2000:2012 certified Mini Ratna Central Public Sector Enterprise (CPSI) was incorporated on 24th March, 1995 under the Companies Act, 2013 (erstwhile the Companies Act, 1956) by Government of India with 100% equity share capital of BECIL held by President of India through Secretary and Joint Secretary of Ministry of Information & Broadcasting.

The Company was initially set up for providing project consultancy services and turnkey solutions encompassing the entire gamut of radio and television broadcast engineering, establishment of transmission facilities, content production facilities, terrestrial, satellite and cable broadcasting in India and abroad. The company has diversified into the fields of Strategic Projects such as Information Communication Technology, Electronic Surveillance (namely CCTV, Access Control, Intrusion, Fire Safety, Hydrants, etc.). Electronic Media contents including films, Sentinel Analytics, Counter Drones/UAV etc. The activities include, but are not limited to Supply, Installation, Testing & Commissioning, Consultancy Services, Technical Audit, Media Analysis, R&D, projects pertaining to Digital India, City Surveillance, Safe City, Smart City, Make in India, Manufacturing, Audio Video & Data Analysis, Cyber Security, Engineering, Procurement & Construction, Project Management Services, Operation and Maintenance, Manpower Placement, AMC and providing total turnkey project for critical information infrastructure.

BECIL has its Head Office in New Delhi, Corporate Office in Noida and Regional Office in Bangalore and Kolkata. BECIL is exploring geographical expansion in many states due to diversification in business portfolios.

Over the years, BECIL has consciously groomed and developed a team of in-house, versatile and dedicated engineers and also cultivated and harnessed a vast reservoir of professionals drawn from various fields of Broadcasting Industry, which include public and private Broadcasters, Defence and Cable Industry. Through this network of resourceful technical professionals, BECIL has established its pan India presence to serve the needs of the industry.

**Invitation of Bids for Selection of agencies for execution of “Event Management SERVICES”
at Dr. Ambedkar International Centre, 15, Janpath, New Delhi -110001 on behalf of BECIL**

Request for Proposal BECIL/PROJ/BBP/DAIC/EM/25-26/01 Dated: 23.10.2025

1. Online bids are invited for providing equipment/services listed in Part II of this RFP and submission of the bids will be online only on **CPPP**. Manual bids shall not be accepted. Tender document can be viewed and downloaded from <https://www.becil.com> and <https://etenders.gov.in/e procure/app>.
2. Address and contact number for sending Bids or seeking clarifications regarding this RFP are given below: -
Bipin Bihari Pandeyq
DGM (IT & Media)
Broadcast Engineering Consultants India Ltd.
C-56 A/17, Sector -62, Noida 201 307
Tel: 0120-4177850 Fax: 0120-4177879
E-mail: bipin.pandey@becil.com
3. This RFP is divided into Six Parts as follows:
 - 3.1. **Part I** – Contains General Information and Eligibility and Evaluation Criteria for Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
 - 3.2. **Part II** – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
 - 3.3. **Part III** – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
 - 3.4. **Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
 - 3.5. **Part V** – Contains Annexures.
4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

Part- I
General Information,
Eligibility Criteria and Evaluation Criteria

1. Last date and time for submitting the Bids: 12-11-2025 @ 10:00 AM

The online bids should be submitted by the due date and time. The responsibility to ensure this lies with the Bidder.

2. Manner of submitting the Bids: Online bids should be submitted in the manner prescribed in the relevant e-Procurement Portal. A brief description is given at Para 33 of this RFP. However, Bidder is solely responsible to ensure all prerequisites of online bidding on CPPP before bidding.

3. Time and date for opening of Bids: 12-11-2025 @ 12:30 PM

(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

4. Place of opening of the Bids:

The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. This event will not be postponed due to non-presence of any bidder's representative. The final outcome of Technical & Financial Evaluation shall also be updated on online bidding portal.

5. Two-Bid system: In case of the Two-bid system, only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer. Throughout the RFP Documents, the term "Bid", "Tender" and "Offer" are synonyms and have been used interchangeably.

6. Submission of Bids & Authorised Signatory: Bids should be submitted online by Bidders under their Digital Signature. The authorised signatory to the bid and/or any documents thereof, shall be the director(s)/Board of Directors or their representative duly authorised vide Power of Attorney signed by the Director(s)/Board of Director of the bidder company

7. Clarification regarding contents of the RFP: Pre bid meeting is scheduled on 31.10.2025 at 12.30 hrs. The bidders have to submit their queries in writing at least by 1500 hrs on the previous day of the scheduled date of Pre Bid meeting. All the queries received on or before the stipulated date shall be considered as agenda of the Prebid meeting. The clarification thereof shall be published by the buyer after the Prebid meeting. No queries shall be entertained after the due date and time of receipt of Pre-Bid queries as mentioned above.

- 8. Modification and Withdrawal of Bids:** No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn after the submission of bids till the evaluation of the bids are completed or till the validity period of the bid, whichever is earlier.. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
- 9. Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification on their bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. However, Buyer also reserves the right to call for additional information from the bidders. No post-bid clarification on the initiative of the bidder will be entertained.
- 10.** BECIL reserves the right to solicit additional information from Bidders to evaluate the bids. Additional information may include, but not limited to, past performance records of bidders, Proven Track Records of OEMs quoted by the bidder, detailed presentation on approach & Methodology or any other pertinent information as deemed necessary by the evaluation committee during evaluation of the bids. It will be bidder's responsibility to check for updated information on BECIL's website www.becil.com or relevant portal as specified in the RFP (if any).
- 11. Addendum/ Amendment to the RFP**
At any time prior to the deadline for the submission of the Bids by the Bidders, BECIL, i.e. the buyer shall have the discretion to amend the RFP at its own initiative or in subsequence to a clarification sought by the prospective Bidder. The Amendment / Addendum shall form an integral part of the RFP and shall be binding on all the prospective bidders.
- 12. Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
- 13. Validity of Bids:** The Bids should remain valid for **90 days** from the last date of submission of the Bids. Bidder to give the undertaking as per Annexure- I.
- 14. Language of the Bid:** That the Bid and all correspondences and communication in connection with this Bid shall be in English language. The supporting documents to be submitted by the Bidder may be in another language provided they are accompanied by a certified translation. However, BECIL may also translate the documents on its own to avert the possibility of any irregularity and ambiguity.

15. Earnest Money Deposit:

- 15.1. Bidders are required to submit Earnest Money Deposit (EMD) for amount of INR 27 lakhs along with their bids. The EMD may be submitted in the form of a Fixed Deposit Receipt, or Bank Guarantee from any of the Commercial Bank or online payment in acceptable form. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 45th day after the award of the contract under the RFP. The EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security/PBG from them as called for in the LOA/ WO/ Contract.
- 15.2. That the Earnest money deposit has been sought with an intent to protect the interests of M/s BECIL against the conduct of the Bidder which shall warrant the forfeiture of the earnest money deposit.
- 15.3. That any Bid not secured in accordance with Earnest Money Deposit will be rejected by BECIL by virtue of being un-responsive.
- 15.4. Exemption to Start-ups and MSMEs shall be given as per GoI guidelines. Exempted firms must submit Bid Securing Declaration as per Annexure F In lieu of Bid Security (i.e. EMD) along with valid registration certificate (for tendered item mentioned in this RFP), else bids shall be rejected.
- 15.5. Notwithstanding anything contained in the RFP, the Earnest money deposit may be forfeited by BECIL in the following circumstances:-
 - 15.5.1. If a Bidder withdraws their bid during the validity period.
 - 15.5.2. If the Bidder is found indulgent in fraudulent, collusive, unlawful, unethical or coercive practice.
 - 15.5.3. 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.
 - 15.5.4. If a bidder submits any false or fabricated documents.
 - 15.5.5. In the case of successful Bidder, if the Bidder fails to sign the contract or accept work/ purchase/ supply orders.
 - 15.5.6. In case if the Bidder fails to furnish the Performance bank guarantee/ security within specified time without any valid reason.

15.6. Special Instructions to contractors/Bidders for e-submission of bids online through e-procurement Portals may be adhered to. The details of the Earnest Money Deposit (EMD), documents submitted physically to the buyer and the scanned copies furnished at the time of bid submission online should be same otherwise the Tender will be summarily rejected.

15.7. The EMD instruments and certificates/documents etc. should be dropped in either Tender Box Marked/ Superscribed Title, RFP number and date of opening of the Bids and other relevant details or sent by registered post at the address given above so as to reach on or before the due date and time of submission of bid.

15.8. Bank details for provisioning of EMD:

Beneficiary Name: Broadcast Engineering Consultants India Limited

Bank Name: HDFC Bank

Branch Name: Ansals Fortune Arcade, K- Block, Sector - 18, Noida - 201301, U.P.

Account Number: 50200076192513

Type of Account: DOD Account

IFSC Code: HDFC0000088

16. Undertaking for Blacklisting: That the Prospective Bidder should not be backlisted/ debarred or put on holiday by BECIL or any other Public sector Enterprise or a Government Body, as on the date of submission of the bid. An undertaking to this effect must be submitted by the bidder on their letterhead duly signed by the authorised signatory of the bidder as per Annexure- K.

That the Bid submitted by any of the Bidder, who is found to be blacklisted/ debarred or on a Holiday list shall be outrightly rejected.

In the event, if the Bidder chooses to be discreet and conceal about its status, then it shall be construed as a misrepresentation of facts and shall lead to an appropriate action by BECIL.

17. Status of Bidder: The Bidder should not be undergoing any liquidation/insolvency proceedings or merger/demerger on the due date of the submission of the bid. **An undertaking to that effect must be submitted by bidder on their letterhead duly signed and stamped by authorised signatory of the bidder.** In case of any change in the status of declaration by the Bidder post submission of bid including the change in business/management, the same shall be notified by Bidder to the BECIL in a span of seven days from the date of initiation of such proceedings. In case, of liquidation, the work order/contract executed with the bidder shall be terminated forthwith by giving a notice of termination of thirty days.

18. Cost of Bidding: The Bidder shall be responsible to bear any costs associated with the preparation and submission of the Bid, and BECIL in no case, shall be responsible or liable for costs, inclusive of but not limited to bank charges, courier charges, site visits, expenses incurred for the purpose of demonstration and representation as desired by BECIL in order to assess the efficiency of the prospective Bidder, or any other expenses incurred for the submission of the Bid. That the Bidder shall be responsible for the costs/expenses regardless of the outcome of the bidding process.

19. Site Visit:

19.1. Site visit is compulsory for the Bidders. The Bidder shall visit the site on 29th October 2025 and 30th October 2025 between 10 AM to 06 PM. Bidder may coordinate with BECIL representative @ +91-9773947797 (Mr. Pushkar Singh Thakur) or the certification.

19.2. It shall be the responsibility of the Bidder to visit the Premises/ Site where the work is to be performed or services is to be delivered in order to obtain all the requisite information that is necessary/essential for preparing the Bids and entering into a Contract. The cost of visiting the Site shall be borne by the Bidder.

19.3. The grant of permission by BECIL to the Bidder or its Authorized Representative, for the purpose of Site visit shall be contingent on the express condition that the Bidder and its representatives/agents shall indemnify the Company i.e. BECIL and its personnel from and against all liability in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which, but for the exercise of such permission would not have arisen.

19.4. In the event, if the Bidder fails to visit the site, it shall not relieve it from the performance of its scope of work/obligations as per the contract.

20. In case work order is awarded to any company/ firm and later it is found by BECIL, that the agency has furnished wrong information/ declaration or not disclosed any material information to BECIL while submitting bid, BECIL reserves the right to cancel the work order awarded to company/ firm. Further BECIL reserves the right to forfeit the Bank Guarantee of the Bidder. The pending work will be done on the risk & cost of the bidder.

21. All information contained in this RFP, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared with any other organization, including potential sub-contractors, without prior written consent from BECIL.

22. The commercial bid shall clearly indicate the price to be charged without any qualification whatsoever and should include all packing and forwarding, transportation,

transit insurance, taxes, duties, fees, levies and other charges as may be applicable in relation to the activities proposed to be carried out. All such charges shall be included in the rates quoted in the prescribed format.

The bidder shall be responsible for any damage to the equipment / site occurred due to negligence of bidder and cost of repair / replacement for the same will be recovered from the bidder.

