

EXPRESSION OF INTEREST
FOR

**Selection of Agency for GEM/2025/B/6935713 dt. 27-11-2025 for Hiring of PR Agency ,
Hiring of Social Media Agency - Content creation, Content response and content
moderation, Campaign Management, Response management/Helpdesk support, Basic
reporting and analytics, Training and capacity building of internal staff, Social Media.**

EOI No. BECIL/P-III(BP)/SOCIALMEDIA/RECL/25-26/EOI-02

Dated: 20/12/2025

Issued By

Bipin B. Pandey (DGM)

 बेसिल BECIL	<p>Broadcast Engineering Consultants India Limited (A Government of India Enterprise) CIN No. : U32301UP1995GOI017744</p> <p><i>Corporate Office:</i> BECIL BHAWAN, C-56-A/17, Sector-62, Noida-201 307Tel: 0120 4177850, Fax: 0120 4177879</p> <p><i>Head Office:</i> 14-B Ring Road, IP Estate, New Delhi- 110002Tel: 011 23378823, Fax: 01123379885 Web: www.becil.com Email Id : bipin.pandey@becil.com</p>	 भारत 2023
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DISCLAIMER

The information contained in this Request for Proposal document (the "EOI") 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 EOI and such other terms and conditions subject to which such information is provided. This EOI 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 EOI is to provide interested parties with information that may be useful to them in making their offers (Bids) pursuant to this EOI. This EOI 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 EOI 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 EOI. 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 EOI and obtain independent advice from appropriate sources. Information provided in this EOI 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 EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI 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 EOI. 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 EOI. The issue of this EOI 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 EOI does not guarantee selection of bidder.

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SECTION –I INTRODUCTION AND BRIEF
DESCRIPTION

SECTION – I

INTRODUCTION AND BRIEF DESCRIPTION

1. 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 now diversified into the fields of Strategic Projects such as Information Communication Technology, Handling of Social Media, PR, Creative content, 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, Social Media Management and 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, Defense and Cable Industry. Through this network of resourceful technical professionals, BECIL, has established its pan India presence to serve the needs of the industry.

BECIL has a vast reservoir of experts and integrates the expertise of All India Radio (AIR) and Doordarshan (DD), the national broadcaster of India, catering to one of the largest Radio Networks reaching out to more than a billion people and the world's largest Terrestrial Television Network supplemented by Analogue and Digital satellite Broadcasting services reaching out to millions of TV homes in India and abroad.

2. INTRODUCTION OF PROJECT/TENDER

Rural Electrification Corporation limited has floated Tender on GEM/2025/B/69357713 dated 27.11.2025 for Hiring of PR Agency, Hiring of Social Media Agency - Content creation, Content response and content moderation, Campaign Management, Response management/Helpdesk support, Basic reporting and analytics, Training and capacity building of internal staff, Social Media.

3.1 ELIGIBLE BIDDERS

That the Prospective Bidder or its Allied firm or sister concern should not be blacklisted/de-barred 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.

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

That in the event, if the Bidder chooses to be discreet and conceal about its status or about the status of any of its Allied/Sister concern of being debarred, then it shall be construed as a misrepresentation of facts and shall lead to an appropriate action by BECIL.

That the Bidder should not be undergoing any liquidation/insolvency proceedings on the due date of the submission of the bid. In case of any change in the status of declaration by the Bidder, the same shall be notified by BECIL to the Bidder in a span of seven days from the date of initiation of proceeding.

3.2 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.

3.3 ASSURANCE

The successful Bidder shall have to provide requisite documentation and satisfactory assurance of its capability and intention in regard to the supply of the goods and/or performance of the requisite scope of work/services pursuant to the award of the Contract within the time set forth herein.

3.4 CONTENTS OF THE BIDDING DOCUMENT

That the set of Bidding Documents, include the Annexures given herein below in addition to the Invitation for Bid, together with any amendment/addendum

- i. Annexure -I Introduction and Brief Description
- ii. Annexure II- Schedule Of Dates
- iii. Annexure III- General Terms and Conditions
- iv. Annexure IV- Scope of Work and Specification
- v. Annexure V- Bid Evaluation and Matrix

vi. Annexure VI- Enclosures and Forms

3.5 CLARIFICATION OF BIDDING DOCUMENT

For any clarification related to using the portal, you may visit the below link:

<https://becil.ewizard.in>

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- (ii) Any queries relating to the process of online bid submission or queries relating to e- tender Portal in general may be directed to the Helpdesk Support.
- (iii) Please feel free to contact ewizard helpdesk (as given below) for any query related to **E-tendering Phone No. 011-49606060**

Mail id: - helpdesk@ewizard.com -

3.6 ADDENDUM/AMENDMENT TO THE BIDDING DOCUMENT

At any time prior to the deadline for the submission of the Bids by the Bidders, BECIL shall have the discretion to amend the bid at its own initiative or in sub-sequence to a clarification sought by the prospective Bidder.

The Amendment /Addendum shall form a part of the Bidding Document pursuant to clause 19 and clause 40 of the General terms and Conditions and the same shall be notified on the said procurement portal, so that the said addendum/amendment becomes binding on all the prospective bidders.

In the event of an Addendum/Amendment to the Bidding Document, the prospective Bidders shall be provided with a reasonable time for the purpose of preparation of their bids.

3.7 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.

3.8 EARNEST MONEY DEPOSIT

That a Bid Security amounting to Rs. 5,43,600/- (Rupees Five Lakhs forty three thousand six Hundred only) will be submitted with bid by all the bidders on back to back basis in the form of online transfer/BG in favor of M/s Broadcast Engineering Consultants India Limited. ~~Exemption to MSME and Startup shall be given as per GoI guidelines.~~ The EMD submitted is refundable and no interest will be paid. The EMD will be refunded, in case work is awarded to BECIL on the submission of Performance Bank Guarantee and in case of unsuccessful bid, immediately after the fact came to BECIL knowledge.

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.

That any Bid not secured in accordance with Earnest Money Deposit will be rejected by BECIL by virtue of being un-responsive.

That the Earnest money deposit of all the Unsuccessful Bidders shall be discharged/returned not later than 45 days after the finalization of the tendering process, whereas the Earnest money deposit of the unsuccessful Bidder shall be discharge upon signing the Work Order/Agreement or upon acknowledging the award and on furnishing of the Performance bank guarantee/ Security deposit.

~~Exemption to MSME and Startup shall be given as per GoI guidelines.~~ Notwithstanding any contained in the Contract, the Earnest money deposit shall be forfeited in the following circumstances:-

- i. In the event of withdrawal of bid, by the Bidder during the bid validity period.
- ii. If the Bidder is found indulgent in fraudulent/collusive and coercive practice.
- iii. In the event if the Bidder modifies the bid after the due date and time for the submission of the Bids.
- iv. In the case of successful Bidder, if the Bidder fails to sign the work order/Agreement.
- v. In case if the Bidder fails to furnish the Performance bank guarantee/ security.

3.9 INTENT AND IMPORTANT ASPECTS OF THE EXPRESSION OF INTEREST (EOI)

The Intent and important aspects of this Expression of Interest is (EOI) are as follows: -

BECIL intends to onboard a **Back-end Partner/System Integrator**. The selected partner will support BECIL in the execution of GEM Tender No. GEM/2025/B/69357713 dated 27.11.2025 for Hiring of PR Agency, Hiring of Social Media Agency - Content creation, Content response and content moderation, Campaign Management, Response management/Helpdesk support, Basic reporting and analytics, Training and capacity building of internal staff, Social Media.

The intent of this EOI is to select a Back-end Technology Partner of BECIL, for collaborating with BECIL for preparing a bid and participating in the above mentioned tender and providing support during execution of work for the bid submitted by BECIL and subsequently execute the project if awarded to BECIL. An MOU/ Agreement will be signed by BECIL with Agency/Back-end Partner selected through this EOI with requisite scope of work as mentioned above.

In case the bid submitted by BECIL against the said tender, is accepted and BECIL receives Work Order/ Agreement from/ with the Client. BECIL may issue a Work Order to the selected agency. In such a scenario, the following conditions will be applicable, which are to be fully taken into consideration by the bidders, prior submitting a response to this EOI:-

- The Bidder/backend Partner selected through this EOI, may be issued a work order by BECIL, for undertaking the work as per the above mentioned client's tender.
- All terms and conditions of the client's tender, and any subsequent amendments/ corrigenda thereof, will be applicable fully on back to back basis on the Bidder/backend

Partner selected through this EOI, including all important terms and conditions like EMD, PBG, Payment Terms, SLA conditions, Liquidity Damages, and any other penalties etc.

Performance Bank Guarantee (PBG): In case the said tender is awarded to BECIL, the PBG as applicable shall be payable by the selected bidder on back to back basis as per the terms and conditions of Client's Tender. The bidder must submit an undertaking in the bid stating that "they will provide the PBG in accordance with the timeline and the terms and conditions outlined in the client's tender.

All Payment terms and conditions will be kept on back to-back basis, any mobilization of advance to selected vendor will be provided after submission of financial BG of 110% value of advance.

The decision to engage the successful bidder as Back End Technology Partner shall be taken by the Competent Authority of BECIL and accordingly the respective agreement shall be signed.

Bidders are advised to go through the Scope of Work and terms & condition of the said tender to understand the requirement and challenges associated with locations prior to submitting their bids.

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.

SECTION –II

IMPORTANT DATES (SCHEDULE AND CRITICAL DATES)

SECTION –II

1. IMPORTANT DATES (SCHEDULE AND CRITICAL DATES)

1.1 E-TENDER PORTAL FEE

The bidder has to pay a non-refundable e-tender portal fee amounting to ₹ 3540/- (Non-refundable) by way of on-line payment on e-tender portal before submission of the proposal.

S. N	ACTIVITY	SCHEDULED DATE & TIME
1.	EOI Number	EOI No. BECIL/P-III(BP)/SOCIAL MEDIA/RECL/25-26/EOI-02
2.	Date of Issue of EOI	20.12.2025
3.	Last date and Time for Submission of bids	22.12.2025 upto 12:00 PM
4.	Opening of Bid date and time	22.12.2025 upto 12:30 PM
5.	Availability of Document	https://www.becil.com; https://becil.euniwizard.in; GeM-Portal website www.gem.gov.in
6.	E-tender Portal Fee (Non-refundable)	INR 3,540/- E-tender Portal Fee (non-transferrable & non-refundable) payable through online e-Portal.
7.	Bidder Enrolment Fee (Non-refundable)	INR 2360/- Bidder Enrolment Registration fee (non-transferrable & non-refundable) payable through online e-Portal.
8.	BID DOCUMENT document Fee (Form Fee) (Non- Refundable)	INR 17,700/- (incl GST) Form Fees (non-transferrable & non-refundable) payable through online e-Portal.
9.	EMD/ Bid Security	INR 5,43,600/- to be submitted along with bid documents on back to back basis in the form of online transfer to BECIL account (Annexure-B, Bank mandate form).
10.	Address for Communication of bids	BECIL Bhawan, C-56 / A -17, Sector - 62, Noida – 201307.
11.	Contact details for this EOI	Sh. Bipin B. Pandey, DGM Tele- 0120-4177850 Email- bipin.pandey@becil.com

NB: - INR 3540/- (Non-refundable) by way of on-line payment on e-tender portal before submission of the proposal.

2. SUBMISSION OF THE PROPOSAL

The bidders are advised to study the BID DOCUMENT carefully. Submission of proposals shall be deemed to have been done after careful study and examination of the EOI document with full understanding of its implications. Bidders shall have to submit their proposal (Technical and Financial) online through the e-tendering website <https://becil.euniwizard.in>.

3. E-TENDERING PROCEDURE

3.1.1.1 E-Procurement is the complete process of e-tendering from publishing of tenders online, inviting online bids, evaluation and award of contract using the system. You may keep a watch of the tenders floated under <https://becil.euniwizard.in>. These will be invited for online Bids. Bidder Enrolment can be done using "Bidder Enrolment".

3.1.1.2 The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on <https://becil.euniwizard.in> the e-tendering portal as per uploaded bid.

3.1.1.3 More information useful for submitting online bids on may be obtained at: <https://becil.euniwizard.in>

3.1.2 GUIDELINES FOR REGISTRATION ON PORTAL

3.1.2.1 Bidders are required to enroll on the e-Procurement Portal by clicking on the link "Online Bidder Enrolment" on the e-tender Portal by paying the Registration fee of Rs. 2360/- (inclusive of taxes).

3.1.2.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3.1.2.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.

3.1.2.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile. Or bidders can contact our help desk for getting the DSC.

3.1.2.5 Only valid DSC should be registered by a bidder. Please note that the bidders are

3.1.2.6 Responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

3.1.2.7 Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC /e-Token.

3.1.2.8 The scanned copies of all original documents should be uploaded in pdf format on portal <https://becil.euniwizard.in>

3.1.2.9 After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail ID: helpdesk@euniwizard.com for activation of your account.

