

**REQUEST FOR PROPOSAL**

**FOR**

**SELECTION of IMPLEMENTATION AGENCY/TECHNOLOGY PARTNER FOR  
PARTICIPATION IN TENDER FOR**

**Development of e-content for teaching and learning in classes XI & XII.**

**RFP Ref No. BECIL/DGM/RFP/e-Content/2025-26**

**Dated: 24/12/2025**

**Issued By**

**Ved Prakash Gupta, Deputy General Manager**

 <p>बेसिल BECIL</p>	<p><b>Broadcast Engineering Consultants India Limited (A Government of India Enterprise)</b></p> <p><i>Head Office:</i> 14-B Ring Road, IP Estate, New Delhi- 110002 Tel: 011 23378823, Fax: 01123379885</p> <p><i>Corporate Office:</i> BECIL BHAWAN, C-56-A/17, Sector-62, Noida-201 307 Tel: 0120 4177850, Fax: 0120 417787</p> <p>Web: <a href="http://www.becil.com">www.becil.com</a> E-mail: <a href="mailto:ved@becil.com">ved@becil.com</a></p>	 <p>G20 भारत 2023</p>
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## **DISCLAIMER**

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

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## SECTION – I

### INTRODUCTION AND BRIEF DESCRIPTION

#### **1. ABOUT BECIL**

Broadcast Engineering Consultants India Limited (BECIL) an ISO 9001:2008 certified, a Mini Ratna public sector enterprise of Government of India under Ministry of Information & Broadcasting, was established on 24th March, 1995 for providing consultancy services of international standards for broadcasting in transmission and production technologies including turnkey solutions in the specialized fields of Terrestrial & Satellite Broadcasting, Cable, Media and various Information Technology(IT) related fields, including security, surveillance, acoustics & audio-video systems and smart cities.

BECIL is the professional platform which carry out business, both in India and abroad, in the fields of broadcasting, communication, IT, electronic surveillance (namely CCTV, Access Control, Intrusion, Fire Safety, Hydrants, etc.), and electronic media contents including films etc. The activities include but not limited to Supply, Installation, Testing & Commissioning, Consultancy Services, Technical Audit, Media Analysis, R&D, projects pertaining to Digital India, City Surveillance, Safe City, Smart City, Make in India, Manufacturing, Audio Video & Data Analysis, Cyber Security, Engineering, Procurement & Construction, Project Management Services, Operation and Maintenance, Manpower Placement, AMC etc.

#### **2. INTRODUCTION OF PROJECT/TENDER**

A government agency has issued a tender having last date of submission as 06.01.2026 for selection of agency for Development of e-content to be used by teachers and students for teaching and learning in classes XI & XII

#### **INTENT AND IMPORTANT ASPECTS OF THE REQUEST FOR PROPOSAL (RFP)**

The Intent and important aspects of this request for proposal (RFP) are as follows:-

<b>S.N.</b>	<b>ACTIVITY</b>	<b>SCHEDULED DATE &amp; TIME</b>
1.	RFP Number & Date	BECIL/DGM/RFP/e-content/2025-26 Dated: 24/12/2025
2.	Date & Time of Issue of RFP	31/12/2025 Time: 11:00 Hrs
3.	Last date and Time for Submission of bids	Date: 05/01/2026 Time 10:00 Hrs
4.	Bid Opening Date and time	05/01/2026 10:30 hrs
5.	Presentation and Sample	05/01/2026 11:00 hrs
6.	Place of Submission of RFP/ Opening of RFP	BECIL Bhawan, C-56/A -17, Sector - 62, Noida – 201 307
7.	RFP Processing Fee (Non-refundable)	INR 20,000 (Proof of submission to be submitted in BID). Payment to be done online as per bank mandate form provided at Annexure-B

8.	EMD	<b>Rs.30,00,000/- (Rupees Thirty Lakh)</b> valid upto 24/03/2026 in form of Demand Draft/Bank Guarantee (BG) in favour of Chairman and Managing Director, BECIL drawn in any scheduled commercial bank payable at Noida. Relaxation to be given to MSME & Start-up as per
9.	Address for Communication of	BECIL Bhawan, C-56/A -17, Sector - 62, Noida – 201307.
10.	Contact details for this RFP	Ved Prakash Gupta, Deputy General Manager Telephone: 0120-4177850 Email: <a href="mailto:rupesh@becil.com">rupesh@becil.com</a> / <a href="mailto:ved@becil.com">ved@becil.com</a>

- (a) BECIL is interested to submit a competitive bid in response to the enquiry received from a government agency having Last date of submission as 06.01.2026.
- (b) The intent of this RFP is to select an Implementation Agency of BECIL, for collaborating with BECIL for preparing a bid and participating in the above mentioned tender. A Pre-Bid Agreement will be signed by BECIL with the Implementation Agency selected through this RFP, for preparation of the bid and participation in the above mentioned tender. The format of Pre Bid Agreement is at Annexure-J.
- (c) In case the bid submitted by BECIL against the enquiry/RFP received from Government agency having last date of submission as 06/01/2026 prepared in collaboration with the Implementation Agency selected through this RFP, is accepted and BECIL receives Work Order/ Agreement from / with the Client, BECIL may issue a Work Order/Agreement 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 RFP:-
- (i) The Implementation Agency selected through this RFP, will have to sign a POST AWARD CONTRACT with BECIL, for undertaking the work as per the above mentioned Client's tender.
  - (ii) The prospective bidder should keep checking the BECIL website for subsequent amendments/ corrigendum thereof.
  - (iii) All payments in the Project to the selected agency, shall be on back-to-back basis only subject to receipt of corresponding payment from the client. No advance will be paid to the bidder, even though BECIL is eligible to get advance from the customer being a front end bidder, unless a BG of equivalent amount is submitted by the selected agency to BECIL.
  - (iv) The selected bidder, who has partnered with BECIL for a particular tender/ project shall not partner with any other bidder for the same tender/project.

## **SECTION – II**

### **3. IMPORTANT DATES (SCHEDULE AND CRITICAL DATES)**

NOTE: Broadcast Engineering Consultants India Ltd. reserves the right to amend the RFP tentative schedule and critical dates without giving any explanation whatsoever. Corrigendum may be published in this regard on [www.becil.com](http://www.becil.com). Bidders are advised to check the website for updates in this regard.

## SECTION – III

### **4. RFP NOTICE**

- 4.1 Broadcast Engineering Consultants India Limited (BECIL) invites Request for proposal (RFP), through offline mode, for selection of an Implementation Agency of BECIL, for collaborating with .BECIL for preparing a bid for onwards submission to a Government agency.
- 4.2 The duly signed Hard Copy of the Bid is to be submitted in a packed and sealed envelope, in Tender Box, BECIL BHAWAN C56/A17 Sector 62 Noida (UP) - 201307
- 4.3 The RFP must be addressed to the given name and address:
- To,  
Shri Ved Prakash Gupta, Deputy General Manager  
Broadcast Engineering Consultants India Limited  
C-56/A-17, Sector-62, Noida, Uttar Pradesh-201307
- 4.4 The RFP 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 English translated document. The English version shall prevail in matters of interpretation. Each and every page of the RFP should be numbered and mention the relevant page no. of the documents in the checklist. **RFP Documents which are not legible shall be rejected.**
- 4.5 The representative of agency will require a specific authorization/ board resolution to submit the RFP.
- 4.6 In case the bidder has any doubt about the meaning of anything contained in the RFP document, she/he shall seek clarification within 1 day of issue of RFP. Except for any written clarification by Shri Ved Prakash Gupta, Deputy General Manager 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.
- 4.7 Bidders shall have to submit an amount of **Rs. 20,000/-** through RTGS/ NEFT to BECIL (**Bank Mandate Form Enclosed at Annexure B**) towards the cost of RFP Document and no other Mode of payment is acceptable. RFP Document is also available at BECIL Office: C-56/A-17, Sector-62, Noida, and Uttar Pradesh-201307. The cost of RFP document is non-refundable.
- 4.8 The Management of BECIL reserves the right to amend or withdraw any of the terms and conditions mentioned in the RFP Document or reject any or all the bids without giving any notice or assigning any reason. The decision of the Director, Broadcast Engineering Consultants India Limited in this regard shall be final and binding on all.
- 4.9 BECIL reserve the right to amend any term of the RFP 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.

- 4.10 The bidder should submit the signed Integrity Pact on a plain paper along with the bid.
- 4.11 The Bidders will have no right to withdraw from the RFP process post submission of their bid without the formal consent of BECIL.

## 5. **SUBMISSION OF RFP**

- 5.1 RFP, complete in all respects, must be submitted offline.
- 5.2 BECIL may, at its own discretion, extend the date for submission of RFP. In such a case all rights and obligations of BECIL and the Bidders shall be applicable to the extended time frame.
- 5.3 As the RFP can be submitted only up to the defined date and time, there can't be any late bids. BECIL will not be responsible for any delay in obtaining the terms and conditions of the tender. BECIL will not be responsible for postal delays. Bids received after the due date will not be opened and rejected.
- 5.4 At any time prior to the last date for receipt of RFP, BECIL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP Document by an amendment. The amendment will be notified on BECIL's website <http://www.becil.com> and should be taken into consideration by the prospective bidders while preparing their RFP.
- 5.5 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.
- 5.6 The RFP must contain:
  - 5.6.1 Company/bidder profile relevant to RFP.
  - 5.6.2 It should also include details of past experience relevant to the "Scope of Work".
  - 5.6.3 Declaration regarding acceptance of Terms and conditions of RFP.
  - 5.6.4 Declaration of not been blacklisted by any of the Government agency.
  - 5.6.5 Essential information such as Name & address of the agency, Business Name, E-mail id, Fax No. /Telephone No. , Authorized Signatory name, E-mail ID and contact no.
- 5.7 The agency/ bidder/OEM/Implementation Agency shall ensure that it fulfils the eligibility criteria as desired in the RFP 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.
- 5.8 The RFP should be duly signed on each page by authorized person. Each page should be properly numbered. Documents authorizing the signatory must accompany the RFP.
- 5.9 The RFP complete in all respects must be submitted with requisite information and annexure(s). The RFP should be free from ambiguity, change or interlineations. Incomplete RFP will not be considered and is liable to be rejected without making any further reference to agency/ bidder/OEM/Implementation Agency(s).

- 5.10 Bidders have to take into account any changes/amendments made in the end client's Tender/ RFP through corrigendum till date of submission of bid in response of RFP.
- 5.11 The bidder shall be ignored, if complete information is not given there-in, or if the particulars and data (if any) asked for are not filled in properly.

5.12	<b>Checklist of documents/information to be submitted</b>
(a)	Profile of the company/bidder/firm
(b)	Certificate of Incorporation (for Company/LLP)
(c)	Memorandum & Articles of Association/Partnership deed
(d)	Audited financial statements for the last 3 years
(e)	Income Tax Return Acknowledgment for last 3 years
(f)	Certificate of financial capability / credit facility issued by bank.
(g)	GST Registration Certificate or valid exemption certificate
(h)	Copy of PAN Card
(i)	Any other relevant registration documents on registration with other appropriate authorities (ESIC, EPFO, Labour Deptt etc.)
(j)	Authorization letter in the bidder's letterhead authorizing the person signing the bid for this RFP as Power of Attorney (POA)
(k)	Undertaking in letter head to indemnify BECIL from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.
(l)	Bidders Details as per format
(m)	All the requisite documents in the prescribed formats placed at Annexures to this RFP
(n)	Pre-Contract Integrity Pact as per Annexure-A (a) Bidders participating in the RFP have to sign Integrity Pact Those bidders who are not willing to sign Integrity Pact will not be considered for bid opening.
(o)	(b) 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)	Price Offer to BECIL as per Format of the RFP.

## 6. **OPENING OF RFP**

- 6.1 The bids submitted against this RFP shall be opened on **Date 05/01/2026 10:30 Hrs.** BECIL Reserves the right to change the date of opening of bid.
- 6.2 Bidders who wish to attend opening of RFP may visit BECIL for the same at the designated time, with authorization in proper format on bidder's letter head.

## 7. **GENERAL TERMS & CONDITIONS OF RFP**

- 7.1 Complete RFP document can be downloaded from BECIL website.
- (a) It is mandatory for all the Bidders to have Class-III Digital Signature Certificate (in the name of person who will sign the bid document) from any of the licensed certifying Agency recognized by CCA India on eToken/ Smart Card.

- (b) **Technical & Financial Bid** have to be submitted in sealed envelope.
- (c) **Tender Fee and EMD document should be placed in** a single envelope super scribed as  
**“Tender Fee and EMD documents” for RFP Ref No BECIL/DGM/RFP/e-Content/2025-26 Dated 24.12.2025 for Request for Proposal (RFP)** for selection of agency for Development of e-content to be used by teachers and students for teaching and learning in classes XI & XII”.
- (d) **Hard copy of Technical Bid and EMD Documents should be submitted** before the last date of BID submission **at Tender Box, BECIL Bhawan, C-56/A-17, Block 'C', Sector-62, Noida-201307 (U.P)**. Bids will be **rejected** if hard copy of **Technical Bid and EMD Document** are not received before the last date of bid submission.
- (e) Financial bid is to be submitted in sealed envelope at BECIL office.  
No tender document will be issued after the last date as mentioned above.