23. Proposal Response Format:

23.1. The Bid response must be submitted in English Only. All the documents including the supporting documents/ enclosures etc. must be Calibri/Aerial/Times New Roman, font size-12 and fully legible. Supporting documents if in a language other than English must be accompanied by an English translated document. The English version shall prevail in matters of interpretation. Each and every page of the bid should be numbered and mention the relevant page no. Bid Documents which are not legible may be rejected.

23.2. The Bid complete in all respects must be submitted with requisite information and annexure(s). The Bid should be free from ambiguity, change or interlineations. Incomplete Bid will not be considered and is liable to be rejected without making any further reference to agency/ bidder/ OEM/ Implementation Agency(s).

24. Instructions for Online Bid Submission: If interested, kindly submit your offers through online bids via the E-Tendering Process specified at the portal [<https://etenders.gov.in/eprocure/app>] before end date/time.

25. PRE- QUALIFICATION ELIGIBILITY CRITERIA

S.No.	Eligibility Criteria	Documents to be submitted
1	<p>Legal Status</p> <p>The bidder shall be:</p> <p>a) A company incorporated under the Companies Act, 2013; or</p> <p>b) A partnership firm registered under the Partnership Act, 1932; or</p> <p>c) A Limited Liability Partnership (LLP) registered under the LLP Act, 2008; or</p> <p>d) A sole proprietorship; or</p> <p>e) A Government Department / Public Sector Undertaking / Autonomous Body established under relevant statute.</p>	<p>Certificate of Incorporation / Registration</p> <p>GST registration and PAN card.</p> <p>Registration with EPFO and ESIC (if applicable as per statutory provisions).</p>

2	The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing.	Certificate by the CA.
3	<p>Blacklisting/Debarments</p> <p>The bidder must not have been blacklisted, debarred, or suspended by any Government Department, PSU, or Autonomous Bodies in India as on the bid submission date.</p>	Self-declaration on bidder's letterhead as per the format in Annexure- K
4	<p>Financial Capacity</p> <p>4.1 The bidder must have Average Annual Turnover of at least 9 crore during the last three financial years i.e. 2022-23, 2023-24, 2024-25.</p> <p>4.2 The bidder must be profitable along with positive net worth in each of last three financial years (FY 22-23, 23-24, 24-25) and Income tax AY 22-23, 23-24, 24-25.</p> <p>NOTE: For the purpose of this criterion, standalone turnover of only the bidding entity will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered.</p>	<p>Audited Balance Sheets and Profit & Loss Statements certified by a Chartered Accountant for the last three financial years.</p> <p>OR</p> <p>Certificate by a Chartered Accountant as per Annexure-H (issued after date of publishing of RFP)</p>
5	Bidder must have the solvency / credit facility / financial capability from the bank for minimum value of INR 2.25 crore	Solvency or Line of credit Certificate with tender reference (Bank certificate must be issued after the date of publishing of RFP.)
6	<p>Technical Capability / Experience</p> <p>(A) The bidder should have successfully completed similar works/ supplies/ services during the last three (3) years ending on the last day of the month prior to bid submission:</p> <p>Three similar completed works, each</p>	<p>1. Work Order and Completion Certificates issued by the client(s) clearly indicating nature, value, and completion date.</p> <p>OR</p> <p>In case of ongoing contract/project, the CA certificate shall be on the letterhead of the Chartered</p>

	<p>costing not less than ₹3.6 crores; OR</p> <p>Two similar completed works, each costing not less than ₹5.4 crores; OR</p> <p>One similar completed work costing not less than ₹7.2 crores.</p> <p>Ongoing Projects: In case the bidder is claiming experience for an ongoing contract/project, the bidder shall submit a certificate issued by a Chartered Accountant (CA) clearly indicating</p> <ol style="list-style-type: none"> 1) The total awarded contract value; 2) The value of work completed till the date of certificate; 3) The cumulative value of invoices raised; and 4) The cumulative payments received against the said invoices. <p>(B) "Similar work" shall mean: Any work done as per the scope of this RFP for Govt. Department/Autonomous bodies/ State/ Central PSUs.</p>	<p>Accountant, duly signed and stamped and proof of payment (such as bank statement excerpts or client acknowledgments).</p> <p>Such evidence shall be considered for the purpose of meeting eligibility/ experience criteria, subject to the condition that the value of work completed and accepted by the client is at least equal to the requirement specified in the tender.</p> <ul style="list-style-type: none"> • Work Order is compulsory required for experience along with completion certificate/CA certificate of income and receipt of related work.
7	<p>Bid Security / Earnest Money Deposit (EMD)</p> <p>The bidder shall furnish an EMD as specified in the tender, unless exempted under GFR provisions for MSMEs, Start-ups, or entities registered with DGS&D/NSIC.</p>	EMD instrument or valid exemption certificate.
8	<p>Office in Delhi NCR The bidder must have an office in Delhi/NCR</p>	Proof of Office in Delhi/NCR (The office should have been opened prior to RFP publish date)
9	Certificate of Site Visit	Proof of site visit, certificate issued by BECIL

26. PRELIMINARY EVALUATION

- 26.1. BECIL shall evaluate the proposals to determine that they are complete, technically complying, no computational errors have been made, required documents as mentioned in the RFP have been furnished, the documents have been properly signed and the response is generally in order.
- 26.2. BECIL may 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.
- 26.3. In case only one bid is received or during the Technical Evaluation only one bidder qualifies for the next stage of the evaluation process, BECIL reserves the right to accept/ reject the bid.
- 26.4. In case two bids are received from the same bidder, both the bids will be rejected.

27. EVALUATION PROCESS

- 27.1. No enquiry/ query shall be made by the bidders during the course of evaluation of the RFP, after opening of bid, till final decision is conveyed to the successful bidder. However, the Evaluation Committee/ its authorized representative and office of BECIL can make any enquiry/ seek clarification from the bidders, which the bidder must furnish within the stipulated time else the bids of such defaulting bidders will be rejected. The proposal will be evaluated on the basis of its content, not its length.
- 27.2. The bidder's proposals will be evaluated as per the requirements specified in the RFP and adopting the evaluation criteria spelt out in subsequent paras of this RFP document. The bidders are required to submit all required documentation as per evaluation criteria specified in RFP.
- 27.3. Upon verification, evaluation/ assessment, if in case any information furnished by the bidder is found to be incorrect, their bid will be summarily rejected and no correspondence on the same shall be entertained. Submission of false/ forged documents will lead to forfeiture of security deposit/ EMD and blacklisting of agency for a minimum period of 3 years from participating in BECIL RFP/tenders.
- 27.4. BECIL will review the proposal to determine whether the proposals are as per the requirements laid down. Proposals that are not in accordance with these requirements will be liable to be disqualified at BECIL's discretion.
- 27.4.1. Evaluation of proposals shall be based on:

27.4.2. Information contained in the proposal, the documents submitted there to and clarifications provided, if any.

27.4.3. Experience and Assessment of the capability of the bidders based on past record.

27.5. BECIL reserves the right to seek any clarifications on the already submitted bid documents. BECIL also reserves the right to cross verify the information with any agency.

27.6. Conditional proposals shall NOT be accepted on any ground and shall be rejected straightway. If any clarification is required by the bidders, the same should be obtained before submission of the proposals.

27.7. Even though bidder satisfy the necessary requirements they are subject to disqualification if they have:

27.7.1. Made untrue or false representation in the form, statements required in the RFP document.

27.7.2. Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.

27.8. The Financial Evaluation of the Bidders will be done only for those who qualify the Eligibility Criteria and other mentioned criteria of the RFP.

28. Technical Qualification Criteria

Sr. No.	Parameters/Attributes/Dimensions (The data/details shall be of the System Integrator)	Maximum Score
1	The bidder must have been in operation for a minimum of 3 years as on the date of the issue: <ul style="list-style-type: none">➤ 5 marks (3 -5 yrs.)➤ 10 marks (<5 yrs.)	10
2	The bidder should have successfully executed similar projects related to Event management for Central & State Government departments, PSU's /Govt. organizations, Autonomous Bodies in last 03 years from the date of publishing of this RFP. Copy of work orders and completion should be submitted. <ul style="list-style-type: none">➤ 5 marks - (5 - 10 projects)➤ 10 marks - (< 10 and <=15 projects)➤ 15 marks - (< 15 and above projects)	15

3	Bidder Company should have minimum 20 skilled personnel (skilled in the field of event management). Proof of the same should be provided. <ul style="list-style-type: none"> ➤ 5 marks- (20-30 personnel) ➤ 10 marks- (<30 personnel) 	10
4	The bidder must relevant have ISO certifications (ISO 9001:2015 & ISO 45001:2018) certificates / relevant. <ul style="list-style-type: none"> ➤ Single relevant certificates (5 marks) ➤ Two relevant certificate (10 marks) 	10
5	The average annual turnover of the firm in last 3 consecutive financial years as on 31.03.2025 (For FY 2022-23, 2023-24 & 2024-25) shall be minimum INR 9 Cr. The copy of RFP specific CA certificate to be provided along with respective year financials. <ul style="list-style-type: none"> ➤ 5 marks (INR 9-13.5 Cr) ➤ 10 marks (INR <13.5-18 Cr) ➤ 15 marks (<18 Cr) 	15
6	The bidder's empanelment with any Central/State PSU, Autonomous Bodies, and Central/State/UT Govt. Department for Event related work. <ul style="list-style-type: none"> ➤ 5 marks- 01- 03 Departments ➤ 10 marks- more than 03 departments 	10
	Sub-Total	70
7	Technical presentation: <ul style="list-style-type: none"> ➤ Understanding of the envisaged scope of work ➤ Proposed team composition ➤ Project management methodology for the envisaged scope of work ➤ Similar experience in the past Implementation strategy	30
	Sub-Total	30
	Total	100

Note: Minimum 70 marks out of 100 are required to qualify for opening of financial bid. If the bidder scores less marks, bid will be rejected.

29. Pre-Qualification Criteria:

29.1. Each of the Pre-Qualification condition mentioned in the RFP document is MANDATORY. In case the bidder does not meet any one of the conditions, the bidder will be disqualified.

29.2. The Bidders are requested to furnish information and documents to establish their eligibility. If a bid is not accompanied with all necessary documents, it may be summarily rejected.

29.3. Only the bidders, who fulfill the Pre-Qualification Criterion, will qualify for Technical Evaluation. Failing to any of the pre-qualification Criteria shall lead to dis-qualification of the proposal and bidder.

30. Marking Criteria

30.1. The technical proposal of qualified bidders will be evaluated as per the requirements specified in the RFP and technical evaluation criteria as mentioned in the RFP Document.

30.2. Bidders may be asked to give a demonstration/ presentation on their understanding of the Scope of Work and their proposal submitted for undertaking the evaluation.

30.3. Each technical proposal will be assigned technical marks out of a maximum of 100 marks. Only the bidders who get Technical Marks of **70** or more will qualify for financial evaluation. Failing to secure minimum marks shall lead to technical rejection of the Proposal and Bidder.

30.4. Reasons for rejecting a tender/ bid will be disclosed to a bidder only where enquiries are made.

31. Financial Criteria & Evaluation

Financial Bid on only those bidders would be opened who have secured more than 70 marks in technical criteria.

31.1 The H1 bidder will be decided upon the highest margin for BECIL quoted by the particular Bidder as per the price bid format. The minimum acceptable composite margin for BECIL is 15% (5% PMC- as per third last row of Table A at page 24 of 78 + minimum 10% additional Variable margin). Bids with less than 15% composite BECIL margin will be rejected.

31.2 For all events an approved rate card has been provided by DAIC (refer Table A at page 24 of 78), the bidder needs to ensure that it undertakes all work at this rate card only, which includes BECIL margin of minimum 15% (5% PMC- as per Table A at page 24 of 78+ minimum 10% additional Variable margin) of the approved rate card.

31.3 BECIL shall shortlist highest three (3) bidders H1, H2, H3 (whereas H2 & H3 will be asked to match highest margin quoted by H1). In case H2 or H3 does not match the highest margin quoted by H1 then H4 or H5 may also be allowed to match highest H1 margin. Any upcoming enquiry related to event shall be shared with these bidders i.e. H1, H2 & H3.