Helpdesk Number: Tel 011-49606060, 9355030616, 9560364871

3.1.3 SEARCHING FOR TENDER DOCUMENTS ON PORTAL

3.1.3.1 There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.

3.1.3.2 Once the bidders have selected the tenders they are interested in, you can pay the form fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e-tender Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the tender document.

3.1.4 PREPARATION OF BIDS ON PORTAL

3.1.4.1 Bidders should take into account any corrigendum published on the tender document before submitting their bids.

3.1.4.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.

3.1.4.3 Bidders, in advance, should get ready the bid documents to be submitted as indicated in the tender document /schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Color option which helps in reducing size of the scanned document.

3.1.4.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.

3.1.4.5 These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

3.1.5 SUBMISSION OF BIDS ON PORTAL

3.1.5.1 Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

3.1.5.2 The bidder has to digitally sign and upload the required bid documents one by one as

indicated in the tender document as a token of acceptance of the terms and conditions laid down by BECIL.

- 3.1.5.3 Bidder has to select the payment option as “e-payment” to pay the tender fee / EMD As applicable and enter details of the instrument.
- 3.1.5.4 Bidders are requested to note that they should necessarily submit their financial bids in the format provided 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 colored (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.
- 3.1.5.5 The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 3.1.5.6 The uploaded tender documents become readable only after the tender opening by the authorized bid openers. Upon the successful and timely submission of bid click “Complete” (i.e. after Clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

3.1.6 CLARIFICATION

For any clarification related to using the portal, you may visit the below link:

<https://becil.euniwizard.in>

- 3.1.6.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 3.1.6.2 Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.
- 3.1.6.3 Please feel free to contact euniwizard helpdesk (as given below) for any query related to

E-tendering Phone No. 011-49606060

Mail id: - helpdesk@euniwizard.com

SECTION –III

**EOI NOTICE & GENERAL TERMS AND
CONDITIONS**

SECTION –III
EOI NOTICE & GENERAL TERMS AND CONDITION

1. EOI NOTICE

- a. Broadcast Engineering Consultants India Limited (BECIL) invites Expression of Interest (EOI), through online mode, for selection of an Agency/back-end Partner of BECIL, for collaborating with BECIL for preparing a bid and participating in the tender for Tender Number GEM/2025/B/6935713 dated 27.11.2025 floated by RECL.
- b. The EOI 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. EOI Documents which are not legible shall be rejected.
- c. The representative of agency will require a specific authorization/ board resolution to submit the EOI.
- d. In case the bidder has any doubt about the meaning of anything contained in the EOI document, they shall seek clarification within 01 day of issue of EOI. Except for any written clarification by Shri. Bipin B Pandey, DGM, BECIL, no written or oral communication, presentation or explanation by any other employee of BECIL shall be taken to bind or fetter BECIL under the contract. In case of such clarification or otherwise, the extension in the bid submission date of the EOI shall be entirely on the discretion of BECIL taking into the consideration of end client's tender submission due date.
- e. The Management of BECIL reserves the right to amend or withdraw any of the terms and conditions mentioned in the EOI Document or reject any or all the bids without giving any notice or assigning any reason. The decision of the CMD, BECIL in this regard shall be final and binding on all.
- f. BECIL reserve the right to amend any term of the EOI at any point of time before the submission and bidder should regularly check the website. Further, BECIL also reserves to increase/ decrease/ delete/ add any BOQ item. Further any amendment done by client after the selection of bidder, all the amendment will be applicable. In case of non-acceptance of such amendment, the EMD submitted will be forfeited by BECIL and blacklisting of agency may be done for a minimum period of 3 years from participating in BECIL EOI/tenders
- g. The bidder should submit the signed Integrity Pact on a plain paper along with the bid.
- h. The Bidders will have no right to withdraw from the EOI process post submission of their bid without the formal consent of BECIL.
- i. Even after participation in the EOI by any bidder will be on "NO COST NO COMMITMENT" basis. The Bidder shall bear all cost associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges, authentication charges and any associated charges including taxes & duties there on. Further, BECIL will in no case be responsible or liable for these costs, regardless of the outcome of the bidding process.

j. **For Consortium:** Not allowed

2. SUBMISSION OF EOI

- a. EOI, complete in all respects, must be submitted online on the <https://becil.euniwizard.in>.
- b. BECIL may, at its own discretion, extend the date for submission of EOI. In such a case all rights and obligations of BECIL and the bidders shall be applicable to the extended time frame.
- c. As the EOI can be submitted only up to the defined date and time, there can't be any late bids.
- d. At any time prior to the last date for receipt of EOI, BECIL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by an amendment. The amendment will be notified on BECIL's website <http://www.becil.com> & <https://becil.euniwizard.in> and should be taken into consideration by the prospective bidders while preparing their EOI.
- e. The bidders will bear all costs associated with the preparation and submission of their bids. BECIL will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- f. The bidder shall ensure that it fulfills the eligibility criteria as desired in the EOI and other essential conditions. Compliance statement of Eligibility criteria with the documents submitted as a proof is to be prepared and submitted. The supporting documents may be with list of existing and past clients with details of services offered, details of similar projects executed.
- g. The EOI should be duly signed on each page by authorized person. Documents authorizing the signatory /Power of Attorney must accompany the bid.
- h. The EOI complete in all respects must be submitted with requisite information and annexure(s). The EOI should be free from ambiguity, change or interlineations. In complete EOI will not be considered and is liable to be rejected without making any further reference to agency/ bidder.
- i. Bidders have to take into account any changes/ amendments made in the end client's Tender / BID DOCUMENT through corrigendum till date of submission of bid in response of EOI.

2.1	Checklist of documents/information to be submitted	
	(a)	Bidder Particulars as per format. Profile of the company/bidder/firm.
	(b)	Certificate of Incorporation (for Company/LLP/Proprietorship)
	(c)	Memorandum & Articles of Association/Partnership deed/Proprietorship declaration
	(d)	Audited financial statements for the last 3 years i.e. FY 2022-23; 23-24; 24-25 (Certificate from a Chartered Accountancy firm as per Annexure A of RECL Tender document).
	(e)	ITR Acknowledgment for last 3 years i.e. FY 2022-23; 23-24; 24-25. Certificate of financial capability/credit facility issued by bank.
	(f)	Undertaking to provide the PBG in accordance with the timeline and the terms and conditions outlined in the client's tender
	(g)	GST Registration Certificate
	(h)	Copy of PAN Card
	(i)	Any other relevant registration documents on registration with other appropriate authorities (ESIC, EPFO, Labour deptt etc.)
	(j)	Power of Attorney authorizing the person signing the bid for this EOI.
	(k)	Undertaking in letter head to indemnify BECIL from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.
	(l)	Undertaking in compliance to Office Memorandum No. F. No. 6/18/2019-PPD, Dated 23-07-2020, Department of Expenditure, Ministry of Finance as per Clause 3 below.
	(m)	All the requisite documents in the prescribed formats placed at Annexures to this Eoi
	(n)	Pre-Contract Integrity Pact as per Annexure-A
	(o)	All the documents in support of Technical criteria like Experience Certificates, PO, proposed Makes for the solution, Solution architecture (if asked) and other documents as required.
	(p)	Declaration regarding acceptance of Terms and conditions of EOI.
	(q)	Undertaking for compliance with signing of Non-disclosure agreement as per clause 31 below.
	(r)	Undertaking for payment of EMD/ Bid Security if selected or claiming EMD-exemption under startup and MSME enclosing the relevant documents such as registration certificate with MSME & Startup in similar field/ work.
	(s)	Undertaking regarding absence of Conflict of Interest as per clause 6 below
	(t)	Consortium agreement in case where bidder is consortium

3. OPENING OF EOI

- a. The bids submitted against this EOI shall be opened on 22.12.2025 @ 12:30 PM. BECIL reserves the right to change the date of opening of bid.
- b. Bidders who wish to attend opening of EOI may visit BECIL for the same at the designated time, with authorization in proper format on bidder's letter head.

SECTION -III

GENERAL TERMS & CONDITIONS OF EOI

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 EOI and subsequent to this EOI 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 hereinabove, 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

- 3.1 The Undertaking at Annexure-K 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

- 4.1 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:

4.1.1 Deficiency in the Bidder's performance of its scope of service of breach of any of its obligations or scope of work.

4.1.2 Actions by the Bidder that causes BECIL to be indirect or direct consequential, breach of the main contract.

4.1.3 Any claims by employees, suppliers, creditors or other persons in a relationship with the Bidder.

4.1.4 Any claims of infringement , misappropriation or otherwise by third parties in regard to the execution of the Project

5. CODE OF INTEGRITY

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

5.1.1 Offering of any bribe or undue gratification in any form to BECIL or its officials, or indulging in any corrupt practices.

5.1.2 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.

5.1.3 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.

5.1.4 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.

5.1.5 Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

5.1.6 Obstruction of any investigation or auditing of a procurement process.

5.1.7 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:
- (i) 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
 - (ii) 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.

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 offenses 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 BECIL 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 and 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 AND UNDUE INFLUENCE

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 by the Bidder 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

10.1 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 & COST

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 BID DOCUMENT 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 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:

11.2.1 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.

11.2.2 Withdrawal from or abandonment of the work by Bidder before completion of the work as per contract.

11.2.3 Non completion of work/ Non-supply by the Bidder within scheduled completion/delivery period as per BID DOCUMENT or as extended from time to time, for the reason attributable to the Agency/ Bidder.

11.2.4 Termination of Contract on account of any other reason (s) attributable to Agency/ Bidder.

11.2.5 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.

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. TERMINATIONS

- 15.1 Termination of Contract by BECIL due to unsatisfactory performance.
- 15.2 If the Bidder refuses or fails to execute the specified quantum of work or any separate part thereof with diligence or ensure its completion within the time specified in the BID DOCUMENT, or subsequent work order issued thereto, then it shall be open to BECIL at its option by written notice to the Agency/Bidder to:
- 15.2.1 To terminate the contract without prejudice to any other remedy available under the Contract. That a notice of cure, highlighting the deficiency or problem shall be served on the Agency/Bidder by BECIL, with an opportunity to cure the same within a period of 15 days. That on the non-resolution of deficiency, a notice of termination shall be served on the Agency/Bidder and the Contract shall be deemed terminated after a period of 15 days from the date of notice of termination.

15.3 Termination due to Breach

- 15.3.1 BECIL may, without prejudice to any other remedy available for the breach of contract, may terminate the contract in sub-sequence to non-resolution of deficiency after the service of a notice of cure with a window period of fifteen days. After the end of the cure period, a 15 (fifteen) days' notice shall be served on the Agency/ Bidder, and the contracts shall be deemed terminated after the end of the period of fifteen days from the date of notice of termination.
- 15.3.2 The following sub-clauses shall attract the provision of termination, on the occurrence of the following events -:
- (i) If the Bidder has abandoned or repudiated the Contract;
 - (ii) If the Bidder has without valid reason failed to commence work on the project promptly;

- (iii) If the Bidder has persistently failed to execute the works/express deliverable in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;
- (iv) If the Bidder defaults in proceeding with the works/job with due diligence and continues to do so after a notice in writing of fifteen (15) days from BECIL;
- (v) If the Bidder has obtained the contract as a result of undue of influence or adopted unethical means/ corrupt practices.
- (vi) if the information submitted/furnished by the Bidder is found to be incorrect;

15.4 Termination due to Insolvency

15.4.1 If the Agency/Bidder dissolves or become bankrupt or insolvent or cause or suffer any receiver to be appointed for its business of any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, then BECIL shall be at liberty :-

15.4.2 To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by a fifteen day notice in writing to the Agency/Bidder or to give the Receiver or liquidator or other person, the option of carrying out the contract subject to its providing a guarantee upto an amount to be agreed upon by BECIL for due and faithful performance of the contract.

15.5 Termination for Convenience

BECIL can terminate the Agreement by serving a 30 day notice without assigning any cause or reason to the Bidder/ selected agency. The contract shall be deemed terminated after a period of 30 days from the date of termination notice.

16. POST TERMINATION RESPONSIBILITY

- 16.1 In all cases of termination herein set forth, the obligations of BECIL to pay shall be limited to the period upto the date of termination, subject to the receipt of such payment from the Client.
- 16.2 That any pending bills raised by the Bidder, prior to or post the termination of the Contract on account of the breach of the terms and conditions of the contract, shall be put on hold, till the time, the corresponding payment is received from the Client and any amount deducted by the Client against the bills raised by BECIL shall be consequently deducted from the bills raised by the Bidder respectively.

- 16.3 The Bidder shall forthwith stop any of its work then in progress, except such work as BECIL may, in writing, require to be executed at the designated site/premises.
- 16.4 That in the event of termination under clause 16.1 and 16.2 the whole or part of the performance security furnished by the Agency/Bidder is liable to be forfeited without prejudice to the right of BECIL to recover from the Agency/Bidder any accruing or incurred losses or damages, on account of termination of contract due to unsatisfactory performance/ delay in execution of work.