**NOTE: (a) Exempted firms must submit Bid Securing Declaration in lieu of Bid Security (i.e. EMD) along with valid exemption certificate, else bids will be rejected.**

**(b) Bids without tender fees will be summarily rejected.**

- 7.2 All bids are to remain valid for minimum of 180 days from the date of submission. BECIL reserve the right to seek the extension of bid validity.
- 7.3 BECIL reserves the right to solicit additional information from bidder/OEM/ Implementation Agency to evaluate which bid best meets the need of the Project. Additional information may include, but is not limited to, past performance records, lists of available items of works which will be done simultaneously with the project, on-site visit and evaluations by BECIL personnel, or any other pertinent information. It will be vendor’s responsibility to check for updated information on website <https://www.becil.com>. BECIL reserves the right to cross verify the information directly with client.
- 7.4 BECIL reserves the right to waive off any deviations, accept the whole or part thereof or reject any or all bids and to select the bidder/OEM/Implementation Agency(s) which, in the sole opinion of BECIL, best meets the project’s interest. BECIL also reserves the right to negotiate with potential bidder/OEM/Implementation Agency(s) so that its best interest to fulfill the need of project is served.
- 7.5 BECIL reserves the right to reject any and all proposals, to negotiate all terms of any agreement resulting from this RFP, and to request additional information from bidder.
- 7.6 All information contained in this RFP, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared with any other organization, including potential sub-contractors, without prior written consent of BECIL.
- 7.7 In case the agency selected through RFP goes into liquidation or undergoes a change in business/management, it will be intimated to BECIL & the selected agency will fulfil its commitment in case order is awarded to them. In case the selected agency is not able to perform, the work under reference will be done at risk & cost of the selected agency (successful bidder). EMD or PBG as the case may be will be forfeited by BECIL
- 7.8 Any dispute or difference or claim arising out of or in relation to this RFP, including the construction, validity, performance or breach thereof, shall be settled or decided by

CMD/Director, BECIL or by any other person to be nominated by CMD/Director.

## **8. 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.

## **9. Intellectual property rights**

9.1 Deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the Bidders under this RFP and subsequent to this RFP in relation with this RFP 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.

9.2 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.

9.3 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.

9.4 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.

## **10. Land and border provision**

The Undertaking at **ANNEXURE-L** 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, and Govt. of India.

## **11. Indemnity**

11.1 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:

- a) Deficiency in the Bidder's performance of its scope of service or breach of any of its obligations or scope of work
- b) Actions by the Bidder that causes BECIL to be in indirect or direct consequential breach of the main contract

- c) Any claims by employees, suppliers, creditors or other persons in a relationship with the Bidder
- d) Any claims of infringement, misappropriation or otherwise by third parties in regard to the execution of the scope of work by the Bidder.

## **12. Code of Integrity**

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

- a) Offering of any bribe or undue gratification in any form to BECIL or its officials, or indulging in any corrupt practices.
- b) 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.
- c) 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.
- d) Any financial or business transactions between the Bidder and any official of BECIL related to RFP or execution process of contract, which can affect the decision of BECIL directly or indirectly.
- e) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- f) Obstruction of any investigation or auditing of a procurement process.
- g) Making false declaration or providing false information for participation in an RFP Process or to secure a contract.

## **13. Conflict of Interest**

Any Bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this RFP. 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 Declarations. A bidder in this RFP 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 RFP 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/ Details Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the RFP Document etc. ) of this RFP 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 RFP document or specifications of the RFP 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 RFP process and execution of the Contract.

#### **14. Undue influence**

- 14.1 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 favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India.
- 14.2 Any breach of the aforesaid undertaking by the Agency/Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Agency) or the commission of any offers by the Agency or anyone employed by him or acting on his behalf, as defined in the Bharatiya Nyaya Sanhita, erstwhile known as the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle 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.

#### **15. Unlawful/Unethical Practices**

- 15.1 If the Contractor/ Bidder has engaged in corrupt, fraudulent, collusive and coercive practices or

defaulted commitments under integrity.

15.2 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.

15.3 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:

**16. Penalty for breach of integrity, conflict of interest and undue influence**

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

16.2 Cancellation/ termination of the Contract with the liberty to recover the accrued losses/damages by the Bidder including imposition of penal damages.

16.3 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.

**17. Blacklisting/ Debarment**

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

**18. Risk and cost clause**

18.1 In case of persistent breach/default of the terms and conditions of the Contract and due to abnormal delay (beyond the maximum late delivery in the Liquidated damages clause) in supplies, defective supplies or non-fulfilment of any of the terms and conditions of the RFP and the Work Order, BECIL may cancel the contract/Work Order in full or part thereof, and will procure supplies/equipment's or ensure the execution of work or any pending service in case of service contract from other willing vendor at the risk and cost of the Bidder.

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

18.3 Bidder's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to Bidder including unexecuted portion of work/ supply does not appear to be executable within balance available period.

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

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

18.6 Assignment, transfer, subletting of Contract by the Agency/Bidder without BECIL's written permission resulting in termination of Contract or part thereof by BECIL

## **19. Penalties**

- 19.1 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.
- 19.2 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.

## **20. Confidentiality**

- 20.1 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.
- 20.2 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.

## **21. Right to inspection**

- 21.1 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 sand when required.
- 21.2 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.

## **22. Terminations**

### **22.1 Termination of Contract/ Empanelment by BECIL due to unsatisfactory performance**

- a) 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 RFP , or subsequent work order issued thereto, then it shall be open to BECIL at its option by written notice to the Agency/Bidder to:

- b) 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 7 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.

## **22.2 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 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.
- b) 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;

## **22.3 Termination due to Insolvency**

- a) 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:-
- b) 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.

## **22.4 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.

### **23 Post termination responsibility**

- 23.1 In all cases of termination herein set forth, the obligations of BECIL to pay shall be limited to the period up to the date of termination, subject to the receipt of such payment from the Client.
- 23.2 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.
- 23.3 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.

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.

### **24. 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:

**Broadcast Engineering Consultants India Limited,**  
**C-56/ A-17, Sector-62, Noida-201307, U.P., India.**  
**Email: [rupesh@becil.com](mailto:rupesh@becil.com) / [ved@becil.com](mailto:ved@becil.com)**

### **25. 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.

### **26. Amendment**

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

## **27. Arbitration**

### **27.1 Conciliation of Dispute**

- 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.

### **27.2 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 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 losses(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, and support BECIL, during the course of arbitration/ legal proceedings emanating from the main contract. Then in that event of initiation of arbitration proceeding, under the main contract, no dispute tied to the main contract, shall be concurrently referred by the Bidder.

## **28. 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.

## **29. Force majeure**

- 29.1 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.
- 29.2 Force Majeure shall not include (i) any event which is the caused by the negligence or intentional action of a Party or by of such Party’s agents or employees, nor (ii) any event which a diligent party could reasonably have been expected both to take into account at the time of the acceptance of the work order under this RFP, and avoid or overcome with persistent effort in carrying out its respective obligations.
- 29.3 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.

## **30. 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.

## **31. Extension of time**

- 31.1 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.

31.2 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.

31.3 Any extension of time agreed upon mutually shall be documented in writing and signed by both the parties to be affected.

## **32. Assignment**

32.1 All terms and provisions of this RFP and subsequent Contract/ Agreement / work order with the successful Bidder shall be binding on both the parties and their respective successors and permitted assigns.

32.2 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.

32.3 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.

## **33. 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.

## **34. Entire contract**

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

## **35. Liquidated damages**

35.1 If the Bidder fails to achieve the completion of the work in accordance with the scheduled completion date as given in the Contract or the subsequent Work Order issued thereto, BECIL may without prejudice to any other right or remedy available to it as under the Contract or Law:

- 35.2 Recover from the Bidder liquidated damages equivalent to a sum of **0.5% of the value of the undelivered goods/services** for each week of delay beyond the scheduled date of completion or delivery or such liquidated damage, subject to a **maximum of 10% of the contract value or such liquidated damages as may be imposed by the Client**, whichever is higher (due to the failure of the Bidder to meet the contractual obligations)
- 35.3 The amount towards Liquidated Damages shall become leviable from the scheduled completion date or from the expiry of the extension, if any, given by BECIL without the levy of Liquidated damages.
- 35.4 BECIL may without prejudice to its right to effect recovery by any other method, deduct the amount of Liquidated Damages from any money belonging to the Bidder which has become due or payable (which shall also include BECIL's right to claim such amount against Bidder's Bank Guarantee)
- 35.5 Any such recovery of Liquidated Damages shall not in any way relieve the Bidder from any of its obligations to complete the works or from any other of its other obligation and liabilities under the Contract.

### **36. 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.

## SECTION – IV SCOPE OF WORKS

### **37. SCOPE OF WORK/SCHEDULE OF REQUIREMENTS**

#### **37.1 Objectives of the assignment**

Requests for proposals (RFPs) are invited from agencies working in educational e-Content development to develop a robust & comprehensive repository of e-content aligned to the curriculum in pursuing its digital education initiative for Class XI and XII.

#### **37.2 Scope of Work**

The bidder in consultation with the BECIL and Client shall develop e-Content assets aligned to the syllabus for students and teachers based on the state's need. The bidder shall provide a well-indexed repository of content that covers the complete curriculum with clear tagging of chapters and learning outcomes. The assets will be a combination of any of the forms defined below:

<b>Files</b>	<b>Types/Format</b>
Video	MP4, MOV, AVI, WMV, OGG (Preferably in 16:9 aspect ratio in HD quality 1080p,720p, 360p across all viewing devices)-Two formats will be assessed and made final deliverable aligned to the LMS
Audio	MP3 (Indianized AI voice-English, Hindi and Odiya as applicable)
Images & Graphics	PNG, JPEG, JPG, SVG, GIF (As applicable to the asset development)
Interactives & Simulations	Java, HTML, Storyline (as applicable), Captivate
Text	Word, Presentation, PDF, XLS
Assessments	On-line integrated (XLS/ Word), CVS
e-Pub	ePub-Where Books are available
SCROM-1.2	LMS integration of course may be SCROM for Storyline output

The bidder shall be expected to produce digital content materials such as:

- a. Content Concept videos/modular courses using relevant Animation/image-based explanation.
- b. Simulations/Virtual labs-as per concept (as applicable)
- c. Digital assessments/interactivities
- d. Assessments for the course (as applicable)

The bidder shall develop new digital Content for the state based on the state's need ensuring alignment of the material with the curriculum and context of the state. The bidder shall design and develop the LMS and upload e-content materials for the use of stakeholders.

## Content Framework:

The successful bidder shall create a Content and Curriculum Framework based on the NEP and Client requirements that is engaging to the Learners and the teachers. The framework will serve as the overarching guiding document of this undertaking. The framework will also ensure correct scientific concepts and systematic thinking appropriate to the grade level and aid in the e-Content development process, an understanding of the output expected from the exercise for both Government agency & the bidder. This framework shall outline all aspects of the e-Content development exercise. These aspects include but are not limited to:

- I. **Learning Outcome (LO) Alignment:** Alignment with the state's LO framework across all subjects & grades to create content synchronization.
- II. **Syllabi & Textbook Alignment:** Alignment with the textbooks across all subjects shall be maintained, in ensure the sense of continuity between learning experiences across the offline learning through the classroom teaching & digital learning through the e-Content repository.
- III. **Pedagogy:** Pedagogy used while delivering the given content material such as enquiry-based (earning, experiential learning as in activity-based learning, reflection-based learning through digital assets-modular and interconnected Lecture method.
- IV. **Design & Branding:** Details of the Design & Branding such as colors, foots & formatting shall be defined for the consistency and uniformity and is in synchronization with the Government agency over all branding (Loge/Website) while ensuring the visual appeal and readability of each content.
- V. **Type & Format:** Details of the asset like- format of each content plece used such as, experiential learning-activities, simulation/virtual lab, quiz, video etz, shall be maintained.
- VI. **E-Content.**
  - a. For Classes XI-XII [Vocational courses]: Base language of development of modules is English and adopted to Odiya and Hindi
  - b. For Classes XI-XII (Distance Learning): Base language of development of modules is English and adopted to Hindi
  - c. . For Classes XI-XII (Employability Skills): Base language of development of modules is English.
- VII. **Content Production Style:** Details of the different asset types shall be identified.
  - a. Different kinds of video-(Animated/Simulation/virtual or likewise)
  - b. Different kind of text format document should be created for Assessments, Summaries and additional reading material.
- VIII. **Design and Colour:**
  - a. Each video asset will have Government agency branding as part of development

The successful bidder shall create this comprehensive framework with exhaustive details for content piece to be developed for Class XI and XII the subjects as listed under three different projects and for the listed subject under each table.

### A. Course List- Government agency Vocational Subject

1. Languages-English, Odiya, and Hindi
2. Number of learning Hours 600 across the Learning Assets and Languages

S No.	Course Name
1	Media & Entertainment Media & Entertainment, Rotz, Artin, Texturing Artist, Story Board Artist, Character Designing
2	Computer Operator and Programming Axel(COAP)
3	Solar Panel Installation Technician
4	Plumber Genera
5	Agriculture Small Poultry Farmer
6	Agriculture Dairy Partner
7	Dress Making
8	Field Technician-AC
9	Drone Pilot
10	Smartphone Technician cunt App Tester

### B. Course List - Employability skills

1. Languages – English
2. Number of learning Hours - 120 across the Learning Assets and Languages

S No.	Module
1	Communication Skills
2	Foundational Literacy
3	Digital Literacy

### C. Course List - Government agency Distance Education

1. Languages - English and Hindi
2. Number of learning Hours - 60 across the Learning Assets and Languages

S No.	Subject Name
1	History
2	Economics
3	Sociology
4	Pol. Science

### Content Development

The objective of this exercise is to create a comprehensive repository of digital content to provide quality education in digital mode to all Higher Secondary students across the state. The state aims to promote digital learning by providing high-quality content to all stake holders of the state to aid the teaching-learning processes through a dedicated website of Government agency.

The e-Content development shall ensure that the following general considerations are made while creation of e-content

### General considerations to comply with:

- I. The e-Content is Learning Outcome driven and aligned to the Topic
- II. The e-Content is engaging, interactive, and motivating for students to enhance the academic efficiency.
- III. The e-Content is appropriately designed for the relevant ages and for the respective classes with clear diagrams & examples from real life phenomena to learn different concepts.
- IV. The e-Content is paced appropriately to ensure that an average learner is benefited and maximises the usage. The content should not be very slow or very fast paced.
- V. The e-Content is visually engaging, factually correct and not monotonous in its style.
- VI. The e-Content has optimal interaction points (simple interactions such as pause & play are expected here) to ensure students are engaging with the content and their role does not reduce to become a passive consumer.
- VII. The e-Content created is in line with sound academic practices and pedagogical practices and the academic community.
- VIII. The e-Content created follows a variety of formats such as experiential learning styled activities etc. so that the students feel encouraged to access the complete repository.
- IX. The e-Content created is shareable in easy-to-share formats of images, videos & documents across any platform available at the disposal of the stakeholders.
- X. E-Content Website can be easily accessible in all Android phones and desktop.