32. CRITERION FOR EVALUATION OF BID RESPONSE:

- 32.1. The proposal is to be in **TWO BID SYSTEM** with separate Pre-Qualification, Technical and Financial sections.
- 32.2. Only Technically Qualified bidders will be called for Presentation.
- 32.3. Financial bid shall be opened of only that bidder who has found to be technically eligible based on Technical evaluation & Technical Presentation.
- 32.4. The evaluation of the tenders will be made first based on technical information furnished and then on the basis of Technical Presentation.
- 32.5. The Commercial bids of only such firms found technically qualified will be opened on a date to be communicated to bidders who have qualified in the technical bid stage.
- 32.6. The reasons for selection or rejection of a particular response will not be disclosed. The award of order will be further subject to any specific terms and conditions of the contract given in this section.
- 32.7. The agencies/bidders that are considered technically qualified by TEC shall make a presentation before the evaluation committee. **The Presentation will form a part of Evaluation Criteria. The bid shall be rejected by Tender Evaluation Committee (TEC), if presentation is not found as per the tender requirement.**
- 32.8. **Evaluation of financial bids:** Bidders are requested to note that they should necessarily submit their financial bids in the format provided in e-tender website i.e. <https://etenders.gov.in> and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
 - 32.8.1. The Financial bid shall be opened of only that bidder who has found to be technically eligible. BECIL shall inform the date, and time for opening of financial bid.

- 32.8.2. Financial bid will be inspected to ensure conformance to the format provided in the tender document.
- 32.8.3. Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between amount quoted in words and figures, the amount in words shall be taken for evaluation.
- 32.8.4. Bidder offering the highest BECIL margin share shall be declared the successful **H1** bidder. Bidder offering the next lower BECIL margin share shall be declared successful **H2** bidder and subsequently **H3 bidder**. The minimum acceptable composite margin for BECIL is 15% (5% PMC- as per table A at page 24 of 78 + minimum 10% additional Variable margin). Bids with less than 15% composite BECIL margin will be rejected. In case of a tie, the competent committee adopt draw of lots or any other suitable method to break the tie without giving any reason/ justification. This shall be done in the presence of tied bidders. The decision of competent committee of BECIL shall be final in this regard and cannot be challenged in any manner and also be abided by all the bidders.
- 32.8.5. Technically qualified bidders may be called for the negotiations and final three (03) bidders with highest offered & agreed "BECIL margin" will be selected by BECIL.
- 32.8.6. An agreement shall be signed between BECIL and successful bidder/bidders declared by BECIL.
- 32.8.7. After signing the agreement with successful bidders, enquiries received from DAIC/clients will be shared with H1, H2 and H3 bidders over email. Bidder will submit its prices (against BECIL enquiry) ensuring that at any time after adding BECIL margin (which is fixed at quoted rate/minimum 15% (5% PMC- as per Table A at page 24 of 78+ minimum 10% additional Variable margin)), prices of BoQ shall not exceed price mentioned in Table A (Page 24 of 78. **Work Order will be issued to the bidder after getting confirmation/work order from the client.**
- 32.8.8. Currency of work Order: BECIL will place work order to bidder in INR only.
- 32.8.9. GST and other applicable taxes will be as per actual. Relevant Taxes in line with GST (i.e. SGST/CGST or IGST) to be considered by the bidder. Taxes rate and nature will be on back to back basis.

Part- II

Essential Details of Items/ Services required

A Memorandum of Understanding (MoU) has been signed between **Broadcast Engineering Consultants India Ltd. (BECIL)** and **Dr. Ambedkar International Centre (DAIC)** under the **Department of Social Justice and Empowerment**, Ministry of Social Justice and Empowerment, located at 15, Janpath, New Delhi – 110001. The MoU pertains to the execution of **Event Management Services** at DAIC for various Government Ministries, Departments, Organizations, NGOs, and private entities. BECIL will execute the events at DAIC under this MoU, as and when requested by DAIC.

Through this Request for Proposal (RFP), **BECIL intends to select minimum of three agencies (H1, H2, and H3)** for carrying out event management activities at DAIC as and when enquiry/work order for conduct of events at DAIC are received by BECIL from DAIC. The initial engagement period will be for a period of one year, which may be **extended further based on the performance of the agencies, and mutual consent.**

1. Scope of Work of Selected Agency:

For the selected agency, the scope of work for carrying out event management activities includes but not limited to:

Managing the complete lifecycle of events- from initial concept development to detailed planning, coordination, execution, and post-event review.

The selected agency would be responsible for supporting a wide range of event types, including corporate meetings, conferences, VIP/VVIP meets etc.

Key responsibilities involve developing the event concept in line with client objectives, coordinating with DAIC, execution of promotional campaigns (if required), ensuring smooth on-site execution, addressing unforeseen challenges during the event, and providing post-event evaluation to ensure client satisfaction and continuous service improvement.

A typical scope would include (but not limited to) arrangement of audio/visual equipments, plasma display, stall/podium, registration counter, genset for power and servers etc. for webcasting & videoconferencing. The item/nomenclatures along with the rates are as follows (Table A at page 24 of 78)

**Table A
DAIC RATE CARD**

Annexure-I					
S.No.	Items/Nomenclature	Qty/Unit	Nos./SqFt.	Final Recommendations (in Rs.)	Remarks
(A) AUDIO VISUAL EQUIPMENT					
1	LED wall for Bhim hall (20'X10') stage	1	200	45000	Rs.225 Per SqFt
2	Riser/Platform for Bhim Hall LED wall	1	1	5000	
3	LED wall for Nalanda Hall and Samrasta Hall (10'X8') stage	1	80	16000	
4	3 HD Camera Setup (videography) with cameraman and technician and HDMI cables and for live/master feed at all LED displays for Bhim Hall	1	1	32000	*Single Camera - 8600/- *2 Cameras - 15600/- *3 Cameras - 22600/-
5	HD photographer	1	1	6000	
6	HD videographer with operator	1	1	8000	
7	Gimble videoshoot	1	1	9500	
8	Cue commander for slide changing for Bhim Hall	1	1	3000	
9	Slide changer Samrasta + Nalanda Hall	1	1	1000	
10	Sound Setup for conference event in Bhim Hall	1	1	As per requirement	
11	Light Setup for conference event in Bhim Hall	1	1	As per requirement	
12	Seamless Switcher for presentation and documentary (Bhim + Samrasta + Nalanda) (minimum)	1	1	8000	
S No.	Items/Nomenclature	Qty/Unit	Nos./SqFt.		
13	Splitter for presentation and documentary (Bhim + Samrasta + Nalanda)	1	1	5000	
14	Laptop + B/k Printer with Stationary	1	1	2000	
15	Cordless Mics	1	1	800	*Podium mic- 350/- *Digital Conference mic-800/- *Singing mic-300/-
16	Walky Talky	1	1	500	
17	LED Plasma Tv 55" with Stand	1	1	5000	
18	LED Plasma Tv 55" with Stand for person sitting on dias	1	1	5000	
19	LED wall for chief guest siting on stage (size- 10'X8')	1	80	18000	
20	LED Wall for atrium area (16'X10')	1	160	36000	Rs.225 Per SqFt
21	Platform/Riser for atrium area LED wall	1	1	4000	
22	Sound Setup for atrium area LED wall	1	1	NOT TO BE DONE	
23	Mixer for Presentation & documentary	1	1	4500	
(B) BRANDING STALLS & KITS					
24	Side Hoarding for main entry gate no. 1 (20'X10')	1	200	7000	Rs.35/- per SqFt
25	Glass gate hoarding at Main Reception entrance (20'X10')	1	200	7000	Rs.35/- per SqFt
26	Events standee for Agenda (3'X6') with black masking	1	18	630	Rs.35/- per SqFt
27	Events standee/Directional standee/Signage Standee (3'X6') with black masking	1	18	630	Rs.35/- per SqFt
S No.	Items/Nomenclature	Qty/Unit	Nos./SqFt.		
28	3 Side podium branding for Bhim, Nalanda Hall + Samrasta hall	1	28	1200	
29	Black masking on riser/platform of Bhim Hall LED Wall	1	80	2200	
30	Console Masking (20'X4' front), (4'X4'X2= 32)	1	112	3500	



31	Nalanda Hall and Samrasta Hall Stage side wings (4'X8')	1	32	2000	
32	Octanorm Stalls 3X2 metre/ 2X2 with including 2 chairs, one counter, table, carpet, Fascia Name/Header of the booth, dustbin, carpet and one basis electricity socket with basic booth lighting etc.	1	1	3500	
33	Octanorm Stalls 3X3 metre for VIP Partners with including 2 chairs one counter , table, carpet, Fascia Name / Header of the booth, dustbin , carpet and one basis electricity socket with basic booth lighting etc.	1	1	4000	
34	Octanorm table vinly branding	1	9	1000	
35	Octanorm Wall Panel for exhibition of poster at atrium area left side side of Ambedkar Statue	1	1	1500	
36	Drop Down branding from second from grill (4'X18')	1	72	NOT TO BE DONE	
37	Grill branding at second floor grill (100'X3')	1	300	13000	
38	Selfie Kiosk/Photo op with 360 degree	1	1	As per requirement	
39	3 side branding wall for photo op (8'X8')	1	64	3500	
40	Branding for stage fascia (47'X3') Bhim Hall	1	141	7000	
41	Arch Gate at Reception Gate	1	460	21000	Approx Rs.45/- per SqFt
S No.	Items/Nomenclature	Qty/Unit	Nos./SqFt.		
42	Registration Counter branding backdrop (10'X8'), 3 side Fascia branding (10'X8'), 3 Side fascia branding (10'X3), (3'X3'=2)	1	128	6500	
43	Registration counter including table with white frill 4 chairs, electric connection & dustbin etc.	1	1	3000	
44	Laptop and printer for registration counter	1	1	4500	
45	Assistant/runner for registration counter	1	1	2000	
46	Badges & Lanyard	1	1	40	
47	A4 size pamphlets both side print 250 gsm	1	1	18	
48	Dedicated professional designer and team for all Sign Boards, Hoardings, Standees, Arch Gate, View cutter &	1	1	8000	
49	Stall Branding (3X2=4 stall, 3X3= 2 stall, 2X2=4 stall = 6 stalls)	1	1410	60000	
50	Lights for photo of 3D acrylic logo (size 10'X4') with platform for atrium area	1	1	40000	Premium outdoor acrylic logo
51	Vinly print for registration counter (top (5'X1') & bottom (5'X3') fascia), (total 20 sqft per registration counter)	1	20	1200	
52	Lights for photo op	1	1	1500	
S No.	Items/Nomenclature	Qty/Unit	Nos./SqFt.		
	C) MISCELLANEOUS				
53	Q Manager (Golden)	1	1	500	
54	Genset (62 KVA) with running diesel during the event	1	1	21000	
55	Professional Usher for falcitation with dress code	1	1	2700	
56	Runners/Assistants/Helpers for registration counter, back stage support and common area etc.	1	1	2000	
57	Red Carpet from reception to Bhim Auditorium	1	1	10 Rs per sq. ft.	
58	Professional show runner and manager for additional support	1	1	12000	



59	Decoration Bhim Stage Fascia and 4 flower standees	1	1	As per requirement	
60	Transportation charges as the venue lies in 24 hrs no entry area (estimate prepared based on the costing required for freight charges, loading, unloading manpower etc. of all items which needs such arrangement like LED wall, riser, branding and hoarding)	1	1	As per requirement	
S No.	Items/Nomenclature	Qty/Unit	Nos./SqFt.		
(D) IT WORKS					
61	Live webcasting on 3 social media platform (Facebook, X, Instagram) with setup , manpower and equipments	1	1	As per the rates of Service Provider	
62	Internet lease line 50 mbps for webcasting with server backup & dry run before the event	1	1	As per the rates of Service Provider	
63	Internet lease line 100 mbps for webcasting with server backup & dry run before the event	1	1	As per the rates of Service Provider	
64	Video Conferencing	1	1	As per the rates of Service Provider	
65	Digital Standee	1	1	8000	
	Total			465918	
	PMC Charges			(Not More Than 5%)	
	GST			18%	
	G/Total				

Note:

**Prices are inclusive of installation, operational setup, and transportation charges.*

**Standby furniture must be of similar make and quality to the primary furniture in use and should match the specifications of the respective auditorium.*



3. WORK ASSIGNMENT ROSTER FOR BIDDERS:

Objective: To allocate work to all three selected bidders on rotational basis to ensure fairness and transparency.