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 ether 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 below:

**Mr. Bipin B. Pandey, DGM,
BECIL Broadcast Engineering Consultants India Ltd,
C-56/ A-17, Sector-62, Noida-201307, U.P., India.
Email: bipin.pandey@becil.com**

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, 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

- a) 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.
- b) 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.
- c) 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,
- d) The dispute(s)/ difference(s)/controversy(s) shall be adjudicated by a single/sole Arbitrator empaneled with the Delhi International Arbitration Centre.
- e) The seat of Arbitrations shall be at New Delhi and the Arbitration proceeding shall be conducted in English.
- f) 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.

- g) 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.
- h) 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.
- i) That if BECIL considers that a dispute under this contract, involves an issue that is related to a dispute under the main contract, then in that event, the Bidder shall assist the main contract, then in that event, the Bidder 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 BID DOCUMENT, 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, nor shall this Agreement 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. SUBCONTRACTING

The Bidder shall not subcontract the entire or any portion of the work to be performed by it, without the prior written consent 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 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 and signed by both the parties to be affected.

25. ASSIGNMENT:

- 25.1 All terms and provisions of this BID DOCUMENT 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. 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.

27. 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.

28. ENTIRE CONTRACT:

The Contract/ Agreement / work order with all Appendices and Schedules appended thereto, contents and scope/ specifications of the BID DOCUMENT, all the corrigendum's, response to queries etc. that may be issued against this BID DOCUMENT 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.

29. LIQUIDATED DAMAGES

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:

29.1 Any liquidated damages imposed on BECIL by the Client, BECIL shall pass on the entire quantum of liquidated damages to the bidder/ selected agency on back-to-back basis.

29.2 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.

29.3 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)

29.4 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.

30. 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. 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.

31. SIGNING OF NON-DISCLOSURE AGREEMENT

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

Bidders interested to participate in this BID DOCUMENT, shall have to sign a NON-DISCLOSURE AGREEMENT with BECIL on a non-judicial stamp-paper of Rs. 100. Participation without undertaking for compliance to above shall be invalid and such bids shall not be considered by BECIL.

32. MSME

32.1 The Bidder acknowledges and confirms that 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 BECIL for any delay in payment arising out of delayed release of funds by the Principal Employer/client.

- 32.2 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 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.
- 32.3. The bidder to give the undertaking as per Annexure – N, on a non-judicial stamp-paper of Rs. 100.

SECTION –IV SCOPE OF WORK

SECTION –IV SCOPE OF WORK

1. SCOPE OF WORK/SCHEDULE OF REQUIREMENTS

For detailed scope of work of the project & the Bill of Quantity, the bidders may refer the Client's Tender document, and its amendments & corrigenda issued subsequently (if any); **Tender details references are as below and the same is also attached along with this EOI.** (*Bidders are instructed to check for any new corrigendum/amendments etc. before bidding*)

Client's Tender Reference No. GEM/2025/B/6935713 dated 27.11.2025

Website: <https://gem.gov.in>

All the Annexures attached in this EOI must be submitted by Bidder along with the bid in addition to the Annexures required from Client's tender document as mentioned in Eligibility Criteria.

SECTION –V
ELIGIBILITY CRITERIA AND EVALUATION

SECTION –V

1. ELIGIBILITY CRITERIA AND EVALUATION

S.No.	Eligibility Criteria	Documents to be submitted
1	<p>a. Sole Bidder should be a legal entity such as firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies etc., registered on GeM at the time of submission of the Bid.</p> <p>b. Sole Bidder shall not separately participate directly or indirectly in another bid in the same bidding process.</p>	Valid certificate of incorporation or commencement of business/ other statutory registrations etc.
2	Sole Bidder must be in possession of a valid GST number and must have a valid PAN Number.	PAN card and GST Certificate
3	An office of the Service Provider must be located in the NCR of Delhi. Documentary evidence to be submitted by the sole bidder.	Undertaking on letterhead of the company stating details of their Delhi NCR office with a break-up of all the staff, team, designation, etc. and communicating acceptance for implementation of contract.
4	The bidder must have a minimum average annual turnover equivalent to ₹12 crore during the last three financial years. The bidding agency should be a profit-making entity with positive net-worth in the last three financial years i.e. FY 2022-23, FY 2023-24, FY 2024-25.	Certificate from a Chartered Accountancy Firm (To be attached as Annexure-A) clearly stating Net Profit
5	Bidder must have the solvency / credit facility / financial capability from the bank for minimum value of Rs. 2.35 Crores.	Certificate with tender reference/ Sanction letter from the Bank. The Solvency certificate must be obtained before the Bid Due Date.
6	<p>Sole Bidder should have handled at least one PR account in any field, and must meet the following criteria in the last 5 years i.e. last 5 financial years and current financial year:</p> <p>One account with contract value of ₹ 65 Lakhs or</p> <p>Two accounts with a minimum contract value of ₹ 40 Lakhs each or</p> <p>Three accounts with a minimum contract value of ₹ 32 Lakhs each.</p>	<p>Any one of the following documents may be submitted as valid proof:</p> <p>Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.</p> <p>Execution certificate by client with contract value.</p> <p>Any other document in support of contract execution like Third Party Inspection release note, etc.</p> <p>The documents submitted shall clearly indicate the value of PR work (excluding media cost value) as proof of experience. Along with duly filled annexure -B.</p>

7	Sole Bidder should have handled at least one Social Media account in any field for Central Ministry/State Government/Listed Company (Minimum Turnover of ₹5000 Cr.) and must meet the following criteria in the last 5 years i.e. last 5 financial years and current financial year: One account with contract value of ₹1.9 Crore or Two accounts with a minimum contract value of ₹1.16 Crore each or Three accounts with a minimum contract value of ₹0.93 Crore each.	Any one of the following documents may be submitted as valid proof: Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. Execution certificate by client with contract value. Any other document in support of contract execution like Third Party Inspection release note, etc. The documents submitted shall clearly indicate the value of Social Media work (excluding media cost value) as proof of experience. Along with duly filled annexure -B.
8	The bidding agency must be able to provide a qualified Servicing and Creative team as per the specifications and requirements at Annexure-I, for undertaking the Creative work and related activities of the Ministry.	Undertaking on letterhead of the company stating acceptance for implementation of work.
9	The bidding agency should agree to undertake the assignment in accordance with the Scope of Work and Terms and Conditions of the Tender Document.	Undertaking on letterhead of the company clearly stating acceptance for implementation of work in accordance with the Scope of Work and as per the terms and conditions of the Tender.
10	Bidder company should not be under a Declaration of Ineligibility for Corrupt or Fraudulent practices with any Government departments/agencies/ ministries or PSUs and should not be blacklisted by any government departments/agency/ Ministries or PSUs as on date of bid submission.	Self-certified undertaking from authorized signatory to be submitted on company letterhead. To be attached as Annexure-C
11	Bidder company should not be under liquidation.	Bidder to upload undertaking to this effect with bid.
12	Bidder company should submit undertaking related to Environmental Social and Governance (ESG) Policy.	An undertaking to this effect should be submitted by the bidder on its letter head. To be attached as Annexure-D
13	Filled in Vendor Profile Form	As Per Annexure-H
14	Buyer Organization specific Integrity Pact shall have to be complied by the bidders.	Bidders shall have to upload a scanned copy of the duly signed integrity pact as per Buyer organizations policy along with bid documents. As Per Annexure-E
15	Bidder to submit Earnest Money Deposit (EMD) as mentioned in the bid document.	Bidder must upload scanned copy of EMD along with bid and ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with

		the bid.
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Note:

1. **Bidders must refer to all the formats defined by the client, as listed in the above table, and ensure they are duly signed and stamped.**
2. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
3. The Sole Bidder/ Bidder/backend Partner company must fulfil the above eligibility criteria conditions as per above criteria and submit requisite document as specified. Any Bid not fulfilling the pre-qualification conditions given above may be summarily rejected. Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances.
4. BECIL/REC reserves the right to verify/confirm all original documentary evidence including references and clients as submitted by Sole Bidder/ Bidder/backend Partner in support of above-mentioned clauses of pre-qualification/ eligibility criteria.
5. Bidders to upload self-attested true copy of all supporting documents for each of the PQ/eligibility criteria as in the bid with summary along with relevant page nos. for each criterion(s).
6. Bidder should have properly indexed each page and should specify relevant page numbers where relevant supporting documents i.e. work orders; completion certificate, other references are attached.
7. BECIL/REC Limited reserves the right to accept or reject the deviations / justifications and accordingly to take a decision to qualify the bidder in the evaluation of the Techno-Commercial Bid.
8. Bidder should upload scanned documents in Searchable PDF format.
9. All the Queries are to be sent to BECIL.
10. The third parties, clients, vendors, and other relevant stakeholders should ensure information security related to all information of REC Limited.
11. The vendor deploying their manpower(s) to REC must submit the background verification report of that manpower(s).
12. Bidder shall not attach/submit financial/price details along with technical bid proposal.

2. PRELIMINARY EVALUATION

- a. 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 EOI have been furnished, the documents have been properly signed and the response is generally in order.
- b. 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.
- c. 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.

d. In case two bids are received from the same bidder, both the bids will be rejected.

3. EVALUATION PROCESS

No enquiry/ query shall be made by the bidders during the course of evaluation of the EOI, 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.

3.1 The bidder's proposals will be evaluated as per the requirements specified in the EOI and adopting the evaluation criteria spelt out in subsequent paras of this EOI document. The bidders are required to submit all required documentation as per evaluation criteria specified in EOI.

3.2 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 EOI/tenders.

3.3 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.

3.4 Evaluation of proposals shall be based on:

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

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

3.5 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.

3.6 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.

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

3.7.1 Made untrue or false representation in the form, statements required in the EOI document.

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

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

4. FINANCIAL EVALUATION:

- 4.1 Bidders are advised to quote the unit wise rate in the tentative BOQ as per Annexure 'L' for the required services. The successful bidder will be determined based on the lowest offered rates ranked as L-1.
- 4.2 Financial to be quoted as per the Price bid format at Annexure- L & M.
- 4.3 The successful agency will be selected on the basis of L1 price, where L1 indicates the lowest price offered to BECIL as per price format. L1 bidder may be called for further negotiations, if required
- 4.4 A bidder/backend partner agreement shall be signed by BECIL with the successful declared L1 bidder.
- 4.5 The final price quoted in the end client's tender will include the BECIL margin, as determined By BECIL.

SECTION –VI
ENCLOSURES AND ANNEXURES

PRE-CONTRACT INTEGRITY PACT

Between

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

And

..... here in after 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.

1.2. 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 bidder 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. The Principal may appoint competent and credible Independent External Monitors for this Pact. 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 is not 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).

8.3. 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.

8.4. 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.

8.5. 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 nonbinding 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.

8.6. 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.

8.7. 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.

8.8. 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 have not been made.

10.3. If the Contractor is a partnership or a Bidder/backend Partner, this agreement must be, signed by all partners or bidder/backend Partners.

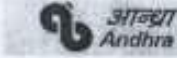
10.4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

FOR AND ON BEHALF OF CONTRACTOR

FOR AND ON BEHALF OF PRINCIPAL

यूनियन बैंक  Union Bank
of India

100% WHOLLY OWNED - A Undertaking of India Undertaking



(A Govt. of India Undertaking)
MID CORPORATE BRANCH, DELHI SOUTH
D -26-28, Connaught Place, NEW DELHI -110001
Tel: +91-9137849790; Fax: 01-11 23414330 ; Swift: UBININBNDL
Email: ubin0549797@unionbankofindia.bank

Ref.: MCB:ADV:ATL:2022-23:

Date: 18.01.2023

TO WHOMSOEVER IT MAY CONCERN

A	Name of the Beneficiary	BROADCAST ENGINEERING CONSULTANTS INDIA LIMITED
i	Address with Pin Code	BECIL Bhawan, C-56/A17, Sector -62, Noida - 201307 (U.P)
II	Permanent Account Number (PAN)	AAACB2575L
III	(a) Telephone No.	0120-4177861
	(b) Fax Number	0120-4177879
	(c) Contact Person	Sh. Awadhesh Pandit General Manager - (Finance and Accounts)
	(d) E-mail Address	panditmd@becil.com
	(e) Mobile No.	+91-8130918866
B	Bank Particulars	
i	Bank Name	UNION BANK OF INDIA
II	Bank Contact No	+91-9137849790
III	Branch Address with Pin Code	26/28, 1 st Floor, D Block, Connaught Place, New Delhi, 110001.
IV	BSR Code	549797
V	MICR	110026046
VI	SWIFT CODE	UBININBNDL
VII	11 Character IFSC Code of the Bank (Either enclosed a cancelled Cheque or obtain Bank Certificate as appended)	UBIN0549797
VIII	Bank Account Number as appearing on the Cheque Book	565101000065461
IX	Bank Account Type	Overdraft
X	If other, Specify	..

*This certificate is issued on the specific request of our customer without any risk and responsibility on the part of the bank or any of its employees.