The Government agency aims to provide an excellent e-Content to maximum students and as such the bidder shall be expected to ensure the following technical considerations while creating content.

- I. The content created should be assessable in a wide variety of devices such as computers, laptops, projectors etc.
- II. The successful bidder should also manage the high traffic of the website.

### Technical considerations to comply with:

- i. The bidder shall ensure usage of the following multimedia formats to ensure widespread compatibility.

Files	Types /Formats
Text	PDF, ODT, DOCX, Epub
Images & Graphics	PNG, JPEG, JPG, SVG, GIF (Note: in case of PNG, JPEG, JPG the image should have resolution greater than 5 Megapixels: Image size should be less than 20 MB)
Audio	MP3
video	MP4, MOV (Preferably in 16:9 aspect ratio in HD quality across all viewing devices- depending upon LMS compatibility)
Text Files	Word (DOC/XLS, CSV, ODX, TXT)
Interactive	Java, HTML; Storyline
SCROM (1.2)	International LMS porting file format for e-Content

- ii. The e-Content should be assessable in a standalone format with the use of any advanced LMS system.

- iii. The e-Content should be usable in devices with minimal hardware specifications i.e. phones/tablets/computers/laptops with less than 2GB RAM.
- iv. The e-Content should be modular so that the Government agency can customise it as per different use-cases.
- v. The bidder shall ensure that there is no copyright infringement on assets used in the development of any content piece and shall be held liable for any such issues.

The e-Content developed by the successful bidder should act as a pioneering effort with great quality that will enable the Government agency to enhance the quality education to students of Class XI and XII across the state. It should serve as a contribution of the state to the educational ecosystem. To ensure that the quality of the content remains high, the state proposes a consistent the tri-partite structure for each asset type.

- **Introduction:** This part shall contain the introduction of the topic, learning outcome and chapter that shall be covered in the content piece. This part shall also provide information about the application of the concept in different situations in day-to-day life of the learners.
- **Explanation:** This part shall enable the students and teachers to integrate the e-Content for self-learning and classroom teaching with and pedagogically sound explanation of the concept that is being delivered through the Asset piece. It will use real-life examples with the context of the learner to reinforce the concept to the learners. It shall include misconceptions / Common Errors linked to Learning Outcomes being clarified to ensure robust understanding of learners to relate wherever possible.
- **Summary & Assessment:** This part shall enable the students to summarise the Chapter and attempt assessments of the topic(s) taught. With this piece teachers will be enabled to test learner's understanding of the concepts in a robust manner through activities and questions that assess the mastery of the learner of the concept explained. This will be Formative test type.
- **Additional Material:** This will include **ePubs** (wherever books are made available) open-source resources PDF or reading material that can be enabled with LMS and can be used by students and teachers., **Participant Handbook, Facilitator Guide, Assessment Guide (for employability skill courses)**
- Each content piece will also compulsorily contain assessment that tests each/LO for students comprehensively. The answers should be mentioned with the valid explanation.

The content pieces shall be created for each of the learning outcomes defined across all chapters in the curriculum and shall have to embody the following characteristics to ensure that they provide an excellent learning experience for the students and facilitate student learning and teacher delivery process.

**Content Characteristics to comply with:**

- I. Assets shall only have the iconography & branding of the state and shall not include any elements of a private or non-governmental institution.
- II. Assets should have excellent production quality with high resolution video footage (as applicable to the concept) and noise-free audio footage being used across the library.

- III. Assets should be academically rigorous & pedagogically scientific in explaining its concepts to the students.
- IV. Assets should be made available in English, Hindi and Odia as per the described project scope. In case of language subjects being included, the language shall be in respective language.
- V. The explanations should be clear, concise & scientifically accepted in the larger discourse of education and should not offer any contradictions to the explanations offered in the textbooks.
- VI. Assets should not harm any cultural, social, or religious sentiment of any group and strive to remain as inclusive in its discourse as possible. The e-Content created will attempt to reduce propagation of any stereotypes and superstitious beliefs.

## E-Content Development Distribution Matrix

### A. For Classes XI-XII (Vocational):

- Development of 10 vocational skill courses, as identified and approved by Government agency provided below.
- Each vocational course shall be designed to support **skill acquisition, employability, and practical understanding**, and shall include:
  - Modular instructional videos (theory + application)
  - Skill-based simulations and interactivities
  - Integration of real-world examples, demonstrations, and workplace context.

S No.	Course Name
1	Media & Entertainment Media & Entertainment, Roto, Artist, Texturing Artist, Story Board Artist, Character Designing
2	Computer Operator and Programming Assistant (COAP)
3	Solar Panel Installation Technician
4	Plumber General
5	Agriculture: Small Poultry Farmer
6	Agriculture: Dairy Farmer
7	Dress Making
8	Field Technician - AC
9	Drone Pilot
10	Smartphone Technician cum App Tester

### Content Classification:

The chapter/module shall be delivered using multiple asset type to ensure balanced pedagogy, learner engagement, and assessment rigor.

The suggested one hour (60 minutes) of learning content should be classified and calculated as follows:

Content Component	Interactive Hours (IH)	Concept Hours (CH)	Assessment Hours (AH)	Simulation /Virtual Lab Hours (VLH)	AR Content	Summary

Percentage Allocation (per 1 Hour of Content)	20%	22%	18%	40%	5%	3%
Equivalent Minutes per 1 Hour Content (60 Minutes)	12 Minutes	13.2 Minutes	6 Minutes	24 Minutes	3 Minutes	1.8 Minutes
Measurement	Single	Audio	Single option	Step-Based	Step-Based	Audio
Unit for Effort Calculation	option - 1 minute Two options - 2 minutes Three options - 3.5 minutes	narration duration	1 minute Two options - 2 minutes Three options - 3.5 minutes	Measurement Explained Below	Measurement Explained Below	narration based

### Step-Based Measurement

Each Simulation/ Virtual Lab shall consist of defined steps.

Steps	Steps Engagement Time
3-4 steps	4 minutes
5-6 steps	5 minutes
7-8 steps	6.5 minutes

Each AR is defined as: Layout / Scene-Based Measurement

Layout / Scene Type	Time Equivalence
Single AR Scene	2 minutes
Multi-object AR Scene	3 minutes
Guided AR Simulation	4-5 minutes

AR/Virtual Lab duration shall be calculated based on the number of instructional and interaction steps.

### Clarifications for Asset Type

- 1. Interactive Hours (IH)**  
Time-based interactive learning with audio narration click-to-reveal, drag-and-drop activities.
- 2. Concept Hours (CH)**  
Core conceptual content delivered through structured audio-visual explanation.
- 3. Assessment Hours (AH)**  
Formative and summative assessments.

- 1 assessment question = 45 seconds to 1 minute learner effort and guided by types of question- Single option, two options, multiple option and keyboard-based typing questions

#### 4. Simulation / Virtual Lab Hours (VLH)

Hands-on simulations, virtual experiments, role-based scenarios.

- Layout = approx. 3 minutes of learner interaction time.

#### 5. AR Content

Augmented Reality-based micro-learning interactions aligned to concepts or labs.

#### 6. Audio: All Audio is Indian voice - AI based with exceptional 10% human voice on need basis.

- All Voice samples for English, Odiya and Hindi will be approved before implementation by the Client
- The pace and the accent will be approved by the Client

#### 7. Additional Reading Material: In the form of Word/PDF/PPT / video from the open sources as available.

### B. For Classes XI-XII (Employability):

The employability skills content shall be developed using a competency-based and application-oriented approach, suitable for learners transitioning to higher education, employment, or vocational pathways.

Each course shall include:

- Conceptual explainer videos, demonstrations, and scenario-based modules
- Mapping of content to employability competencies / NSQF Level 1-3

S No.	Module
1	Communication Skills
2	Foundational Literacy
3	Digital Literacy

Content Component	Interactive Hours (IH)	Concept Hours (CH)-PH/FG	Assessment Hours (AH)+ AG
Percentage Allocation (per 1 Hour of Content)	25%	50%	25%
Equivalent Minutes per 1 Hour Content (60 Minutes)	15 Minutes	30 Minutes	15 Minutes
Measurement Unit for Effort Calculation	Single option-1 minute Two options - 2 minutes Three options -3.5 minutes	Audio narration duration	Single option - 1 minute Two options - 2 minutes Three options - 3.5 minutes

### Clarifications

### 1. Interactive Hours (IH)

Time-based interactive learning with audio narration click-to-reveal, drag-and-drop activities.

### 2. Concept Hours (CH)

- Core conceptual content delivered through structured audio-visual explanation.
- FG: Faculty guide for detailed topics to be used in the classroom sessions
- PH: Participants guide for the detailed usage by the learner during the classroom sessions

### 3. Assessment Hours (AH)

Formative and summative assessments.

- assessment question = 45 seconds to 1 minute learner effort and guided by types of question- Single option, two options, multiple option and keyboard based typing questions
  - AG: Assessment Guide with marking schema and Assessment based on the subjects
4. Audio: All Audio is Indian voice - AI based with exceptional 10% human voice on need basis.
- All Voice samples for English will be approved before implementation
  - The pace and the accent will be approved by the client.

### C. For Classes XI-XII (Distance Learning):

The e-content shall be fully aligned with the Client prescribed syllabus for Class XI and XII, and structured for distance and self-paced learning.

Each subject shall include:

- A short and long instructional video modules per subject, mapped chapter/topic-wise.
- Self-assessment question banks / assessment.
- Clear tagging of Learning Outcomes, Units, and Chapters for each content asset

S. No.	Subject Name
1	History
2	Economics
3	Sociology
4	Pol. Science

Content Component	Interactive Hours (IH)	Concept Hours (CH)	Assessment Hours (AH)	Summary
Percentage Allocation (per 1 Hour of Content)	25%	50%	20%	5%
Equivalent Minutes per 1 Hour Content (60 Minutes)	15 Minutes	30 Minutes	12 Minutes	3minutes
Measurement Unit for Effort Calculation	Single option -1 minute Two options - 2 minutes Three options - 3.5 minutes	Audio narration duration	Single option - 1 minute Two options - 2 minutes Three options - 3.5 minutes	

### Clarifications

#### 1. Interactive Hours (IH)

Time-based interactive learning with audio narration click-to-reveal, drag-and-drop activities.

## 2. Concept Hours (CH)

Core conceptual content delivered through structured audio-visual explanation.

## 3. Assessment Hours (AH)

Formative and summative assessments.

- Formative: Single option 1 minute
- Two options - 2 minutes, three options - 3.5 minutes
- **Summative: In form of Pdf.**

4. Audio: All Audio is Indian voice - AI based with exceptional 10% human voice on need basis.

- a. All Voice samples for English, Odiya, and Hindi will be approved before implementation by the Client
- b. The pace and the accent will be approved by the Client

### Stages of workflow development for Asset development are as follows:

The e-content development process shall be executed in clearly defined stages to ensure academic quality, pedagogical effectiveness, and technical accuracy. This staged approach will enable both Government agency and the selected bidder to review progress at multiple checkpoints, incorporate feedback, and course-correct wherever required to ensure high-quality final deliverables.

#### Workflow to be followed for development of digital assets

S No.	Stage of E-Content Development
1	Instructional Storyboarding
2	Script & Interaction Design
3	e-Content Development (Draft)
4	Feedback implementation
5	Final e-Content & Approval
6	Localisation (Odiya and Hindi) as applicable

#### Stage 1: Instructional Storyboarding

The successful bidder shall develop a **detailed instructional storyboard** for each e-Content unit/module. The storyboard shall define the complete learning journey and instructional flow of the e-Content.

The storyboard shall include, but not be limited to:

- Learning objectives and expected outcomes
- . Pedagogical approach (concept explanation, demonstration, simulation, etc.)
- Content sequencing and screen-wise flow
- Types of examples, illustrations, experiments, or demonstrations
- Planned learner interactions (click-to-reveal, drag-and-drop, MCQs, decision points, etc.)
- Assessment strategy (formative checks, quizzes, reflections)
- Indicative multimedia elements (visuals, animations, audio, text)
- This stage shall be applicable to all forms of e-Content including **self-paced e-learning modules, animated videos, content videos, simulations, and interactive digital resources.**

- The bidder shall submit the storyboard to the Client for review. Feedback provided by the client shall be incorporated before proceeding to the next stage. One representative from the bidder may be considered for the same.

It shall be the responsibility of the bidder to coordinate with Government agency and arrange review meetings as required.

### **Stage 2: Script & Interaction Design**

Upon approval of the storyboard, the bidder shall proceed with detailed scripting and interaction design for each e-Content unit.

- This stage shall include:
  - Screen-wise narration/voice-over scripts.
  - On-screen text (OST) and instructional prompts.
  - Detailed description of animations, visuals, and transitions.
  - Learner interaction logic and feedback responses.
  - Assessment questions with correct answers and feedback.
  - Accessibility considerations (language clarity, pacing, captions, etc.)
- The script shall clearly articulate the sequence of learning events, instructional cues for narrators, and all learner engagement points.
- The completed script shall be submitted to the Government agency for formal review
- The bidder shall incorporate all feedback and obtain written approval for each script before initiating content production.
- Coordination with subject experts and review meetings shall be the responsibility of the bidder.

### **Stage 3: E-Content Development (Draft / Alpha)**

After script approval, the bidder shall initiate actual e-content development using approved scripts and storyboards.

This stage shall involve:

- Development of visuals, animations, audio narration, and interactions. Assembly of content in the prescribed digital format (SCORM/LMS-compatible, where applicable)
- Integration of assessments, feedback mechanisms, and navigation controls.
- Alignment with approved instructional design and pedagogical standards.
- The output at this stage shall be a fully functional draft version of the e-content, ready for learner delivery in terms of structure and completeness, though subject to refinement.
- The draft e-content shall be shared with the Government agency for review. All academic, pedagogical, and functional feedback provided shall be incorporated before moving to the final stage.

### **Stage 4: Feedback Implementation**

The bidder shall submit the revised content with the Feedback implemented as a record and for final review and approval.

The committee shall conduct a comprehensive evaluation focusing on:

- Academic accuracy and curriculum alignment with the feedback received and implemented

- Pedagogical effectiveness and learner engagement and if any exceptions to mark it duly with the review team.