Methodology:

BECIL receives enquiries and work orders from DAIC as well as various other government and autonomous departments. These enquiries will be shared with the H1, H2, and H3 agencies while maintaining a proper roster. For example, if a total of 10 enquiries or work orders are received, BECIL will distribute them among these agencies in the ratio of 5:3:2 — meaning five (5) enquiries will be shared with the H1 agency, three (3) enquiries with the H2 agency, and two (2) enquiries with the H3 agency. A sample order is provided below for the bidders’ better understanding.

Sequence of enquiries related to event at DAIC	Bidder
1 st Event	Agency A (H1)
2 nd Event	Agency A (H1)
3 rd Event	Agency A (H1)
4 th Event	Agency B (H2)
5 th Event	Agency B (H2)
6 th Event	Agency C (H3)
7 th Event	Agency A (H1)
8 th Event	Agency A (H1)
9 th Event	Agency B (H2)
10 th Event	Agency C (H3)

Note:

1. If any agency is temporarily unavailable or shows unwillingness, the next agency in the sequence will be assigned the enquiries, and the rotation will continue accordingly.
2. There are certain items in the rate card for which rates have not been defined. There may be instances where event management requires services or items not covered under the existing rate card. In such cases, the selected agency/bidder will be required to submit a separate quotation for those specific items/services, for approval by BECIL/ DAIC/client. It is also to be noted that in the event of any discrepancy in the financial quote submitted by the agency then the **unit price** shall be considered in case of a mismatch between the unit price and the total price. The **amount written in words** shall prevail in case of a mismatch between the figures and words.

Part- III
Standard Conditions of RFP

NOTE: The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein, shall be construed as establishing a relation of master and servant or of Agent and Principal as between the Bidder/Agency and BECIL.

2. INTELLECTUAL PROPERTY RIGHTS

- 2.1. Deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the Bidders under this RFP and subsequent to this RFP in relation with this tender shall become and remain the property of BECIL/procuring entity and subject to laws of copyright, must not be shared with third parties or reproduced, whether in whole or part, without BECIL's/ the procuring entity's prior written consent.
- 2.2. The Bidder shall, not later than upon termination or expiration of this Contract and/or subsequent Agreement/Contract signed with the Bidder, deliver all such documents and software to BECIL/the procuring entity, together with a detailed inventory thereof.
- 2.3. The Bidder shall not incorporate any materials, technology or any item or thing that involves the use of intellectual property rights or proprietary rights that the Bidder does not have the right to use or that may result in claims or suits against BECIL arising out of claims of infringement of any intellectual property rights or other proprietary rights.
- 2.4. The Bidder shall perform all acts necessary to obtain and continue to have all necessary licenses, approvals, consents of third parties free from any encumbrances and all necessary technology, hardware and software to enable it to perform its obligations under this Contract. If license agreements are necessary or appropriate between the Bidder and third parties for purposes of enabling, enforcing or implementing the provisions herein-above, the Bidder shall be under an obligation to enter into such agreements at its own sole cost, expense and risk.

3. LAND AND BORDER PROVISION

The Undertaking at Annexure shall be submitted by the Bidder in line with the guidelines issued vide the Office Memorandum, No. F. No. 6/18/2019 dated 23.07.2020, by the Department of Expenditure, Ministry of Finance, Govt. of India.

4. INDEMNITY

The Bidder shall indemnify, save, hold harmless and defend BECIL and its officers, servants, employees and agents promptly upon demand and at its expense, from and against any and all suits, proceedings, actions, demands, losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which BECIL may become subject, insofar as such losses arise out of, in any way relate to, arise or result from:

- 4.1. Deficiency in the Bidder's performance of its scope of service or breach of any of its obligations or scope of work.
- 4.2. Actions by the Bidder that causes BECIL to be in indirect or direct consequential breach of the main contract.
- 4.3. Any claims by employees, suppliers, creditors or other persons in a relationship with the Bidder.
- 4.4. Any claims of infringement, misappropriation or otherwise by third parties in regard to the execution of the scope of work by the Bidder.

5. CODE OF INTEGRITY

No official of BECIL or the Bidder shall act in contravention of the codes which includes Prohibition of:

- 5.1. Offering of any bribe or undue gratification in any form to BECIL or its officials, or indulging in any corrupt practices.
- 5.2. Any omission, or misrepresentation that may mislead or attempt to mislead so that a financial or other benefit may be obtained, or any necessary obligation or pre-requisite may be avoided.
- 5.3. Improper use of information provided by BECIL to the Bidder with an intent to gain an unfair advantage in the procurement process or for personal gain.
- 5.4. Any financial or business transactions between the Bidder and any official of BECIL related to tender or execution process of contract, which can affect the decision of BECIL directly or indirectly.
- 5.5. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- 5.6. Obstruction of any investigation or auditing of a procurement process.
- 5.7. Making false declaration or providing false information for participation in a tender Process or to secure a contract.

6. CONFLICT OF INTEREST

Any Bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as non-responsive. Bidder shall be required to declare the absence of such conflict of interest in Form of Declaration. A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:

- 6.1. Directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- 6.2. Receives or have received any direct or indirect subsidy/ financial stake from another Bidder; or
- 6.3. Has the same legal representative/ agent as another Bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorized distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurement's under Proprietary Article Certificate; or
- 6.4. Has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or
- 6.5. Participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or
- 6.6. Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Details Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc.)of this Tender process; or has a close business or family relationship with a staff of the Procuring Organization who:
 - 6.6.1. are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or

6.6.2. would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

6.6.3. Bidder to give undertaking to this effect as per Annexure- E.

7. UNDUE INFLUENCE

7.1. The Agency/Bidder undertakes that it has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the BECIL or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India.

7.2. Any breach of the aforesaid undertaking by the Agency/Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Agency) or the commission of any offers by the Agency or anyone employed by him or acting on his behalf, as defined in the Bharatiya Nyaya Sanhita, erstwhile known as the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle BECI to cancel the contract and all or any other contracts with the Agency and recover from the Agency the amount of any loss arising from such cancellation, from the present or from any other contract with BECIL.

8. UNLAWFUL /UNETHICAL PRACTICES

8.1. If the Contractor/ Bidder has engaged in corrupt, fraudulent, collusive, illegal, corrupt or coercive practices or defaulted commitments under integrity.

8.2. Any intentional omission or misrepresentation in the documents submitted by the Bidder for the purpose of due diligence or for the execution of any act essential for the execution of the Project.

8.3. If the Bidder uses intimidation / threats or bring undue outside pressure on BECIL or any of its official for acceptance / performances of the deliverable/qualified work under the contract:

9. PENALTY FOR BREACH OF INTEGRITY, CONFLICT OF INTEREST, UNDUE INFLUENCE AND UNETHICAL PRACTICES

9.1. Forfeiture of Bank guarantee or any other bond or bid security submitted by the Bidder.

- 9.2. Cancellation/ termination of the Contract with the liberty to recover the accrued losses/damages from the Bidder from the dues payable to the bidder in the present or any other contract with BECIL, including imposition of penal damages.
- 9.3. Initiation of Arbitration /legal proceedings to recover losses or damages incurred by BECIL due to the violation of ethical practice or use of undue influence by the Agency.

10. BLACKLISTING/ DEBARMENT

The Bidder/Contractor shall be debarred/blacklisted from bidding for the contract/tender floated by BECIL for a period of two years, for violation of the code of integrity, for undue influence as well as for the breach of any other terms and conditions of the tender as per the General Financial Rules 2017 and the Guidelines for debarment of firms from bidding issued by the Department of Expenditure, Ministry of Finance no. F1/20/2018 –PPD dated 02.11.2021.

11. RISK AND COST CLAUSE

- 11.1. In case of persistent breach/default of the terms and conditions of the Contract and due to abnormal delay (beyond the maximum late delivery in the Liquidated damages clause) in supplies, defective supplies or non-fulfilment of any of the terms and conditions of the RFP and the Work Order, BECIL may cancel the contract/Work Order in full or part thereof, and will procure supplies/equipment's or ensure the execution of work or any pending service in case of service contract from any other willing vendor at the risk and cost of the Bidder.
- 11.2. Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:
- 11.3. Bidder's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to Bidder including unexecuted portion of work/supply does not appear to be executable within balance available period.
- 11.4. Withdrawal from or abandonment of the work by Bidder before completion of the work as per contract.
- 11.5. Non-completion of work/ Non-supply by the Bidder within scheduled completion/delivery period as per RFP or as extended from time to time, for the reason attributable to the Agency/ Bidder.
- 11.6. Termination of Contract on account of any other reason (s) attributable to Agency/ Bidder
- 11.7. Assignment, transfer, subletting of Contract by the Agency/Bidder without BECIL's written permission resulting in termination of Contract or part thereof by BECIL.

12. PENALTIES

- 12.1. In the event of any penalties, deductions, disincentives, or charges levied by the Client due to poor or substandard quality of work, non-compliance with service standards, or any deficiencies related to the assigned scope of work, the same shall be recovered from the Bidder.
- 12.2. The Bidder shall bear the full financial responsibility for such penalties or deductions imposed on BECIL by the Client and will not be entitled to claim any reimbursement or adjustment for the same.
- 12.3. If the selected agency fails to deliver any or all of the services within the original/re-fixed delivery period(s) specified in the contract, the BECIL on the recommendation of client will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, **@ 10% of the project value** without any controversy/dispute of any sort whatsoever

13. CONFIDENTIALITY

- 13.1. The Bidder 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.
- 13.2. The Bidder recognizes, accepts and agrees that all tangible and intangible information obtained or disclosed to the Bidder'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 Bidder 's and/or its facility staff may be privy under or pursuant to this Contract and/or in the course of performance of the Bidder 's obligations under this Contract shall be treated, as absolutely confidential and the Bidder irrevocably agrees and undertakes and ensures that 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) an 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 the Bidder's obligations hereunder except when required to disclose under the due process and authority of law.

14. RIGHT TO INSPECTION

- 14.1. That BECIL and its field officers or its Auditors, shall have the right to carry out inspection checks and tests, and do audit of the Bidder's premises, personnel and

records relating to the project in order to ensure there is no compromise on the quality of goods/services provided by the Bidder to the BECIL and its Client. The BECIL has a right to review and monitor the security practices and control procedures adopted by the Bidder. The Bidder 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.

14.2. That BECIL shall have the right to review and monitor the performance of the Bidders on a continuous basis system integrator shall furnish necessary particulars, statements, etc., as desired by the BECIL in a periodical manner for the purpose of assessment of their performance.

15. Termination of Contract:

15.1. Termination for Unsatisfactory Performance-

15.1.1. If the Contractor/Agency (hereinafter "Bidder") fails to execute the specified quantum of work, or any part thereof, with due diligence or within the time stipulated in the RFP or subsequent Work Order(s), BECIL may, by written notice, require the Bidder to remedy the deficiency within fifteen (15) days ("Cure Period").

15.1.2. If the Bidder fails to cure the deficiency within the Cure Period, BECIL may issue a **Notice of Termination** providing **fifteen (15) days** from the date of such notice, after which the Contract shall stand terminated, without prejudice to any other remedies available under law or the Contract.

15.1.3. If the bidder shows recurring unwillingness then BECIL shall take action against such vendor not limited to forfeiture of EMD

15.1.4. If the bidder engages in unauthorised activities including misuse of the DAIC premise.

15.1.5. If in case two complaints are received from the organizers of the event (On first complaint after seeking acceptable solution along with explanation, if explanation is found unsatisfactory a notice shall be issued and in second complaint the process for termination of MoU/agreement shall be initiated).

15.2. Termination for Breach

15.2.1. The Buyer shall have the right to terminate the Contract, either wholly or in part, unilaterally and without prejudice to any other remedies available under law or the Contract, if:

15.2.1.1 The Seller fails to deliver services/equipment in accordance with the specifications, timelines, and quality standards set forth in the RFP and the Contract; or

15.2.1.2 The Seller commits a material breach of its obligations and fails to cure the same within the notice period stipulated in the termination notice issued by the Buyer.

15.2.2. Without limiting the generality of the above, the following shall constitute events of default warranting termination:

15.2.2.1 Abandonment or repudiation of the Contract;

15.2.2.2 Failure, without valid reason, to commence work promptly;

15.2.2.3 Persistent failure to execute works/deliverables in accordance with the Contract;

15.2.2.4 Neglect to perform contractual obligations without just cause;

15.2.2.5 Failure to proceed with due diligence after a 15-day written notice from BECIL;

15.2.2.6 Procurement of the Contract through undue influence, corrupt, or unethical practices;

15.2.2.7 Submission of false or misleading information in the bid or during the Contract.

15.2.3. In the event of such termination, the Buyer shall not be liable to pay any compensation to the Seller for loss of anticipated profits or for any other consequential or indirect loss. The Buyer shall, however, make payment for services/equipment satisfactorily delivered and accepted up to the effective date of termination, subject to adjustment of any dues recoverable from the Seller.