Bank Stamp with  Authorized Signatory

Date 20-01-2023

Particulars of the Bidder

1.	Name of company/bidder	
2.	Office Address /Telephone No / Fax No / email id / website	
3.	Year of establishment	
4.	Status of the Company/bidder	
5.	Name of Directors	i)
6.	Names of principle person concerned with this work with title and Telephone No / Fax/ Email Id, Etc.	
7.	Whether registered with the registrar of companies /registrar of firms. If so, mention number and date.	i) ii) iii)
8.	In case of change of Name of the Firm, former Name / Names and year/ years of establishment:	
9.	GST registration certificate	
10.	Whether an assessed of income tax. If so, mention permanent account number.	
11.	State Annual turnover of the company/bidder Furnish copies of audited balance sheet and profit & loss account (audited) for the last three years.	
12.	Particulars and place of similar type of works done in a single order and tender amount. (Furnish details in a separate sheet and enclose copy of the employers certificate)	
13.	Specify the maximum value of single work executed in the past three years.	
14.	Status and details of disputes/ litigation/ arbitration, if any.	
15.	Certificate of financial capability / credit facility issued by the bank.	

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Annual Turnover & Net worth

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

To
The Deputy General Manager
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.

Note: The required certificate from CA with UDIN No. is enclosed along with this form. Certificate without UDIN No. will be rejected.

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Performa of letter of Undertaking for Bid Validity

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

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

I/We hereby submit our Bid and undertake to keep our Bid valid for the period of 180 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
Deputy General Manager
Broadcast Engineering Consultants India Limited
BECIL Bhawan, C-56, A/17, Sector-62, Noida-201307

Reference: EOI 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 EOI document. We would hold the terms of our bid valid for <180> days as stipulated in the EOI document.

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

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Credentials Summary

S. No.	Project Name	Client Name	Client Type	Project Value (in INR)	Documentary evidence provided (Yes or No)	Project Status (Completed or Ongoing or Withheld)
1						
2						
3						
4						
5						

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Self-Declaration For Non Black Listing

ON BIDDER'S LETTER HEAD

Bidder Ref. No.

Dated :

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

We, M/s. ----- hereby declare that the firm/company namely M/s. -----
-----, as on the date of bid submission, has not been blacklisted or debarred by any of the Central Government or State Government or any organization under Central/ State Government or any Statutory Authority, or any Public- Sector Undertaking.

M/s has not been found guilty of any criminal offence by any court of law in India or abroad.

M/s, its directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statement or misrepresentations as to their qualifications to enter into procurement contract within a period of three years preceding the commencement of the procurement process or have not been otherwise disqualified pursuant to debarment proceedings.

Yours faithfully

For,

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Undertaking Regarding Payment of GST/ Filing of GST Return

Ref.....

Date

To,
The Chairman and Managing Director,
Broadcast Engineering Consultants India Limited,
56-A/17, Block-C, Sector-62, Noida-201307 (U.P.)

Subject: Undertaking regarding Payment of GST/ Filing of GST Return

Dear Sir,

This is in connection to the works awarded by M/s Broadcast Engineering Consultants India Limited (BECIL), we hereby undertake that we will comply with Goods and Services Tax 2017 and subsequent amendment and Various Rules Relating to GST Act, 2017(herein after referred to as GST Act and Rules) wherever we are obliged to comply with the GST Act and GST Rules.

We further hereby undertake that we will issue proper **“Tax Invoice”** and/or any other Relevant Document as required under GST Act and Rules. We will furnish appropriate GST return and pay GST as required under GST Act and Rules on timely basis and will provide GST credit on timely basis through GST Portal (and/or by any other means as provided by GST Act and Rules).

We hereby certify & undertake that we will not alter, delete or modify the tax invoices and other details uploaded at GST Portal unless approved by BECIL in writing. We hereby certify all the relevant document along with tax invoice as the case may be

We also hereby certify & undertake that we indemnify BECIL on account of any loss of GST input credit as well as any interest, penalty, demands or other costs, expenses suffered by BECIL because of any failure on our part to file appropriate Return on time and/or pay Tax to Government/Appropriate Authority.

In case we do not make payment the tax/interest/penalty/other expenses etc. on demand raised by Government/Tax Authorities due to default/delay on our part/action, we also authorize BECIL to forfeit/deduct from security held by BECIL, equivalent amount of interest/penalty/tax etc. for the amount so withheld.

Signature of Authorized Signatory on behalf of Agency

Address: _____

Mobile: _____

Email ID: _____

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

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:

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.

EOI 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 understood 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)

1. PRICE BID FORMAT (as per end clients tender)

Price Bid / Financial Schedule						
Price Bid / Financial Schedule for Appointment of Agency to undertake PR and Social Media activities on retainer ship basis for PM-Surya Ghar: Muft Bijli Yojana (PMSG: MBY)						
	Name of Bidder:					
Sl. No.	Item/Description	Unit Price Per Month (Excluding GST) (in INR)	GST (%)	GST amount	Price Per Month (Including GST) (in INR)	Total Price for 2 Years (Including GST) (in INR)
		A	B	C=A*B%	D=A+C	E=D*24
I	Public Relations: Cost for year-long public relations and reputation management as per scope of work including production works (if any) and strategy submitted			₹ 0.00	₹ 0.00	₹0.00
II	Social Media Management including equipment/ hardware/ software/ subscriptions/ incidentals, etc. as per scope of work including production works (if any) and onsite team cost as per manpower requirements (25 nos.) as at Annexure 1			₹ 0.00	₹ 0.00	₹0.00
Grand Total (Sub total I +II)						₹0.00

PRICE BID FORMAT

Price Bid / Financial Schedule for Appointment of Agency to undertake PR and Social Media activities on retainer ship basis for PM-Surya Ghar: Muft Bijli Yojana (PMSG: MBY)				
Name of the Bidder				
Address, Contact Details of the Bidder				
SHORT E-TENDER NOTICE NO.		GEM/2025/B/6935713 dated 27.11.2025		
Sno	Item Description	Qty	Units	Lump Sum Price offered for the complete Project (inclusive of CAMC, warranty Spares etc.) as per full Scope of Work (Inclusive of GST)
A	<u>Lumpsum Quote for Appointment of Agency to undertake PR and Social Media activities on retainer ship basis for PM-Surya Ghar: Muft Bijli Yojana (PMSG: MBY)</u>	1	Lot	
B	<u>% Discount Rate</u>			
C	<u>Value of BECIL Margin</u>			
D	<u>Overall Quoted price to BECIL= A-C</u>			
Total (in INR)				
In Words				

- During evaluation process, bidder with least "D" will be considered as L1.
- The bid having higher value of "B" will be selected in case of tied D.
- If the bidder is selected, during the final tender submission, the price to be quoted shall not be more than price "A" and the margin offered to BECIL shall not be less than "B".

Note: The BOQ (Bill of Quantity) for which services are required (from the bidder through this EOI process) will be finalized after the finalization of this EOI only.

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 to BECIL.~~
- ~~2. BECIL through this EOI intends to onboard on agency / agencies for Procurement and Installation of CCTV Cameras and Accessories.~~
- ~~3. As per the terms of the EOI, 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 EOI process.~~

Signature & Stamp of Bidder

Onsite Manpower Requirements

1. Project Director (1 No.)
2. Team Leader cum Client Servicing Executive (1 No.)
3. Creative Director (1 No.)
4. Video Editor (4 Nos.)
5. Graphic Designer (4 Nos.) and Animator (2 No.)
6. Content Writer (English) (2 Nos.)
7. Content Writer (Hindi) (2 Nos.)
8. Media Strategist (2 Nos.)
9. Social Media Manager and Analyst (1 No.)
10. Social Media Executive and Analyst (2 Nos.)
11. PR Manager (1 No.)
12. PR Executive (2 Nos.)

Minimum qualification of the resources –

Project Director

- A Bachelor's degree in public relations, communications, journalism, marketing, English, or a related field.
- Master Degree in public relations, strategic communications, or MBA in marketing
- Have 12-15 years of experience in PR/Communications/Campaign management or a related field, gained through internships, assistant roles, or initial PR positions.
- Demonstrated experience in handling large projects and teams for delivering effective campaigns

Expertise in -

- PR and Communication strategies that align with brand objectives, identifying target audiences, key messages, and the best channels for outreach.
- Experience in managing a team, overseeing projects, and guiding team members, including junior PR professionals, content creators, and social media managers.
- Established connections with journalists, editors, and influencers, and the ability to leverage these relationships for consistent media coverage.
- Responsible for overseeing public relations strategies, managing a team, and ensuring alignment with organizational goals
- Requires both strategic vision and hands-on expertise in PR practices.
- Ability to design large scale campaigns and ensure the delivery as per their metrics
- Should be able to analyse and report campaign effectiveness with reach, impressions etc.

Team Leader cum Client Servicing

- Must hold a Bachelor's degree in marketing, communications, journalism, public relations, digital media, or a related field
- A Master's degree in digital marketing, strategic communications, or an MBA
- Professional certifications in social media, content marketing, and digital strategy platforms
- Relevant experience of 10-12 years of experience in social media management, analytics, or digital marketing
- Demonstrated experience in handling large projects for delivering effective campaigns

Expertise in -

- Excellent command over English and Hindi
- Hands-on experience in social media marketing

- Proficiency in developing content calendars, directing content creation, and ensuring that content aligns with brand tone, messaging, and audience engagement goals
- Knowledge of how analytics inform content strategy, understanding what drives engagement, reach, and conversions, and optimizing content accordingly
- Familiarity with social media tools like Sprout Social, Hootsuite, Buffer, and data analytics tools
- Strong ability to analyse engagement data, track KPIs, and adjust strategies based on insights to meet performance objectives.
- Must manage a team of social media professionals, work cross-functionally with content, creative, and strategy teams, and coordinate with clients or stakeholders.
- Taking briefs from the client. Converting the brief into creative brief in line with the scheme communication requirements
- Liaison with all the stakeholders in order to be a bridge between the creative team and the client
- Have the ability to work out timelines of execution and delivery of assignments and ensuring timely output
- Developing updated presentations as and when required during the course of the assignment for various stakeholders.

Creative Director

- Must hold a Bachelor's degree in a relevant field such as film production, media studies, communications, visual arts, graphic design, etc.
- A master's degree in fine arts, film production, business (MBA), or media management can provide advanced industry insights
- Advanced Degrees/Training in cinematography, editing, digital media, or creative direction. Certifications in industry-standard tools (Adobe Creative Suite, Final Cut Pro, DaVinci Resolve, etc.) or project management (PMP, Agile, etc.)
- Relevant experience of minimum 10-12 years in creative production of a reputed brand or an advertising agency.

Expertise in -

- Excellent command over English and Hindi
- Has managed projects from concept to completion, with hands-on experience in storytelling, script development, and working with creative teams.
- A strong portfolio showcasing a range of projects (e.g., commercials, branded content, films, etc.) is essential
- Experience in managing people, budgets, and timelines. Effective communication, team collaboration, conflict resolution skills, etc.
- Directors must have a deep understanding of storytelling, visual aesthetics, branding, etc.

Video Editor

- Must hold a Bachelor's degree in fields like film studies, communications, journalism, media production, or visual arts.
- Certifications or diplomas in post-production, editing software (such as Adobe Premiere Pro, Final Cut Pro, DaVinci Resolve), or animation software can be highly beneficial.
- Advanced Degrees (if any) Master's degrees or MBAs in Creative direction or Project Management.
- Relevant experience of minimum 8-10 years in a reputed brand or advertising agency/agencies.

Expertise in -

- Excellent command over English and Hindi, vernacular abilities desirable
- Video and audio editing software is crucial. Familiarity with Adobe Creative Suite, motion graphics, color grading software, etc.
- Hands-on experience in editing, storytelling, and visual composition.

- Experience with project management, working within timelines, managing feedback, and collaborating with other creative professionals.
- Understanding of various social and digital media platforms

Animator

- Must hold a Bachelor's degree in fields like film studies, media production, communications or visual arts.
- Certifications or diploma in Motion Graphics.
- Software skills in Photoshop, After Effects, Blender and Illustrator
- Relevant experience of minimum 6-10 years in a reputed brand or advertising agency/agencies.