### **Stage 5: Final E-Content & Approval**

The bidder shall submit the final e-content deliverables to the Client for final review and approval against the feedback and inputs for the said development asset - (Video, Assessment). The committee shall conduct a comprehensive evaluation focusing and sign-

Off the assets in the base language for the points listed below and for the development of localization as applicable.

- Academic accuracy and curriculum alignment.
- Pedagogical effectiveness and learner engagement.
- Quality of visuals, audio, animations, and interactions.
- Technical compliance and usability.

### **Stage 6: Final E-Content & Localisation:**

The bidder shall submit the localised as separate deliverables to the Government agency for final review and approval.

These localised Assets will be adopted and transformed after the Base English content has been approved as in Stage-5.

**The bidder shall address all observations, if any, raised during the final review.**

The vendor shall receive an Approval Certificate based on the final submissions of the Content.

The bidder is expected to create these content assets in phased manner under each project A, B, and C. The Delivery Schedule Section of this RFP is the target for the bidder during the project implementation process. Adherence to this will ensure successful and timely payment.

The payment for the bidder's services shall be contingent on satisfactory completion of the targets outlined in the said section.

## **Common Repository & Content Standards (Applicable to all Projects as per RFP)**

### **I. The content repository shall include:**

- Final published versions of all digital content.
- A systematic indexing and tagging mechanism enabling search by:
  - Subject
  - Class/Course Type
  - Chapter / Unit
  - Learning Outcomes
  - Upload of final content to:

- Government agency repository or LMS and/or

## II. Deployment Mechanism

- e-Content shall be:
  - Hosted on a dedicated LMS
- The bidder shall provide post-delivery implementation support for six (3) months, during which:
  - Bugs, performance issues, and functional defects shall be resolved at no additional cost.
  - The bidder shall deploy one dedicated technical resource either online or offline to support the Government agency Nodal Officer throughout the project execution period as hand-holding support

## III. Post-Development Maintenance & Support

The bidder shall provide post-implementation maintenance and support for a period of one (1) year from the date of go-live, including:

- Bug fixing and performance optimisation
- Minor enhancements within the scope
- Ongoing technical support to ensure uninterrupted access and usability of the platform

## Delivery Schedule and Timeline for e-Content Development

The successful bidder shall execute the project in defined phases between January 2026 and March 2026, starting from the date of signing of the contract. The delivery shall be course-wise, with each course undergoing review and approval by the Special Committee constituted by Government agency prior to phase completion.

### Phase-wise Delivery Timeline (January-March 2026) +/-30 Days

Phase	Period	Timeline from Contract Signing	Course-wise Outputs Expected
Phase -1	January 2026	Within 25 days	Finalisation of TOC and e-Content framework for: - Vocational Courses (10 subjects) Course-wise content plans, learning outcomes, assessment framework 25% Finalisation of TOC and e-Content framework for Distance Education Courses (History, Political Science, Sociology, Economics) Employability Skills Courses (Communication, Digital Skills, Foundational Literacy)
Phase -2	January 2026	By 31 January 2026	Complete development of Employability Skills Courses (3 courses) Learner-ready videos, and assessments delivered Committee review and written approvals obtained
Phase -3	February 2026	By 15 February 2026	Complete development of Distance Education Courses (4 subjects) Storyboards, scripts, draft e-content, and assessments submitted and approved

			Upload of approved content to staging repository
<b>Phase -4</b>	February 2026	By 28 February 2026	50% completion of Vocational Courses (5 out of 10 subjects) Approved e-content uploaded to repository
<b>Phase -5</b>	March 2026	By 31 March 2026	100% completion of all Vocational Courses (remaining 5 subjects) Final repository delivery, indexing, tagging, and deployment Submission of all raw files, final files, security certificates, and documentation

#### D. Learning Management System

A full Learning management platform is to be developed for Government agency in consultation with Government agency team. The Learning Management System (LMS) should meet the following specifications and requirements:

##### General Features:

- User-friendly interface with responsive design.
- Role-based access control (Admin, Faculty, and Student).
- Dashboard (MIS) for learners and faculty with notifications, updates, and progress tracking.
- Modular structure to host multiple courses with clear categorization.

##### Course & Content Management:

- Upload and manage E-Learning content (SCORM 1.2 compliant).
- Integrated video, audio, PDF, and HTML5 content rendered and Captivate/Storyline.

##### Maintenance & Support:

- Admin guide and training manual for LMS usage.
- Initial 3-months support for bug fixes, enhancements, and training support.
- Helpline email support system integrated.

#### Role-Based Access & Workflows in LMS

Role	Specifications/Features	Workflow
Students	Access to courses, materials, assignments, forums Real-time progress tracking Notifications & alerts Multilingual interface (English, Hindi)	Log in → Access courses → Participate in discussions → Submit Assignments → Track grades
Faculty	Course Management Track learning Outcomes Manage forums, chats & learning paths Upload e-texts & video tutorials	Design courses → Map outcomes → Create assessments → Evaluate student work → Generate reports
Administrators	System configuration Enrolments	Manage users → Define policies → Manage integrations Monitor system health

#### LMS Milestones

In order to support the delivery, hosting, monitoring, and long-term usage of distance education courses, employability skills programmes, and vocational courses, and the successful bidder shall design, configure, deploy, and maintain a scalable Learning Management System (LMS) for Government agency. The LMS shall enable content hosting, learner access, monitoring, analytics, and administration for students, teachers, and administrators across the State.

### LMS Scope and Key Objectives

The LMS shall be designed to:

- Host all approved e-content developed under this project
- Support large-scale concurrent usage by students and teachers
- Enable learner enrolment, tracking, assessments, and analytics
- Integrate securely with Government agency website and future digital initiatives
- Ensure reliability, scalability, and data security

### Deliverables and Payment Schedule

Project A - Vocational Courses (Class XI-XII)

(10 Courses | 600 Learning Hours | Languages: English + Odiya + Hindi)

Payment Milestones - Project A

Milestone No.	Milestone Stage	% of Project A Value
Phase A0	Initiation & Mobilisation	15%
Phase 1	Storyboarding	20%
Phase 2	Alpha Animation	25%
Phase 3	Gold Animation (Post Feedback)	15%
Phase 4	Localisation	15%
Phase 5	Implementation & Hosting	10%
Total		100%

### Project B - Employability Skills

(3 Modules | 120 Learning Hours | Language: English)

Payment Milestones - Project B

Milestone No.	Milestone Stage	% of Project A Value
Phase A0	Initiation & Mobilisation	15%
Phase 1	Storyboarding	20%
Phase 2	Alpha Animation	25%
Phase 3	Gold Animation (Post Feedback)	15%
Phase 4	Localisation	15%
Phase 5	Implementation & Hosting	10%
Total		100%

### Project C - Distance Education (Arts Subjects)

(4 Subjects | 60 Learning Hours | Languages: English + Hindi)

Payment Milestones - Project C

Milestone No.	Milestone Stage	% of Project A Value
Phase A0	Initiation & Mobilisation	15%
Phase 1	Storyboarding	20%
Phase 2	Alpha Animation	25%
Phase 3	Gold Animation (Post Feedback)	15%

Phase 4	Localisation	15%
Phase 5	Implementation & Hosting	10%
Total		100%

### Quality Guarantee Retention (QGR)

- The remaining 5% of the total contract value shall be retained as Quality Guarantee Retention (QGR).
- QGR shall be released in on completion of one (1) year, subject to:
  - Successful post-deployment maintenance
  - System uptime
  - Timely resolution of bugs, enhancements, and support requests

### Roles and Responsibilities

In line with the project objectives, Government agency intends to develop a high-quality, curriculum-aligned digital content ecosystem to support distance education, employability skills development, and vocational learning for students and teachers of the State.

To ensure effective execution and accountability, the roles and responsibilities of the Bidder and Government agency are clearly defined below.

#### A. Roles and Responsibilities of the Bidder

The successful bidder shall be fully responsible for end-to-end e-content development, deployment, and support, including but not limited to the following:

1. Prepare and maintain all documentation required at each stage of e-content development, including content frameworks, storyboards, scripts, drafts, and final delivery documents.
2. Develop and submit reports, frameworks, presentations, and progress documentation as required by Government agency at any stage of the project.
3. Design instructional storyboards for all content units across:
  - Vocational courses and obtain formal approval from the Government agency, incorporating all suggested academic and pedagogical revisions.
  - Employability Skills courses
  - Distance Education subjects
4. Undertake complete content production through its own academic, production, and technical teams, including:
  - Creation of animations, graphics
  - Conduct of video and audio recordings
  - Editing, post-production, and integration of multimedia assets.
5. Submit draft and final versions of e-content for review and approval, incorporating feedback provided by Government agency.
6. Provide regular progress updates to Government agency, Bhubaneswar, including:
  - Status against delivery schedule
  - Support or decisions required from Government agency.

7. Organise and facilitate phase-wise review meetings with Government agency to present progress against approved timelines and obtain strategic guidance before proceeding to subsequent phases.
8. Ensure professional conduct, confidentiality, and strict adherence to the approved delivery schedule, quality benchmarks, and contractual obligations throughout the project duration.

### **B. Roles and Responsibilities of Government agency**

Government agency shall play a governance, academic oversight, and approval role, including the following responsibilities:

1. Ensure timely review, vetting, and approval of e-content developed by the bidder.
2. Provide clear academic, curricular, and pedagogical guidance to the bidder at all stages of the content development lifecycle.
3. Review and provide timely feedback on:
  - Reports and documentation
  - Storyboards and scripts
  - Draft and final e-content deliverables to ensure alignment with Government agency objectives and standards.
4. Issue formal approvals for deliverables at each stage as defined in the RFP to enable smooth progression of the project.
5. Participate in review meetings organised by the bidder to assess progress, identify challenges, and facilitate timely resolution of issues.
6. Issue Phase-wise Completion Certificates upon satisfactory review of deliverables, which shall be mandatory for release of corresponding payments.

### **Team Requirements from the Bidder**

Given the academic sensitivity and scale of this initiative, the bidder shall deploy a **qualified, experienced, and adequately staffed team to ensure academic rigour, pedagogical soundness, and high production quality.**

The bidder shall maintain the following minimum team composition:

#### **A. Academic Team**

1. Academic Team Leads shall have prior experience in leading similar education or content development projects.
2. Subject Experts shall:
  - Possess a minimum of 5 years of teaching experience at Higher Secondary / Higher Education level or equivalent
  - Hold at least a Master's degree in the relevant subject
  - Demonstrate strong academic credentials and curriculum familiarity
4. Academic experts shall be responsible for content accuracy, learning design, assessments, and alignment with Government agency syllabus.

**B. Production Team**

1. Production team members shall have a minimum of 2 years of demonstrated experience in digital content creation or media production.
2. Expertise shall include:
  - o Video and audio recording
  - o Editing and post-production
  - o Animation and graphic design
  - o Use of professional tools such as Adobe Creative Suite, Final CutPro, or equivalent
3. Team members shall possess strong communication, documentation, and coordination skills to work effectively with academic experts and Government agency stakeholders.

**C. Technical Team**

1. Technical team members shall have a minimum of 2 years of experience in software / web application development.
2. Educational qualification:
  - o Graduation in Computer Science / IT or related disciplines from a recognised institution.
3. **Technical expertise shall include:**
  - o Web and application development
  - o Content repository management
  - o Use of programming languages such as Java, HTML, and related technologies
  - o Deployment, testing, and maintenance of digital platforms.

**D. Project Management & Team Structure**

1. The project shall be led by a Project Manager with:
  - o 4-6 years of professional experience (preferably in government or large-scale projects)
  - o A postgraduate degree from a recognised institution
2. **The Project Manager shall be responsible for:**
  - o Overall project planning and execution
  - o Coordination across academic, production, and technical teams
  - o Liaison with Government agency officials, Expert Committees, and stakeholders
  - o Ensuring adherence to timelines, quality standards, and approvals
3. The bidder shall deploy the following indicative team structure (subject to justification-based modification):

<b>Team</b>	<b>Proportion</b>	<b>Indicative Size</b>
Academic Team	40%	25 Members
Production Team	40%	25 Members
Technical Team	20%	13 Members
Total	100%	63 Members

**Indicative Contract Period**

- The contract shall be valid for one (1) year from the date of signing.

- The contract may be extended by an additional one (1) year on a mutually agreed basis,

**Subject to:**

- Satisfactory performance
- Compliance with contractual obligations.
- Continued requirement of services by Government agency.

## SECTION –V

### PREQUALIFICATION AND TECHNICAL CRITERIA AND EVALUATION

#### **38. PREQUALIFICATION CRITERIA OF BIDDERS**

<b>Sr. No</b>	<b>Eligibility Criteria</b>	<b>Documents to be submitted</b>
1.	Bidder must be a firm registered under Companies Act, 1956 or 2013	Certificate of Incorporation / Registration Certificate / Partnership Deed (as applicable)
2.	Bidder must be registered under GST Act and possess valid PAN	GST Registration Certificate & PAN
3.	Bidder should have average annual turnover of not less than Rs. 67 Crore from business for the last 3 Financial Years till date.	CA-certified turnover statement in prescribed format
4.	The bidder should have positive net worth in each of last three audited Financial Years) i.e. 2021-22, 2022-23 and 2023-24.	(Valid CA Certificate with UDIN no. to be submitted)
5.	The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing.	An undertaking by the bidder should be submitted.
6.	Bidder should have experience of having successfully completed similar works (Educational Labs / Educational Kits) during the last 3 years from the date of bid submission should be either of the following: Two similar works each with work order value not less than Rs.25 Crore in last three years till date OR One similar work with work order value not less than Rs. 50 Crore in last 3 years till date.	CA-certified turnover breakup
7.	Bidder must have at least 34 employees on payroll, with minimum 20% core technical staff including Program Manager and Team Leader.	Latest EPF combined challan-cum-return
8.	Bidder must possess valid ISO 9001, CMMI Level 3 and above certification (valid beyond bid submission date)	Copy of valid CMMI Level 3 and above certificate
9.	Bidder must comply with all applicable labour laws including PF, Minimum Wages Act, Workmen Compensation Act etc.	Self-declaration on company letterhead
10.	Bidder should not be blacklisted or declared ineligible by any Government / PSU.	Self-declaration signed by authorised signatory
11.	Bidder must have executed installations in educational institutions/labs, meeting any one or more of the following: ICT Labs – ≥ 167 Labs, Smart Classrooms – ≥ 335 Classrooms Robotics / STEM Labs / KITS / Atal Tinkering lab – ≥ 167 Labs,	Work Orders / Completion Certificates

12.	Bidder should have prior experience in working with CBSE-Skill Education / NCERT / MSDE/ Any sector skill council in last 3 years till date.	Work Orders / Completion Certificates
13.	EMD Money: As specified in the RFP	Proof of payments
14.	Bidder must have a minimum training experience in 1670 teachers training for IT / ICT Labs / Smart Labs in a single Work Order in last two Financial Years till date.	Proof of payments – Single order minimum value $\geq$ 1670 teachers in last two Financial Years till date.
15.	Solvency Certificate/Credit Limit Facility (Fund/ Non Fund based) issued by Bank: minimum Rs 3.75Cr.	Solvency certificate to be issued by Bank after the issue of RFP

### 39. TECHNICAL EVALUATION CRITERIA

Only those bidders who qualify in Pre-Qualification as per above will be considered for Technical Evaluation. During the process of evaluation of the Technical Proposals, the Tender Committee may seek additional information and clarifications from any or all the bidders. This clarification will be sought through email communications/request a personal visit of the authorized representatives of the bidder. The bidder is expected to provide the clarifications or additional information within the stipulated time as indicated in the communication. If the bidder fails to provide the clarification or additional information, the information provided in the technical proposal only will be used for evaluation. Only the bidders who score a technical score of more than 80 Marks will qualify for the evaluation in the commercial bid.