15.3. Termination due to Insolvency

15.3.1. If the Bidder becomes insolvent, is adjudicated bankrupt, is placed under receivership, enters into composition with creditors, commences winding up (except for voluntary winding up for amalgamation/reconstruction), or conducts business under a Receiver, BECIL may:

15.3.1.1 Terminate the Contract forthwith by giving **fifteen (15) days** written notice; or

15.3.1.2 Permit the Receiver/Liquidator to continue performance, subject to provision of adequate guarantee for due and faithful performance, to BECIL's satisfaction.

15.4. Termination for Convenience

BECIL may, at its sole discretion, terminate the Contract, in whole or in part, for any reason whatsoever, by giving the Bidder **thirty (30) days** prior written notice. Upon expiry of the notice period, the Contract shall stand terminated without liability, except for payment for satisfactory work executed up to the date of termination.

16. POST TERMINATION RESPONSIBILITY

16.1. Upon termination of the Contract, BECIL's liability for payment shall be restricted to services duly rendered and accepted up to the effective date of termination, and only to the extent that corresponding payments are received from the Client.

16.2. All invoices of the Bidder, whether raised before or after termination, shall remain on hold until receipt of payment from the Client. Any deductions made by the Client from BECIL's invoices shall be recovered from the Bidder's corresponding claims.

16.3. The Bidder shall immediately cease all work upon termination, except for such work as may be expressly directed in writing by BECIL to be completed.

16.4. Except for termination under Clauses 15.4, the performance security may be forfeited, without prejudice to BECIL's right to recover any loss, damage, or cost arising from unsatisfactory performance or delay.

17. NOTICES

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 Bidder 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) at the Party's principal or registered office address as set out in this RFP.

18. NO WAIVER

No waiver of any term, provision, or condition of this Contract, whether by conduct or otherwise, in any one or more instances, will be deemed to be or be construed as a further or continuing waiver of any such term, provision, or condition or as a waiver of any other term, provision, or condition of this Contract, unless the same is agreed upon and recorded in writing with mutual consensus of both the parties.

19. AMENDMENT

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

20. ARBITRATION

20.1. Conciliation of Dispute

20.1.1. Any dispute(s) /difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled mutually and amicably between the Parties, within a time span of **thirty days** from the date of invocation of dispute vide a written notice by the Aggrieved party. The Aggrieved Party shall notify the other party in writing about such dispute(s)/difference(s)/issue(s) between/amongst the Parties and that such a Party wishes to refer the dispute(s)/ difference(s)/issue(s) to Conciliation. Such Notice/Invitation for Conciliation shall contain sufficient information as to the dispute(s)/ difference(s)/issue(s) to enable the other Party to be fully informed as to the nature of the dispute(s)/ difference(s)/issue(s), as well as the amount of monetary claim.

20.1.2. That in the event of reference of dispute for Conciliation, a committee comprising of two members, one each nominated by each party i.e. the Bidder and BECIL respectively shall try to amicably resolve/settle the dispute.

20.2. Reference of Dispute to Arbitration proceeding post conciliation

20.2.1. In the event of failure in mutual resolution of the issue, any dispute(s)/ controversy(s)/ issue(s) arising out of or in connection with the contract, including any question regarding its existence or validity shall be referred to and finally resolved by Arbitration administered by the Delhi International Arbitration Centre as per the Delhi International Arbitration Centre proceeding Rules 2023.

20.2.2. The Aggrieved party wishing to refer a dispute to Arbitration shall give a notice to the Defaulting Party specifying all the points of dispute(s) with details of corresponding the claim amount.

20.2.3. The Arbitration Proceeding shall commence within a span of thirty days from the date of receipt of Invocation Notice complete in all respects as mentioned above.

20.2.4. The dispute(s)/ difference(s)/controversy(s) shall be adjudicated by a single/sole Arbitrator empanelled with the Delhi International Arbitration Centre.

20.2.5. The seat of Arbitrations shall be at New Delhi and the Arbitration proceeding shall be conducted in English.

20.2.6. The award of Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by both the parties.

20.2.7. The provision of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time shall apply to the Arbitration proceedings under this Contract.

20.2.8. That any claim of damage(s) or losse(s) incurred by BECIL as a consequence of the invocation of the litigation/arbitration proceeding owing to the suspension or abandonment of work by the Bidder/Agency shall be reimbursed by the Bidder/Agency.

20.2.9. That if BECIL considers that a dispute under this contract, involves an issue that is related to a dispute under the main contract with end client, then in that event, the Bidder shall assist BECIL during the course of arbitration/legal proceedings emanating from the main contract. Then in that event of initiation of arbitration/legal proceeding, under the main contract, no dispute tied directly to the main contract shall be concurrently referred by the Bidder.

21. JURISDICTION

This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the laws of India. The Courts at Delhi shall have the exclusive jurisdiction to entertain any matter arising out of or in relation to this Contract.

22. FORCE MAJEURE

22.1. For the purpose of this Contract, the term "Force Majeure" shall mean an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or impractical as reasonable to be considered impossible in the circumstance, inclusive of but not limited to war, riots, civil disorder, earthquake, fire, strikes, lockouts or other industrial action (except where such strikes lockouts

or other industrial action are within the power of the Party invoking Force Majeure to prevent) , confiscation or nay other action by the Government Agencies.

22.2. Force Majeure shall not include (i) any event which is the caused by the negligence or intentional action of a Party or by of such Party 's agents or employees, nor(ii) any event which a diligent party could reasonably have been expected both to take into account at the time of the acceptance of the work order under this RFP, and avoid or overcome with persistent effort in carrying out its respective obligations.

22.3. In the case of failure to perform this Agreement due to any force majeure, neither party shall be liable for such failure, and this Agreement shall be terminated automatically, if the persistence of such force majeure event continues for more than three months. In the case of failure to perform any part of this Agreement due to any force majeure, the party suffering from such force majeure may be exempted from corresponding liability to the extent of the impact of such force majeure. However, such party shall continue to perform other obligations under this Agreement which have not been affected by such force majeure.

23. SUB-CONTRACTING

The selected agency shall not subcontract, assign, or transfer any part of its obligations, duties, or responsibilities to any third party without the prior written consent of BECIL. Any attempt to do so shall be considered a material breach, leading to immediate termination without any liability on the part of BECIL.

24. EXTENSION OF TIME

24.1. It is hereby agreed that BECIL shall by mutual agreement update and extend the timeline/ milestone for the completion of work after discussion with the End Client and its officials.

24.2. Any period within which Bidder is unable to complete the work or perform its obligations due to persistence of force majeure event, shall be extended for a period equal to the time during which the Bidder was unable to perform such action.

24.3. Any extension of time agreed upon mutually shall be documented in writing.

24.4. The grant of extension of time shall be contingent on the receipt of the extension of time by the End Customer.

25. ASSIGNMENT

- 25.1. All terms and provisions of this RFP and subsequent Contract/ Agreement / work order with the successful Bidder shall be binding on both the parties and their respective successors and permitted assigns.
- 25.2. Subject to clause mentioned above, the selected Agency shall not be permitted to assign its rights and obligations, under the Contract/ Agreement / work order, to any third party.
- 25.3. BECIL may assign or novate all or any part of the Contract/ Agreement / work order and the Agency shall be a party to such novation, to any third party contracted to provide outsourced services to BECIL or any of its nominees.

26. SEVERABILITY

If any provision of the Contract/ Agreement / work order, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable; the illegality, invalidity or un-enforceability of such provision or part provision shall not affect the other provisions of the Contract/ Agreement / work order or the remainder of the provisions in question which shall remain in full force and effect. The concerned Parties shall negotiate in good faith to agree to substitute for any illegal, invalid or unenforceable provision with a valid and enforceable provision which achieves to the greatest extent possible the economic, social, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.

27. ENTIRE CONTRACT

The Contract/ Agreement / work order with all Appendices and Schedules appended thereto, contents and scope/ specifications of the RFP, all the corrigendum's, response to queries etc. that may be issued against this RFP and the Bidder's offer including presentation and all supporting documents shall constitute the entire Contract/ Agreement / work order between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this clause shall be interpreted so as to exclude any liability in respect of fraudulent misrepresentation.

28. LIQUIDATED DAMAGES

- 28.1. If the Bidder fails to achieve the completion of the work in accordance with the scheduled completion date as given in the Contract or the subsequent Work Order issued thereto, BECIL may without prejudice to any other right or remedy available to it as under the Contract or Law:
- 28.2. Recover from the Bidder liquidated damages equivalent to a sum of 0.5% of the value of the undelivered goods/services for each week of delay beyond the

scheduled date of completion or delivery, subject to a maximum of 10% of the contract value or such liquidated damages as may be imposed by the Client, whichever is higher (due to the failure of the Bidder to meet the contractual obligations).

28.3. The amount towards Liquidated Damages shall become leviable from the scheduled completion date or from the expiry of the extension, if any, given by BECIL without the levy of Liquidated damages.

28.4. BECIL may without prejudice to its right to effect recovery by any other method, deduct the amount of Liquidated Damages from any money belonging to the Bidder which has become due or payable (which shall also include BECIL 's right to claim such amount against Bidder's Bank Guarantee).

28.5. Any such recovery of Liquidated Damages shall not in any way relieve the Bidder from any of its obligations to complete the works or from any other of its other obligation and liabilities under the Contract.

29. POWER OF ATTORNEY

Duly filled Technical Bid with proper seal and signature of authorized person on each page of the bid submitted. The person signing the bid should be the duly authorized representative of the firm/ company whose signature should be verified and certificate of authority should be submitted in accordance with Para 6 of Part-I of the RFP. The power of attorney or authorization or any other document consisting of adequate proof of the ability of the signatory to bind the firm/ company should be annexed to the bid.

30. SIGNING OF NON-DISCLOSURE AGREEMENT

30.1. Except with the written consent of the BECIL, the bidder shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

30.2. Bidders interested to participate in this RFP, shall have to sign a NON-DISCLOSURE AGREEMENT with BECIL on a non-judicial stamp-paper of Rs. 100 as per Annexure- R.

31. MSME:

31.1. The bidder acknowledges and confirms that the BECIL shall be liable to make payments only upon receipt of corresponding payments from the Principal Employer/client. Accordingly, the bidder shall not raise any claims, demands, interest, compensation, or initiate any legal proceedings against the BECIL for any delay in payment arising out of delayed release of funds by the Principal Employer/client.

31.2. The Bidder waives any rights under the Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) or any similar legislation or regulation, to the extent such rights conflict with the agreed payment terms under the Bidder Agreement. The bidder further waives its right to claim Interest on delayed payment by the BECIL, under the Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) or any similar legislation or regulation for the time being in force in India.

32. PERSONNEL:

32.1. The personnel assigned by the Bidder to perform the Services shall be the employees of the Bidder, and under no circumstances shall such personnel be considered employees of BECIL or its nominated agencies. The Bidder shall be responsible for the supervision and control of its personnel and for payment obligations of such personnel's compensation, including salary, withholding of income taxes and social security taxes, workers compensation, employee and disability benefits and the like and shall be responsible and accountable for all obligations of an employer according to applicable laws, rules and regulations.

32.2. The Bidder shall use its best efforts to ensure that sufficient personnel are assigned to perform the Services and those personnel have appropriate qualifications, skills and experience to perform the Services. If BECIL requests that any personnel employed by the Bidder be replaced, the substitution of such personnel shall be accomplished as per the terms of this RFP and subsequent Contract/ WO.

32.3. The selected Bidder shall be responsible for the performance of all its obligations under the Contract and shall be liable for compliance with all relevant labour acts and statutory legislations.

33. 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 system integrator 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).

34. COMPLIANCE WITH APPLICABLE LAW

Each Party to the Contract/ Agreement / work order accepts that its individual conduct shall (to the extent applicable to it) always comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken. In case of changes in such laws, rules and regulations which result in a change

to the Services, shall be dealt with as an exceptional situation with the objective to realign the part getting violated under the revised laws with minimal changes to achieve the objective existent prior to the change. For avoidance of doubt, the obligations of the Parties to the Contract are subject to their respective compliance with all local, state, national, supra-national, foreign and international laws and regulations.