Expertise in -

- Excellent command over English and Hindi, vernacular abilities desirable
- Familiarity with Adobe Creative Suite and Motion Graphics.
- Hands-on experience in visual composition and scene designing.
- Experience with project management, working within timelines, managing feedback, and collaborating with other creative professionals.
- Understanding of various social and digital media platforms
- Expertise in text and character animation

Graphic Designer

- Bachelor's degree Fine Arts/applied arts/Graphic design or related fields
- Expertise in Adobe Photoshop, InDesign, Illustrator, etc.
- Relevant experience of minimum 6-10 years in a reputed brand or an advertising agency

Expertise in -

- Excellent command over English and Hindi
- Must have experience of creating digital and social media creatives
- Well informed about new technology, trends and innovations especially in digital space.
- Understand the client brief and translate it into high quality, innovative and inspiring artwork
- Design statutory as well as creative content including content for social media and website.
- Problem solving capability

Content writer (English)

- Bachelor's degree in English/journalism/communications
- Relevant experience of minimum 5-7 years in a reputed brand or an advertising agency

Expertise in -

- Excellent command over English
- Writing quality and timely content for social media, newsletters, print ads, video scripts, etc.
- Creating content that drives user engagement
- Prepare copies for creatives
- Understand the client brief and translate it into high quality, innovative and inspiring content keeping in mind the nature of business of the client
- Collaborating with other team members to develop content strategies

Content writer (Hindi)

- Bachelor's degree in Hindi/journalism/communications
- Relevant experience of minimum 5-7 years in a reputed brand or an advertising agency

Expertise in -

- Excellent command over Hindi

- Writing quality and timely content for social media, newsletters, print ads, video scripts, etc.
- Creating content that drives user engagement
- Prepare copies for creatives
- Understand the client brief and translate it into high quality, innovative and inspiring content keeping in mind the nature of business of the client
- Collaborating with other team members to develop content strategies

Media Strategist

- Bachelor's degree in marketing, advertising, mass communication, journalism, or a related field
- Relevant experience of minimum 5-7 years in a reputed brand or an agency

Expertise in -

- Excellent command over English and Hindi
- Ability to analyze data, interpret trends and identify new media trends
- Strong verbal and written communication, interpersonal, and negotiation abilities
- Ability to develop effective media plans aligned with the campaign objective
- Identifying and analyzing the target audience's demographics, psychographics, and media consumption patterns
- Collaborating with other team members to develop media strategies based on research and considering factors like timing and frequency
- Managing allocation of budgets across media channels for optimal ROI
- Negotiating prices and placements for various media
- Proficiency with analytical tools, media planning software, and spreadsheets to track campaign performance and make data-driven adjustments/decisions

Social Media Manager and Analyst

- Must hold a Bachelor's degree in marketing, communications, business, data science, psychology or in data analytics or social media marketing
- A master's degree in digital marketing, data analytics, or business administration (MBA)
- Certifications in social media analytics, such as Google Analytics, Facebook Blueprint, or courses from Hootsuite, HubSpot, or other social media platforms
- Relevant experience of 6-10 years of experience in social media management, analytics, or digital marketing

Expertise in -

- Excellent command over English and Hindi
- Proficiency with analytics tools like Google Analytics, Sprout Social, Hootsuite, and native platform insights (e.g., Facebook Insights, X Analytics). Familiarity with data visualization tools like Tableau, Power BI, similar tools, etc.
- In-depth knowledge of the algorithms, engagement patterns, and trends across platforms such as Facebook, Instagram, LinkedIn, X, WhatsApp, YouTube, etc.
- Knowledge of how analytics inform content strategy, understanding what drives engagement, reach, and conversions, and optimizing content accordingly
- Ability to translate analytics into clear, actionable insights and recommendations for clients or internal teams. Proficiency in creating detailed, understandable reports for stakeholders.

Social Media Executive and Analyst

- Must hold a Bachelor's degree in marketing, communications, business, data science, psychology or in data analytics or social media marketing
- A master's degree in digital marketing, data analytics, or business administration (MBA)

- Certifications in social media analytics, such as Google Analytics, Facebook Blueprint, or courses from Hootsuite, HubSpot, or other social media platforms
- Relevant experience of 4-6 years of experience in social media management, analytics, or digital marketing

Expertise in -

- Excellent command over English and Hindi
- Proficiency with analytics tools like Google Analytics, Sprout Social, Hootsuite, and native platform insights (e.g., Facebook Insights, X Analytics). Familiarity with data visualization tools like Tableau, Power BI, similar tools, etc.
- In-depth knowledge of the algorithms, engagement patterns, and trends across platforms such as Facebook, Instagram, LinkedIn, X, WhatsApp, YouTube, etc.
- Knowledge of how analytics inform content strategy, understanding what drives engagement, reach, and conversions, and optimizing content accordingly
- Ability to translate analytics into clear, actionable insights and recommendations for clients or internal teams. Proficiency in creating detailed, understandable reports for stakeholders.

PR Manager

- A Bachelor's degree in public relations, communications, journalism, marketing, English, or a related field, vernacular abilities desirable
- Master's degree in public relations, social media, content marketing, or digital communications
- Have 6-10 years of experience in PR or a related field, gained through internships, assistant roles, or initial PR positions. Experience working on PR campaigns, media outreach, or event coordination is preferred.

Expertise in -

- Managing media relations, drafting press materials, and handling brand communication.
- Expertise in crisis management, including the creation and execution of crisis communication plans to protect the brand's reputation during challenging times
- Strong writing and editing skills for developing press releases, statements, speeches, and other public-facing content aligned with campaign messaging.

PR Executive

- A Bachelor's degree in public relations, communications, journalism, marketing, English, or a related field, vernacular abilities desirable
- Master's degree in public relations, social media, content marketing, or digital communications
- Have 4-6 years of experience in PR or a related field, gained through internships, assistant roles, or initial PR positions. Experience working on PR campaigns, media outreach, or event coordination is preferred.

Expertise in -

- Managing media relations, drafting press materials, and handling brand communication.
- Expertise in crisis management, including the creation and execution of crisis communication plans to protect the brand's reputation during challenging times
- Strong writing and editing skills for developing press releases, statements, speeches, and other public-facing content aligned with campaign messaging.

Bidder/backend Partner Agreement

by and amongst

Broadcast Engineering Consultants India Ltd
(A Government of India Enterprise)
C56 / A 17 Block C Sector 62 Noida 201307

and

M/s

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SCHEDULE 1: DETAILED SCOPE OF WORK

BIDDER/BACKEND PARTNER AGREEMENT

This Bidder/backend Partner Agreement is executed at Delhi on this -----2025 ("Effective Date").

AMONGST

Broadcast Engineering Consultants India Limited, a Mini Ratna Public Sector Enterprise of the Government of India having its Registered Office at 56-A/17, Block-C, Sector-62, Noida -201301 (U.P.) and Head Office at 14-B IP Estate Ring Road, New Delhi -110002 acting through ----- (Hereinafter referred to as "**BECIL or Lead Member**") which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns.

AND

M/s ----- Pvt. Ltd. A company registered under the provisions of Companies Act, 2013, with its registered office at -----acting through ----- (**hereinafter referred to as "Bidder/backend Partner" or "the Second Party"**) which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns.

The Bidder/backend Partner consisting of M/s BECIL and M/s ----- shall be referred to as Bidder/backend Partner, individually referred to as "**Party**" and collectively as "**Parties**".

ARTICLE 1: PREAMBLE

WHEREAS BECIL represents that it is an ISO 9001:2015, 27001:2013, ISO/IEC 20000:2012 certified, Mini Ratna, Central Public Sector Enterprise (CPSE), falling under the purview of the Ministry of Information and Broadcasting Government of India, which was established on 24th March 1995. That BECIL provides Project Consultancy services, Turnkey solutions, System integration, Operation & Maintenance for the entire gamut of radio and television broadcast engineering. BECIL has also diversified into the domain of businesses pertaining to Strategic National Importance and has won major Projects/ Tenders in the field of Social Media handling, Content creation, PR activities, Security & Surveillance, IT Networking & Data Centre and Communication Intelligence, Third Party Audit.

WHEREAS M/s ----- is in the business of ----- (Hereinafter referred to as the Bidder/backend Partner)

WHEREAS M/s Rural Electrification Limited (Hereinafter refer to as "RECL") floated a tender document numbered **GEM/2025/B/69357713** dated **27.11.2025**, for the hiring of a **Social media agency for the purpose of media relation , media monitoring and market intelligence** Hereinafter referred to as **RECL tender" /"Work"/"Project"** (hereinafter called as **RECL , EOI or RECL TENDER**)

WHEREAS BECIL published EOI No. ----- dated ----- (hereinafter referred as **BECIL EOI**) for selection of bidder/backend Partner for **RECL tender**.

AND WHEREAS Parties have accepted to execute the agreement if awarded by RECL and shall abide by all terms and conditions of such agreement signed thereof.

AND WHEREAS BECIL & Bidder/backend Partner have jointly accepted to form a **Bidder/backend Partner to prepare and submit its competitive bid against the EOI for Selection of a Social Media**

Agency as per the tender document **GEM/2025/B/69357713** dated **27.11.2025** Bidder/backend Partner also warrants that the terms and conditions of this Bidder/backend Partner agreement is to be read in conjunction with the terms of RECL tender No. **GEM/2025/B/69357713** dated **27.11.2025**

AND WHEREAS the Bidder/backend Partner has signed a Power of Attorney in favor of BECIL nominating BECIL as the Lead Member of the Bidder/backend Partner.

AND WHEREAS, this Bidder/backend Partner agreement is executed solely for the purpose to bid as a Bidder/backend Partner for the EOI issued by RECL pertaining to the hiring of a Social Media Agency and may be superseded by an inter se agreement once the tender is awarded to the Bidder/backend Partner.

AND WHEREAS all the parties agreed to join its hand on following terms & conditions:

1.1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the agreement documents referred to.

1.2 The following documents shall be deemed to form and be read and construed as part of this Agreement–

1. Power of Attorney as attached with the BECIL EOI

2. RECL EOI for Selection of Social Media Agency, **GEM/2025/B/69357713** dated **27.11.2025**

3. BECIL EOI No. BECIL/P-III(BP)/SOCIALMEDIA/RECL/25-26/EOI-02 dated _____,2025 for Selection of Bidder/backend Partner against RECL EOI no. **GEM/2025/B/69357713** dated **27.11.2025**

ARTICLE 2: GENERAL

2.1. PURPOSE:

The Parties do hereby irrevocably constitute a Bidder/backend Partner (the “Bidder/backend Partner”) for the purpose of jointly participating in the bidding process for the selection of Social media agency vide RECL tender No . **GEM/2025/B/69357713** dated **27.11.2025**

The Parties hereby undertake to participate in the bidding process only through this Bidder/backend Partner and not individually and/ or through any other Bidder/backend Partner constituted for this RECL tender, either directly or indirectly or through any of their associates.

2.2 Representation of the Parties: The Bidder/backend Partner represents to BECIL that as on date of signing this Agreement:

2.2.1 That Bidder/backend Partner is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement.

2.2.2 That the execution, delivery and performance by Bidder/backend Partner of this Agreement has been authorized by all necessary and appropriate corporate or governmental action, and will not, to the best of its knowledge:

(a) Require any consent or approval not already obtained;

(b) Violate any applicable Law presently in effect and having applicability to it;

(c) Violate the Agreement and articles of association, by-laws or other applicable organizational documents thereof;

(d) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which any Bidder/backend Partner is a party or by which Bidder/backend Partner or any of their properties or assets are bound or that is otherwise applicable to Bidder/backend Partner:

(e) Create or impose any license, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of Bidder/backend Partner so as to prevent such Parties from fulfilling their obligations under this Agreement.

2.2.3. That Bidder/backend Partner has not been black-listed by Central/ State Government or any other Government PSU and are not facing/ likely to face any disciplinary proceedings under Indian or under laws of any other country.

2.2.4. That this aforementioned EOI is the legal and binding obligation of such Parties, enforceable in accordance with its terms against it;

2.2.5. That there is no litigation pending or, to the best of Bidder/backend Partner's knowledge, threatened to which it or any of its affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

2.2.6. That there is no legal action/dispute initiated or pending on Bidder/backend Partner at the time of signing of this Agreement which is likely to concern or affect BECIL in any manner. If any such case is found pending, the agreement will automatically become invalid and the agency will be penalized by withholding the EMD/ PBG and legal action will be initiated as deemed fit by the competent authority. All ongoing and future business association with BECIL will also be terminated.

ARTICLE 3: PROJECT BACKGROUND AND SCOPE OF WORK

3.1 Project Background

3.1.1 That M/s Rural Electrification Limited is a Maharatna Company under the administrative control of Ministry of New and Renewable Energy, Government of India, and is registered with the RBI as a Non-banking Finance Company, Public Financial Institution and Infrastructure Finance Company.

3.1.2 That M/s RECL floated a tender document on the GEM Portal for the selection of a Social Media Agency to undertake creative production, Social Media Management, Influencer campaigns and PR related activities for PM-Surya Ghar: Muft Bijli Yojana (PMSG: MBY) :

3.1.3 The aforesaid tender no.GEM/2025/B/69357713 dated 27.11.2025, with all the amendments or corrigendum (available on RECL website) gives details of the amended (PMSG:MBY) project as well as scope of work to be carried out by Bidder/backend Partner.