The technical bid will be evaluated on the below mentioned criteria:

Sr. No	Technical Parameters	Scoring Methodology	Max Marks	Supporting Documents
a)	Experience in execution of e-Content design, development, deployment & commissioning of Educational Labs for Educational Boards (State / Central) in last two financial years till date.	<ul style="list-style-type: none"> <li>Experience with 1 Project – 5 Marks</li> <li>Experience with 2 Projects – 8 Marks</li> <li>Experience with <math>\geq</math> 3 Projects - 10 Marks</li> </ul>	10	Work Orders / Agreements / Completion Certificates
b)	Experience of working with CBSE (Skill Education), NCERT and MSDE, Any sector skill councils in the last five Financial Years till date	<ul style="list-style-type: none"> <li>Experience with either CBSE–Skill / NCERT / MSDE/Any sector skill council only – 5 Marks</li> <li>Experience in all CBSE – Skill, NCERT and MSDE – 10 Marks</li> </ul>	10	Work Orders / Agreements / Completion Certificates
c)	Scale & Complexity of Educational Infrastructure Installations (ICT Labs / Smart Classrooms / Robotics / STEM Labs / Kits/ Atal Tinkering lab)	<ul style="list-style-type: none"> <li>333-1,667 installations - 5 Marks</li> <li>1,667-5,000 installations- 8 Marks</li> <li>&gt;5,000 installations-10 Marks</li> </ul>	10	Completion / Client Certificates

d)	Average Turnover for last three Financial Years till date	<ul style="list-style-type: none"> <li>• 16.67 Cr to &lt;66 Cr - 5 Marks</li> <li>• 66.67 Cr to &lt; 166.67 Cr - 10 Marks</li> <li>• 167.67 Cr to &lt;333.33 Cr - 15 Marks</li> </ul>	15	Audited Financial Statements / CA Certificate
e)	Work order from Educational Labs / Educational Kits in last three (03) Financial Years till date.	<ul style="list-style-type: none"> <li>• Single Work Order value of 25 Cr – 5 Marks</li> <li>• Single Work Order of 33.33 Cr - 10 Marks</li> <li>• Single Work Order of 33.33 Cr and above - 15 Marks</li> </ul>	15	Work Orders / Agreements / Invoices / Completion Certificates
f)	Presentation on Understanding of Scope Implementation Methodology & Demonstration	<p><b>Evaluation on:</b></p> <p>Understanding of Scope &amp; Objectives – 3 Marks</p> <ul style="list-style-type: none"> <li>• Roll-out &amp; Implementation Strategy – 3 Marks</li> <li>• Pedagogy, Content Demo &amp; Innovation</li> <li>• Team Deployment, Timelines &amp; Risk Mitigation – 5 Marks</li> </ul>	15	Bidder Presentation
g)	Quality & Process Maturity Certifications	<p>CMMI Level 3 – 5 Marks</p> <p>CMMI Level 4 &amp; above – 10 Marks</p>	10	Valid Certificates
h)	Teacher Training (IT/ICT Labs/+Educational Labs/ Educational Kits) in the last Three (03) Financial Years till date	<ul style="list-style-type: none"> <li>• Single workorder of 1,667 – 2,667 teachers = 5 Marks</li> <li>• Single Workorder of 2,667 – 3,333 teachers - 10 Marks</li> <li>• Single Workorder of 3,333-5,000 teachers - 15 Marks</li> </ul>	15	Valid orders and training confirmation

**Note:** Bidders who secure above 80 marks from the total (100 marks) in the technical proposal will be called for financial evaluation.

**a. Commercial Bid Evaluation**

- Only those bidders, who qualify in the technical qualification criteria with minimum 80% will qualify for the evaluation of their commercial bids.

- The Financial bids of qualified bidders will be opened on the prescribed date.
- The bid price will include all taxes and levies and shall be in Indian Rupees.
- Any conditional bid would be rejected.
- Bidders will quote item wise rates (all items) in BOQ, if there is no price quoted for any item/items/material or service, the bid shall be declared as disqualified.
- The Total Bid Price, as computed by the Purchaser shall be used for the purpose of commercial evaluation of bids.

**b. Selection of Bidder:** Lowest Cost Based Selection (L1) Method shall be used for selection of the bidder.

#### **40. PRELIMINARY EVALUATION**

40.1 BECIL shall evaluate the proposals to determine that they are complete, technically complying, no computational errors have been made, required documents as mentioned in the RFP have been furnished, the documents have been properly signed and the response is generally in order. In case of any calculation error, the total (final) price shall be considered for evaluation.

40.2 BECIL may waive off any minor infirmity or non-conformity or irregularity in the proposal which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder/OEM/Implementation Agency.

40.3 In case only one bid is received or during the Technical Evaluation only one bidder/OEM/Implementation Agency qualifies for the next stage of the bidding process, BECIL reserves the right to accept/reject the bid.

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

#### **41. EVALUATION PROCESS**

41.1 No enquiry shall be made by the bidder/OEM/Implementation Agency (s) during the course of evaluation of the RFP, after opening of bid, till final decision is conveyed to the successful bidder/OEM/Implementation Agency(s). However, the Evaluation Committee/its authorized representative and office of BECIL can make any enquiry/seek clarification from the bidder/OEM/Implementation Agency(s), which the bidder/OEM/Implementation Agency must furnish within the stipulated time else the bids of such defaulting bidder/OEM/Implementation Agency(s) will be rejected. The proposal will be evaluated on the basis of its content, not its length.

41.2 The bidder/OEM/Implementation Agency's proposals will be evaluated as per the requirements specified in the RFP and adopting the evaluation criteria spelt out in subsequent paras of this RFP document. The bidder/OEM/Implementation Agency are required to submit all required documentation as per evaluation criteria specified in RFP.

41.3 Upon verification, evaluation/ assessment, if in case any information furnished by the bidder/OEM/Implementation Agency is found to be Incomplete/ incorrect, BECIL may seek clarification from the bidder. In case, the bidder fails to submit the relevant documents/details within the stipulated period of time, 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 tenders.

- 41.4 BECIL will review the proposal to determine whether the proposals are as per the requirements laid down. Proposals that are not in accordance with these requirements are liable to be disqualified at BECIL's discretion.
- 41.5 Evaluation of proposals shall be based on:
- 41.5.1 Information contained in the proposal, the documents submitted thereto and clarifications provided, if any.
  - 41.5.2 Experience and Assessment of the capability of the bidder/ OEM/Implementation Agency based on past record.
- 41.6 BECIL reserves the right to seek any clarifications on the already submitted bid documents; however, no fresh documents shall be accepted in support of proposals. BECIL also reserves the right to cross verify the information with any agency.
- 41.6 BECIL reserves the right to seek any clarifications on the already submitted bid documents; however, no fresh documents shall be accepted in support of proposals. BECIL also reserves the right to cross verify the information with any agency.
- 41.7 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.
- 41.8 Even though bidder/OEM/Implementation Agency satisfy the necessary requirements they are subject to disqualification if they have:
- 41.8.1 Made untrue or false representation in the form, statements required in the RFP document.
  - 41.8.2 Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.
- 41.9 The Financial Evaluation of the Bidders will be done only for those who qualify the Prequalification and technical evaluation Criteria and other mentioned criteria of the RFP.

**SECTION –VI**  
**ENCLOSURES AND ANNEXURES**

**Annexure-A**

**42. FINANCIAL BID Format**

The Bids will be financially evaluated as under:

**Summary of Financial Proposal**

**Project A: Classes XI-XII (Vocational)**

**Language: English**

**Localisation: Odia & Hindi**

Sl.No.	Particulars/Activities	Unit	Qty	Rate (in INR)	Total (in INR)	Total Cost (Incl. Tax)
1	e-content Development ( incl. Virtual Labs & AR)	Per Hour	-	-	-	-
2	Localisation ( English--→Odia)	Per Hour	-	-	-	-
3	Localisation ( English--→Hindi)	Per Hour	-	-	-	-
4	Other Expenses (if any)	Lumpsum	1	-	-	-

Total (Project A) : ( in word) .....

Total (Project A) : ( in figure) .....

**Project B: Classes XI-XII ( Employability)**

**Language: English**

Sl.No.	Particulars/Activities	Unit	Qty	Rate (in INR)	Total (in INR)	Total Cost (Incl. Tax)
1	e-content Development (all component)	Per Hour	-	-	-	-
2	Other Expenses ( if any)	Lumpsum	1	-	-	-

Total (Project B) : ( in word) .....

Total (Project B) : ( in figure) .....

**Project C: Classes XI-XII (Distance Learning)**

**Language: English**

**Localisation: Hindi**

Sl.No.	Particulars/Activities	Unit	Qty	Rate (in INR)	Total (in INR)	Total Cost (Incl. Tax)
1	e-content Development	Per Hour	-	-	-	-

	(all component)					
2	Othe Expenses ( if any)	Lumpsum	1	-	-	-

Total (Project C) : ( in word) .....

Total (Project C) : ( in figure) .....

**Project D: Classes XI-XII (LMS development)**

Sl.No.	LMS component/ Feature	Description	Unit	QTY	Rate (in INR)	Total (in INR)	Total Cost ( Incl. Tax)
1	LMS Development	Design, development and implementation of LMS	Lumpsum	1	-	-	-

Total (Project D) : ( in word) .....

Total (Project D) : ( in figure) .....

**Financial Summary**

Project	Total Amount ( In INR)
Project-A: Vocational	
Project-B: Employability	
Project-C: Distance Learning	
Project-D: LMS	
Grand Total	

- a) BECIL will submit the bid to the Client (government agency) after applying BECIL margin on the received lowest bid. BECIL may or may not be selected for this project.
- b) In case of non selection of BECIL bid, EMD of the bidder shall be returned after receipt of BECIL EMD from Client. The decision of BECIL shall be final in this regard and cannot be challenged in any manner and also be abided by all the bidders.
- c) **L1** bidder may be called for further negotiations, if required.
- d) A Pre-Bid agreement shall be signed by BECIL with the successful declared **L1** bidder as per Pre- id Agreement placed at **Annexure-K**.

**PRE CONTRACT INTEGRITY PACT**

**Between**

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

**And**

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

**Preamble:**

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

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

**Section 1 – Commitments of the Principal**

- 1.1. The Principal commits itself to take all measures necessary to prevent Corruption and to observe the following principles: -
  - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or Immaterial benefit which he/she is not legally be entitled to.
  - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c) The Principal will exclude all known prejudiced persons from the process.
- 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. Principal appoints competent and credible Independent External Monitor 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 consortium, this agreement must be, signed by all partners or consortium members.
- 10.4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

**FOR AND ON BEHALF OF CONTRACTOR**

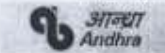

**FOR AND ON BEHALF OF PRINCIPAL**

**(BANK MANDATE FORM)**

DETAILS FOR PAYMENT OF TENDER PROCESSING FEES


  
**यूनियन बैंक ऑफ इंडिया** **Union Bank of India**

एक भारत श्रेयते A Government 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


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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 <sup>st</sup> 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  Chief Manager  
 Date 20-01-2023

Page 1 of 1

**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) ii) iii)
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. (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.	Solvency Certificate/Credit Limit Facility issued by 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 General Manager  
Broadcast Engineering Consultants India Limited  
BECIL Bhawan, C-56, A/17, Sector-62, Noida-201307

Full Address of Bidder (Supplier) entity:

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

\*Enclose Audited Balance sheets only.

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

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

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

I/We hereby submit our Bid and undertake to keep our Bid valid for the period of 180 days from the date of submission of the Bid.

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

Signature of Authorized Signatory

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email ID: \_\_\_\_\_

**Bid Covering Letter**

To

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

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

Dear Sir/Madam,

We, the undersigned, offer to provide Systems Implementation solutions 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 envelope.

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

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

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <180> days as stipulated in the RFP document.

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

Signature of Authorized Signatory

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email ID: \_\_\_\_\_

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						
6						
7						
8						
9						
10						

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: \_\_\_\_\_

## PRE BID AGREEMENT

This Pre-Bid Agreement is executed at Noida on this \_\_\_\_ day of \_\_\_\_\_, **2025** (“Effective Date”).  
**Between**

**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 -201307 (U.P.) and Head Office at 14-B IP Estate Ring Road, New Delhi -110002 acting through Shri ..... (hereinafter referred to as "**BECIL or First Party**") which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns.

**AND**

M/s **XXX** registered under the Companies Act, 2013, with its registered office at ..... acting through Shri ..... (hereinafter referred to as "**XXX or Second Party**") which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns.