35. ACCEPTANCE OF T&CS OF RFP:

Copy of RFP and respective corrigendum/ addendum should be duly signed and stamped by the bidder at each page as the token of acceptance of all the terms and conditions given in referred RFP.

Part- IV

Special Conditions applicable to this RFP

NOTE- The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. Performance Guarantee/Bid Security :

The Bidders will be required to furnish the PBG amount in the following fashion-

H1-22.5 Lacs, H2-13.5 Lacs and H3- 9.0 Lacs

PBG need to be furnished by way of BG or DD within 15 days of receipt of the confirmed order of selection from BECIL. This PBG primarily will ensure **financial security and commitment** from the vendor or service provider. It will serve as a **guarantee** that the vendor will fulfil their contractual obligations, such as delivering the agreed services or goods on time and according to the agreed scope and terms & condition. This PBG shall protect the client/BECIL against potential losses or damages arising from non-performance, delays, or breaches of contract. Additionally, it can be used to cover any initial expenses or costs incurred during the early stages of the event.

2. Payment Terms:

The selected agency shall be required to submit the bill after the successful concluding the event along with completion (issued by Client), GST return and an undertaking towards the compliance of all statutory compliances. However, the payment shall be made strictly after receipt of payment from end client.

3. Mobilisation Advance: No advance payment(s) will be made.

4. The selected agency will raise the invoice to BECIL after deducting the quoted/agreed composite BECIL margin from the approved DAIC rate.

For example, if the approved rate of any item is INR 100 and the quoted margin is 5% (PMC) & 11% (additional variable margin) - a total of 16%, the invoice value to BECIL will be (INR) $100 - 16 = 84$ plus applicable GST.

5. Required submission of documents for processing of Payment

The payment of bills will be made on submission of the following documents by the Seller along with the bill:

- 5.1. Commercial Tax invoice in two copies
- 5.2. E-Way Bill (as applicable).
- 5.3. Proof of payment such as GST challan,
- 5.4. Proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc (if applicable).
- 5.5. Exemption certificate for taxes/duties, if applicable.
- 5.6. Bank guarantee for advance, if any.

- 5.7. Guarantee / Warranty certificate (if applicable).
- 5.8. Copy of Performance Bank guarantee.
- 5.9. Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code.
- 5.10. User Acceptance/Performance Certificate by User/BECIL.

6. Fall clause: The following Fall clause will form part of the contract placed on successful Bidder

6.1 It is a condition of the contract that the prices charged for the stores/services to be supplied under this RFP by the Supplier shall in no event exceed the lowest price at which the Supplier sells or offers to sell stores/services of identical description to any other Central Government Department, State Government Department, Public Sector Undertaking, Statutory Body, Autonomous Body, or any other organisation, during the currency of the contract.

6.2 If, at any time during the contract period, the Supplier sells or offers to sell such stores/services to any of the above entities at a price lower than the price chargeable under this contract, the Supplier shall forthwith notify such reduction in writing to the Purchaser and the contract price for all subsequent supplies shall stand reduced correspondingly from the date of such lower price coming into force.

6.3 In the event that payment has already been made at a higher rate for any supply made after such reduction, the Purchaser shall be entitled to recover the excess amount paid, either by deduction from subsequent bills or through other lawful means.

6.4 This clause shall apply **mutatis mutandis** to all sub-contracts and orders placed by the Supplier for the purpose of this contract.

6.5 For the purpose of this clause, "identical description" shall mean goods/services of the same specification, quality, make, and warranty terms as mentioned in the Schedule of Requirements of this tender.

7. Specification: The following Specification clause will form part of the contract placed on successful Bidder:

7.1. The Seller shall ensure that the equipment supplied fully complies with the specifications set out in Part-II of the RFP. The Seller shall incorporate any modifications to the existing design/configuration as required by the Buyer, based on the operational and functional requirements of the RFP, including deficiencies identified during trials, inspection, or initial operation. All related technical literature and drawings shall be updated by the Seller to reflect such modifications before supply, or within **30 days** of such modifications being identified post-supply.

7.2. In consultation with the Buyer, the Seller may implement technical upgrades or alterations in the design, drawings, or specifications arising from changes in

manufacturing processes, indigenisation, or obsolescence. Such changes shall not, under any circumstances, adversely affect the final specifications or performance of the equipment.

- 7.3. Any updated technical details, drawings, repair/maintenance methods, and necessary tools resulting from such upgrades or alterations shall be provided to the Buyer at no additional cost, within **30 days** of implementing such changes.

8. OEM Certificate (in case of purchase):

- 8.1. In cases where the Bidder is not the Original Equipment Manufacturer (OEM), the Bidder shall submit, along with the bid, a valid agreement or authorisation certificate from the OEM confirming assured supply of required spares for the equipment during the Warranty and CAMC period.
- 8.2. Where the OEM does not exist, the Bidder may source minor aggregates and spares from authorised vendors, provided that each such item is accompanied by a quality certification acceptable to the Buyer.

9. Insurance:

- 9.1. The Supplier shall, at its own cost, arrange and maintain adequate insurance coverage for the goods/equipment from the point of dispatch until delivery at the Purchaser's designated site, including unloading, storage, handling, installation, testing, commissioning, and final acceptance by the Purchaser.
- 9.2. The insurance shall be on an **"All Risks" basis** (including transit risks, fire, theft, burglary, handling damage, natural calamities, and other accidental damage) for an amount not less than the full contract value of the goods/equipment
- 9.3. Where the scope of work involves erection, installation, testing, or commissioning, the Supplier shall also arrange **Erection All Risks (EAR) or Contractor's All Risks (CAR)** insurance, together with **third-party liability** coverage as per statutory requirements, to remain valid until completion of all contractual obligations and final acceptance by the Purchaser
- 9.4. Proof of valid insurance policies, along with evidence of premium payment, shall be submitted to the Purchaser prior to dispatch of goods. Failure to maintain the required insurance shall not relieve the Supplier of any responsibility or liability under the Contract, and the Supplier shall make good any uninsured loss, damage, or liability at its own cost without delay.

10. CONFIDENTIALITY (With respect to VIP Events as per Protocol):

The VIP functions are held at DAIC and are attended by Hon'ble President, Hon'ble Vice Present, Hon'ble Prime Minister of India & Cabinet Ministers, the proper protocol for the event and confidentiality as per rates/requirements must be

maintained at all times. Any deviation from this clause will make the Selected Agency of BECIL liable for termination from the Contract.

11. Other Special Terms and Conditions:

- 11.1 The selected agency of BECIL shall be responsible for managing all aspects of event management at the premises of DAIC or any other location as designated by DAIC.
- 11.2 The selected agency shall be solely responsible for the safety, security, and payments to its personnel deployed at DAIC. BECIL shall bear no financial responsibility or liability regarding the staff deployed under this agreement.
- 11.3 The selected agency shall ensure safety and security within the DAIC premises or any other designated location during the period of usage for event-related activities.
- 11.4 The selected agency shall perform its services and fulfill its obligations with due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices. It shall adopt sound management principles and utilize appropriate, advanced, safe, and effective technology, equipment, materials, and methods.
- 11.5 In the event of any damage to the DAIC complex/property during the course of the event, the selected agency shall be liable to repair or restore the damage at its own cost, to the satisfaction of BECIL and DAIC authorities.
- 11.6 The selected agency shall submit the Bill of Quantities (BOQ) for various items/articles to be used for event management to BECIL. The agency must ensure that the rates charged are in accordance with the rates approved by DAIC.
- 11.7 The selected agency shall prepare a monthly list of events conducted and submit the same to BECIL within the first three working days of the following month, along with copies of the corresponding work orders.
- 11.8 DAIC and BECIL shall not be held liable for any incidents, mishaps, or loss of life occurring during the event. Any compensation or penalty imposed by a court of law shall be borne entirely by the selected agency.
- 11.9 The selected agency shall be responsible for any claims upheld by an arbitrator or court of law related to the event management services provided.
- 11.10 The selected agency shall ensure full compliance with all applicable laws and regulations, including labor laws and statutory obligations.
- 11.11 The selected agency shall adhere to the directives regarding the prohibition of flex banners and drop-downs, in keeping with the sanctity of the premises and ongoing digitization efforts.
- 11.12 The selected agency shall bear full responsibility to conduct VVIP events as per protocols in force.
- 11.13 The selected agency shall avoid failure of light, sound, IT services during all events by deploying/maintaining redundancy to avoid any such hardware failure.
- 11.14 Any changes in the scope or pricing introduced by DAIC or the end user at a later stage shall be binding and immediately applicable to the selected agency.

Part- V
Annexures

DUE DILIGENCE QUESTIONNAIRE

Ser. No.	Questionnaire	Response from the Company
BACK GROUND DUE DILIGENCE		
1.1	Where and when was the corporate entity formed?	
1.2	Who formed the corporate entity?	
1.3	does it have any subsidiaries, connected companies, affiliates or holding companies?	
1.4	Does it participate in any joint ventures?	
1.5	Who is the ultimate parent company?	
1.6	provide a group company /firm chart IF ANY	
CORPORATE DUE DILIGENCE		
2.1	Is the Company/Firm or any current connected party a director/officer/principal of any other company of business? If so, please provide the names of the companies and business.	
2.2	Does the Company/Firm or any current connected party own 5% or more in any other company or business? If so, please provide the names of the companies and business.	
2.3	Who are the directors, officers & principals of the Company/Firm? What are their full names, nationalities, occupations, addresses and passport/national ID number? What are their ownership interests in the Company? Please provide details.	
2.4	Who are the shareholders of the Company/Firm? If different, who are the ultimate beneficial owners of the Company/Firm? What are their full names, nationalities, occupations, addresses and passport/national ID numbers? What are their ownership interests in the Company? Please provide details.	
2.5	Is the Company/Firm regulated by any government agency? If so, please provide the names of the regulator or government agency.	
2.9	Is the Company/Firm publicly owned or traded on any exchange? If so, please provide the name and country of the stock exchange.	
OPERATION DUE DILIGENCE		
3.1	Does the Company/Firm have an office or business facilities	

	in India? Please provide the address for each office and business facility?	
3.2	Does the Company/Firm have employees or staff? If yes please provide details.	
3.3	Does the Company/Firm have necessary capabilities for communication in English Language?	
3.4	(d) Do any government official, candidates for public office or officers or employees of a political party have any direct, indirect or beneficial interest in the subcontractor or consultant?	
COMPLIANCE DUE DILIGENCE		
4.1	Has the Company/Firm or any connected party ever held any position in government or governmental organisations?	
4.2	Has the Company/Firm or any connected party ever had close contacts with or within government?	
4.3	Has the company/Firm or any connected party ever been a party official, a political candidate or a member of a political party?	
4.4	Has the Company/Firm or any connected party ever had any close contact with a party official, a political candidate or a member of a political party in India?	
4.5	Has the Company/Firm or any connected party ever had occasion to provide gifts, entertainment, or business courtesies to a government official, a candidate for public office, or an official or employee of political party?	
4.6	Has the Company/Firm or any connected party ever given, offered, or promised to give, money or anything of value directly or indirectly to a government official, a candidate for public office or an official or employee of a political party for any reason (for example, to obtain or retain business?) in India?	
4.7	Has the Company/Firm or any connected party made any contribution to candidate for public office or to a political party within the past 5 years?	
4.8	Has the Company/Firm or any connected party ever been arrested, charged or convicted or a crime?	
4.9	Has the Company/Firm or any connected party ever been under investigation by a government or government agency?	
4.10	Have there ever been allegations, including, in the media, of illegal, improper or unethical conduct made against the Company/Firm or any connected party?	
4.11	Has the Company/Firm or any connected party ever been barred or disqualified from doing business with a government department, government agency or by an enterprise owned by the government or an enterprise	

	performing a governmental function?	
4.12	Has the Company/Firm or any connected party ever been terminated or not renewed by client because of ethical or legal concern?	
4.13	Has the Company/Firm or any connected party ever been subject to an investigation by a client because of ethical or legal concerns?	

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

(On Rs 100 Non Judicial Stamp Paper)

Bank Guarantee No. -----

Ref. No.

To

Broadcast Engineering Consultants India Limited

14B IP Estate, Ring Road

New Delhi.

Dear Sir,

Whereas The Broadcast Engineering Consultants India Limited, New Delhi (hereinafter called the "tenderer/Purchaser") include all its successors, administrators, executors and assignees has invited bids dated for _____ vide Tender reference No.

KNOW ALL MEN by these presents that We M/s _____ (hereinafter called the "Bidder") and include alt its successors, administrators executors and assignees having Head Office/ Registered office at _____ have submitted a quotation Reference No. _____ and Bidder having agree to furnish as a conditions precedent for participation in tender as unconditional and irrevocable bank guarantee of Rs. _____ (Rupees _____ only) for the due performance of Bidder's obligations as contained in the terms of the Notice inviting tender and other terms and conditions contained in the tender Documents supplied by the BECIL specially :

The Conditions of obligations are-

- a) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
- b) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.
- c) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
- d) Fails or refuses to accept/execute the contract.

2. Therefore, we _____ (indicate the name of Bank) under the laws of _____ having head/registered office at (hereinafter referred to as the "Bank") which expression shall, unless repugnant to the context or BECIL thereof,

include all its successors, administrators and executors hereby issue irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing Rupees all money to the extent of Rs. _____ (Rupees _____ only) at any time immediately on such demand without any demur, reservations, recourse, contest or protest and/ or without any reference to the Bidder and any such demand made by the BECIL on the bank shall be conclusive and binding notwithstanding any difference between the BECIL and the Bidder or any dispute pending before any court/arbitrator or any other matter whatsoever. We also agree to give that Guarantee herein the BECIL in writing. This guarantee shall not be determined/discharged/affected by the liquidation, winding up, dissolution or insolvency of the Bidder and will remain valid, binding and operative against the bank.

3) We _____ (Bank name) further agree that this guarantee shall not be affected by any change in our constitution, in the constitution of the BECIL or that of the Bidder. We _____ Bank name) also undertake not to revoke, in any case, this Guarantee during its currency.

4) The bank agree with the BECIL that the BECIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms of the tender or get extension of the validity period from time to time. We shall not be relieved from our liability by reason of any such variation or extension of the validity period or for any forbearance, act of omission and commission on the part of the BECIL or any indulgence shown by the BECIL to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties, would, but for this provision, have the effect of so relieving us.

5) This guarantee will remain in force upto _____ and any demand in respect thereof should reach the Bank not later than _____.

6) Not withstanding anything contained herein above.

(i) Our liability under this guarantee shall not exceed Rs. _____/-
(Rupees _____ Only)

(ii) This Guarantee shall be valid up to and including _____ and

(iii) We are liable to pay the guaranteed amount or any part there of under this Bank Guarantee only and only if you have served upon us a written claim of demand on or before expiry of this guarantee i.e. _____, .

Dated the day _____ (year)

PERFORMANCE BANK GUARANTEE FORMAT

(On Rs 100 Non Judicial Stamp Paper)

No.....

Dated:

To,

Broadcast Engineering Consultants India Limited,
14-B, I.P. Estate, Ring Road,
New Delhi

1. Against purchase order no. _____
dated _____ for _____ (hereinafter called the
said contract) entered into between Broadcast Engineering Consultants India Ltd. (BECIL),
14-B, Ring Road, I.P. Estate, New Delhi (herewith called the Purchaser) and
_____(hereinafter called the supplier),
this is to certify that at the request of the supplier we
_____(hereinafter referred to as the Bank), do as
primary obligor and not merely as surety, hereby irrevocably unconditionally and
absolutely undertake against any loss or damage caused to or suffered or would be caused
to or suffered by the Purchaser by reason of any failure of the supplier to perform or
omission or negligence to perform any part of his/their obligation, viz. the performance of
the contract till warranty period, to the satisfaction of the purchaser in term of the
contract.

2. We _____ do hereby
undertake to pay the amount due and payable under this guarantee without any demur
merely on a demand from the Purchaser stating that the amount claimed is due by way of
loss or damage caused to or would be caused to or suffered by the Purchaser by reason of
any breach by the said supplier (s) or any of the terms and conditions contained in the said
contract or by reason of the supplier(s) failure or omission or negligence to perform the said
contract till warranty period or any part thereof. Any such damage made on the bank shall
be conclusive as regards the amount due and payable by the bank upon this guarantee,
which shall not be considered as satisfied by any intermediate payment or satisfaction of
any part of or obligation hereunder. However, our liability under this guarantee shall be
restricted to an amount not exceeding _____

3. We undertake to pay to the Purchaser any amount so demanded by the Purchaser,
notwithstanding:

- (i) Any dispute or difference between the Purchaser or the supplier or any other person or between the supplier or any person or any suit or proceeding pending before any court or tribunal or arbitrator relating thereto, or
- (ii) The invalidity, irregularity or unenforceability of the contract or
- (iii) Any other circumstances which might otherwise constitute discharge of this guarantee including any act or omission or commission on the part of the Purchaser to enforce the obligation by the Purchaser or any other person for any reason whatsoever.

4. We _____ further agree that the Guarantee herein contained shall be contained one and remain in full force and effect during the period that would be taken for the performance of the said agreement till warranty period and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said agreement till warranty period have been fully paid and its claims satisfied or discharged or till BECIL certifies that the terms and conditions of the said agreement till warranty period have been fully and properly carried out by the said supplier and accordingly discharge this guarantee.

5. We _____ hereby agree and undertake that any claim which the bank may have against the supplier shall be subject and subordinate to the prior payment and performance in full of all the obligations of the bank hereunder and the Bank will not, without prior written consent of the Purchaser, exercise any legal rights or remedies of any kind in respect of any such payment or performance so long as the obligations of the Bank hereunder remaining owing and outstanding regardless of the insolvency liquidation or bankruptcy of the supplier or otherwise howsoever. We will not counter claim or set off against its liabilities to the Purchaser with it.

6. We _____ further agree with Purchaser that the Purchaser shall have the fullest liberty without or consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said suppliers from time to time or to postpone from any time or from time to time and of powers exercisable by the Purchaser against the said suppliers and forbearer enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said suppliers or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said suppliers or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the supplier

8. We _____ - lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.

9. Notwithstanding anything contained herein above.

i. Our liability under this guarantee shall not exceed _____)

ii. This guarantee shall be valid up to and including _____; and

iii. We are liable to pay the guaranteed amount or any part there of under this Bank Guarantee only and only if you have served upon us a written claim of demand on or before expiry of this guarantee.

Dated the..... date of.....

UNDERTAKING OF “NO CONFLICT OF INTEREST”

(On Bidder’s letterhead to be signed by authorized signatory)

Ref. No.

Date:

**To,
Broadcast Engineering Consultants India Ltd.,
BECIL Bhawan, Noida. UP**

**Subject: Undertaking of “No Conflict of Interest” for <Tender Name> for Tender/RFP Ref
No. : dated:**

Dear Sir,

We hereby offer to <Name of the work> as specified in this RFP at the prices specified in the commercial bid.

We, the undersigned, do hereby confirmation that we are not involved in any conflict-of-interest situation with one or more parties in this bidding process, including but not limited to:

- (a) receive or have received any direct or indirect subsidy from any of them; or
- (b) have common controlling shareholders; or
- (c) have the same legal representative for purposes of this Bid; or
- (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or
- (e) influence the decisions of BECIL regarding this bidding process.

We, the undersigned, do hereby confirmation that we have not participated in more than one bid in this bidding process and if we participate in more than one bid, then it shall result in the disqualification of all bids in which we are involved,

For M/s _____ (Name of the Bidder)

Signature & company seal

Name

Designation

Email

Mobile No.

Bid Security Declaration Form
(Applicable only for MSME & Startups):
<To be submitted in company's letterhead>

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

Subject: Bid Security Declaration form for (work name) vide Ref. No. dated
.....

Dear Sir,

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the MSE OEM/System Integrator/Service provider registered with MSME/NSIC/KVIC or such Central procuring agencies/Ministries registered with DPIIT are exempted from submission of Earnest Money Deposit. Accordingly, we M/s eligible for exemption from EMD as per the Govt of India OM and Guidelines/Directives and relevant documents/certificates are attached. Accordingly, we hereby declare that :-

We unconditionally accept the conditions of this Bid Security Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in BECIL for 2 years from the date of opening of this Bid if we breach our obligation(s) under the tender conditions if we:

- 1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the Bid validity; or
- 2) being notified within the bid validity of the acceptance of our bid by the Procuring Entity: refused to or failed to produce the original documents for scrutiny or the required Performance Security within 15 days from the date of issue of supply order/contract.
- 3) Fail or refuse to sign/accept the contract.

We know that this bid-security Declaration shall expire if the contract is not awarded to us, upon:

- 1) receipt by us of your notification of cancellation of the entire tender process or rejection of all bids or of the name of the successful bidder or
- 2) forty-five days after the expiration of the bid validity or any extension to it.

Sincerely,
(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated on [insert date of signing]

Place [insert place of signing]

PRE-CONTRACT INTEGRITY PACT

Between

Broadcast Engineering Consultants India Limited (BECIL) hereinafter referred to as "Principal")

And

..... hereinafter referred to as "**The Bidder/Contractors**"

Preamble:

The Principal intends to award, under laid down organizational procedures, contracts for..... The Principal values full compliance with all relevant laws of the land, rule, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(S) and / Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1.1. The Principal commits itself to take all measures necessary to prevent Corruption and to observe the following principles: -

- a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or Immaterial benefit which he/she is not legally be entitled to.
- b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal 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.
- c) The Principal will exclude all known prejudiced persons from the process.

If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Office and in addition can initiate disciplinary actions

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

2.1. The bidder(s) Contractor(s) 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(s) Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal'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 any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder(s) Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder(s) Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s) Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" Shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only.

e) The Bidder(s) Contractor(s) will, when presenting himself, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract/Agreement.

2.2. The Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s) Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) Contractor(s) from the tender process or take action as per the defined procedure.

Section 4 – Compensation for Damages

4.1. If the Principal has disqualified the contractor from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages Equivalent to Earnest Money Deposit / Bid Security.

4.2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

5.1. The Bidder(s) contractor declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2. If the contractor makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banking of business dealings”.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

6.1. The Bidder(s) Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact and to submit it to the Principal before contract signing.

6.2. The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and Subcontractors.

6.3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s)/ Contractor(s)/Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same Chief Vigilance Office.

Section 8 – External Independent Monitor/Monitors

8.1. Principal/ Buyer (BECIL) may, at its discretion, appoints competent and credible Independent External Monitor for this contract. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2. The Monitor will not be subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD of M/s Broadcast Engineering Consultants India Limited (BECIL).

The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

8.3. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.4. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.5. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

8.6. If the Monitor has reported to the CMD of the BECIL, a substantiated suspicion of an offence under relevant APC/PC Act, and the Chairman BECIL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.7. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 20 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD, M/s. Broadcast Engineering Consultants India Limited.

Section 10 – Other provisions

10.1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the head office of the Principal, i.e., New Delhi.

10.2. Changes and supplements as well as termination notices need to be made in writing. Side agreement has not been made.

10.3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

10.4. 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 AND ON BEHALF OF CONTRACTOR

FOR AND ON BEHALF OF PRINCIPAL

Annexure – G

Annual Turnover & Net worth

(To be printed on implementing agency's letterhead and signed by Authorized signatory.)

To

Broadcast Engineering Consultants India Limited
BECIL Bhawan, C-56, A/17, Sector-62, Noida-201307

Full Name of Bidder (Supplier) entity: Full Address of Bidder (Supplier) entity:

S. No.	Financial Year	Turnover of Bidder	Net worth	Remarks
1	2022-23			
2	2023-24			
3	2024-25			
	Average			

*Enclose Audited Financial statement for above mentioned period along with audit report.

Signature of Chartered Accountant with UDIN No.

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Undertaking for Bid Validity

To
Broadcast Engineering Consultants India Limited
BECIL Bhawan, C-56, A/17, Sector-62,
Noida-201307

Reference: RFP No. <<>> dated << 202X>>

I/We hereby submit our Bid and undertake to keep our Bid valid for the period of _____ days from the date of submission of the Bid.

I/We also agree to abide by and fulfill all the terms, conditions of provision of the bid document.

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Bid Covering Letter

To
Broadcast Engineering Consultants India Limited
BECIL Bhawan, C-56, A/17, Sector-62,
Noida-201307

Reference: RFP No. <<>> dated << 202X>>

Dear Sir/Madam,

We, the undersigned, offer to provide Systems Implementation solutions/ services to the Purchaser on <Name of the Systems Implementation engagement> with your Expression of Interest dated <insert date>and our Proposal. We are hereby submitting our Proposal, which includes our Technical bid sealed on the <URL of e-Procurement portal> portal.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document.

We understand you are not bound to accept any Proposal you receive.

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Self-Declaration for Non Blacklisting

(On Rs. 100 non-judicial stamp paper)

Date:

To
Broadcast Engineering Consultants India Limited
BECIL Bhawan, C-56, A/17, Sector-62,
Noida-201307

Reference: RFP No. <<>> dated << 202X>>

Subject: Undertaking for Black listing.

Dear Sir,

This undertaking is in reference to the above mentioned tender for

In this regard, we, M/s _____(Name of the Bidder) having
registered office at _____ (address of the Bidder) hereby certify that
we have not been debarred/black-listed by any PSU / Autonomous Body / central/state
Government Agency.

For M/s _____(Name of the Bidder)

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Power of Attorney for signing the Bid on Rs. 100 Stamp Paper

on Rs. 100 Stamp Paper (Notarized)

KNOW ALL MEN BY THESE PRESENTS,

We, [*Name of Bidder*] do hereby irrevocably constitute, nominate, appoint and authorize _____, who is presently employed with us and holding the position of “_____”, as our true and lawful attorney (*hereinafter referred to as the “Attorney”*) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our bid for the Project “*Name of Project*” of “_____” (*the “client”*) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-applications and other conferences and providing information/ responses to the client, representing us in all matters before the client, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the client in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the client. The act done by _____ (Name of authorized person) will be binding on the selected bidder.

IN WITNESS WHEREOF WE, ____(*Name of Bidder*)____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF Date _____.

For Name of Bidder,

Accepted

Witnesses:

1. (Notarized)

PRICE BID FORMAT

REQUEST FOR PROPOSAL (RFP) for Selection of agencies for execution of “Event Management SERVICES” at Dr. Ambedkar International Centre, 15, Janpath, New Delhi -110001 on behalf of becil			
Name of the Bidder			
Address, Contact Details of the Bidder			
E-TENDER NOTICE NO.		BECIL/PROJ/BBP/DAIC/EM/25-26/01 dated:	
Sno	Item Description	Offered Margin in percentage (in %)	
A	<u>BECIL Margin</u>	PMC (Fixed)	Additional Variable Margin
		5%	To be quoted by the Bidder (min. 10%)
In Words			

NOTE

- Bidders are required to quote BECIL margin** as per the Price Bid Format on the portal. The taxes as applicable shall be extra.
- Vendors must quote a minimum BECIL margin of 15%**, which includes 5% PMC (Fixed) and an additional minimum 10% BECIL margin (Variable). Bidders are to quote a higher BECIL margin above 15% in order to be considered for **H1 ranking**.
- Bidders must not include any financial cost, figures, or rates in the technical bid** under any circumstances. Any such inclusion may lead to disqualification.
- During the evaluation process, the **bidder quoting the highest margin** shall be adjudged as **H1**. The next highest shall be considered **H2**, and so on. **H2 and H3 agencies will be required to match the H1 margin** in order to get selected.
- Based on the quoted margin, **enquiries and work orders will be issued** to H1, H2, and H3 agencies, in accordance with the allocation mechanism defined in this RFP document (Part II-Methodology).\
- In the event of award of work to the selected bidder, the bidder shall raise an invoice to BECIL **after deducting the BECIL margin** (Refer to Part- IV, Clause 2, Payment Terms, Point 4 on page 46), so that **BECIL’s final invoice to the client does not exceed the pricing mentioned in the DAIC rate card**.

**MSME undertaking
(To be given on a Rs. 100/- Stamp Paper)**

This Undertaking is made on this day of, 2025, by:

M/s. [Name of Bidder], having its registered office at..... [Address] (Hereinafter referred to as the "Bidder", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives, and permitted assigns);

IN FAVOUR OF: Broadcast Engineering Consultants India Limited (BECIL), a distinguished Mini Ratna Public Sector Enterprise, having its Corporate Office at BECIL Bhawan, C-56, A/17, Sector-62, Noida - 201307(UP) (hereinafter referred to as the "BECIL", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives, and permitted assigns).

WHEREAS:

1. The Principal Employer/client, have awarded the work for execution of the project
2. BECIL through this RFP intends to onboard on agency / agencies for the work.
3. As per the terms of the RFP, BECIL shall release payment to the selected Bidder/bidders only after receiving the payment from the Principal Employer/client.

NOW THEREFORE, the bidder hereby undertakes and agrees as follows:

1. The bidder acknowledges and confirms that the BECIL shall be liable to make payments only upon receipt of corresponding payments from the Principal Employer/client. Accordingly, the bidder shall not raise any claims, demands, interest, compensation, or initiate any legal proceedings against the BECIL for any delay in payment arising out of delayed release of funds by the Principal Employer/client.
2. The Bidder waives any rights under the Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) or any similar legislation or regulation, to the extent such rights conflict with the agreed payment terms under the Subcontract Agreement. The bidder further waives its right to claim Interest on delayed payment by the BECIL, under the Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) or any similar legislation or regulation for the time being in force in India.
3. This obligation shall survive the termination or expiry of the Contract signed with the successful bidder selected through this RFP process.

Signature & Stamp of Bidder

LAND BORDER DECLARATION CERTIFICATE

Restrictions on procurement from Bidders from a country or countries, or a class of countries under Rule 144(xi) of the General Financial Rules 2017.

Tender Document No: Date:

Bidder's Name, Address & contact details:

Bidder's Reference No. Date:

Restrictions on procurement from Bidders from a country or countries, or a class of countries under Rule 144(xi) of the General Financial Rules 2017.

I/We certify that this Bidder is not from such a country or if from such a country has been registered with the Competent authority. I hereby certify that this bidder fulfills all requirements in this regard

I/We certify that this Bidder is not from such a country or if from such a country has been registered with the competent authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and also undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration by us would be violation of Code of integrity and would attract penalties as mentioned in this tender document, including debarment.

(Signature with date)

(Name and designation)

Duly authorized to sign Bid for and on behalf of

(Name & address of the Bidder and Seal of Company)

NON-DISCLOSURE AGREEMENT

This Confidential Information & Non-disclosure Agreement (“Agreement”) is entered into this _____ day of _____ 2017 (“effective date”) by and between **Broadcast Engineering Consultants India Limited, A Government of India Enterprise, a Government Company registered under the Companies Act, 1956/ Companies Act 2013** under the aegis under Ministry of Information and Broadcasting and having its head office at 14-B, Ring Road, I.P. Estate, New Delhi – 110002 (hereinafter referred to as “BECIL”).

And

_____, a company with its registered office at _____ (hereinafter referred to as “YYY”)

RECITALS

- A. The parties are desirous of entering into a pre bid agreement to collaborate _____. YYY understands that in the course of the negotiations it may be privy/exposed to certain data and other information of confidential nature, including proprietary information, trade secrets, intellectual property, technical data, market and commercial information and materials of **XXX**.
- B. “YYY” acknowledges that the unauthorized use or disclosure of such information may result in serious and irreparable damage and loss to “XXX” or its clients.
- C. “YYY” considers and agrees that all such information may be highly confidential property and trade secret and that the “YYY” will handle all such information on strictly confidential basis, in accordance with the terms of this agreement and for the objective set forth herein.

AGREEMENT

Now thereof, in consideration of the terms covenants conditions, promises, provisions and agreements contained herein, the need and sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. As used in this agreement, the terms “Confidential information” includes, but is not limited to all of the following information, whether or not reduced in writing and that “YYY” learns of or becomes acquainted with as a direct or indirect result of the exchange of information and data, as more specifically set forth in this agreement :

(a) Discoveries, concepts, innovations & ideas (including, but not limited to, the nature and results of research, survey and development activities), processes, formulae technologies, know-how, designs, plans and specifications.

(b) Marketing and commercial techniques, purchasing information, pricing information, procedures, financial information, customers names and job description, role and abilities, customer information, supplier agreements and information, and data and other information or material relating to the manner in which "XXX" or its clients plan/do business.

(c) Marketing strategies and plans, sales strategies and plans, business strategies and plans, financial strategies and plans, product and service strategies and plans, research and development plans, methodology adopted and planned and all other plans & strategies of "XXX" or its clients.

(d) Proprietary rights, trade and business secrets, intellectual property, agreements contracts, licensed, proposals, budgets, forecasts, projections, personal & business contacts and any other related information or material relating to the existing and future business to others.

(e) Any of the information or materials described herein which is the property of any others person or entity which has revealed or delivered such information or material to "YYY" pursuant to the contractual relationship with "XXX" and or otherwise in course of interaction between "XXX" and its clients.

(f) All information of which the unauthorized disclosure could be detrimental to the interest of "XXX" or its clients, and will include any and all information described herein whether or not such information is identified or marked "Confidential".

2. As used in this agreement, the term "Confidential information" will not include:

a) Information which at the time of disclosure, was published, known publicly or otherwise in the public domain;

b) Information which, after disclosure, is published, becomes known publicly, or otherwise becomes part of the public domain through no fault of the "YYY"

c) Information which, prior to the time of disclosure, known to the "YYY" as evidence by its written records;

d) Information, which is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body. However, in the event of a disclosure under this subsection 2(d), the "YYY" will give the other party written notice of such order or requirement as soon as practical prior to the disclose of the Confidential Information to permit such party to make to assure its confidentiality.

3. "YYY" will use such Confidential information only for fulfilling the responsibilities assigned to it by "XXX", unless otherwise agreed to in writing by the parties to this Agreement, and will use the same degree of care it uses to protect and safeguard the Confidential Information to any person or persons outside of "XXX" or its clients and will only disclose such Confidential Information to those in-house personnel who have executed a confidentiality agreement wherein they agree, as the parties hereto agree, to not disclose the Confidential Information. In case "YYY" desire to disclose the Confidential Information to any non-in-house personnel (a "third party"), "YYY" will do so only with restrictions similar to those contained in this Agreement and only after obtaining written consent of such disclosure from "XXX". "YYY" will take such degree of care as is reasonable to protect the confidentiality of the proprietary and Confidential Information.

4. At all times during the term of the Agreement, and at all times after the Agreement in terminated, regardless of how termination occurs (whether at the instance of any party hereto, by court order, or otherwise), the parties agree that the confidential information is, and at all times will be confidential and proprietary to "XXX" and to its clients. "YYY" at all times during the validity of this Agreement and at all times after the termination of this Agreement, will use the same standard of care to protect the Confidential Information received from "XXX", as it uses to protect its own confidential material. After the agreement is terminated, "YYY" agrees to return to "XXX", all the confidential information, and all copies thereof (if Any), disclosed pursuant to this agreement. The parties expressly agree that the provisions of this paragraph 4 will survive any termination of the agreement, and will be binding on "YYY" for so long as "XXX" regards the confidential information that they disclosed as proprietary and/or confidential and the disclosure of the same to any party without any proper written authorization could be detrimental to the business interest of "XXX" or its clients.

5. The parties hereto understand that this agreement does not constitute a license to use the confidential information other than as specified for the objectives set in herein as per the Recital, Para A.

6. This document contains the entire Agreement between the parties as to the subject matter hereof and supersedes any previous or contemporaneous understandings, commitments, or agreement, oral or written, as to such subject matter, and applies to all previously disclosed " Confidential Information ", if any,

7. In case of any dispute between the parties hereto, arising under this Agreement, the prevailing party in any such action will be entitled to recover its actual attorneys' fees and costs incurred in good faith, without any references or limitation imposed by any court schedule, in addition to any other relief to which that party may be entitled.

8. The terms of this Agreement may only be modified by an Agreement in writing signed by the parties hereto.

10. This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

11. This Agreement shall stand valid and inforce during the course and effect, and the period of contractual arrangement between “XXX” and the “YYY” for the objective outlined in the Recitals, Para A, of this agreement, and three year thereon from the completion of the objectives of the said contract/employment.

12. The individuals executing this Agreement represent that they have the authority to execute this Agreement and to bind the undersigned to this Agreement to the terms hereof.

13. The laws of India will govern this Agreement.

In witness thereof, the parties hereto are duly authorized and cause this Agreement to be executed.

Executed this day _____ of _____ 2008 Place _____

For “XXX”

“YYY”