3.2 Scope of Work

- 3.2.1** The agency will be required to undertake Creative production, Social Media Management, Influencer campaigns and PR related activities for PM-Surya Ghar: Muft Bijli Yojana (PMSG: MBY).
- 3.2.2** The agency will be required to station a team of 25 members within 15 days from the date of award of work. (Manpower Details at Annexure-1) Locations (within Delhi NCR) where the members are to be deployed will be communicated by NPIA (REC).
- 3.2.3** The agency will have to share the Curriculum Vitae (CV) of the tentative manpower to be deputed at the premises as decided by NPIA(REC) and any change in manpower (candidate, composition and type of resource) needs to be approved by NPIA (REC) before hiring. The agency will be required to submit cost per resource.
- 3.2.4** The agency will be responsible for setting up of the entire Information, Education and Communication (IEC)-Programme Management Unit (PMU) including all requisite hardware, subscriptions such as AI tools for content development, video and graphic designing, editing, etc. along with premium versions of all the social media platforms, software, auxiliary equipment, incidentals etc. needed. The agency will be responsible for providing off-site assistance as well, as per the requirements of NPIA (REC) without any extra cost implication.
- 3.2.5** The selected agency shall also provide the breakup of monthly manpower cost designation wise and hardware, software wise and auxiliary equipment wise which are part of the onsite studio set up by them. This will help in arriving at costs in case of any increase or decrease in manpower. Detailed presentations on Influencer strategy with details including reach, engagement, followers, etc. as well as Beneficiary Engagement Strategy shall be given by the agencies.
- 3.2.6** The strategy presented by the selected bidder during the evaluation of the contract, will be judged based on the performance and metrics of the campaigns executed. The same shall be reviewed and subject to change as per the requirements of the PMSG: MBY scheme and will not be a one-time activity but a continuous process.
- 3.2.7** In case there is a change, resignation/unsatisfactory performance etc. of any of the onsite manpower the agency shall ensure that there is no stoppage in delivery of the assignments and provide a replacement with better/equivalent qualifications within 15 working days with the approval of the client.
- 3.2.8** The selected agency shall ensure that the onsite workforce be present at the designated premises and be available to undertake the assignments on all days of the week. The attendance of the on-site team shall be certified on monthly basis by the team leader of the agency and cross-verified by a PMSG: MBY official in the location where the team is stationed for release of payments. Anomalies in the deployment of work force will be penalized.
- 3.2.9** The payments made to the selected bidder shall be commensurate with the growth and engagement achieved for the campaign. These shall be considered as the metrics for release of payments as communicated by NPIA (REC).
- 3.2.10** The agency will be responsible for the timely execution of all the Information, Education and Communication (IEC) work assigned for PMSG: MBY at regular intervals as well as on short notice.
- 3.2.11** Any additional media/PR activity not covered in the ambit of the Scope of Work may be taken up for approval as per the internal procedures laid down in the guidelines of the scheme and subsequently payments may be released.
- 3.2.12** It will be the responsibility of agency to track and monitor the campaigns executed on digital mediums.
- 3.2.13** The contract shall be valid upto 2 years with an option to extend for 1 year in case of extension of the scheme at the sole discretion of NPIA (REC). Contract extension on GeM portal shall be based on the feasibility (upto 25% of the contract period/quantity).

3.3 Detailed Scope of work

For detailed scope of work of the project & the Bill of Quantity, the BECIL's EOI document and Client's Tender document, and its amendments & corrigenda issued subsequently (if any) shall be applicable; Tender details references are Tender Reference No GEM/2025/B/69357713 dated 27.11.2025, Website: <https://gem.gov.in>

3.3.1. The broad scope of work of the Social Media Agency as per the EOI Document is as below but not limited to:

3.3.1 The Bidder/backend Partner will be required to undertake Creative production, Social Media Management, Influencer campaigns and PR related activities for PM-Surya Ghar: Muft Bijli Yojana (PMSG: MBY).

3.3.2 The Bidder/backend Partner will be required to station a team of 25 members in the premises as decided by MNRE within 15 days from the date of award of work. (Manpower Details at Annexure-N of the EOI Document)

3.3.3 The Bidder/backend Partner will be responsible for setting up of the entire Information, Education and Communication (IEC)-Programme Management Unit (PMU) including all requisite hardware, subscriptions, software, auxiliary equipment, incidentals etc. needed. The agency will be responsible for providing off-site assistance as well, as per the requirements of MNRE without any extra cost implication.

3.3.4 The Bidder/backend Partner shall also provide the breakup of monthly manpower cost designation wise and hardware, software wise and auxiliary equipment wise which are part of the onsite studio set up by them. Cost breakup for celebrity campaign head per annum and influencer head including the cost for each influencer and other associated activities such as production of content shall be provided. Detailed presentations on Influencer strategy with details including reach, engagement, followers, etc. as well as Beneficiary Engagement Strategy and Celebrity Engagement strategy shall be given by the agency.

3.3.5 The Bidder/backend Partner will be responsible for development of brand guidelines for the scheme, scriptwriting, storyboarding, production, editing of video content (e.g., TV commercials, social media ads, documentary-style clips), Voiceover selection, scripting, and sound design as well as coordination of on-location shooting or studio setups

3.3.6 The Bidder/backend Partner shall be responsible for the performance of any and every obligation, necessary for the execution of scope of work as outlined in the additional terms and conditions with the EOI/bidding document uploaded on the GEM Portal, any amendments in the form of corrigenda and subsequent Work Order.

ARTICLE 4: ROLES AND RESPONSIBILITIES

4.1 Bidder/backend Partner hereby agrees that it will remain as irrevocable member for the complete execution and completion of RECL Tender/Work/Project (as per scope of aforementioned BECIL EOI & RECL tender).

4.2 DUTIES & OBLIGATIONS OF BIDDER/BACKEND PARTNER

4.2.1. For the efficient execution of the project, Bidder/backend Partner would formulate a **General Standards of performance.** The Bidder/backend Partner shall carry out the services outlined in the scope of work as mentioned in the additional terms and conditions with due diligence and efficiency, and shall exercise such skill and care in the performance of the services as is consistent with recognized professional standards.

The Bidder/backend Partners shall act at all times so as to protect the interests of BECIL and the Bidder/backend Partner.

4.2.2. The Bidder/backend Partners has read and understood the terms and conditions of the RECL tender and it agrees to support BECIL in abiding by those terms and conditions.

4.2.3. The Bidder/backend Partner confirms that they understood on-ground technical complication and they agree to have taken into consideration the manpower required on the basis of the scope of work.

4.2.4. The Bidder/backend Partner **has agreed to accept all the challenges with regard to time Overrun, Cost Overrun, payment terms & Liquidated Damages & Penalties and confirm, to abide by the timeline in-case the project is awarded.**

4.2.5. Bidder/backend Partner **has agreed to accommodate the change in scope of work by RECL whether or not incidental and ancillary, to achieve the objective as per the RECL tender requirement, without any additional cost to BECIL.**

4.2.6. Bidder/backend Partner **has agreed to abide by all the terms on back to back basis as per the IE duties and Obligations as specified in the RECL tender.**

4.2.7. The Bidder/backend Partners shall appoint adequate number of team Lead, staff, and technical team staffs as mentioned in the Scope of Work.

4.2.8. Since payment conditions are on back to back basis and time is the essence of the project; Bidder/backend Partner should maintain sufficient liquidity/funds for timely and smooth execution of the project.

4.2.9. The bid security / EMD and all the correspondences shall be submitted by the Lead Member of the Bidder/backend Partner bidding for this EOI to BECIL. If RECL tender is awarded, the work order shall be awarded to lead Member of the Bidder/backend Partner bidding for this EOI to BECIL. BECIL will accept invoicing from Lead Member of the Bidder/backend Partner bidding for this EOI.

4.3. DUTIES AND OBLIGATIONS OF BECIL

4.3.1. BECIL shall act as coordinator/Project Management Consultant of the Bidder/backend Partner combined activities. Providing timely feedbacks and correspondences with the RECL on the various stages of project deliverables.

4.3.2. To ensure the technical, commercial and administrative coordination of the work project.

4.3.3. It shall act as the lead member and be responsible for the Agreement negotiations of the work package with the RECL authority.

4.3.4. BECIL is authorized by Bidder/backend Partner to receive instruction and incur liabilities for and on behalf of all parties.

4.3.5. In the event of project getting awarded, BECIL shall act as the only channel of communication between the RECL authority and the Bidder/backend Partner / parties to execute the project/ Agreement.

4.3.6 BECIL shall nominate two project coordinators for Noida Office to manage this project and maintain interaction with the customer/Bidder/backend Partner

4.4. RESPONSIBILITY MATRIX

In addition to the aforementioned duties and obligations of the parties, the Agreement will cover the following scope to be undertaken by Parties as mentioned in the Responsibility Matrix given below.

P-Primary Responsibility

S-Secondary Responsibility

J- Joint Responsibility

N- No Responsibility

S.NO.	Description	BECIL	Bidder/backend Partner
	BIDDER/BACKEND PARTNER RESPONSIBILITY		
1.	BIDDER/BACKEND PARTNER ding site survey, if any	S	P
2.	Fully complied technical bid response preparation as per EOI Terms & Conditions.	J	J
3.	Competitive commercial bid preparation as per EOI	J	J
4.	Documentation and correspondence with the customer.	P	N
5.	Provisioning of EMD/Insurance Surety Bond to RECL as per EOI requirement.	S	P
6.	Provision of Back to Back EMD except by MSME/Start Ups and Making charges of EMD/ Insurance Surety Bond to BECIL.	N	P
7.	Provisioning of any other required document for bidding.	J	J
8.	Submission of complete techno-commercial offer to the customer in requisite mode.	J	J

S.NO.	Description	BECIL	Bidder/backend PartnerS
9..	Any other relevant follow up, correspondence and meetings with customer.	P	S
	POST-BID RESPONSIBILITY (In the event of winning the agreement)		
2.	Submission of PBG/Insurance Surety Bond to RECL	J	J
3.	Submission of back to back PBG/Insurance Surety Bond to BECIL.	N	P
4.	Any relevant follow up, correspondence and meeting with the customer	P	S
5.	Executing the entire Scope of Work to the satisfaction of the RECL.	S	P
6.	Providing project finance/working capital for timely execution of the project	N	P

4.5 ROLE OF THE PARTIES: The Parties hereby undertake to perform the roles and responsibilities as described below.

- (a) BECIL shall be the Lead member of the Bidder/backend Partner participating in the RECL tender and shall have the power of attorney from bidder/backend Partner (submitted within 01 day from the date of intimation of selection of bidder/backend Partner from BECIL) for conducting all business for and on behalf of the Bidder/backend Partner during the Bidding Process in accordance with the terms and conditions of the EOI Document.
- (b) The bidder/backend Partners shall be the Technical Member of the Bidder/backend Partner being formed to participate in the RECL tender;

4.6 JOINT AND SEVERAL LIABILITY

4.6.1. The Parties do hereby undertake and declare that the BECIL shall represent all the Bidder/backend Partner and shall at all times be liable and responsible for discharging the functions and obligations of the Bidder/backend Partner; and that each member of the Bidder/backend Partners shall be bound by any decision, communication, notice, action or inaction of BECIL on any matter related to this Agreement and that RECL shall be entitled to rely upon any such action, decision or communication of BECIL. That RECL shall have the right to release payments solely to BECIL and shall not in any manner be responsible or liable for the inter- se allocation of payments among members of

the Bidder/backend Partners.

ARTICLE 5: COOPERATION OF THE TRANSACTION

5.1 All the parties agree to abide by the broad Responsibility Matrix, at para 4.4 above and forms an integral part of this Agreement including all the tender terms such as General Requirements, e Commercial Aspects, Evaluation and Acceptance criteria of the EOI, etc.

5.2 Expenses towards preparation of proposal, submission of bid and other allied activities for submission of bid will be undertaken by the respective parties at their own cost.

5.3 The cooperation for execution of the Project between the parties hereto shall be exclusive, i.e., neither of them shall without the other party's consent - alone or together with another PARTY take part in any agreement or proposal with regard to this EOI Tender No. **GEM/2025/B/69357713 dated 27.11.2025**

ARTICLE 6: PERIOD OF AGREEMENT

6.1 The agreement shall be valid upto 2 years ("Term") from the date of signing of this agreement ("Effective Date") or till the completion of the project & release of all payments thereof whichever is later. This Agreement may be extended for a period of one year, at the sole discretion of the BECIL. All obligations hereunder shall only apply during the term of this agreement and to such obligations and commitments in relation to the Tender/Work/Project under the scope of BECIL EOI & RECL tender, as may have been undertaken by the Parties during the Term with validity exceeding the Term.

ARTICLE 7: PAYMENT AND COMMERCIAL

7.1. BECIL will Provision the EMD to RECL as per the RECL tender requirement as well as the Performance bank guarantee by virtue of being the Lead Member.

7.2 The Bidder/backend Partner will provision for Back to Back EMD of equal amount to BECIL.

7.3. The Bidder/backend Partner will additionally furnish back to back performance Security in the form of PBGs to @ 5% of the agreement value in the format as attached with the RECL tender to BECIL for the amount as mentioned in the EOI Document.

7.4. The Bidder/backend Partner shall raise its invoices to BECIL, which will then raise the invoices to RECL, Ministry of new and renewable energy (on the basis of the certified attendance of the manpower for the execution of the project and the payment due for growth and engagement to be achieved for the project) after getting the relevant documentary proofs from the Bidder/backend Partners.