BECIL and **XXX** are 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) of Government of India, which was established on 24<sup>th</sup> March 1995. 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 Security & Surveillance, IT Networking & Data Centre and Communication Intelligence, Third Party Audit of Optical Fiber Networks.

**WHEREAS** M/s **XXX** is in the business of [The partner’s profile to suitably inserted]

**WHEREAS [customer name]** \_\_\_\_\_ (Hereinafter referred as “CUSTOMER” or “END CUSTOMER”) floated Tender Number: \_\_\_\_\_ for \_\_\_\_\_ [hereinafter referred as **RFP**]

**WHEREAS** BECIL published RFP No. \_\_\_\_\_ Dated \_\_\_\_\_ (hereinafter referred as BECIL RFP) for selection of back-end partner/System Integrator/Implementation Agency to participate in the above RFP.

**AND WHEREAS XXX** has been selected as back-end partner through the BECIL’s RFP process.

**AND WHEREAS** Parties have accepted to execute the contract if awarded by [**customer name**] \_\_\_\_\_ and shall abide by all terms and conditions of such contract signed thereof.

**AND WHEREAS BECIL & M/s XXX** have jointly accepted to collaborate to prepare and submit its competitive bid against the Tender for Procurement of \_\_\_\_\_ floated by **Client** vide tender no. \_\_\_\_\_

**AND WHEREAS**, this Pre-bid agreement is executed solely for the purpose to bid for the tender issued by **[customer name]**\_\_\_\_\_ for Procurement of \_\_\_\_\_ and may be superseded by an inter se agreement once the tender is awarded to BECIL.

**AND WHEREAS** 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 Parties wish to work together with the understanding that BECIL shall act as the bidder (sole bidder) and M/s **XXX** as back-end partners for participating in \_\_\_\_\_ **[INSERT PROJECT NAME]**.
- 1.3 The following documents shall be deemed to form and be read and construed as part of this Agreement–
  - 1.3.1 Tender for Engagement of Implementation Partner for Procurement of \_\_\_\_\_ vide **tender no.** \_\_\_\_\_
  - 1.3.2 BECIL's **RFP No.** \_\_\_\_\_ For \_\_\_\_\_ **[INSERT PROJECT NAME]** for participation in tender for **[customer name]**
  - 1.3.3 M/s **XXX** Private Limited bid received against the BECIL's RFP.

## **ARTICLE 2: GENERAL**

### **2.1 PURPOSE:**

BECIL, as the sole bidder, shall participate in the bidding process in primary tender of **Client**. The other party shall function as a back-end partner to support BECIL in fulfilling its obligations under the bid.

The back-end partner hereby undertakes not to participate individually, directly or indirectly, or as part of any other consortium/ arrangement for said tender, either independently or through any of its associates.

### **2.2 Representation of the Parties:** M/s **XXX** represents to BECIL that as on date of signing this Agreement:

- 2.2.1 M/s **XXX** 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 M/s **XXX** 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 contract, indenture or any other instrument to which M/s **XXX** is a party or by which M/s **XXX** or any of their properties or assets are bound or that is otherwise applicable to M/s **XXX**.
  - (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 M/s **XXX** so as to prevent such Parties from fulfilling their obligations under this Agreement.
- 2.2.3 M/s **XXX** 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 TENDER 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 M/s **XXX** 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 M/s **XXX** 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**

As per the project

#### **3.2 Scope of Work**

The detailed scope of work for System Integrator has been referred the **Client's Tender** document. For the detailed scope of work M/s **XXX** shall also refer to the primary tender document, its amendments in the form of corrigenda and subsequent contract signed between BECIL and **[customer name]** in the event of award of tender.

### **ARTICLE 4: ROLES AND RESPONSIBILITIES**

- 4.1 BECIL and M/s **XXX** Limited hereby mutually agree that both of them shall remain as irrevocable

members of this tie-up for the complete execution and completion of **Client** Tender/Work/Project (as per scope of aforementioned BECIL's RFP & **Client** tender).

#### **4.2 DUTIES & OBLIGATIONS OF M/S XXX**

- 4.2.1 M/s **XXX** will supply entire range of services for efficient completion of scope of works under the **Client** tender.
- 4.2.2 For the project to be undertaken, M/s **XXX** would formulate state-of-the-art, optimum and **General Standards of performance**. M/s **XXX** shall carry out the Services 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. M/s **XXX** shall act at all times so as to protect the interests of BECIL.
- 4.2.3 M/s **XXX** have read and understood the terms and conditions of the **Client** tender and it agree to support BECIL in abiding by those terms and conditions.
- 4.2.4 M/s **XXX** 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.
- 4.2.5 M/s **XXX** has understood the requirement in terms of ROW, Terrain and other clearances required to execute the project. They agree to manage these requirements at their own cost without any liability on BECIL in this regard.
- 4.2.6 M/s **XXX** have 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.
- 4.2.7 M/s **XXX** has agreed to accommodate the change in scope of work by **Client** whether or not incidental and ancillary, to achieve the objective as per the **Client** tender requirement, without any additional cost to BECIL.
- 4.2.8 M/s **XXX** agreed to abide by all the terms on back to back basis as per the System Integrator duties and Obligations as specified in the **Client** tender.
- 4.2.9 M/s **XXX** shall be responsible for the detailed Scope of Work at Clause 3.2 of this agreement.
- 4.2.10 Since payment conditions are on back to back basis and time is the essence of the project; M/s **XXX** should maintain sufficient liquidity/funds for timely and smooth execution of the project.

#### **4.3 DUTIES AND OBLIGATIONS OF BECIL**

- 4.3.1 BECIL shall act as coordinator/ Project Management Consultant. Providing timely feedbacks and correspondences with the **Client** on the various stages of project deliverables.
- 4.3.2 To ensure the technical, commercial and administrative coordination of the project.
- 4.3.3 To lead the contract negotiations of the project with the **Client** authority.
- 4.3.4 In the event of project getting awarded, BECIL shall act as the only channel of communication between the **Client** authority and M/s **XXX** to execute the project/ Agreement.

#### **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	XXX
	<b>PRE-BID RESPONSIBILITY</b>		
1.	Pre-bidding site survey, if any	<b>S</b>	<b>P</b>
2.	Fully complied technical bid response preparation as per tender Terms & Conditions.	<b>J</b>	<b>J</b>
3.	Competitive commercial bid preparation as per tender	<b>J</b>	<b>J</b>
4.	Documentation and correspondence with the customer.	<b>P</b>	<b>N</b>
5.	Provisioning of EMD/ Bid Security as per tender Requirement.	<b>P</b>	<b>N</b>
6.	Provision of Back to Back EMD except by MSE/Start Ups as per Gol guidelines.	<b>N</b>	<b>P</b>
7.	Provisioning of any other required document for bidding.	<b>J</b>	<b>J</b>
8.	Submission of complete techno-commercial offer to the Customer in requisite mode.	<b>J</b>	<b>J</b>
9.	Any Presentation if required during the tender evaluation.	<b>S</b>	<b>P</b>
10.	Any other relevant follow up, correspondence and meetings With customer.	<b>P</b>	<b>S</b>
	<b>POST-BID RESPONSIBILITY (In the event of winning the contract)</b>		
1.	Signing of contract with the <b>Client</b>	<b>P</b>	<b>N</b>
2.	Submission of PBG to <b>Client</b>	<b>P</b>	<b>N</b>
3.	Submission of back to back PBG to BECIL	<b>N</b>	<b>P</b>
4.	Any relevant follow up, correspondence and meeting with the customer	<b>P</b>	<b>S</b>
5.	Executing the entire Scope of Work to the satisfaction of the <b>Client</b>	<b>S</b>	<b>P</b>
6.	Providing project finance/working capital for timely execution of the project.	<b>N</b>	<b>P</b>

- 4.5 **COVENANTS:** The Parties hereby undertake that in the event the BECIL is declared the selected Bidder and awarded the project, BECIL shall enter into an Agreement with **Client** for performing all the obligations as **System Integrator**.

## ARTICLE 5: COOPERATION OF THE TRANSACTION

- 5.1 The parties agree to abide by the broad Responsibility Matrix mentioned above and forms an integral part of this Agreement including all the tender terms such as General Requirements, Technical Parameters, Commercial Aspects, Evaluation and Acceptance criteria of the tender, Guarantee/ Warranty terms 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 tender.

## ARTICLE 6: PERIOD OF AGREEMENT

- 6.1 The term of this agreement shall be for 180 Days 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. 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's RFP & **Client** tender, as may have been undertaken by the Parties during the Term with validity exceeding the Term. The Term of this agreement can be extended by mutual agreement between the Parties, depending upon the requirement.

**NB- Completion shall mean certificate of Completion issued by BECIL.**

## ARTICLE 7: PAYMENT AND COMMERCIAL

- 7.1 BECIL will Provision the EMD to **Client** as per the Primary tender requirement.
- 7.2 M/s **XXX** will provision for Back to Back EMD of equal amount to BECIL, except in case the M/s **XXX** is MSME/Start Ups and are exempted from paying EMD as per GOI guidelines.
- 7.3 BECIL shall furnish Performance Security in the form of PBG as per the terms and conditions of primary tender.
- 7.4 M/s **XXX** will furnish back to back performance Security in the form of PBGs to BECIL as per the terms & conditions of the primary tender. The PBG shall remain valid up to **60 days** beyond the date of expiry/date of claim of the PBG submitted by BECIL to **Client**.
- 7.5 M/s **XXX** will raise its invoices to BECIL based on milestone completion. BECIL will then raise the invoices to **Client** (as per relevant clause of primary tender) after getting the relevant documentary proofs of successful completion of the said milestones from M/s **XXX** the service provider invoices duly certified by BECIL Project Manager/Client.
- 7.6 BECIL shall be entitled to keep 6% of the project value (of bid value including taxes submitted by BECIL to **Client**) as its project management consultancy.
- 7.7 Upon receipt of corresponding payment from the **Client**, BECIL shall disburse the payment to M/s **XXX** within 15 days of receipt of the payment from **Client** after deduction of BECIL project

management consultancy as per clause 7.6 and expenses as per clause 7.9 and BG making charges, if any.

- 7.8 All Invoices received from M/s **XXX** would be inclusive of all statutory taxes/ GST. BECIL will consider invoices raised by M/s **XXX** to submission of all relevant documents and in case the documents are not proper, BECIL is liable to reject the invoices.
- 7.9 In case BECIL is required to open the offices, the office rent (including the maintenance & electricity charges as applicable) shall be recovered by BECIL from M/s **XXX**. Also, the Salaries paid to the manpower deployed on the payroll of BECIL, specifically employed for this project shall be recovered from M/s **XXX**.
- 7.10 Notwithstanding anything contained in any other agreement, document, correspondence, arrangement between the parties in respect of **Client** Tender/ Works / Projects, M/s **XXX** understands, agrees and undertakes that:
- 7.10.1 M/s **XXX** participated in BECIL's RFP and that all terms & conditions of the BECIL's RFP shall apply to M/s **XXX**.
- 7.10.2 The payments terms between BECIL & M/s **XXX** are on back-to-back basis and the payment shall be released by BECIL only if and when received by BECIL from **Client** and subject to terms & conditions of agreement and submission of complete required documents.
- 7.10.3 M/s **XXX** 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 **Client**. BECIL shall not be responsible in any manner whatsoever for any delay in releasing the payments or withholding of payments by **Client**.
- 7.10.4 The (day) date of delivery of goods and/or rendering of services by M/s **XXX** shall be the date or realization of payment from the **Client** once the goods and/or services are accepted by **Client**.
- 7.10.5 The stage wise invoices raised by M/s **XXX** maybe accepted by BECIL, however, the date of completion of the milestone / delivery of goods or services shall only be recognized for invoice and its payment when the respective acceptance of goods or services and payment thereof is received from **Client**.
- 7.10.6 If in the instant contract, M/s **XXX** is acting only as trader / reseller / distributor/ authorized agents and/ or is engaged in a WORKS contract, no benefits under MSME Act 2006 and PPP Policy 2012 as per MSE Guidelines issued by Ministry of MSME would be applicable to it on account of acceptance of back to back payment terms as above. By agreeing to the terms of **Client** Tender, the M/s **XXX** agrees to forgo its rights under this Act and Policy.
- 7.10.7 M/s **XXX** 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 M/s **XXX**. Further M/s **XXX** hereby agrees that BECIL reserves the right for reimbursement of any such cost incurred out of the aforesaid noncompliance(s). M/s **XXX** will provide proof of payment of GST i.e. GSTR-1, GSTR-3B, etc. for taking GST payment from BECIL against invoices.

- 7.11 Any sum of money due and payable to M/s **XXX**, under this contract for **Client** tender entered between the parties herein whether continuing or completed may be appropriated by BECIL and set off against any claim of BECIL of any nature whatsoever, arising under this contract or any other contract entered into between the parties, herein whether continuing or complete.
- 7.12 There is also expenses towards Office establishments/ Purchase of fixed assets (with mutual consent) in the project. All such expenditure must be treated as direct expenditure and will be borne by directly M/s **XXX**.
- 7.13 Payments shall be released to M/s **XXX** only on satisfactory acceptance of the deliverables by **Client** for each task and release of payment by **Client** as per the schedule given at clause 22 of Primary tender of **Client** and Corrigendum issued thereof.

## **ARTICLE 8: GENERAL TERMS & CONDITIONS**

### **8.1 AGENCY**

This Agreement between the parties is on a principal to principal basis and it is agreed that M/s **XXX** is not and shall not represent itself as an agent of BECIL.

### **8.2 CONFIDENTIALITY AND NON-DISCLOSURE**

8.2.1 The M/s **XXX** 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.

8.2.2 The M/s **XXX** 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 M/s **XXX** and/or its facility staff may be privy under or pursuant to this Contract and/or in the course of performance of the M/s **XXX** obligations under this Contract shall be treated, as absolutely confidential and the M/s **XXX** 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 M/s **XXX** obligations hereunder except when required to disclose under the due process and authority of law.

### **8.3 INTELLECTUAL PROPERTY RIGHTS**

8.3.1 Deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the Bidders under this RFP and subsequent to this RFP in relation with this tender shall become and remain the property of BECIL/procuring entity and subject to laws of copyright, must not be shared with third parties or reproduced, whether in whole or part, without BECIL's/ the procuring entity's prior written consent.

8.3.2 The M/s **XXX** shall, not later than upon termination or expiration of this Contract and/or subsequent Agreement/Contract signed with the M/s **XXX**, deliver all such documents and software to BECIL/the procuring entity, together with a detailed inventory thereof.

8.3.3 M/s **XXX** shall not incorporate any materials, technology or any item or thing that involves the use of intellectual property rights or proprietary rights that the M/s **XXX** 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.

8.3.4 The M/s **XXX** 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 M/s **XXX** 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.

#### 8.4 **RISK & COST CLAUSE**

8.4.1 In case of persistent breach/default of the terms and conditions of the Contract and due to abnormal delay (beyond the maximum late delivery in the Liquidated damages clause) in supplies, defective supplies or non-fulfilment of any of the terms and conditions of the RFP and the Work Order, BECIL may cancel the contract/Work Order in full or part thereof, and will procure supplies/equipment's or ensure the execution of work or any pending service in case of service contract from 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:

8.4.2 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.

8.4.3 Withdrawal from or abandonment of the work by Agency/Bidder before completion of the work as per contract.

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

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

8.4.6 Assignment, transfer, subletting of Contract by the Agency/Bidder without BECIL's written permission resulting in termination of Contract or part thereof by BECIL.

#### 8.5 **Extension of time**

8.5.1 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.

8.5.2 Any period within which M/s **XXX** 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 M/s **XXX** was unable to perform such action.

8.5.3 Any extension of time agreed upon mutually shall be documented in writing and signed by both the parties to be affected.

## 8.6 LIQUIDATED DAMAGES

- 8.6.1 If the M/s **XXX** fails to achieve the completion of the work in accordance with the scheduled completion date as given in the RFP 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:
- 8.6.2 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.
- 8.6.3 The amount towards Liquidated Damages shall become leviable from the scheduled completion date or from the expiry of the extension, if any, given by BECIL without the levy of Liquidated damages.
- 8.6.4 BECIL may without prejudice to its right to effect recovery by any other method, deduct the amount of Liquidated Damages from any money belonging to the Bidder which has become due or payable (which shall also include BECIL 's right to claim such amount against Bidder's Bank Guarantee)
- 8.6.5 Any such recovery of Liquidated Damages shall not in any way relieve the Bidder from any of its obligations to complete the works or from any other of its other obligation and liabilities under the Contract.

## 8.7 Undue Influence

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

## 8.8 Unethical Practice

- 8.8.1 If the M/s **XXX** has engaged in corrupt, fraudulent, collusive and coercive practices or defaulted commitments under integrity.
- 8.8.2 Any intentional omission or misrepresentation in the documents submitted by the M/s **XXX** for the purpose of due diligence or for the execution of any act essential for the execution of the Project.
- 8.8.3 If the M/s **XXX** 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:

## 8.9 **Penalty for Unethical Practice and Undue Influence**

- 8.9.1 Forfeiture of Bank guarantee or any other bond or bid security submitted by the M/s **XXX**.
- 8.9.2 Cancellation/ termination of the Contract with the liberty to recover the accrued losses/damages from the pending bills raised by the Bidder against the delivery of material and execution of work.
- 8.9.3 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 M/s **XXX**.

## 8.10 **PENALTIES**

- 8.10.1 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 will be recovered from the bills submitted by the System Integrator.
- 8.10.2 The System Integrator shall bear the full financial responsibility for such penalties or deductions imposed on BECIL by **Client** and will not be entitled to claim any reimbursement or adjustment for the same.

## 8.11 **TERMINATION**

### 8.11.1 **Termination of Contract by BECIL due to unsatisfactory performance**

- (i) If the M/s **XXX** 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 RFP, or subsequent work order issued thereto, then it shall be open to BECIL at its option by written notice to the M/s **XXX** to:-
- (ii) 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 M/s **XXX** 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 M/s **XXX** and the Contract shall be deemed terminated after a period of 15 days from the date of notice of termination.
- (iii) 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 M/s **XXX** 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.
- (iv) That the whole or part of the performance security furnished by the M/s **XXX** is liable to be forfeited without prejudice to the right of BECIL to recover from the M/s **XXX** any accruing or incurred losses or damages, on account of termination of contract due to unsatisfactory performance/ delay in execution of work.

### 8.11.2 Termination due to breach

- (i) 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 M/s **XXX** and the contracts shall be deemed terminated after the end of the period of fifteen days from the date of notice of termination.
- (ii) The following sub-clauses shall attract the provision of termination, in the event if-:
  - a. If the M/s **XXX** has abandoned or repudiated the Contract;
  - b. If the M/s **XXX** has without valid reason failed to commence work on the project promptly;
  - c. If the **XXX** 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;
  - d. If the M/s **XXX** 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;
  - e. If the M/s **XXX** has obtained the contract as a result of undue influence or has adopted unethical means/corrupt practices.
  - f. if the information submitted/furnished by the M/s **XXX** is found to be incorrect;
- (iii) That any pending bills/ invoices raised by the M/s **XXX**, 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 M/s **XXX**, respectively.

### 8.11.3 Termination due to Insolvency

- (i) If the M/s **XXX** 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 :-
- (ii) 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 M/s **XXX** or to give the Receiver or liquidator or other person, the option of carrying out the contract subject to its providing a guarantee up to an amount to be agreed upon by BECIL for due and faithful performance of the contract.

### 8.11.4 Termination for Convenience

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

## 8.12 Post Termination Responsibility:

- 8.12.1 In all cases of termination herein set forth, the obligations of BECIL to pay shall be limited to the period up to the date of termination, subject to the receipt of such payment from the Client.
- 8.12.2 That any pending bills raised by the M/s **XXX**, 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.
- 8.12.3 The M/s **XXX**, 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.
- 8.12.4 That in the event of termination under clause 8.12.1 and 8.12.2 the whole or part of the performance security furnished by the M/s **XXX** is liable to be forfeited without prejudice to the right of BECIL to recover from the M/s **XXX** any accruing or incurred losses or damages, on account of termination of contract due to unsatisfactory performance/ delay in execution of work

## 8.13 TAXES

- 8.13.1 M/s **XXX** 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.
- 8.13.2 Should M/s **XXX** 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, M/s **XXX** shall pay the same. M/s **XXX** shall indemnify BECIL against any and all liabilities or claims arising out of this Agreement for **Client** tender for such taxes including interest and penalty by any such Tax Authority may assess or levy against the BECIL.

## 8.14 Indemnity

- 8.14.1 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:
- a) Any Compensation/ claim or proceeding by any third party against BECIL arising out of any act, deed or omission by the M/s **XXX**;
  - b) Any breach by the M/s **XXX** of any of its obligations under this Contract or from any negligence under the Contract, including any errors or deficiencies in the performance its scope of work.

8.14.2 That BECIL shall have no liability whatsoever for any injury/death to the staff M/s **XXX** caused or suffered during the performance of its obligations hereunder

#### 8.15 **ASSIGNMENT AND SUB-CONTRACTING**

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

8.15.2 M/s **XXX** shall not participate directly or indirectly whether in consortium or separately in **Client** Tender and shall not quote rates to any other party participating/pre-qualified for the current **Client** Tender directly or indirectly through its subsidiary, partnership, ownership, individual firm etc.

#### 8.16 **FORCE MAJEURE**

8.16.1 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 any other action by the Government Agencies.

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

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

#### 8.17 **GOVERNING LAW AND JURISDICTION**

8.17.1 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.

8.17.2 Where the M/s **XXX** has not agreed to dispute resolution, the dispute/ claims arising out of the tender and this agreement shall be subject to the jurisdiction of the competent courts at New Delhi, India.

#### 8.18 **ARBITRATION CLAUSE**

### 8.18.1 Conciliation of Dispute

- (i) 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.
- (ii) That in the event of reference of dispute for Conciliation, a committee comprising of two members, nominated by each party i.e. the M/s **XXX** and BECIL respectively shall try to amicably resolve/settle the dispute.

### 8.18.2 Reference of Dispute to Arbitration

- (i) 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.
- (ii) 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.
- (iii) 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,
- (iv) The dispute(s)/ difference(s)/controversy(s) shall be adjudicated by a single/sole Arbitrator empanelled with the Delhi International Arbitration Centre.
- (v) The seat of Arbitrations shall be at New Delhi and the Arbitration proceeding shall be conducted in English.
- (vi) 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.
- (vii) 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.
- (viii) That any claim of damage(s) or loses (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 M/s **XXX** shall be reimbursed by M/s **XXX**.

8.18.3 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 turn become applicable on M/s **XXX**.

**8.19 RIGHT TO INSPECTION**

8.19.1 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.

8.19.2 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.

**8.20 NOTICES**

8.20.1 Any notice, invoice, approval, advice, report or notification in connection with this Contract shall be in writing and any notice or other written communication pursuant hereto shall be signed by the party issuing the same and shall be addressed to the BECIL or the System Integrator 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).

- (a) 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.
- (b) 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:

<b>Name:</b> .....	<b>Name:</b> .....,
<b>Designation:</b>	<b>Designation:</b> .....
<b>Address:</b> Broadcast Engineering Consultants India Limited, C-56/A-17, Sector- 62, Noida- 201307, U.P.	<b>Address:</b> ..... .....
<b>Email:</b> .....	<b>Email:</b> .....

8.20.2 In relation to a notice given under the Contract/ Agreement, a Party shall specify the Parties address for service of notices, any such notice to be copied to the Parties at the addresses set out in this tender.

8.20.3 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).

8.20.4 Either Party to the Contract may change its address, telephone number, and nominated contact for notification purposes by giving the other Party reasonable prior written notice of the new information and its effective date.

#### 8.21 **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.

#### 8.22 **SURVIVAL**

8.22.1 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.

8.22.2 Each indemnity and guarantee arising in respect of this agreement survives the performance of obligations arising out of or under this agreement and the termination of this agreement and will continue in force as long as necessary to affect their purpose.

#### 8.23 **AMENDMENT**

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

#### 8.24 **SEVERABILITY**

If any provision of this agreement is held invalid by any law or regulation of any government or by any court or arbitrator, that invalidity will not affect the enforceability of any other provision.

#### 8.25 **DAMAGES**

Once the Bid has been submitted for primary tender of **Client**, M/s **XXX** cannot withdraw from the Agreement. Any damage/ loss caused to BECIL due to failure on the part of the M/s **XXX** to enter into a detailed agreement with **Client** shall be borne by the M/s **XXX** and will be made good by the M/s **XXX** in case BECIL has to make payment of any damages/penalty to **Client**.

#### 8.26 **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.

- 8.27 By signing this Agreement, BECIL, and M/s **XXX** acknowledge that it correctly records the understanding they have reached with regard to the Project.
- 8.28 M/s **XXX** shall be liable to BECIL to compensate any losses or damages if so suffered by BECIL for any breach of this agreement and/ or action initiated by the **Client** for non-performance of the contract.
- 8.29 Nothing in this agreement shall constitute, create or give effect or recognize a, partnership or business entity of any kind.
- 8.30 On award of the work of the **Client** tender to BECIL, BECIL may enter into a detailed Inter-se Agreement with M/s **XXX** based on the terms and Conditions of the agreement, BECIL RFP, **Client** tender as well as the Contract signed between BECIL & **Client**.
- 8.31 After mutual consultation, a joint team consisting of representatives of the parties will be formed for various activities like, technical discussions, deciding the preparation of final Bid/ offer, terms & conditions and demonstration of functionality required in the **Client** Tender/Work/Project.
- 8.32 Expenses towards bid preparation would be borne by the individual Parties viz. BECIL and M/s **XXX** for their respective work. BECIL will not reimburse any such expenses to M/s **XXX** towards preparation and submission of the bid.
- 8.33 Notwithstanding anything contained in any other agreement, document, correspondence, arrangement between the parties in respect of **Client** Tender/ Works / Projects, the M/s **XXX** understands, agrees and undertakes that:
- 8.33.1 At any given point of time, M/s **XXX** may not assign or delegate its rights, duties or obligations under this agreement to any other party, without prior written consent of BECIL.
- 8.33.2 In the event of breach of any of the terms & conditions of this agreement or in case of any default of any terms & conditions of this agreement, on the part of M/s **XXX**, BECIL reserves the right to take necessary steps / action as per available documents, including but not limited to, termination of contract, forfeiture of Performance Security / EMD, blacklisting / banning etc. and execute the work at the risk & cost of the M/s **XXX**.
- 8.34 **BLACKLISTING/ DEBARMENT**
- M/s **XXX** shall be debarred/blacklisted from bidding for the contract/tender/RFP floated by BECIL for a period of two years, for violation of the code of integrity, Conflict of Interest 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.
- 8.35 **COUNTERPARTS**
- This agreement is executed in two counterparts, with each party retaining one original.
- 8.36 **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.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound, have executed this Pre-Bid 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.

On Behalf of BECIL	On Behalf of .....
<p><b>Name:</b> .....</p> <p><b>Designation:</b> .....</p> <p><b>Address:</b> Broadcast Engineering Consultants India Limited, C-56/A-17, Sector- 62, Noida- 201307, U.P.</p> <p><b>Email:</b> <u>.....</u></p>	<p><b>Name:</b> .....,</p> <p><b>Designation:</b> .....</p> <p><b>Address:</b> .....</p> <p>.....</p> <p><b>Email:</b> <u>.....</u></p>

1 Signature of Witness:

Name: Title:

2 Signature of Witness:

Name: Title:

1 Signature of Witness:

Name: Title:

2 Signature of Witness:

Name: Title:

**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:

1. (Notarized)

**Format for Compliance w.r.t. to Land Border Clause**

**<To be submitted on Agency’s Letter Head>**

**Declaration**

RFP Reference no.: .....

Dated.....

I/We certify that this Bidder M/s ..... is not from such a country or if from such a country has been registered with the Competent authority. I hereby certify that this bidder fulfil 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 fulfil all requirements in this regard and is eligible to be considered.

Authorized Signatory with Date and Seal:

Designation:

Business:

Address:

Signature:

Seal:

Date & Time:



## **1. INTERPRETATION**

1.1 In this agreement, unless otherwise specified:

- (i) references to clauses, Sub-clauses, Paragraphs and Schedules are to clauses, sub-clauses, paragraphs of and schedules to this Agreement;
- (ii) use of any gender includes the other genders;
- (iii) references to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- (iv) references to a 'person' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- (v) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- (vi) any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- (vii) references to a 'business day' shall be construed as a reference to any day that is not a Sunday or a public holiday and starts at 9 am;
- (viii) references to times are to Indian standard time;
- (ix) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
- (x) all headings and titles are inserted for convenience only. Ambiguities.

## **2. TERM**

2.1 This Agreement will remain in effect till a six (6) month period post the expiry of the contract unless explicitly extended by BECIL.

## **3. SCOPE OF THE AGREEMENT**

3.1 This Agreement shall apply to all confidential and proprietary information disclosed by Disclosing Party to the Receiving Party and other information which the disclosing party identifies in writing or otherwise deems confidential before or within (30) thirty days after disclosure to the Receiving Party as ("Confidential Information").

3.2 Such Confidential Information shall consists of RFP , certain specifications, documents, software, prototypes and/or technical information, and all copies and derivatives containing such Information that may be disclosed to the Disclosing Party for and during the Business Purpose, which a party considers proprietary or confidential.

3.3 Such Confidential Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to the Receiving Party.

#### **4. OBLIGATIONS OF THE RECEIVING PARTY**

##### **4.1 The Receiving Party shall –**

- i. use the Confidential Information only for the Business Purpose and shall hold the Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, taking into account the nature of the Confidential Information, and
- ii. Grant access to Confidential Information only to its employees on a “need to know basis” and restrict such access as and when not necessary to carry out the Business Purpose.
- iii. Cause its employees to comply with the provisions of this agreement;
- iv. Reproduce Confidential Information only to the extent essential to fulfilling the Business Purpose, and
- v. Disclose the Confidential Information to its consultants/ contractors/ any third parties on a “need to know basis”; provided that by doing so, the Receiving Party agrees to bind such consultants/ contractors to terms at least as restrictive as those stated herein.
- vi. The Receiving Party upon making a disclosure under this clause shall – a. Advise the consultants/contractors of the confidentiality obligations imposed on them by this clause.
- vii. Upon the Disclosing Party's request, the Receiving Party shall either return to the disclosing party all Confidential Information or shall certify to the disclosing party that all media containing Confidential Information have been destroyed. Provided, however, that an archival copy of the Confidential Information may be retained in the files of the Receiving Party's counsel, solely for the purpose of proving the contents of the Confidential Information.
- viii. Not to remove any of the other Party's Confidential Information from the premises of the Disclosing Party Without prior written approval.
- ix. Exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the Disclosing Party's prior written approval, from the Disclosing Party's premises. Each Party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.
- x. Upon the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party all tangible items containing or consisting of the disclosing party's

Confidential Information all copies thereof.

## **5. EXCEPTIONS TO CONFIDENTIAL INFORMATION**

5.1 The foregoing restrictions on each party's use or disclosure of Confidential Information shall not apply to the Confidential Information that the Receiving Party can demonstrate that such Confidential Information –

- (i) Was independently developed by or for the Receiving Party without reference to the Information, or was received without restrictions; or
- (ii) has become generally available to the public without breach of confidentiality obligations of the Receiving

Party;

- (iii) was in the Receiving Party's possession without restriction or was known by the Receiving Party without restriction at the time of disclosure;

- (iv) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the Receiving Party has given the disclosing party prompt notice of such demand for disclosure and the Receiving Party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or

- (v) is disclosed with the prior consent of the disclosing party;

- (vi) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the Receiving Party from the disclosing party under an obligation of confidence; or

- (vii) The Receiving Party obtains or has available from a source other than the disclosing party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use towards the disclosing party.

## **6. OWNERSHIP OF THE CONFIDENTIAL INFORMATION**

6.1 Each Party recognizes and agrees that all of the disclosing Party's Confidential Information is owned solely by the Disclosing Party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain.

6.2 By disclosing the Confidential Information or executing this agreement, Disclosing Party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask

work protection right, trade secret or any other intellectual property right. The Disclosing Party disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information.

- 6.3 Access to Confidential Information hereunder shall not preclude an individual who has seen such Confidential Information for the purposes of this agreement from working on future projects for the Disclosing Party which relate to similar subject matters, provided that such individual does not make reference to the Confidential Information and does not copy the substance of the Confidential Information during the Term. Furthermore, nothing contained herein shall be construed as imposing any restriction on the Receiving Party's disclosure or use of any general learning, skills or know-how developed by the Receiving Party's personnel under this agreement.
- 6.4 Execution of this agreement and the disclosure of Confidential Information pursuant to this agreement do not constitute or imply any commitment, promise, or inducement by either Party to make any purchase or sale, or to enter into any additional agreement of any kind.

## **7. DISPUTE RESOLUTION**

- 7.1 If a dispute arises in relation to the conduct of this Contract (Dispute), a both the parties shall try to amicably resolve the dispute before invoking the arbitration clause.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 The dispute(s)/ difference(s)/controversy(s) shall be adjudicated by a single/sole Arbitrator empaneled with the Delhi International Arbitration Centre.
- 7.6 The seat of Arbitration shall be at New Delhi and the Arbitration proceeding shall be conducted in English.
- 7.7 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.
- 7.8 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.

## **8. INJUNCTION**

8.1 The Receiving Party agrees that the Disclosing Party shall have the right to obtain an immediate injunction enjoining any breach of this agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

## **9. VARIATION**

9.1 This agreement may only be varied in writing and signed by both Parties.

## **10. WAIVER**

10.1 Waiver including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this agreement:-

- (i) shall be in writing
- (ii) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this agreement;
- (iii) shall be executed by a duly authorised representative of the Party; and
- (iv) shall not affect the validity or enforceability of this agreement in any manner.

## **11. EXCLUSION OF IMPLIED WARRANTIES**

11.1 This agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

## **12. ENTIRE AGREEMENT**

12.1 This agreement together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this agreement are abrogated and withdrawn.

## **13. SEVERABILITY**

13.1 If for any reason whatever, any provision of this agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this agreement or otherwise.

**14. NO PARTNERSHIP**

14.1 This agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party except as expressly provided under the terms of this agreement.

**15. THIRD PARTIES**

15.1 This agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this agreement.

**16. SUCCESSORS AND ASSIGNS**

16.1 The agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

**17. NOTICES**

17.1 Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this agreement shall be in writing and shall be given by hand delivery, recognised courier, registered post, email or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below –

**Broadcast Engineering Consultants India Ltd, C-56/A-17,  
Sector -62, Noida 201 307  
Tel: 0120-4177850 Fax: 0120-4177879  
Name of the authorised person- Contact:  
E-mail:**

**M/s .....  
Name of the authorized person  
Designation of the authorized person  
Contact:  
Email:**

17.2 All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this agreement shall be in writing and in the English language.

**18. MITIGATION**

18.1 Without prejudice to any express provisions of this agreement on any mitigation obligations of the Parties, each of BECIL and the Receiving party shall at all times take all reasonable steps to minimize and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to this agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

**SIGNED**

**SIGNED**

**For and on behalf of BECIL**

**For and on behalf of the Receiving Party**

**(Signature)**

**(Signature)**

**In the presence of:**

1. \_\_\_\_\_

2. \_\_\_\_\_

**Model Bank Guarantee Format for furnishing EMD  
[Ref. Para 21]**

Whereas..... (hereinafter called the "tenderer") has submitted their offer dated..... for the supply of..... (Hereinafter called the "tender") against the purchaser's tender enquire No. ....

KNOW ALL MEN by these presents that WE.....of .....having our registered office at.....are bound unto..... (Hereinafter called the "Purchaser) in the sum of..... For which payment will and truly to be made to the said Purchaser, the bank binds itself, its successors and assigns by these presents.

Sealed with the  
Common Seal of the said Bank this.....day of.....20.....

**THE CONDITIONS OF THIS OBLIGATION ARE:**

- (1) If the tenderer withdraws or amends, Impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:
  - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
  - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that In Its demand the Purchaser will note that the amount claimed by It is due to it using to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

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

.....  
(Signature of the authorized officer of the Bank)

.....  
.....  
Name and designation of the office

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

## SECTION-VII

### Technical Proposal Submission Form

#### TECH-5

#### **[BIDDER'S PAST EXPERIENCE DETAILS]**

Consultants Organization and Experience

A-Organization

[Provide here brief description of the background and organization of your firm/entity and each associate for this Assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc.)

#### **B-Experience**

1. Firm's Name:
2. Details of projects undertaken in the past:

Sr.No.	Project Type	Project Value	Client Name

Note: Please provide documentary evidence from the client i.e. copy of work order, contract for each of above-mentioned assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

Authorized Signatory [In full and initials]: \_\_\_\_\_

Name and Designation with Date and Seal: \_\_\_\_\_

**TECH-6**

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES  
AND DECLARATION THERE OF**

**Are there any activities carried out by your agency which are of conflicting nature as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria: Para (5). If yes, please furnish details of any such activities.**

If no. please certify,

**IN BIDDER'S LETTER HEAD**

I, hereby declare that our agency as Individual is not indulged in any such activities which can be termed as the conflicting activities as mentioned in **Section 2: [Information to the Bidder] under Eligibility Criteria: Para (6).**

I, also acknowledge that in case of misrepresentation of any of the information, our proposal/contract shall be rejected / terminated by the Client which shall be binding on us.

**Authorized Signatory [In full initials with Date and Seal]: \_\_\_\_\_**

**Communication Address of the Bidder: \_\_\_\_\_**

**TECH-7**

**Comments and Suggestions on the Terms of Reference/Scope of Work and Counterpart Staff and Facilities to be provided by the Client**

**A: On the Terms of Reference/Scope of Work:**

[The consultant needs to present and justify in this section, if any modifications to the Terms of Reference he is proposing to improve performance in carrying out the assignment (such as deleting some activity considering unnecessary, or adding another, or proposing a different phasing of the activities/study process modifications). Such suggestions should be concise and to the point, and incorporated in the technical proposal. Modification/ suggestion will not be taken into consideration without adequate justification. Any change in manpower resources will not be taken into consideration]

**B: On Input and Facilities to be provide by the Client:**

[Comment here on inputs and facilities to be provided by the Client with respect to the Scope of Work and Study Implementation]

**Authorized Signatory [In full and initials]:** \_\_\_\_\_

**Name and Designation with Date and Seal:** \_\_\_\_\_

## TECH-8

### DESCRIPTION OF APPROACH, METHODOLOGY AND WORKPLAN TOUNDERTAKE THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. In this Section, bidder should explain his understanding of the scope and objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Further, he should highlight the problems being addressed and their Importance, and explain the technical approach to be adopted to address them. It is suggested to present the required information divided into following four sections]

#### A. Understanding of Scope, Objectives and Completeness of response

Please explain your understanding of the scope and objectives of the assignment based on the scope of work, the technical approach, and the proposed methodology adopted for implementation of the tasks and activities to deliver the expected output(s), and the degree of detail of such output. ***Please do not repeat/copy the ToR here.***

#### B. Description of Approach and Methodology:

- a. Key guiding principles for the study.
- b. Proposed Framework.
- c. C. Information matrix
- d. Any other issues

#### C. Methodology to be adopted:

Explaining of the proposed methodologies to be adopted highlighting of the compatibility of the same with the proposed approach. This includes:

#### D. Staffing and Study Management Plan:

The bidder should propose and justify the structure and composition of the team and should enlist the main activities under the assignment in respect of the Key Professionals responsible for it. Further, it is necessary to enlist of the activities under the proposed assignment with sub-activities (week wise). (Graphical representation)

**Authorized Signatory [In full and initials]:** \_\_\_\_\_

**Name and Designation with Date and Seal:** \_\_\_\_\_

\_\_\_\_\_  
**<<The bidder may be asked to submit the required information within a certain number of pages, with font specified>>**

**TECH-9**

**Format of Curriculum Vitae (CV) for Proposed Key Professional**

**1. Proposed Position:**

[For each position of key professional separate form Tech B-6 will be prepared]

**2. Name of Firm:**

**3. Name of Staff:**

**4. Date of Birth:**

**5. Years with Firm:**

**6. Nationality:**

**7. Education:**

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates]

**8. Membership in Professional Associations:**

**9. Other Trainings:**

**10. Countries of Work Experience:**

**11. Languages:**

[For each language indicate proficiency: excellent, good, fair, or poor, in speaking, reading, and writing]

**12. Employment Record:**

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held. For experience in last ten years, also give types of activities performed and Client references, where appropriate as per the prescribed format given below]

<b>From [Year]</b>	<b>To [Year]</b>
<b>Procuring Entity Name:</b>	
<b>Position Held:</b>	
<b>Details of the Task Assigned</b> [List all tasks to be performed under this Assignment/job]	

**Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

<b>Name of the Project</b>	
<b>Year</b>	
<b>Location</b>	
<b>Name of the Client</b>	
<b>Project Feature</b>	
<b>Position Held</b>	
<b>Activities Performed</b>	

**Certification:**

*I, the undersigned, certify that to the best of my knowledge and belief that this CV correctly describes my qualifications and past experiences. I will undertake this assignment for the full project duration in terms of roles and responsibilities assigned in the technical proposal or any agreed extension of activities thereof. I understand that any misstatement herein leads to disqualification of CV.*

**Date:** \_\_\_\_\_

**Signature of Key Professional with Date**

\_\_\_\_\_

**Authorized Signatory [In full and initials]:** \_\_\_\_\_

**Name and Designation with Date and Seal:** \_\_\_\_\_

**<<NB: CV write up may be restricted to a certain number of pages with quality information relevant to the key professional requirements. This will be easy in evaluating the resumes for short listing. The CVs needs to be jointly signed by the proposed professional and the authorized representative of the Bidder. >>**

TECH-10

**PROPOSED WORKPLAN TO CARRY OUT THE ASSIGNMENT**

Week → Sequence of Study Activities /Sub Activities	1	2	3	4	5	6

Indicate all main activities/sub activities of the proposed assignment including delivery of reports (Inception. And Final Reports) and other associate sub-activities

**Authorized Signatory [In full and initials]:** \_\_\_\_\_

**Name and Designation with Date and Seal**