7.5. BECIL shall be entitled to keep -----% of the project value (of bid value including taxes submitted by BECIL TO RECL) as its project management consultancy.

7.6. Upon receipt of corresponding payment from the RECL, BECIL shall disburse the payment to the bidder/backend Partners within 15 days of receipt of the payment from RECL after deduction of BECIL project management consultancy as per clause 7.5

7.7. All Invoices received from the Bidder/backend Partner would be inclusive of all statutory taxes/ GST. BECIL will consider invoices raised by lead member of bidder/backend Partners subject to submission of all relevant documents and in case the documents are not proper, BECIL is liable to reject the invoices.

7.8. Notwithstanding anything contained in any other agreement, document, correspondence, arrangement between the parties in respect of RECL Tender/ Works / Projects, the Bidder/backend Partner understands, agrees and undertakes that:

(a) Bidder/backend Partner participated in BECIL EOI and that all terms & conditions of the BECIL EOI shall apply to the Bidder/backend Partner.

(b) The payments terms between BECIL & Bidder/backend Partner are on back-to-back basis and the payment shall be released by BECIL only if and when received from RECL from EOI and subject to terms & conditions of agreement and submission of complete required documents.

(d) **The** Bidder/backend Partner will not demand or make any claim under any law with respect to the pending payment till the time corresponding payment is received by BECIL from RECL. BECIL shall not be responsible in any manner whatsoever for any delay in releasing the payments or withholding of payments by RECL.

(e) The (day) date of delivery of goods and/or rendering of services by the Bidder/backend Partner shall be the date of realization of payment from RECL once the goods and/or services are accepted by RECL.

(f) Bidder/backend Partner hereby agrees to ensure timely GST compliances as per the statutory requirements. All the costs pertaining to any GST non-compliance including but not limited to any loss of eligible input tax credit due to non-payment/non-filing of GST return and applicable interest/penalties shall be borne/indemnified by Bidder/backend Partners. Further Bidder/backend Partner hereby agrees that BECIL reserves the right for reimbursement of any such cost incurred out of the aforesaid noncompliance(s).

7.9. BECIL, upon receipt of payment from RECL, shall obtain the approval of the BECIL's competent authority on the admissible payment worked out after deduction of expenses incurred by BECIL towards bank charges incurred for BG, statutory liabilities and BECIL's Margin (Project Management Consultancy) as per clause 7.6, etc. as per terms and conditions of the Bidder/backend Partner Agreement. No advance payment will be released to the Bidder/backend Partner even if BECIL receives it. Advance to Bidder/backend Partner is admissible only against full PBG issued in favor of BECIL by Bidder/backend Partner.

ARTICLE 8: GENERAL TERMS & CONDITIONS

8 AGENCY

This Agreement between the parties is on a principal to principal basis and it is agreed that Bidder/backend Partners is not and shall not represent itself as an agent of BECIL.

9 CONFIDENTIALITY

9.1 The parties along with their employees working on the specified project agree to maintain strict confidentiality of all information of technical or business nature provided to each other pursuant to this Agreement and/ or any subsequent Agreement/MOU or any correspondence in writing between them.

9.2 Bidder/backend Partner shall not make or permit to be made a public announcement or media release about any aspect of the Agreement unless BECIL gives its written consent.

9.3 BECIL and Bidder/backend Partner agree to keep confidential all information shared with each other and disclose to third party only after taking prior written consent of each other. This clause excludes information available in public domain. The confidentiality provisions of this agreement shall remain in full force and effect during the term of this agreement and 12 months thereafter.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. Bidder/backend Partner must ensure that while using any software, hardware, processes, and document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person/ Company. Bidder/backend Partner shall keep BECIL indemnified against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/ license terms or infringement of any Intellectual Property Rights by Bidder/backend Partners or their Team during the course of performance of the Services.

10.2. Bidder/backend Partner would make no claim on the technology / algorithms used in servicing the clients either during the Agreement or ever later. The Parties agrees that consideration mentioned

under commercial term of this Agreement is after taking into consideration the cost of intellectual property rights, if any, to be used under this Agreement and no further claim in this regard shall be entertained by BECIL. BECIL shall be kept indemnified by Bidder/backend Partners for any kind of breach of IPR of all the products/ services supplied by it under this Agreement.

11. TAXES

11.1. Bidder/backend Partner shall bear all taxes and duties etc. levied or imposed on them under the Agreement including but not limited to, Customs duty, Excise duty, GST, any other taxes and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof during the entire Agreement period.

11.2. Should Bidder/backend Partners fail to submit returns/ pay taxes in times as stipulated under applicable Indian/ State Tax Laws and consequently any interest or penalty is imposed by the concerned authority, Bidder/backend Partners shall pay the same. Bidder/backend Partner shall indemnify BECIL against any and all liabilities or claims arising out of this Agreement for RECL tender for such taxes including interest and penalty by any such Tax Authority may assess or levy against the BECIL.

12. INDEMNITY

12.1. The Bidder/backend Partner 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:

- a) Any Compensation/ claim or proceeding by any third party against BECIL arising out of any act, deed or omission by the Bidder/backend Partner;
- b) Any breach by the Bidder/backend Partner of any of its obligations under this Agreement or from any negligence under the Contract, including any errors or deficiencies in the performance its scope of work.

13. ASSIGNMENT AND SUB-CONTRACTING

13.1 Neither this agreement nor any of the rights and obligations under it can be assigned by any party. Parties may engage sub-agreementors by mutual consent.

13.2 Bidder/backend Partner shall not participate directly or indirectly whether in Bidder/backend Partner or separately in RECL Tender and shall not quote rates to any other party participating/pre-qualified for the current RECL Tender directly or indirectly through its subsidiary, Membership, ownership, individual firm etc.

14. FORCE MAJEURE

14.1 No Party will be deemed to be in breach of this agreement, nor otherwise liable to the other for any failure or delay in performance of this agreement if it is due to any event beyond its

reasonable control other than strike, lock-out or industrial disputes including but not limited to, acts of God, acts to the public enemy, war, insurrections, riots, strikes, lockouts, sabotage, lightening ,any law, status or ordinance, thereof of any other local authority, or any compliance therewith or any other causes, contingencies of circumstances similar to the above, fire, flood, tempest, epidemics and national emergencies. The Bidder/backend Partner shall promptly but not later than twenty (20) days thereafter notify the BECIL of the commencement, and cessation of such contingencies and if such contingencies continue beyond three months, both parties agree upon the equitable solution for termination of this agreement or otherwise decide the course of action to be adopted.

14.2 Event of Force Majeure shall not include:

(a) Late delivery of services caused by Bidder/backend Partners or its sub agree mentors or due to inefficiencies on the part of the Bidder/backend Partners or its sub agree mentors.

14.3 As soon as practicable after the occurrence of an Event of Force Majeure, the Party affected shall:

(a) Use its best endeavours to prevent and reduce to a minimum and mitigate the effects of the Event of Force Majeure, including where appropriate and having recourse to alternate acceptable sources; and

(b) Use its best endeavours to perform its obligations to the maximum extent practicable. Relief under this Clause shall cease to be available to a Party if it fails to use such best endeavours.

14.4. Subject to above clauses, the Party affected by an Event of Force Majeure shall be relieved from liability and shall not be construed to be in default in respect of any obligation hereunder to the extent that and for so long as the failure to perform such obligation shall be due to an Event of Force Majeure. The relief from the payment of penal and liquidated damage shall be contingent on the receipt of the same relief from RECL.

15. GOVERNING LAW AND JURISDICTION

15.1 This agreement is governed by the laws of India and each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts at New Delhi, India.

15.2 The dispute/ claims arising out of the EOI and this agreement shall be subject to the jurisdiction of the competent courts at New Delhi, India.

16. WAIVER

The failure by Parties to enforce at any time or for any period any one or more of the terms or conditions of this agreement will not be a waiver by them or of the right at any time subsequently to enforce all terms and conditions of this agreement.

17. SURVIVAL

17.1 The Rights and obligations under this Agreement that by their nature should survive and will remain in effect after termination or expiration of this Agreement.

17.2 The indemnity, arbitration and confidentiality clause in this agreement shall survives and will

continue in force as long as necessary to affect their purpose.

18. VARIATION

This agreement may be amended at any time by written agreement of the Parties. No variation to this agreement shall be effective unless in writing signed by a duly authorized officer of each of the Parties.

19. COUNTERPARTS

This agreement is executed in two counterparts, with each party retaining one original.

20. ENTIRE AGREEMENT

This agreement hereto constitutes the entire agreement between the Parties with regard to the subject matter contained in this agreement and supersedes all prior negotiations, representations, agreement and understandings, written or oral preceding the execution of this agreement.

21. LIMITATION OF LIABILITY: With the exception of any breach of confidentiality obligations, neither party will be liable to the other party for any costs, damages, expenditure, loss of profits, prospective profits of any kind or nature etc. arising from the termination or alleged breach of this agreement or in any manner arising from this agreement.

22. SIGNING OF NON-DISCLOSURE AGREEMENT

Bidders interested to participate in this EOI, where client requires signing of NDA, then bidder also have to sign a NON-DISCLOSURE AGREEMENT with BECIL on a non-judicial stamp-paper of Rs. 100. Participation without undertaking for compliance to above shall be invalid and such bids will not be considered by BECIL.

23. BIDDER CODE OF CONDUCT AND BUSINESS ETHICS

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

a. BRIBERY AND CORRUPTION

Bidders are strictly prohibited from directly or indirectly (through intermediates or subcontractors) offering any bribe or undue gratification in any form to any person or entity and / or indulging in any corrupt practice in order to obtain or retain a business or contract. In case of any bidder is found indulging in these unethical/unlawful means, the bidders shall be disqualified and his EMD/PBG will be forfeited.

b. INTEGRITY, INDEMNITY & LIMITATION

Bidder shall maintain high degree of integrity during its dealings with business/contractual relationship with BECIL. If it is discovered at any stage that any business/ contract was secured by

fraud or misrepresentation or suspension of material facts, such contract shall be voidable at the sole option of the competent authority of BECIL. For avoidance of doubts, no rights shall accrue to the supplier in relation to such business/contract and BECIL or any entity thereof shall not have or incur any obligation in respect thereof. The supplier shall indemnify BECIL in respect of any loss or damage suffered by BECIL on account of such fraud, misrepresentation, or suspension of material facts.

The vendor found to be indulging in the unethical/fraudulent practices, violating the code of integrity and the terms and condition of the EOI or the successive work order/letter of award shall be eligible to be de-barred as per the department of expenditure guidelines on debarment of firms from bidding.

c. CODE OF INTEGRITY

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

- a. Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- ii. 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.
- iii. Any collusion bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
- iv. Improper use of information provided by the Purchaser to the Bidder with an intent to gain an unfair advantage in the procurement process or for personal gain.
- v. Any financial or business transactions between the Bidder and any official of the Purchaser related to tender or execution process of contract, which can affect the decision of the Purchaser directly or indirectly.
- vi. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- vii. Obstruction of any investigation or auditing of a procurement process.
- viii. Making false declaration or providing false information for participation in a tender Process or to secure a contract.

23. 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 nonresponsive. Bidder shall be required to declare the absence of such conflict of interest in Form Declarations. A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:

- a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- b. receives or have received any direct or indirect subsidy/ financial stake from another bidder; or
- c. 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 procurements under Proprietary Article Certificate; or
- d. 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
- e. 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
- f. 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/ Detailed 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:
 - (i) 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 (ii) 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.

24. 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 as well as for the material breach of 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.

Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/employee of the BECIL for showing any favor in relation to this or any other contract, shall render the bidder to such liability as BECIL may deem fit, including but not limited to debarment, blacklisting and forfeiture of the bank guarantee and earnest deposit.

In case, it is found that the Vendor/ Supplier/ Contractor/ Bidder/ Consultant is indulgent in

fraudulent/coercive practice at the time of the bidding process or during the execution of the contract, and/or on other ground as mentioned in the Integrity Pact, the contractor/bidder shall be banned/debarred for a period of two years from bidding.

25. RISK & COST CLAUSE

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 EOI 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 other willing vendor at the risk and cost of the Bidder/Agency.

Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:

- a. Agency/ Bidder's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to Agency including unexecuted portion of work/ supply does not appear to be executable within balance available period.
- b. Withdrawal from or abandonment of the work by Agency/Bidder before completion of the work as per contract.
- c. Non completion of work/ Non-supply by the Agency/ Bidder within scheduled completion/delivery period as per EOI or as extended from time to time, for the reason attributable to the Agency/ Bidder.
- d. Termination of Contract on account of any other reason (s) attributable to Agency/ Bidder.
- e. Assignment, transfer, subletting of Contract by the Agency/Bidder without BECIL's written permission resulting in termination of Contract or part thereof by BECIL.

27. PENALTIES

In the event of any penalties, deductions, disincentives, or charges levied by the RECL (end 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 will be recovered from the bills submitted by the Bidder/backend Partner. The Bidder/backend Partner shall bear the full financial responsibility for such penalties or deductions imposed on BECIL by RECL (end client) and will not be entitled to claim any reimbursement or adjustment for the same.

28. CONFIDENTIALITY AND NON-DISCLOSURE

- a. The Bidder/backend Partner 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.
- b. The Bidder/backend Partner recognizes, accepts and agrees that all tangible and intangible information obtained or disclosed to the Bidder/backend Partner 's and/or its staff, including all details, documents, data, business/ customer information and
- c. 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/backend Partner '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/backend Partner 's obligations under this Contract shall be treated, as absolutely confidential and the Bidder/backend Partner 's irrevocably agrees and undertakes and ensures that the Bidder/backend Partner 's and all its facility staff shall keep the same as secret and confidential and shall not disclose the same at all in Whole or part to any Person or persons (including legal entities) 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 Bidder/backend Partner 's obligations hereunder except when required to disclose under due process and authority of law.

d. The Bidder/backend Partner hereby agrees to fully indemnify, defend, and hold BECIL harmless at all times against any and all claims, damages, losses, liabilities, costs, or expenses arising from any breach of this undertaking by the Bidder/backend Partner or their personnel. In the event of such a breach, the Bidder/backend Partner shall promptly reimburse BECIL for any resulting damages, costs, or charges incurred, upon demand, without limitation.

e. The provisions of the aforesaid clauses and the indemnity contained therein shall survive the termination and expiry of this Contract.

29. THE BIDDER/BACKEND PARTNER'S LIABILITY AND INDEMNITY:

The BECIL shall have no liability whatsoever for any injury/death to the Bidder/backend Partner and/or its staff caused or suffered during the performance of the Bidder/backend Partner's obligations hereunder. The Bidder/backend Partner shall be responsible and liable for and shall indemnify BECIL and always keep BECIL indemnified and safe and hold it harmless, against all claims, liabilities, damages, losses, costs, charges, expenses, proceedings, and actions of any nature whatsoever made or instituted against or caused to or suffered by the BECIL directly or indirectly by reason of:

- i) Any wrongful, incorrect, dishonest, criminal, fraudulent or negligent work, default, failure, misfeasance, bad faith, disregard of its duties and obligations hereunder, act
- ii) or omission of or by the Bidder/backend Partner and/or any of its facility staff, and/or,
- iii) Any theft robbery, fraud or other wrongful act or omission by the Bidder/backend Partner and/or any of its staff.

30. RIGHT TO INSPECTION

a. The BECIL/CLIENT and its field officers or its Auditors, shall have the right to carry out spot checks and do audit of the Bidder/backend Partner's premises, personnel and records relating to the agency to vided to the BECIL/RECL which will include surprise checks to satisfy themselves that there is no compromise on the quality of services provided by the Bidder/backend Partner to the BECIL and its customers. The BECIL has a right to review and monitor the security practices and control procedures adopted by the Bidder/backend Partner. The Bidder/backend Partner 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.

b. The BECIL shall have the right to review and monitor the performance of the Bidder/backend Partner on a continuous basis. The Bidder/backend Partner shall Furnish necessary particulars, statements, etc., as desired by the BECIL in a periodical manner for the purpose of assessment of their performance.

31. TERMINATION

31.1. Termination of Contract by BECIL due to unsatisfactory performance

If the Bidder/backend Partner refuses or fails to execute the specified quantum of work or any separate part thereof with diligence or ensure its completion within the time specified in the EOI, or subsequent work order issued thereto, then it shall be open to BECIL at its option by written notice to the Bidder/backend Partner to-:

- a. To terminate the contract without prejudice to any other remedy available under the Contract. That a notice of cure, highlighting the deficiency or problem shall be served on the Bidder/backend Partner by BECIL, with an opportunity to cure the same within a window period of 15 days. That on the non-resolution of deficiency, a notice of termination shall be served on the Bidder/backend Partner and the Contract shall be deemed terminated after a period of 15 days from the date of notice of termination.
- b. That the contract shall stand terminated and shall cease to be in force and in effect after a fifteen day period from the date of the notice of termination. The Bidder/backend Partner in consequence of the above, shall stop forthwith any of its work then in progress, except such work as BECIL may, in writing, require to be executed at the designated site/premises.
- c. That the whole or part of the performance security furnished by the Bidder/backend Partner is liable to be forfeited without prejudice to the right of BECIL to recover from the Bidder/backend Partner any accruing or incurred losses or damages, on account of termination of contract due to unsatisfactory performance/ delay in execution of work.

32. TERMINATION DUE TO BREACH

- a. BECIL may, without prejudice to any other remedy available for the breach of contract, may terminate the contract in sub-sequence to non –resolution of deficiency after the service of a notice of cure with a window period of fifteen days. After the end of the cure period, a 15 (fifteen) days' notice shall be served on the Bidder/backend Partner, and the contracts shall be deemed terminated after the end of the period of fifteen days from the date of notice of termination.
- b. The following sub-clauses shall attract the provision of termination, in the event if -:
 - ii. If the Bidder/backend Partner has abandoned or repudiated the Contract;
 - iii. If the Bidder/backend Partner has without valid reason failed to commence work on the project promptly;
 - iv. If the Bidder/backend Partner has persistently failed to execute the works/express deliverable in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;
 - v. If the Bidder/backend Partner defaults in proceeding with the works/job with due diligence and continues to do so after a notice in writing of fifteen (15) days from BECIL;
 - vi. If the Bidder/backend Partner has obtained the contract as a result of ring tendering, or with illegal measures; f. if the information submitted/furnished by the Bidder/backend Partner is found to be incorrect;
- c. That any pending bills/ invoices raised by the Bidder/backend Partner prior to or post the termination of the contract on account of its breach of terms and conditions shall be put on hold for a period of six weeks, and any amount deducted by the Client against the bills raised by BECIL shall be consequently deducted from the bills raised by the Bidder/backend Partner, respectively.

33. TERMINATION DUE TO INSOLVENCY

If the Bidder/backend Partner dissolves or become bankrupt or insolvent or cause or suffer any receiver to be appointed for its business of any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, then BECIL shall be at liberty:-

a. To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by a fifteen day notice in writing to the Bidder/backend Partner or to give the Receiver or liquidator or other person, the option of carrying out the contract subject to its providing a guarantee upto an amount to be agreed upon by BECIL for due and faithful performance of the contract.

Note:

- Insolvency/bankruptcy should be provided by CA.
- All certificate by CA/Bank should be provided of the date between opening and closing of the EOI. Bank solvency must be issued by Branch manager/equivalent mentioning its name, employee id/signature id and designation.

34. TERMINATION FOR CONVENIENCE

BECIL can terminate the Agreement by serving a 30 day notice without assigning any cause or reason on the part of Bidder/backend Partner. The contract shall be deemed terminated after a period of 30 days from the date of termination notice.

35. TERMINATION DUE TO OTHER REASONS:

35.1 If the bid is not submitted.

35.2 If the tender is withdrawn/ cancelled.

35.3 If the Project is not awarded to the BECIL

35.4 In the event the project is successfully completed.

36. EFFECTS OF TERMINATION OR EXPIRATION:

Upon any expiration or termination of this Agreement and subject to applicable laws; each party will: 36.1 Return (or destroy if requested by disclosing party) the original and all copies of any confidential and proprietary information of the disclosing party; and

36.2 At the disclosing party's request, have one of the officers of the receiving party certify in writing that it has fully complied with the provisions of this clause. For the purpose of this clause, the expression "Confidential and Proprietary Information" shall be limited to matters of commercial confidence, of Proprietary rights, trade secrets and business secrets and intellectual property but shall not include correspondence exchanged between the parties and contents thereof.

37. PRINCIPAL-TO-PRINCIPAL CONTRACT:

- a. It is clarified that this Contract is on a principal-to-principal basis and does not create and shall not be deemed to create any employer employee or a principal agent relationship between the BECIL and the Bidder/backend Partner and/or its facility staff. The Bidder/backend Partner and/or its facility staff shall not be entitled to, by any act, word, and deed or bind the BECIL or hold out or represent that the Bidder/backend Partner is representing or acting as an agent of the BECIL.
- b. This Contract will bind the successors and permitted assigns of the Bidder/backend Partner and shall insure of the benefits of the BECIL's successors and assigns.

38. 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/backend Partner 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).

- vii. Any notice or other document which may be given by either Party under the Contract/ Agreement shall be given in writing in person or by pre-paid recorded delivery post, email.
- viii. In relation to a notice given under the Contract/ Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:
 - i. In relation to a notice given under the Contract/ Agreement, a Party shall specify the Parties address for service of notices, any such notice to be copied to the Parties at the addresses set out in this EOI.
 - ii. Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) if delivered between the business hours of 9.00 am and 5.30 pm at the address of the other Party set forth above, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).
 - iii. Either Party to the Contract may change its address, telephone number, and nominated contact for notification purposes by giving the other Party reasonable prior written notice of the new information and its effective date.

39. NO WAIVER:

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

40. AMENDMENT

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

41. ARBITERATION:

10 41.1 Arbitration/Dispute Resolution

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- a. That in accordance with the Office Memorandum numbered F. 11212024-PPD dated 03.06.2024, any arbitration dispute/(s)/controversy(s) arising out of or in connection with the procurement contracts issued by BECIL shall be restricted to a dispute with a value/threshold of less than 10 Crore.
- b. That in subsequence to the above-said Memorandum the inclusion/invocation of the Arbitration clause with a contract value exceeding the threshold of ten Crore, shall be contingent on the approval of the Managing Director of BECIL.

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13 41.2 Conciliation of Dispute

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

15 41.3 Reference of Dispute to Arbitration proceeding post conciliation

- a. 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.
- b. 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.
- c. 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,
- d. The dispute(s)/ difference(s)/controversy(s) shall be adjudicated by a single/sole Arbitrator

empanelled with the Delhi International Arbitration Centre.

- e. The seat of Arbitrations shall be at New Delhi and the Arbitration proceeding shall be conducted in English.
- f. 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.
- g. 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.
- h. 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.
- i. Arbitration clause for Settlement of commercial disputes between Central Public Sector Enterprises (CPSEs) inter se and CPSE(s) and Government Department(s)/Organizations(s) – Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD).
- j. In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018
- k. In the event of initiation of AMRCD proceedings between BECIL and the client, the decision /mutual settlement arrived at, on the conclusion of the proceeding between the parties, shall in terns become applicable on the selected agency.

42. UNDUE INFLUENCE

- a. The Bidder/backend Partner 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.
- b. Any breach of the aforesaid undertaking by the Bidder/backend Partner or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/backend Partner) 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 BECIL 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.

43. UNETHICAL PRACTICE

- a. If the bidder has engaged in corrupt, fraudulent, collusive and coercive practices or defaulted commitments under integrity.
- b. 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.
- c. 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.

44. PENALTY FOR UNETHICAL PRACTICE AND UNDUE INFLUENCE

- a. Forfeiture of Bank guarantee or any other bond or bid security submitted by the Bidder/backend Partner.
- b. Cancellation/ termination of the Contract with the liberty to recover the accrued losses/damages from the pending bills raised by the Bidder/backend Partner against the delivery of material and execution of work.
- c. 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 Bidder/backend Partner.

45. EXTENSION OF TIME

- a. Delivery of the goods and performance of the services, pertaining to the work, shall be made by the Bidder/backend Partner in accordance with the time schedule specified by BECIL.
- b. If at any time during performance of the Contract, the Bidder/backend Partner should encounter conditions impeding timely delivery of the goods and timely performance of services, the Bidder/backend Partner shall promptly notify BECIL in writing of the fact of the delay, its likely duration and its cause(s).
- c. As soon as practicable after receipt of the Bidder/backend Partner's notice, BECIL shall evaluate the situation and may, at its discretion, extend the Bidder/backend Partner's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

46. LIQUIDATED DAMAGES

If the Bidder/backend Partner's fails to achieve the completion of the work in accordance with the scheduled completion date as given in the EOI 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:

- a. Recover from the Bidder/backend Partner's Liquidated Damages equivalent to a sum of 0.5 % of the total Contract Price/Value for each week of delay beyond the scheduled completion date or a higher percentage, applicable on a back to back basis in the event of levy of liquidated damages by the Client on BECIL subject to a deduction of maximum of 10% of the total Contract Price or higher in case if the same is levied by the Client.
- b. If Bidder/backend Partner's has completed certain part of the work within the scheduled completion date and if the said part is ready for use and is accepted by BECIL, on the consequent acceptance by the Client, then in that event, Liquidated Damages shall be leviable only on the Contract Price for the balance work remaining incomplete as on the scheduled date of completion.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Bidder/backend Partner Agreement as of the date first above mentioned.

This Agreement has been signed on behalf of the parties by their respective duly authorized representatives as of the Effective Date.

Broadcast Engineering
Consultants India Ltd.

M/s

By:

By:

Name:

Name:

Title:

Title:

Signature of Witness:

Signature of Witness:

Name:

Name:

Title:

Title: