EXPRESSION OF INTEREST

FOR

SELECTION OF BACKEND TECHNOLOGY PARTNER/CONSORTIUM PARTNER

FOR

EXECUTION IN TENDER

FOR

"DESIGN, SUPPLY, ERECTION, TESTING AND COMMISSIONING (DSETC) OF 75 M SELF SUPPORTING LATTICE STEEL TOWER INCLUDING PROVISIONS OF MOUNTINGS FOR INSTALLATION OF VHF FM ANTENNA ETC. FOR AKASHVANI FM STATION AT HARDOI, UTTAR PRADESH"

EOI Ref No. BECIL/DGM/AIR HARDOI/75Mtr Tower/2025-26 Dated: 19-01-2026

Issued By

(Shri Rajender Singh, Manager)

Broadcast Engineering Consultants India Limited
(A Government of India Enterprise)
CIN No. : U32301UP1995GOI017744

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DISCLAIMER

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

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SECTION –I

INTRODUCTION AND BRIEF DESCRIPTION

1. ABOUT BECIL

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

The Company was initially setup for providing project consultancy services and turnkey solutions encompassing the entire gamut of radio and television broadcast engineering, establishment of transmission facilities Le content production facilities, terrestrial, satellite and cable broadcasting in India and abroad The company has now diversified into the fields of Strategic Projects such as Information Communication.

Technology, Electronic Surveillance (namely CCTV, Access Control, Intrusion, Fire Safety, Hydrants, etc.). Electronic Media contents including films, Sentinel Analytics, Counter Drones/UAV etc. The activities include, but are not limited to Supply, Installation, Testing & Commissioning, Consultancy Services, Technical Audit, Media Analysis, R&D, projects pertaining to Digital India, City Surveillance, Safe City. Smart City, Make in India, Manufacturing, Audio Video & Data Analysis, Cyber Security, Engineering, Procurement & Construction, Project Management Services, Operation and Maintenance, Manpower Placement, AMC and providing total turnkey project for critical information infrastructure.

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

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

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

2. INTRODUCTION OF PROJECT/TENDER

THE ADDITIONAL DIRECTOR GENERAL, ALL INDIA RADIO, AIR & DOORDARSHAN, 8TH FLOOR, SOOCHNA BHAWAN , CGO COMPLEX , NEW DELHI – 110003 HAS PUBLISHED TENDER NO: ADG(E-NZ)/02/2025-26/AIR-EP DATE: 18-12-2025 FOR "DESIGN, SUPPLY, ERECTION, TESTING AND COMMISSIONING (DSETC) OF 75 M SELF SUPPORTING LATTICE STEEL TOWER INCLUDING PROVISIONS OF MOUNTINGS FOR INSTALLATION OF VHF FM ANTENNA ETC. FOR AKASHVANI FM STATION AT HARDIO, UTTAR PRADESH".

3. INTENT AND IMPORTANT ASPECTS OF THE EXPRESSION OF INTEREST (EOI)

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

3.1 BECIL is interested to submit a competitive bid in response to the Client Tender No: **ADG(E-NZ)/02/2025-26/AIR-EP DATE: 18-12-2025** for Design, Supply, Erection, Testing and Commissioning (DSETC) of 75 m Self Supporting lattice steel tower including provisions of mountings for installation of VHF FM antenna etc. for Akashvani FM station at Hardio, Uttar Pradesh having last date of bid submission as **22 January 2026**.

3.2 The intent of this EOI is to select a Back-end Technology partner of BECIL, for collaborating with BECIL for preparing a bid and participating in the above-mentioned tender. An MOU/ Agreement will be signed by BECIL with the Back-end Technology partner selected through this EOI, for preparation of bid and participation in the above-mentioned tender.

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

3.3.1 The Back end Technology partner selected through this EOI, may be issued a work order by BECIL, for undertaking the work as per the above mentioned client's tender.

3.3.2 All terms and conditions of the client's tender, and any subsequent amendments/ corrigenda thereof, will be applicable fully on back to back basis on the Back end technology partner selected through this EOI, including all important terms and conditions like EMD, PBG, SLA conditions, Liquidity Damages, and any other penalties etc.

3.4 Payment to the bidder will be on back to back basis only, post acceptance of the work and release of funds by the client, and as per terms and conditions of a Post Bid Agreement, which will be signed between BECIL and the successful bidder of this EOI, in case the work is awarded by the client to BECIL. The (day) date of delivery of goods and/or rendering of services by selected agency shall be the date of realization of payment from the client once the goods and/or services are accepted by client. 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 the Client. If in the instant contract, selected agency 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 RFP, the selected agrees to forgo its rights under this Act and Policy. 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. An advance payment may be made to the selected agency, only if BECIL, receives an advance from the customer, provided the selected agency submits a **Bank guarantee (BG) of the 110% of advance amount** to BECIL in addition to the PBG.

3.5 **EMD/ Bid Security:** The Bid Security amounting to **Rs. 3,36,380/- (Rupees Three Lakhs Thirty Six thousand Three hundred and Eighty only)** is to be submitted by all bidders, along with their bids, in the form of BG/ online transfer. **Exemption to MSE and Startup shall be given as per GoI guidelines**. Only MSE's bidders are eligible for exemption from EMD.(As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries are exempted from submission of EMD on the basis of submission of valid certificates. The EMD submitted is refundable and no interest will be paid. The EMD will be refunded, in case work is awarded to BECIL on the submission of Performance Bank Guarantee and in case of unsuccessful bid, immediately after the fact came to BECIL knowledge.

3.6 **Performance Bank Guarantee (PBG):** In case the said tender is awarded to BECIL, the PBG as applicable shall be payable by the selected bidder Amounting to **3% of contract /work order value** as per the terms and conditions of Client's Tender. The bidder must submit an undertaking in the bid stating that "they will provide the PBG in accordance with the timeline and the terms and conditions outlined in the client's tender. Bidder has to submit PBG within 7 days from the date of issue of LOI from scheduled bank

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

3.8 Bidders are advised to go through the detailed Scope of Work and terms & condition of the tender No : **ADG(E-NZ)/02/2025-26/AIR-EP DATE: 18-12-2025** to understand the requirement and challenges associated with locations prior to submitting their bids.

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

3.10 The bidder waives any rights under the Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) or any similar legislation or regulation, to

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

SECTION –II

IMPORTANT DATES (SCHEDULE AND CRITICAL DATES)

1. IMPORTANT DATES (SCHEDULE AND CRITICAL DATES)

S.N.	ACTIVITY	SCHEDULED DATE & TIME
1.	**EOI Number & Date**	**BECIL/DGM/AIR HARDOI /75Mtr Tower /2025-26 Dated: 19-01-2026**
2.	**Date & Time of Issue of EOI**	**Date 19-01-2026** Time 15:00 Hrs
3.	**Last date and Time for Submission of bids**	**Date 23-01-2026** Time 15:00 Hrs
4.	**Place of Submission of EOI / Opening of EOI**	BECIL Bhawan, C-56 / A -17, Sector - 62, Noida – 201 307,
5.	**EOI Processing Fee** (Non-refundable)	INR 17,700/- (incl GST) Form Fees (Proof of submission to be submitted in BID)
6.	**EMD/Bid Security**	INR 3,36,380/- to be submitted by all bidders, along with their bids, in the form of BG/ online transfer. **Exemption to MSE and Startup shall be given as per GoI guidelines.** An Undertaking to this effect to be submitted. **EMD exemption please refer "Section I clause 3.5"**
7.	**Security Deposit/ Performance Bank Guarantee**	Amount **3% of contract /work order value** (To be submitted by the successful bidder within 7 days from the date of issue of LOI in the form of a PBG from scheduled bank)
8.	**Address for Communication of bids**	BECIL Bhawan, C-56 / A -17, Sector - 62, Noida – 201 307.
9.	**Contact details for this EOI**	Name : Rajender Singh Designation : Manager Telephone/ Mobile No : 8130190475 Email : rajender@becil.com

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

2. EOI NOTICE

2.1 Broadcast Engineering Consultants India Limited (BECIL) invites Expression of Interest (EOI), through offline mode, for selection of an Implementation Agency/ System Integrator / Back end Technology partner of BECIL, for collaborating with BECIL for preparing BID and Participating in the tender No **ADG(E-NZ)/02/2025-26/AIR-EP DATE: 18-12-2025 , floated by THE ADDITIONAL DIRECTOR GENERAL, ALL INDIA RADIO, AIR & DOORDARSHAN, 8TH FLOOR, SOOCHNA BHAWAN , CGO COMPLEX , NEW DELHI - 110003*.(copy attached)***

2.2 **The duly signed Hard Copy of the Bid/ Techno Commercial Proposal is to be submitted in a packed and sealed envelope, in Tender Box, BECIL BHAWAN C-56/A 17 Sector 62 Noida (UP) 201307** .

2.3 The EOI must be addressed to the given name and address:

To,
Sh. Rajender Singh
Manager
Broadcast Engineering Consultants India Limited
C-56/A-17, Sector-62,Noida, Uttar Pradesh-201307

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

2.5 The representative of agency will require a specific authorization/ board resolution to submit the EOI.

2.6 In case the bidder has any doubt about the meaning of anything contained in the EOI document, she/he shall seek clarification within 1 days of issue of EOI. Except for any written clarification by **Shri Rajender Singh, 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.

2.7 Bidders shall have to submit an amount of **Rs. 15,000/- + GST** through RTGS/ NEFT to BECIL (**Bank Mandate Form Enclosed at Annexure B**) towards the cost of EOI Document and no other mode of payment is acceptable. EOI Document is also available at BECIL Office: C-56/A-17, Sector-62, Noida, Uttar Pradesh-201307. The cost of EOI document is non-refundable.

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

2.9 BECIL reserve the right to amend any term of the EOI at any point of time before the submission and bidder should regularly check the website. Further, BECIL also reserves to increase/ decrease/ delete /add any BOQ item. Further any amendment done by client during the execution of work , all the amendment will be applicable. In case of non-acceptance of such amendment, the security deposit submitted will be forfeited by BECIL.

2.10 The bidder should submit the signed Integrity Pact on a plain paper along with the bid.

2.11 The Bidders will have no right to withdraw from the EOI process post submission of their bid without the formal consent of BECIL.

3 SUBMISSION OF EOI

3.1 EOI, complete in all respects, must be submitted offline.

3.2 BECIL may, at its own discretion, extend the date for submission of EOI. In such a case all rights and obligations of BECIL and the Bidders shall be applicable to the extended time frame.

3.3 As the EOI 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.

3.4 At any time prior to the last date for receipt of EOI, BECIL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI Document by an amendment. The amendment will be notified on BECIL's website **http://www.becil.com** and should be taken into consideration by the prospective bidders while preparing their EOI.

3.5 The EOI must contain:

3.5.1 Company/bidder profile relevant to EOI.
3.5.2 It should also include details of past experience relevant to the "Scope of Work".
3.5.3 Declaration regarding acceptance of Terms and conditions of EOI.
3.5.4 Declaration of not been blacklisted by any of the Government agency.
3.5.5 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.

3.6 The Agency/ bidder/OEM/Implementation Agency shall ensure that it fulfills the eligibility criteria as desired in the EOI and other essential conditions. Compliance statement of Eligibility criteria with the documents submitted as a proof is to be prepared and submitted. The supporting documents may be with list of existing and past clients with details of services offered, details of similar projects executed.

3.7 The EOI should be duly signed on each page by authorized person. Each page should be properly numbered. Documents authorizing the signatory must accompany the EOI.

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

3.9 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 EOI.

3.10 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.

3.11	**Checklist of documents/information to be submitted**	
	(a)	Bidder Particulars as per format.
	(b)	Certificate of Incorporation (for Company/LLP/Proprietorship)
	(c)	Memorandum & Articles of Association/Partnership deed/Proprietorship declaration
	(d)	Audited financial statements for the last 3 years i.e. FY **2022-23; 23-24; 24-25.**
	(e)	ITR Acknowledgment for last 3 years i.e. FY **2022-23; 23-24; 24-25**.
	(f)	Undertaking to provide the PBG in accordance with the timeline and the terms and conditions outlined in the client's tender
	(g)	GST Registration Certificate
	(h)	Copy of PAN Card
	(i)	Any other relevant registration documents on registration with other appropriate authorities (ESIC, EPFO, Labour deptt etc.)
	(j)	Power of Attorney authorizing the person signing the bid for this EOI.
	(k)	Undertaking in letter head to indemnify BECIL from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.
	(l)	Undertaking in compliance to Office Memorandum No. F. No. 6/18/2019- PPD, Dated 23-07-2020, Department of Expenditure, Ministry of Finance as per Clause 10 below.
	(m)	All the requisite documents in the prescribed formats placed at Annexures to this EoI
	(n)	Pre-Contract Integrity Pact as per Annexure-A
	(o)	All the documents in support of Technical criteria like Experience Certificates, PO, proposed Makes for the solution, Solution architecture (if asked) and other documents as required.
	(p)	Declaration regarding acceptance of Terms and conditions of EOI.
	(q)	Undertaking for compliance with signing of Non-disclosure agreement as per clause 39 below.
	(r)	Undertaking for payment of EMD/ Bid Security if selected **or** claiming EMD exemption under startup and MSME enclosing the relevant documents **such as registration certificate with MSME & Startup in similar field/ work.**
	(s)	Undertaking regarding absence of Conflict of Interest as per clause 14 below

4 OPENING OF EOI

4.1 The bids submitted against this EOI shall be opened on **Date 23-01-2026 at 15:30 Hrs**. BECIL reserves the right to change the date of opening of bid.

4.2 Bidders who wish to attend opening of EOI may visit BECIL for the same at the designated time, with authorization in proper format on bidder's letter head.

4.3 The EOI Processing Fee, technical bid and financial bids are to be placed in separate sealed envelopes, super scribed with words "**EOI Processing Fee**", "**Technical Bid**" and "**Financial Bid**". All the three sealed envelopes as mentioned above are to be placed inside a single sealed envelope named as
"Response For EOI No. BECIL/DGM/AIR HARDOI/75Mtr Tower/2025-26 Dated: 19-01-2026"
Submitted by: [Firm/Company name]

4.4 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.

4.5 BECIL reserves the right to solicit additional information from bidder/OEM/ImplementationAgency 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.

4.6 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 side 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 fulfill the need of project is served.

4.7 BECIL reserves the right to reject any and all proposals, to negotiate all terms of any agreement resulting from this EOI, and to request additional information from bidder.

4.8 All information contained in this EOI, 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.

4.9 In case the Agency selected through EOI goes into liquidation or undergoes a change in business/management, it will be intimated to BECIL & the selected agency will fulfill 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). PBG as the case may be will be forfeited by BECIL

SECTION –III

EOI NOTICE & GENERAL TERMS AND CONDITION

1. RELATIONSHIP BETWEEN THE PARTIES

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

2. INTELLECTUAL PROPERTY RIGHTS:

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

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

2.3. The Bidder shall not incorporate any materials, technology or any item or thing that involves the use of intellectual property rights or proprietary rights that the Bidder does not have the right to use or that may result in claims or suits against BECIL arising out of claims of infringement of any intellectual property rights or other proprietary rights.

2.4. The Bidder shall perform all acts necessary to obtain and continue to have all necessary licenses, approvals, consents of third parties free from any encumbrances and all necessary technology, hardware and software to enable it to perform its obligations under this Contract. If license agreements are necessary or appropriate between the Bidder and third parties for purposes of enabling, enforcing or implementing the provisions hereinabove, the Bidder shall be under an obligation to enter into such agreements at its own sole cost, expense and risk.

3. LAND AND BORDER PROVISION

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

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

3.3. I/We certify that this Bidder is not from such a country or if from such a country has been registered with the competent authority and will not sub-contract any

work to a contractor from such countries unless such contractor is registered with the Competent authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

4. INDEMNITY

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

a) Any Compensation/ claim or proceeding by any third party against BECIL arising out of any act, deed or omission by the Bidder;

b) Any breach by the Bidder 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.

4.2. That BECIL shall have no liability whatsoever for any injury/death to the Bidder or its staff caused or suffered during the performance of its's obligations hereunder

5. 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 tender 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 a tender Process or to secure a contract.

6. CONFLICT OF INTEREST

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

a) Directly or indirectly controls, is controlled by or is under common control with another Bidder; or

b) Receives or have received any direct or indirect subsidy/ financial stake from another Bidder; or

c) Has the same legal representative/ agent as another Bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorized distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or

d) Has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or

e) Participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice- versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub- contractor in more than one bid; or

f) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Details Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc.)of this Tender process; or has a close business or family relationship with a staff of the Procuring Organization who:

(i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or

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

7. UNDUE INFLUENCE

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

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

8. UNLAWFUL/UNETHICAL PRACTICES

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

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

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

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

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

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

9.3 Initiation of Arbitration /legal proceedings to recover losses or damages incurred

by BECIL due to the violation of ethical practice or use of undue influence by the Agency.

10. BLACKLISTING/ DEBARMENT

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

11. RISK AND COST CLAUSE

12.1. 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 EOI and the Work Order, BECIL may cancel the contract/Work Order in full or part thereof, and will procure supplies/equipment's or ensure the execution of work or any pending service in case of service contract from other willing vendor at the risk and cost of the Bidder.

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

12.3. 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.

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

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

12.6. If BECIL finds that materials supplied/works carried out are not of correct quality, quantity and are not according to required specifications or are not satisfactory owing to any reason of which BECIL will be the sole judge.

12.7. In the event of failure , by the Successful Bidder to replace the defective item/workmanship in accordance with the timeline as enumerated under the warranty and the Guarantee clause of the Main tender

12.8. In the vent of failure to conduct the inspection and other quality check

12.9. Termination of Contract on account of any other reason (s) attributable to

Agency/ Bidder

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

12. PENALTIES

13.1. 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.

13.2. The Bidder shall bear the full financial responsibility for such penalties or deductions imposed on BECIL by the Client and will not be entitled to claim any reimbursement or adjustment for the same.

13. CONFIDENTIALITY

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.

2. The Bidder recognizes, accepts and agrees that all tangible and intangible information obtained or disclosed to the Bidder's and/or its staff, including all details, documents, data, business/ customer information and the BECIL 's practices and trade secrets (all of which are hereinafter collectively referred to as "confidential information") which may be communicated to the Bidder 's and/or its facility staff may be privy under or pursuant to this Contract and/or in the course of performance of the Bidder 's obligations under this Contract shall be treated, as absolutely confidential and the Bidder irrevocably agrees and undertakes and ensures that all its facility staff shall keep the same as secret and confidential and shall not disclose the same at all in whole or part to any Person or persons (including legal entities) an any time or use nor shall allow information to be used for any purpose other than that as may be necessary for the due performance of the Bidder's obligations hereunder except when required to disclose under the due process and authority of law.

14. RIGHT TO INSPECTION

15.1 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.

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

15. TERMINATIONS

16.1. Termination of Contract 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 EOI , 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 15 days. That on the non-resolution of deficiency, a notice of termination shall be served on the Agency/Bidder and the Contract shall be deemed terminated after a period of 15 days from the date of notice of termination.

16.2. 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;

16.3. 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.

16.4. 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.

16. POST TERMINTION RESPONSIBILITY

17.1. In all cases of termination herein set forth, the obligations of BECIL to pay shall be limited to the period upto the date of termination, subject to the receipt of such payment from the Client.

17.2. 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.

17.3. 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.

17.4. That in the event of termination under clause 17.1 and 17.2 the whole or part of

the performance security furnished by the Agency/Bidder is liable to be forfeited without prejudice to the right of BECIL to recover from the Agency/Bidder any accruing or incurred losses or damages, on account of termination of contract due to unsatisfactory performance/ delay in execution of work.

17. NOTICES

18.1. 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 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 Ltd,
C-56/ A-17, Sector-62, Noida-201307, U.P., India.
Email: rajender@becil.com

18. NO WAIVER

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

19. AMENDMENT:

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

20. ARBITRATION

21.1. 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.

21.2. Reference of Dispute to Arbitration proceeding post conciliation

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

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

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

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

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

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

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

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

i)

21. JURISDICTION

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

22. Force Majeure

23.1 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.

23.2 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 EOI , and avoid or overcome with persistent effort in carrying out its respective obligations.

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

23. SUBCONTRACTING

The Bidder shall not subcontract the entire or any portion of the work.

24. EXTENSION OF TIME

25.1 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.

25.2 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.

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

25. ASSIGNMENT:

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

26.2 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.

26.3 BECIL may assign or novate all or any part of the Contract/ Agreement / work order and the Agency shall be a party to such novation, to any third party contracted to provide outsourced services to BECIL or any of its nominees.

26. CONSORTIUM AND OUTSOURCING:

Consortium /Joint ventures are not allowed.

Bidding by Consortium or Joint Ventures is not allowed.

27. COMPLIANCE WITH APPLICABLE LAW:

Each Party to the Contract/ Agreement / work order accepts that its individual conduct shall (to the extent applicable to it) always comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken. In case of changes in such laws, rules and regulations which result in a change to the Services, shall be dealt with as an exceptional situation with the objective to realign the part getting violated under the revised laws with minimal changes to achieve the objective existent prior to the change. For avoidance of doubt, the obligations of the Parties to the Contract are subject to their respective compliance with all local, state, national, supra-national, foreign and international laws and regulations.

28. 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.

29. ENTIRE CONTRACT:

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

30. LIQUIDATED DAMAGES

31.1 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:

31.2 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)

31.3 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.

31.4 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)

31.5 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.

31.6 In case there is a delay in supply/ completion of the entire supply/ any portion of scope of work as per the client's tender, due to delay in supply of any particular sub unit/ equipment/ material, , then the entire affected portion of scope of work/Supply delayed as a result, shall considered for the calculation of Liquidated damages in terms of the clause 3.12.2 and 3.12.5 of the Main

31. 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.

32. SAFETY COMPLIANCE

The Contractor shall be solely responsible for ensuring the safety of all personnel, including its employees, subcontractors, and agents, involved in work performed on or near high towers. Without limiting the generality of the foregoing, the Contractor shall implement and strictly adhere to the following safety measures and requirements: 1. Compliance with Regulations: The Contractor shall comply with all applicable local, state, and national safety laws, regulations, codes, and standards pertaining to work at height, including but not limited to regulations concerning fall protection, scaffolding, ladders, lifting equipment, and electrical safety. 2. Risk Assessment and Safety Plan: Prior to commencing any work on high towers, the Contractor shall conduct a comprehensive risk assessment to identify all potential hazards associated with the work. Based on this assessment, the Contractor shall develop a detailed site-specific safety plan. This plan shall outline the specific safety procedures, equipment, and precautions to be implemented to mitigate identified risks. The Contractor shall ensure that all personnel involved in the work are thoroughly briefed on and understand the safety plan. 3. Fall Protection: The Contractor shall provide and ensure the proper use of appropriate fall protection systems for all personnel working at heights of six (6) feet or more above a lower level. This includes, but is not limited to, the provision and mandatory use of personal fall arrest systems (PFAS), safety harnesses, lanyards, anchor points, safety nets, guardrails, and other fall prevention measures as deemed necessary by the risk assessment and applicable regulations. All fall protection equipment shall be inspected regularly by a competent person in accordance with manufacturer's instructions and applicable standards. 4. Competent Personnel: All personnel involved in work on high towers, including those erecting, dismantling, inspecting, or using scaffolding, operating lifting equipment, or performing any other high-risk activities, shall be competent and adequately trained for the specific tasks assigned to them. 5. Safe Access and Egress: The Contractor shall establish and maintain safe means of access to and egress from all work areas on high towers. This includes the provision of safe and stable ladders, scaffolding erected and inspected by competent personnel, personnel hoists, or other approved methods. 6. Weather Conditions: The Contractor shall monitor weather conditions and shall cease work on high towers if conditions such as high winds, lightning, heavy rain, or other adverse weather pose a safety risk to personnel. Work shall only resume when weather conditions are deemed safe by a competent person. 7. Emergency Procedures: The Contractor shall develop and implement comprehensive emergency procedures to address potential incidents such as falls, injuries, or equipment malfunctions. These procedures shall include provisions for prompt rescue, first aid, and communication. Emergency contact information and evacuation plans shall be readily available at the worksite. 8. Inspections and Audits: The Contractor shall conduct regular inspections of all safety equipment and procedures to ensure ongoing compliance with the safety plan and applicable regulations. 9. Indemnification: The Contractor shall

indemnify and hold harmless the Client from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any failure by the Contractor or its personnel, subcontractors, or agents to comply with the safety requirements set forth in this clause. The Contractor acknowledges that ensuring the safety of workers on high towers is of paramount importance and agrees to take all necessary precautions and implement best practices to prevent accidents and injuries.

SECTION-IV

SPECIAL TERMS AND CONDITIONS

1. Option Clause

1.1 That BECIL reserves the right to increase/decrease the ordered quantity by up to 25 (Twenty Five) per cent at any time, till final delivery date (or the extended delivery date of the contract),by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period)

2. Submission of Drawings, Specification Manual etc

2.1 That the Bidder shall be responsible for the submission of the drawing's as per the format of the Appendix D attached with the Main contract I.e the RFP floated by the Original Client. That the Bidder shall be entirely responsible for bearing the loss and for indemnifying BECIL in case of submission of incorrect drawings.

3. Warranty and guarantee

3.1 That the Bidder shall provide guarantee for the structure and components making up the tower for a period of five years in terms of clause 3.9 , sub-clause 1 of the Tender from the date of handing over of the site. In addition to the above, the electrical components and parts shall be guaranteed for a period of five years.

1.1 In the event of observation of any defect in the design, material and workmanship a qualified technician/ professional shall be deputed by the Bidder within a period of three days from the date of receipt of intimation. The defective equipment shall be modified, rectified or replaced by the technician/ professional within a period, as deemed reasonable by BECIL.

1.2 The other sub-clauses under the warranty and guarantee clause shall operate on a back to back basis.

4. Payment terms :

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. **Schedule of payments are mentioned below as per items specified in unpriced bid (Annexure K)**:

i) **The Bidder/supplier will submit bill for 80% of the material/equipment basic cost and 100% of the GST applicable on the total basic amount of material /equipment supplied along with a copy of Inspection Notes from AIR and Provisional**

consignees Receipt certificate from AIR client to BECIL who will, after verifying bills, pass on to the respective BECIL for making payment. The bill for balance 20% of material/equipment cost along with 100% installation/Erection, Testing & commissioning charges, if any, shall be submitted by the Bidder/ suppliers after receipt of final consignee's/ Client receipt certificates and satisfactory installation/Erection, Testing& commissioning certificate whichever required. All required inspection & Receipts notes from the client have to obtained by the bidder and submit the same to BECIL before releasing payments.

ii) Rest of the payments and balance payments will be made after satisfactory completion of SETC and handing over of the tower.

iii) Payment for Insurance premium for tower , if any, will be made as per actuals on submission of respective insurance policy.

iv) All payments will be made on submission of third party certificate and inspection by authorized AIR official. Arranging third party inspection at various stages of tower as per terms of payment should be at the cost of bidder

v) Selected agency 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 the Client. BECIL shall not be responsible in any manner whatsoever for any delay in releasing the payments or withholding of payments by the Client.

vi) The (day) date of delivery of goods and/or rendering of services by selected agency shall be the date of realization of payment from the client once the goods and/or services are accepted by client.

vii) 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 the Client.

viii) If in the instant contract, selected agency 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 RFP, the selected agrees to forgo its rights

under this Act and Policy.

ix) The Bid Security amounting to **Rs. 3,36,380/- (Rupees Three Lakhs Thirty Six thousand Three hundred and Eighty only)** is to be submitted by all bidders, along with their bids, in the form of BG/ online transfer. **Exemption to MSE and Startup shall be given as per GoI guidelines**. Only MSE's bidders are eligible for exemption from EMD.(As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries are exempted from submission of EMD on the basis of submission of valid certificates. The EMD submitted is refundable and no interest will be paid. The EMD will be refunded, in case work is awarded to BECIL on the submission of Performance Bank Guarantee and in case of unsuccessful bid, immediately after the fact came to BECIL knowledge

SECTION-V

SCOPE OF WORK AND SPECIFICATIONS

1 SCOPE OF WORK/SCHEDULE OF REQUIREMENTS

1.1 For detailed scope of work of the project & the Bill of Material, the bidders may refer the Client's Tender document, and its amendments & corrigenda issued subsequently (if any); **Tender details references are as below and the same is also attached along with this EOI.**

(*Bidders are instructed to check for any new corrigendum/amendments etc. before bidding*)

Client's Tender Reference No : ADG(E-NZ)/02/2025-26/AIR-EP DATE: 18-12-2025

SECTION-VI

ELIGIBILITY CRITERIA AND EVALUATION

S.No.	Eligibility Criteria	Documents to be submitted
1	The Bidder shall be Company incorporated /registered in India under Companies Act 1956/ 2013, as amended from time to time or Limited Liability Partnership Act, 2008 or Proprietorship;	a. RoC certificate in case of Company. b. Partnership Deed in case of Partnership Firm. c. Self-Declaration on Letter head with PAN & GST numbers in case of Proprietary Firm. d. Memorandum and Article of Association e. Other relevant documents in case of company, proprietors and Partnership firm indicating details of Director/ proprietors/ Partner f. Other registration certificate, if any required. **g. Bidder must be operational in India in the last 3 years**
2	The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing.	**Certificate by the C.A. with Bank Certificate as annexure.**
3	The Bidder should not be blacklisted/ debarred/ banned/ restricted by any Union Govt./State Govt./ PSU as on date of submission of the Bid.	"Self-declaration for blacklisting as per the given annexure" duly signed by authorized signatory signing the bid, should be submitted.
4	**NOTE:** For the purpose of this criterion, standalone turnover of only the bidding entity will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered.	**a) Certificate by the CA as per Annexure D.** **b) Audited financial statements of last three financial years.** **c) ITR Acknowledgment last three financial years.** **d) Average Annual turnover of 66.67% of /estimated cost of the project in the last 03 financial years OR** **Cumulative Turnover of 200% of estimated cost of the project in the last 03 financial years OR** **Average Annual Net Worth of minimum of 16.7% of estimated cost of the project in the last 03 financial years OR** **Cumulative Net Worth of minimum of 50% of estimated cost of the project in the last 03 financial years.** **e) Work Experience (Self-certified with relevant documents):** **One Similar work of minimum value of 26.7% of estimated cost of the project OR** **Two Similar works of minimum value of 20% of the estimated cost of project**

		OR **Three Similar works of minimum value of 13.4% of the estimated cost of project** **Note: Similar works will be defined based on scope of the work. Similar works may be executed with any Central and State Government agency, PSUs, Private organizations.**
5	The bidder should have positive net worth as per the audited financial results for the last three Financial Years ending 31 March 2025.	Certificate by the CA.
6	Bidder must have the solvency / credit facility / financial capability from the bank for minimum value	A Solvency Certificate issued by a Chartered Accountant, confirming that the bidder is financially solvent for an amount not less than 25% of the estimated tender cost.
7	(i) Bidder Single bidder should have minimum **10** years of experience in providing Design, Supply, Erection, Testing and commissioning **related works of '40 Meter & more self-supporting 3 or 4 legged Towers'** (For MSME and startup companies, years of experience is not required subject to fulfil the following conditions) (ii) The Tenderer should have thorough experience in Design, fabrication, Supply, foundation, erection, testing and commissioning of AIR/DD self-supporting Lattice Steel tower/RCC cum steel tower with a minimum of 40M Steel portion in past 20 years meeting any one of the following criteria: **(a)** Design, SETC of minimum ONE number of similar type tower of 75 Meters high or above. **(b)** Design, SETC of minimum TWO numbers of similar type tower of 50 Meters high or above **(c)** Design, SETC of minimum THREE numbers of similar type tower of 45 Meters high or above.	To this effect, Bidder should submit copies of respective contracts, along with documentary evidence in respect of satisfactory execution of each of those contracts / satisfactory completion of relevant services, in the form of copies of any of the documents (indicating respective contract number and type of services), such as - (i) Satisfactory completion / performance report (OR) (ii) proof of release of Performance Security after completion of the contract (OR) (iii) proof of settlement / release of final payment against the contract (OR) (iv) any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited above.

8	OEM authorization Form authorizing BECIL should be enclosed for below components. ➢ Tower Manufacture	Manufacturer Authorization Form

1 PRELIMINARY EVALUATION

1.1 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 EOI 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.

1.2 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.

1.3 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.

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

2 EVALUATION PROCESS

2.1 No enquiry shall be made by the bidder/OEM/Implementation Agency (s) during the course of evaluation of the EOI, 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 s 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.

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

2.3 Upon verification, evaluation/ assessment, if in case any information furnished by the bidder/OEM/Implementation Agency is found to be Incomplete/incorrect, their bid will be summarily rejected and no correspondence on the same shall be entertained. Submission of false/forged documents will lead to forfeiture of security deposit and blacklisting of agency for a minimum period of 3 years from participating in BECIL tenders.

2.4 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.

2.5 Evaluation of proposals shall be based on:

2.5.1 Information contained in the proposal, the documents submitted thereto and clarifications provided, if any.

2.5.2 Experience and Assessment of the capability of the bidder/ OEM/Implementation Agency based on past record.

2.6 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.

2.7 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.

2.8 Even though bidder/OEM/Implementation Agency satisfy the necessary requirements they are subject to disqualification if they have:

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

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

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

3 FINANCIAL EVALUATION OF THE BIDS

The Bids will be financially evaluated as under:

3.1.1 The financial Bid shall be opened only of those Bidder(s) found to be meeting the Technical qualifying requirements. In case of non-responsive Bids, Financial Bids shall not be opened. The opening date of financial bid will be decided later on and same will be informed.

3.1.2 The Bidder who has quoted the lowest price (L1) in the Financial Bid will be considered for System Integrator / Back end Technology partner.

3.1.3 L1 bidder may be called for further negotiations, if required.

3.1.4 A Pre-Bid agreement shall be signed by BECIL with the successful declared L1 bidder as per Pre-Bid Agreement placed at Annexure-J.

Further, in case the bid submitted by BECIL against the said tender, is accepted and BECIL receives Work Order/ Agreement from/ with the Client, BECIL may issue a Work Order to the agency selected through this EOI.

SECTION –VII

ENCLOUSERS AND ANNEXURES

Annexure-A

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,

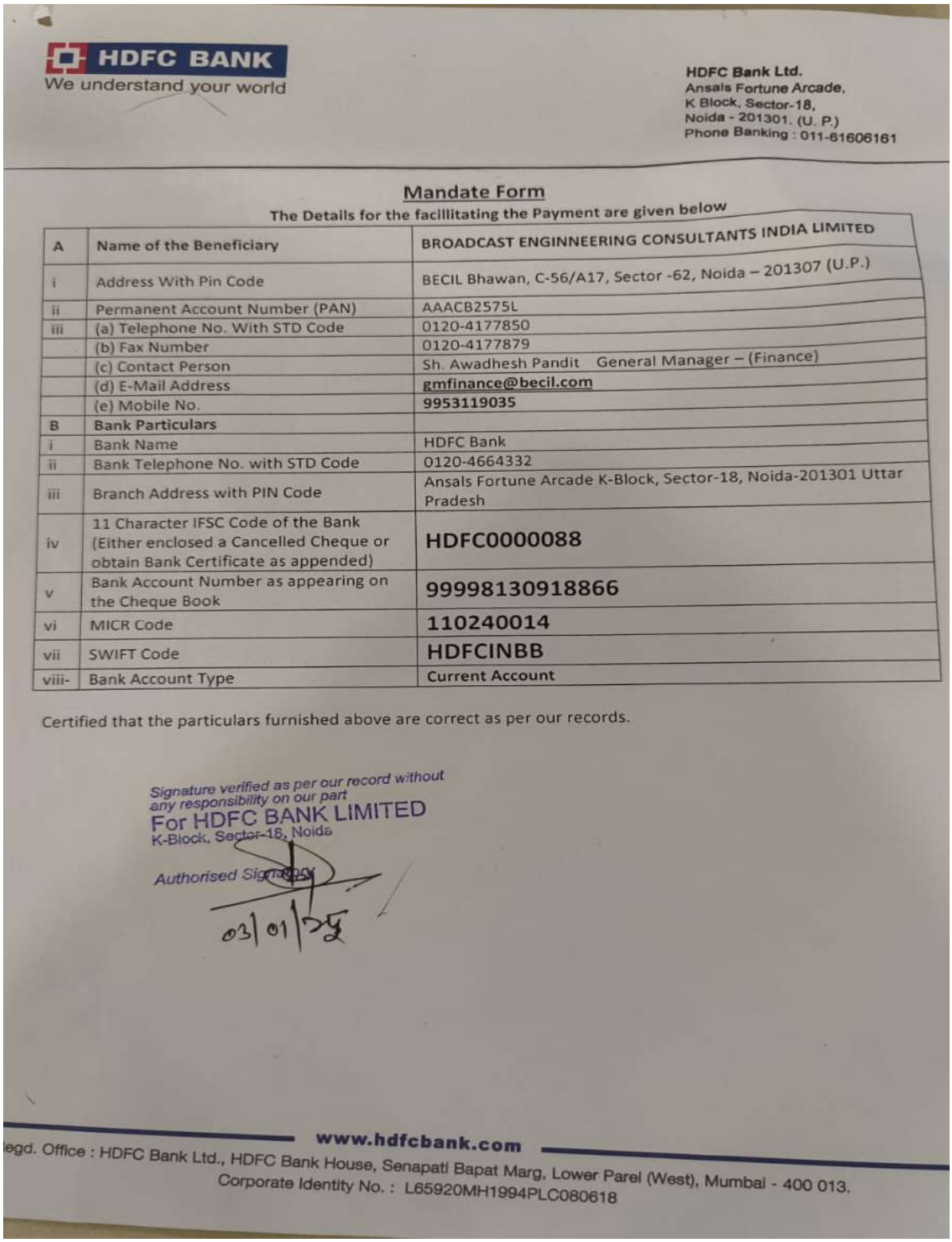
signed by all partners or consortium members.

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 intensions.

FOR AND ON BEHALF OF CONTRACTOR	**FOR AND ON BEHALF OF PRINCIPAL**

ANNEXURE B (BANK MANDATE FORM)

- DETAILS FOR PAYMENT OF TENDER PROCESSING FEES



HDFC BANK
We understand your world

HDFC Bank Ltd.
Ansals Fortune Arcade,
K Block, Sector-18,
Noida - 201301. (U. P.)
Phone Banking : 011-61606161

Mandate Form

The Details for the facilitating the Payment are given below

A	Name of the Beneficiary	BROADCAST ENGINNEERING 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. With STD Code	0120-4177850
	(b) Fax Number	0120-4177879
	(c) Contact Person	Sh. Awadhesh Pandit General Manager – (Finance)
	(d) E-Mail Address	gmfinance@becil.com
	(e) Mobile No.	9953119035
B	Bank Particulars	
i	Bank Name	HDFC Bank
ii	Bank Telephone No. with STD Code	0120-4664332
iii	Branch Address with PIN Code	Ansals Fortune Arcade K-Block, Sector-18, Noida-201301 Uttar Pradesh
iv	11 Character IFSC Code of the Bank (Either enclosed a Cancelled Cheque or obtain Bank Certificate as appended)	HDFC0000088
v	Bank Account Number as appearing on the Cheque Book	99998130918866
vi	MICR Code	110240014
vii	SWIFT Code	HDFCINBB
viii-	Bank Account Type	Current Account

Certified that the particulars furnished above are correct as per our records.

Signature verified as per our record without any responsibility on our part
For HDFC BANK LIMITED
K-Block, Sector-18, Noida
Authorised Signatory
03/01/25

www.hdfcbank.com
Regd. Office : HDFC Bank Ltd., HDFC Bank House, Senapati Bapat Marg, Lower Parel (West), Mumbai - 400 013.
Corporate Identity No. : L65920MH1994PLC080618

Annexure - C

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.	Certificate of financial capability / credit facility issued by the bank. (Certified by CA)	

Signature of Authorized Signatory

Place: _____
Date: _____
Address: _____
Mobile: _____
Email ID: _____

Annexure – D

Annual Turnover & Net worth

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

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

Full Name of Bidder (Supplier) entity:

Full Address of Bidder (Supplier) entity:

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

*Enclose Audited Balance sheets only.

Note: The required certificate from CA with UDIN No. is enclosed along with this form.

Signature of Authorized Signatory
Place: _____
Date: _____
Address: _____
Mobile: _____
Email ID: _____

Annexure – E

Performa of letter of Undertaking for Bid Validity

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

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

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

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

Signature of Authorized Signatory

Place: _____
Date: _____
Address: _____
Mobile: _____
Email ID: _____

Annexure - F

Bid Covering Letter

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

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

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

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

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

We agree to abide by all the terms and conditions of the EOI document. We would hold the terms of our bid valid for <180> days as stipulated in the EOI document.
We understand you are not bound to accept any Proposal you receive.

Signature of Authorized Signatory

Place: _____
Date: _____
Address: _____
Mobile: _____
Email ID: _____

Annexure - G

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: _____

Annexure - H

Self-Declaration For Non Black Listing

[ON BIDDER'S LETTER HEAD]

Bidder Ref. No. .....
Dated : .....

To
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: _____

Annexure - I

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: _____

Annexure – J

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)

Annexure – K

PRICE / UNPRICED BID FORMAT/COMPLIANCE STATEMENT

Name of work: **DESIGN, SUPPLY, ERECTION, TESTING AND COMMISSIONING (DSETC) OF 75 M SELF SUPPORTING LATTICE STEEL TOWER INCLUDING PROVISIONS OF MOUNTINGS FOR INSTALLATION OF VHF FM ANTENNA ETC. FOR AKASHVANI FM STATION AT HARDIO, UTTAR PRADESH.**

EOI No. BECIL/DGM/AIR HARDOI/75Mtr Tower/2025-26 Dated: 19-01-2026

I/We hereby agree to carry out the work as per item rate quote given in the Price Bid format.

UNPRICE BID FORMAT FOR THE WORK IS ATTACHED. ITEM RATES FOR EACH ITEM S ARE TO BE FILLED BY THE BIDDER IN THE PRICE BID FORMAT ONLY, AS PER THE INSTRUCTIONS GIVEN IN THE PRICE BID FORMAT. PRICE BID IS ATTACHED IN THE MS EXCEL SHEET.

UN-PRICE BID FORMAT/ TECHNICAL BID					
AIR Tender No. ADG(E-NZ)/02/2025-26/AIR-EP DATED 18-12-2025					
Description of work	**Design, Supply, Erection, Testing and Commissioning (DSETC) of 75 M Self Supporting Lattice Steel Tower including provision of mounting for installation of VHF FM Antenna etc. for Akashvani FM Station at HARDIO, UTTAR PRADESH- 1 Job. (As per Akashvani Specification)**				
BECIL EOI No :	**BECIL/DGM/AIR HARDOI/75Mtr Tower/2025-26 Dated: 19-01-2026**				
Name of the Bidder					
Quotation No. and date					
Complete Postal Address					
E-Mail					

S.No	**Description**	**Compliance (Y/N)**	**If not complied, specify reasons there of**
1	Copy of Submitted NSIC/MSME/EMD should be uploaded		
2	Letter of authorty for signing bid documents in case of assigned representative?		
3	Duly filled in, signed and stamped complete Tender Document with all the annexure/appendix by authorised signatory should be uploaded.		
4	Past performace of SITC/SETC/Supply as per tender should be attached.		
5	Valid Registration certificate for GST should be attached.		
6	Copy of PAN Card		
7	Copy of Income tax return for last three years		

S.No.	**Description of items/ works**	**Make & Model**	**HSN Code**	**Qty.**	**Unit**
A)	**SUPPLY**				
1	Supply of 75M tower superstructure materials as per AIR Specification complete as required. # Quantity in Metric Ton (MT) offered to be mentioned by tenderer.				#MT
2	Supply of Vertical ladder materials with Free Fall Prevention system complete as required.			1	Lot
3	Supply of Vertical Cable Rack/Tray materials as per specification complete as required.(Rate per meter shall be quoted)			75	M
4	Supply of Horizontal Cable Rack/Tray materials as per specification complete as required.(Rate per meter shall be quoted)			25	M
5	Supply of 100 mm inner dia. category Class 'C', seamless GI pipe of 20 M length.			1	Job

6	Supply of LED based Aviation Obstruction Light including beacon light (with twin aviation obstruction light arrangement in 'ON' duty and 'STANDBY' mode with alarm) along with Sun-Switch, Control Panel (with MCBs, alarm indicators etc.), Power Supply Cable and accessories etc. complete as required.			1	Set Complete
7	Supply of Lightning Arrester materials/arrangements including earthing materials for separate earthing (2 Nos. earthing) alongwith Copper strip of size **50 mm × 2 mm** from top of the tower to the ground with lug etc. complete as required.			1	Set Complete
8	Supply of 3 Core, 6 Sq.mm, Copper Conductor (Stranded), XLPE insulated, Sheathed, armoured, weather proof Power Supply Cable with lugs etc. complete as required.			100	M
9	Supply of 32 A, SP&N MCB along with weather proof metal boxes with multipoint power sockets and switches at base and each platforms, earthwire etc. complete as required.			1	Set Complete
10	Supply of tower earthing system materials for 75M tower (4 Nos. earthing) along with copper strips as per specification.			1	Set Complete
11	Any other item (s) required for the completeness of the DSETC of 75 m tower. Item wise details (including part No., if any) are to be given by the tenderer.			1	Set
B)	**WORKS**				
1	Preparation and submission of design documents & design drawings of Foundation and Tower structure approved by any IIT/SERC alongwith certificate from IIT/SERC testifying the soundness and safety of design of foundation and tower structure as per AIR specification (in hard & soft copies) to Zonal ADG (E). (Within two Months of issue of Acceptance of Tender) - 2 Sets Complete			1	Job
2	Excavation of earth & casting of tower foundation including Supply of complete raw materials, hardware, labour, site clearance etc. as per AIR specification complete as required.			1	Job
3	Fabrication, Galvanizing, Painting, Erection, Testing and Commissioning of 75M Self Supporting Lattice Steel tower at site as per AIR specification complete as required.			1	Job
4	Fixing of Vertical ladder with Free Fall Prevention System complete as required.			1	Job
5	Fixing of Vertical Cable Rack/Tray with clamps complete as required. (Rate per meter shall be quoted).			75	M
6	Fixing of Horizontal Cable Rack/Tray with clamps complete as required. (Rate per meter shall be quoted).			25	M
7	Fixing of 100 NB Class 'C', seamless GI pipe of 20 M length for mounting provisions for VHF FM Antenna complete as required.			1	Job
8	Painting of tower including paint materials complete as required.			1	Job

9	Fixing of LED based Aviation Obstruction Lights along with cable & MCB complete as required.			1	Job
10	Installation of Tower Lightning Arrester and earthing work (2 Nos. earthing) alongwith laying of Copper strip of size **50 mm × 2 mm** from top of the tower to the ground with lugs etc. complete as required.			1	Job
11	Hoisting of FM Side Mount Antenna-6 Bay complete as required			1	Job
12	Laying of RF Cable complete as required			1	Job
13	Laying of Power Supply Cable and fixing of weather proof metal boxes with Multipoint Power sockets and switches at base and each platforms, fixing of 32 A, SP&N, MCB including connections, testing etc. complete as required.			1	Job
14	Earthing work for tower (4 Nos. earthing) complete as per AIR specification.			1	Job
15	Soil testing with detailed report & document(s) (in soft & hard copies)			1	Job
16	Inspection and certification for structural firmness, verticality and all other design specifications by any IIT/SERC **after erection of tower** and submission of inspection report & certificate (s) (in hard & soft copies) to Zonal ADG (E).-2 Sets Complete			1	Job
17	Preparation and submission of completion report including photographs showing complete tower as well as each section of 15 M length from base to top, horizontal cable tray and foundation processes starting of excavation, steel layout and reinforcements etc. to leveled finished foundation and submission of the same completion report (in soft & hard copies) to: (a) AIR Station -1 Set (b) Zonal Office -1 Set (c) AIR Directorate -1 Set			1	Job
18	Pre-dispatch inspection of tower materials at the works of tenderer/tower manufacturer			1	Job
19	Any other works required for the completion of DSETC of 75 m tower. Break up details of work are to be given by the tenderer.			1	Job
	Optional				
20	Additional charges for reduced soil bearing capacity below 8.2 MT/Sq. M f**or every 0.55 MT/Sq. M decrease, if required.**			1	Job
21	Additional charges for requirement of pile foundation or any other type of foundation as approved by any IIT/SERC due to typical soil condition/water table, **if required**.			1	Job

SIGNATURE OF THE BIDDER
SEAL OF THE COMPANY

PRICE BID FORMAT/ SCHEDULE OF RATES							
AIR Tender No. ADG(E-NZ)/02/2025-26/AIR-EP DATED 18-12-2025							
Project :		**Design, Supply, Erection, Testing and Commissioning (DSETC) of 75 M Self Supporting Lattice Steel Tower including provision of mounting for installation of VHF FM Antenna etc. for Akashvani FM Station at HARDIO, UTTAR PRADESH- 1 Job. (As per Akashvani Specification)**					
BECIL EOI No :		**BECIL/DGM/AIR HARDOI/75Mtr Tower/2025-26 Dated: 19-01-2026**					
Name of firm / Company :							
Complete Postal Address:							
Quotation No:							
Validity Offer:		**120 Days**					
Delivery Period:		**300 days**					
Warranty & Guarantee Period :		**5 Years**					
S. No.	**Description of Items/ works**	**Qty**	**Unit**	**HSN /SAC Code**	**Make & Model**	**Unit Cost**	**Amount**
Supply of Material (A)							
1	Supply of 75M tower superstructure materials as per AIR Specification complete as required. # Quantity in Metric Ton (MT) offered to be mentioned by tenderer.		MT				
2	Supply of Vertical ladder materials with Free Fall Prevention system complete as required.	1	Lot				
3	Supply of Vertical Cable Rack/Tray materials as per specification complete as required.(Rate per meter shall be quoted)	75	M				
4	Supply of Horizontal Cable Rack/Tray materials as per specification complete as required.(Rate per meter shall be quoted)	25	M				

5	Supply of 100 mm inner dia. category Class 'C', seamless GI pipe of 20 M length.	1	Job				
6	Supply of LED based Aviation Obstruction Light including beacon light (with twin aviation obstruction light arrangement in 'ON' duty and 'STANDBY' mode with alarm) along with Sun-Switch, Control Panel (with MCBs, alarm indicators etc.), Power Supply Cable and accessories etc. complete as required.	1	Set				
7	Supply of Lightning Arrester materials/arrangements including earthing materials for separate earthing (2 Nos. earthing) alongwith Copper strip of size **50 mm × 2 mm** from top of the tower to the ground with lug etc. complete as required.	1	Set				
8	Supply of 3 Core, 6 Sq.mm, Copper Conductor (Stranded), XLPE insulated, Sheathed, armoured, weather proof Power Supply Cable with lugs etc. complete as required.	100	M				
9	Supply of 32 A, SP&N MCB along with weather proof metal boxes with multipoint power sockets and switches at base and each platforms, earthwire etc. complete as required.	1	Set				
10	Supply of tower earthing system materials for 100M	1	Set Complete				

	tower (4 Nos. earthing) along with copper strips as per specification.						
11	Any other item (s) required for the completeness of the DSETC of 75 M tower. Item wise details (including part No., if any) are to be given by the tenderer.	1	Set				
					TOTAL OF SUPPLY (A)		
Works (B)							
1	Preparation and submission of design documents & design drawings of Foundation and Tower structure approved by any IIT/SERC alongwith certificate from IIT/SERC testifying the soundness and safety of design of foundation and tower structure as per AIR specification (in hard & soft copies) to Zonal ADG (E). (Within two Months of issue of Acceptance of Tender) - 2 Sets Complete	1	Job				
2	Excavation of earth & casting of tower foundation including Supply of complete raw materials, hardware, labour, site clearance etc. as per AIR specification complete as required.	1	Job				
3	Fabrication, Galvanizing, Painting, Erection, Testing and Commissioning of 75M Self Supporting Lattice Steel tower at site as per AIR specification complete as required.	1	Job				

4	Fixing of Vertical ladder with Free Fall Prevention System complete as required.	1	Job				
5	Fixing of Vertical Cable Rack/Tray with clamps complete as required. (Rate per meter shall be quoted).	75	M				
6	Fixing of Horizontal Cable Rack/Tray with clamps complete as required. (Rate per meter shall be quoted).	25	M				
7	Fixing of 100 NB Class 'C', seamless GI pipe of 20 M length for mounting provisions for VHF FM Antenna complete as required.	1	Job				
8	Painting of tower including paint materials complete as required.	1	Job				
9	Fixing of LED based Aviation Obstruction Lights along with cable & MCB complete as required.	1	Job				
10	Installation of Tower Lightning Arrester and earthing work (2 Nos. earthing) along with laying of Copper strip of size **50 mm × 2 mm** from top of the tower to the ground with lugs etc. complete as required.	1	Job				
11	Hoisting of FM Side Mount Antenna-6 Bay complete as required	1	Job				
12	Laying of RF Cable complete as required	1	Job				
13	Laying of Power Supply Cable and fixing of weather proof metal boxes with Multipoint Power sockets and switches at base and each platforms, fixing	1	Job				

	of 32 A, SP&N, MCB including connections, testing etc. complete as required.						
14	Earthing work for tower (4 Nos. earthing) complete as per AIR specification.	1	Job				
15	Soil testing with detailed report & document(s) (in soft & hard copies)	1	Job				
16	Inspection and certification for structural firmness, verticality and all other design specifications by any IIT/SERC **after erection of tower** and submission of inspection report & certificate (s) (in hard & soft copies) to Zonal ADG (E).-2 Sets Complete	1	Job				
17	Preparation and submission of completion report including photographs showing complete tower as well as each section of 15 M length from base to top, horizontal cable tray and foundation processes starting of excavation, steel layout and reinforcements etc. to leveled finished foundation and submission of the same completion report (in soft & hard copies) to: (a) AIR Station -1 Set (b) Zonal Office -1 Set (c) AIR Directorate -1 Set	1	Job				
18	Pre-dispatch inspection of tower materials at the works	1	Job				

	of tenderer/tower manufacturer						
19	Any other works required for the completion of DSETC of 75 M tower. Break up details of work are to be given by the tenderer.	1	Job				
						TOTAL OF WORKS (B)	
20	Additional charges for reduced soil bearing capacity below 8.2 MT/Sq. M f**or every 0.55 MT/Sq. M decrease.**	1	Job				
21	Additional charges for requirement of pile foundation or any other type of foundation as approved by any IIT/SERC due to typical soil condition/water table.	1	Job				
						TOTAL OF WORKS (C)	
						Total Supply (A)+ WORKS (B)+Additional (C)	
						GST	
						Grand Total	

SIGNATURE OF THE BIDDER
SEAL OF THE COMPANY

Annexure- L

PRE-BID AGREEMENT

between

Broadcast Engineering Consultants India Ltd
(A Government of India Enterprise)
C-56 / A-17, Sector- 62 Noida- 201307, U.P.

and

[vendor name]
[Vendor Address]

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PRE-BID AGREEMENT

This Pre-Bid Agreement is executed at _____ th day _____ 2025 ("Effective Date"). Noida on this _____ of _____ .

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 -201301 (U.P.) and Head Office at 14-B IP Estate Ring Road, New Delhi -110002 acting through **Rajender Singh** (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 [Vendor full Name], registered under the Companies Act, 2013, having registered office at [Vendor full Address] acting through Mr. [Vendor representative name] (hereinafter referred to as "[**Vendor short name]" or "Second Party"**) which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns.

BECIL and [vendor name] 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 24th 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 [vendor name]_____intro_____.

WHEREAS [The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003] (hereinafter called "[**ADG(E-NZ)]**") has issued a tender vide tender no. ADG(E-NZ)/02/2025-26/AIR-EP DATE: 18-12-2025 for **[DESIGN, SUPPLY, ERECTION, TESTING AND COMMISSIONING (DSETC) OF 75 M SELF SUPPORTING LATTICE STEEL TOWER INCLUDING PROVISIONS OF MOUNTINGS FOR INSTALLATION OF VHF FM ANTENNA ETC. FOR AKASHVANI FM STATION AT HARDIO, UTTAR PRADESH]** hereinafter referred to as "Tender" /"Work" /"Project" (hereinafter called as **Tender or [ADG(E-NZ)] Tender or Primary** Tender)

WHEREAS BECIL published EOI No **BECIL/DGM/AIR HARDOI/75Mtr Tower/2025-26 Dated: 19-01-2026 (Hereinafter referred as "BECIL's EOI) for** Selection Of

Backend Technology Partner/Consortium Partner For Execution In Tender For "Design, Supply, Erection, Testing And Commissioning (DSETC) Of 75 M Self Supporting Lattice Steel Tower Including Provisions Of Mountings For Installation Of Vhf FM Antenna Etc. for Akashvani FM Station at HARDIO, UTTAR PRADESH"

AND WHEREAS [vendor name] has been selected as back end partner through the BECIL's EOI process.

AND WHEREAS Parties have accepted to execute the contract if awarded by [**The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003**] and shall abide by all terms and conditions of such contract signed thereof.

AND WHEREAS BECIL & [vendor name] **have jointly accepted to collaborate to prepare and submit its competitive bid against the** Tender for [**Design, Supply, Erection, Testing And Commissioning (DSETC) Of 75 M Self Supporting Lattice Steel Tower Including Provisions Of Mountings For Installation Of Vhf FM Antenna Etc. for Akashvani FM Station at HARDIO, UTTAR PRADESH**] floated by [**The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003**] vide tender No **ADG(E-NZ)/02/2025-26/AIR-EP DATE: 18-12-2025** .

AND WHEREAS, this Pre-bid agreement is executed solely for the purpose to bid for the tender issued by [**The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003**] for [**Design, Supply, Erection, Testing And Commissioning (DSETC) Of 75 M Self Supporting Lattice Steel Tower Including Provisions Of Mountings For Installation Of VHF FM Antenna Etc. for Akashvani FM Station at HARDIO, UTTAR PRADESH**] 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 **[vendor name]** as Back end partners for participating in the [**The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003**] tender.

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 [**The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003**] vide tender No. **ADG(E-NZ)/02/2025-26/AIR-EP DATE: 18-12-2025 .**

1.3.2 BECIL's EOI **BECIL/DGM/AIR HARDOI/75Mtr Tower/2025-26 Dated: 19-01-2026** for [Selection Of Backend Technology Partner/Consortium Partner For Execution In Tender For "Design, Supply, Erection, Testing And Commissioning

(DSETC) Of 75 M Self Supporting Lattice Steel Tower Including Provisions Of Mountings For Installation Of Vhf FM Antenna Etc. for Akashvani FM Station at HARDIO, UTTAR PRADESH].

1.3.2 [vendor name]'s bid received against the BECIL's EOI.

ARTICLE 2: GENERAL

2.1. PURPOSE:

BECIL, as the sole bidder, shall participate in the bidding process in primary tender of The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003. 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: [vendor name] represents to BECIL that as on date of signing this Agreement:

2.2.1 [vendor name] 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 [vendor name] 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 [vendor name] is a party or by which [vendor name] or any of their properties or assets are bound or that is otherwise applicable to [vendor name];

(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 [vendor name] so as to prevent such Parties from fulfilling their obligations under this Agreement.

2.2.3. [vendor name] 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 [vendor name] 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 [vendor name] 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

THE ADDITIONAL DIRECTOR GENERAL, ALL INDIA RADIO, AIR & DOORDARSHAN, 8TH FLOOR, SOOCHNA BHAWAN , CGO COMPLEX , NEW DELHI - 110003HAS PUBLISHED TENDER NO: ADG(E-NZ)/02/2025-26/AIR-EP DATE: 18-12-2025 FOR "DESIGN, SUPPLY, ERECTION, TESTING AND COMMISSIONING (DSETC) OF 75 M SELF SUPPORTING LATTICE STEEL TOWER INCLUDING PROVISIONS OF MOUNTINGS FOR INSTALLATION OF VHF FM ANTENNA ETC. FOR AKASHVANI FM STATION AT HARDIO, UTTAR PRADESH

3.2 Scope of Work

The detailed scope of work for System Integrator has been given in the Schedule- I to this Agreement. For the detailed scope of work [vendor name] shall also refer to the Client's primary tender document, its amendments in the form of corrigenda and subsequent contract signed between BECIL and [**The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003**]in the event of award of tender.

ARTICLE 4: ROLES AND RESPONSIBILITIES

4.1 BECIL and [vendor name] hereby mutually agree that both of them shall remain as irrevocable members of this tie-up for the complete execution and completion of [**The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003**] Tender/Work/Project (as per scope of aforementioned BECIL's EOI & [**The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003** tender).

4.2 DUTIES & OBLIGATIONS OF [vendor name]

4.2.1. [vendor name] will supply entire range of services for efficient completion of scope of works under the [**The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003**] tender**.**

4.2.2. For the project to be undertaken, [vendor name] would formulate state-of-the-art, optimum and **General Standards of performance.** [vendor name] 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. [vendor name] shall act at all times so as to protect the interests of BECIL.

4.2.3. [vendor name] have read and understood the terms and conditions of the [**The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003**] tender and it agree to support BECIL in abiding by those terms and conditions.

4.2.4. [vendor name] 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. [vendor name] **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. [vendor name] **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. [vendor name] **has agreed to accommodate the change in scope of work by [The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003] whether or not incidental and ancillary, to achieve the objective as per the [The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003] tender requirement, without any additional cost to BECIL.**

4.2.8. [vendor name] **have agreed to abide by all the terms on back to back basis as per the System Integrator duties and Obligations as specified in the [The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003] tender. All the terms and conditions of the client's tender, including EMD/ PBG/ LDs/ Penalties etc, will be applicable fully on a back to basis to the** [vendor name]

4.2.9 [vendor name] **shall be responsible for the detailed Scope of Work at Clause 3.2 and Schedule 1 of this agreement.**

4.2.10 Since payment conditions are on back to back basis and time is the essence of

the project; [vendor name] 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 [**The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003**] 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 [**The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003**] authority.

4.3.4. In the event of project getting awarded, BECIL shall act as the only channel of communication between the [**The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003**] authority and [vendor name] 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	[vendor name]
	PRE-BID RESPONSIBILITY		
1.	Pre-bidding site survey, if any	**S**	**P**
2.	Fully complied technical bid response preparation as per tender Terms & Conditions.	**J**	**J**
3.	Competitive commercialbid preparation as per tender	**J**	**J**
4.	Documentation and correspondence with the customer.	**P**	**N**

5.	Provisioning of EMD/ Bid Security as per tender requirement.	**P**	**S**
6.	Provision of Back to Back EMD except by MSE/Start Ups as per GoI guidelines.	**S**	**P**
7.	Provisioning of any other required document for bidding.	**J**	**J**
8.	Submission of complete techno-commercial offer to the customer in requisite mode.	**J**	**J**
9.	Any Presentation if required during the tender evaluation.	**S**	**P**
10.	Any other relevant follow up, correspondence and meetings with customer.	**P**	**S**
	POST-BID RESPONSIBILITY (In The event of winning the contract)		
1.	Signing of contract with the [The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003]	**P**	**N**
2.	Submission of PBG to [The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003]	**J**	**J**
3.	Submission of back to back PBG to BECIL	**N**	**P**
4.	Any relevant follow up, correspondence and meeting with the customer	**P**	**S**
5.	Executing the entire Scope of Work to the satisfaction of the [The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003] .	**S**	**P**
6.	Providing project finance/working capital for timely execution of the project.	**N**	**P**

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 [**The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003**] 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

6.1The term of this agreement shall to be for ____Months ("Term") from the date of signing of this agreement ("Effective Date") or till the completion of the project & release of all payments thereof whichever is later. 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 EOI & [**The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003**] 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 [**The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003**] as per the Primary tender requirement.

7.2 [vendor name] will provision for Back to Back EMD of equal amount to BECIL, except in case the [vendor name] 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 [vendor name] 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 [**The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003**] .

7.5. [vendor name] will raise its invoices to BECIL based on milestone completion. BECIL will then raise the invoices to [**The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi**

110003] (as per relevant clause of primary tender) after getting the relevant documentary proofs of successful completion of the said milestones from [vendor name].

7.6 BECIL shall be entitled to keep **%** of the project value (of bid value including taxes submitted by BECIL to [**The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003**]) as its project management consultancy.

7.7 Upon receipt of corresponding payment from the [**The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003**] , BECIL shall disburse the payment to [vendor name] within 15 days of receipt of the payment from [**The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003**] 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 [vendor name] would be inclusive of all statutory taxes/ GST. BECIL will consider invoices raised by [vendor name] 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 [vendor name]. Also, the Salaries paid to the manpower deployed on the payroll of BECIL, specifically employed for this project shall be recovered from [vendor name].

7.10 Salaries paid to the manpower deployed on the payroll of BECIL and Office rent paid for this project as per clause 7.9 above, shall be recovered by BECIL from the stage-wise Milestone payments payable to [vendor name].

7.11 Notwithstanding anything contained in any other agreement, document, correspondence, arrangement between the parties in respect of [**The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003**] Tender/ Works / Projects, [vendor name] understands, agrees and undertakes that:

7.11.1 [vendor name] participated in BECIL's EOI and that all terms & conditions of the BECIL's EOI shall apply to [vendor name].

7.11.2 The payments terms between BECIL & [vendor name] are on back-to-back basis and the payment shall be released by BECIL only if and when received by BECIL from [**The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003**] and subject to terms & conditions of agreement and submission of complete required documents.

7.11.3 [vendor name] 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 [**The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003**] . BECIL shall not be responsible in any manner whatsoever for any delay in releasing the payments or

withholding of payments by [**The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003**] .

7.11.4 The (day) date of delivery of goods and/or rendering of services by [vendor name] shall be the date or realization of payment from the [**The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003**] once the goods and/or services are accepted by [**The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003**] .

7.11.5 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 [**The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003**] .

7.11.6 If in the instant contract, [vendor name] 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 [**The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003**] Tender, the [vendor name] agrees to forgo its rights under this Act and Policy.

7.11.7 An advance payment may be made to the selected agency, only if BECIL, receives an advance from the customer, provided the selected agency submits a bank guarantee (BG) of the **against Submission of 110% of advance amount** to BECIL in addition to the PBG.

7.6.1 [vendor name] 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 [vendor name]. Further [vendor name] hereby agrees that BECIL reserves the right for reimbursement of any such cost incurred out of the aforesaid noncompliance(s). [vendor name] will provide proof of payment of GST i.e. GSTR-1, GSTR-3B, etc. for taking GST payment from BECIL against invoices.

7.7 Any sum of money due and payable to [vendor name], under this contract for [**The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003**] 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.

7.8 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 [vendor name].

7.14. Payments shall be released to [vendor name] only on satisfactory

acceptance of the deliverables by [**The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003**] for each task and release of payment by [**The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003**] as per the schedule given at clause primary tender of [**The Additional Director General, All India Radio, AIR & Doordarshan,8th Floor,Soochna Bhawan,CGO Complex, New Delhi 110003**] and Corrigendum issued thereof.

ARTICLE 8: GENERAL TERMS & CONDITIONS

33. 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.

34. INTELLECTUAL PROPERTY RIGHTS:

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

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

2.7. The Bidder shall not incorporate any materials, technology or any item or thing that involves the use of intellectual property rights or proprietary rights that the Bidder does not have the right to use or that may result in claims or suits against BECIL arising out of claims of infringement of any intellectual property rights or other proprietary rights.

2.8. 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.

35. LAND AND BORDER PROVISION

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

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

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

36. INDEMNITY

4.3. 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:

c) Any Compensation/ claim or proceeding by any third party against BECIL arising out of any act, deed or omission by the Bidder;

d) Any breach by the Bidder 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.

4.4. That BECIL shall have no liability whatsoever for any injury/death to the Bidder or its staff caused or suffered during the performance of its's obligations hereunder

37. SIGNING OF NON-DISCLOSURE AGREEMENT

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

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

38. CODE OF INTEGRITY

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

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

i) 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.

j) 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.

k) Any financial or business transactions between the Bidder and any official of BECIL related to tender or execution process of contract, which can affect the decision of BECIL directly or indirectly.

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

m) Obstruction of any investigation or auditing of a procurement process.

n) Making false declaration or providing false information for participation in a tender Process or to secure a contract.

39. CONFLICT OF INTEREST

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

g) Directly or indirectly controls, is controlled by or is under common control with another Bidder; or

h) Receives or have received any direct or indirect subsidy/ financial stake from another Bidder; or

i) 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

j) Has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or

k) 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

l) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Details Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc.)of this Tender process; or has a close business or family relationship with a staff of the Procuring Organization who:

(iii) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or

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

40. UNDUE INFLUENCE

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

8.4. Any breach of the aforesaid undertaking by the Agency/Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Agency) or the commission of any offers by the Agency or anyone employed by him or acting on his behalf, as defined in the Bharatiya Nyaya Sanhita, erstwhile

known as the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle BECI to cancel the contract and all or any other contracts with the Agency and recover from the Agency the amount of any loss arising from such cancellation, from the present or from any other contract with BECIL.

41. UNLAWFUL/UNETHICAL PRACTICES

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

41.2 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.

41.3 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:

42. PENALTY FOR BREACH OF INTEGRITY, CONFLICT OF INTEREST AND UNDUE INFLUENCE

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

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

42.3 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.

43. BLACKLISTING/ DEBARMENT

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

44. RISK AND COST CLAUSE

12.11. In case of persistent breach/default of the terms and conditions of the Contract and due to abnormal delay (beyond the maximum late delivery in the Liquidated damages clause) in supplies, defective supplies or non-fulfilment of any of the terms and conditions of the EOI and the Work Order, BECIL may

cancel the contract/Work Order in full or part thereof, and will procure supplies/equipment's or ensure the execution of work or any pending service in case of service contract from other willing vendor at the risk and cost of the Bidder.

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

12.13. 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.

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

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

12.16. If BECIL finds that materials supplied/works carried out are not of correct quality, quantity and are not according to required specifications or are not satisfactory owing to any reason of which BECIL will be the sole judge.

12.17. In the event of failure , by the Successful Bidder to replace the defective item/workmanship in accordance with the timeline as enumerated under the warranty and the Guarantee clause of the Main tender

12.18. In the vent of failure to conduct the inspection and other quality check

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

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

45. PENALTIES

13.3. 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.

13.4. 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.

46. CONFIDENTIALITY

3. 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.

4. 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.

47. RIGHT TO INSPECTION

15.3 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.

15.4 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.

48. TERMINATIONS

16.5. Termination of Contract by BECIL due to unsatisfactory performance

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

d) To terminate the contract without prejudice to any other remedy available under the Contract. That a notice of cure, highlighting the deficiency or problem shall be served on the Agency /Bidder by BECIL, with an opportunity to cure the same within a period of 15 days. That on the non-resolution of deficiency, a notice of termination shall be served on the Agency/Bidder and the Contract shall be deemed terminated after a period of 15 days from the date of notice of termination.

16.6. Termination due to Breach

c) 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.

d) The following sub-clauses shall attract the provision of termination, on the occurrence of the following events -:

(vii) If the Bidder has abandoned or repudiated the Contract;

(viii) If the Bidder has without valid reason failed to commence work on the project promptly;

(ix) 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;

(x) 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;

(xi) If the Bidder has obtained the contract as a result of undue of influence or adopted unethical means/ corrupt practices.

(xii) if the information submitted/furnished by the Bidder is found to be incorrect;

16.7. Termination due to Insolvency

c) 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 :-

d) 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.

16.8. 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.

49. POST TERMINTION RESPONSIBILITY

17.5. In all cases of termination herein set forth, the obligations of BECIL to pay shall be limited to the period upto the date of termination, subject to the receipt of such payment from the Client.

17.6. 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.

17.7. 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.

17.8. That in the event of termination under clause 17.1 and 17.2 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.

50. NOTICES

18.2. 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 Ltd,
C-56/ A-17, Sector-62, Noida-201307, U.P., India.
Email: rajender@becil.com

51. 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.

52. AMENDMENT:

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

53. ARBITRATION

21.3. Conciliation of Dispute

c. 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.

d. 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.

21.4. Reference of Dispute to Arbitration proceeding post conciliation

j) 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.

k) 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.

l) 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,

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

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

o) 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.

p) 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.

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

r) 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 the selected agency/Bidder in all respects.

54. 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.

55. Force Majeure

23.4 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.

23.5 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 EOI , and avoid or overcome with persistent effort in carrying out its respective obligations.

23.6 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.

56. SUBCONTRACTING

The Bidder shall not subcontract the entire or any portion of the work.

57. EXTENSION OF TIME

25.1 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.

25.2 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.

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

58. ASSIGNMENT:

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

26.5 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.

26.6 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.

59. CONSORTIUM AND OUTSOURCING:

Consortium /Joint ventures are not allowed.

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

60. COMPLIANCE WITH APPLICABLE LAW:

Each Party to the Contract/ Agreement / work order accepts that its individual conduct shall (to the extent applicable to it) always comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken. In case of changes in such laws, rules and regulations which result in a change to the Services, shall be dealt with as an exceptional situation with the objective to realign the part getting violated under the revised laws with minimal changes to achieve the objective existent prior to the change. For avoidance of doubt, the obligations of the Parties to the Contract are subject to their respective compliance with all local, state, national, supra-national, foreign and international laws and regulations.

61. 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.

62. ENTIRE CONTRACT:

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

63. LIQUIDATED DAMAGES

31.7 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:

31.8 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)

31.9 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.

31.10 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)

31.11 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.

31.12 In case there is a delay in supply/ completion of the entire supply/ any portion of scope of work as per the client's tender, due to delay in supply of any particular sub unit/ equipment/ material, , then the entire affected portion of scope of work/Supply delayed as a result, shall considered for the calculation of Liquidated damages in terms of the clause 3.12.2 and 3.12.5 of the Main Contract I.e. the RFP (: ADG(E-NZ)/02/2025-26/AIR-EP dated 18-12-2025))

64. 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.

65. SAFETY COMPLIANCE

The Contractor shall be solely responsible for ensuring the safety of all personnel, including its employees, subcontractors, and agents, involved in work performed on or near high towers. Without limiting the generality of the foregoing, the Contractor shall implement and strictly adhere to the following safety measures and requirements: 1. Compliance with Regulations: The Contractor shall comply with all applicable local, state, and national safety laws, regulations, codes, and standards pertaining to work at height, including but not limited to regulations concerning fall protection, scaffolding, ladders, lifting equipment, and electrical safety. 2. Risk Assessment and Safety Plan: Prior to commencing any work on high towers, the Contractor shall conduct a comprehensive risk assessment to identify all potential hazards associated with the work. Based on this assessment, the Contractor shall develop a detailed site-specific safety plan. This plan shall outline the specific safety procedures, equipment, and precautions to be implemented to mitigate identified risks. The Contractor shall ensure that all personnel involved in the work are thoroughly briefed on and understand the safety plan. 3. Fall Protection: The Contractor shall provide and ensure the proper use of appropriate fall protection systems for all personnel working at heights of six (6) feet or more above a lower level. This includes, but is not limited to, the provision and mandatory use of personal fall arrest systems (PFAS), safety harnesses, lanyards, anchor points, safety nets, guardrails, and other fall prevention measures as deemed necessary by the risk assessment and applicable regulations. All fall protection equipment shall be inspected regularly by a competent person in accordance with manufacturer's instructions and applicable standards. 4. Competent Personnel: All personnel involved in work on high towers, including those erecting, dismantling, inspecting, or using scaffolding, operating lifting equipment, or performing any other high-risk activities, shall be competent

and adequately trained for the specific tasks assigned to them. 5. Safe Access and Egress: The Contractor shall establish and maintain safe means of access to and egress from all work areas on high towers. This includes the provision of safe and stable ladders, scaffolding erected and inspected by competent personnel, personnel hoists, or other approved methods. 6. Weather Conditions: The Contractor shall monitor weather conditions and shall cease work on high towers if conditions such as high winds, lightning, heavy rain, or other adverse weather pose a safety risk to personnel. Work shall only resume when weather conditions are deemed safe by a competent person. 7. Emergency Procedures: The Contractor shall develop and implement comprehensive emergency procedures to address potential incidents such as falls, injuries, or equipment malfunctions. These procedures shall include provisions for prompt rescue, first aid, and communication. Emergency contact information and evacuation plans shall be readily available at the worksite. 8. Inspections and Audits: The Contractor shall conduct regular inspections of all safety equipment and procedures to ensure ongoing compliance with the safety plan and applicable regulations. 9. Indemnification: The Contractor shall indemnify and hold harmless the Client from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any failure by the Contractor or its personnel, subcontractors, or agents to comply with the safety requirements set forth in this clause. The Contractor acknowledges that ensuring the safety of workers on high towers is of paramount importance and agrees to take all necessary precautions and implement best practices to prevent accidents and injuries.

Annexure M

LAND BORDER DECLARATION CERTIFICATE

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

Tender Document No: ..... Date: .....
Bidder's Name, Address & contact details: .....
Bidder's Reference No. ..... Date: .....

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

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

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

Penalties for false or misleading declarations:

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

_____
(Signature with date)

_____
(Name and designation)

Duly authorized to sign Bid for and on behalf of

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

NON-DISCLOSURE AGREEMENT

For Tender Reference No.- ..... dated .....

THIS AGREEMENT is made on this the ..... day of ..... 2025 at ....., by and between:

M/s Broadcast Engineering Consultants India Limited, a Mini Ratna, Public Sector Enterprise, falling under the purview of the Ministry of Information and Broadcasting under the Government of India having its Registered Office at 56-A/17, Block-C, Sector-62, Noida -201301 (U.P.) and Head Office at 14-B IP Estate Ring Road, New Delhi -110002 acting through **.....[*name of officer*]**, authorized vide a Board Resolution dated ..... Hereinafter referred to as "**BECIL or "Disclosing Party ")** which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns.

AND

M/s ....., a Private Limited Company incorporated on ..... under the purview of the provisions of the Companies Act 1956, having its registered address at ..... authorized vide a Board Resolution dated ....., Hereinafter referred to as the "Second Party" or "Receiving Party") which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representative and permitted assigns

Whereas Broadcast Engineering Consultants India Limited is an ISO 9001:2015, 27001:2013, ISO/IEC 20000:2012 is a certified, Mini Ratna, Central Public Sector Enterprise (CPSE) falling under the purview of Ministry of Information and Broadcasting, Government of India, and was established on 24th March 1995. That M/s BECIL provides Project Consultancy services, turnkey solutions, System integration, Operation & Maintenance services for the entire gamut of radio and television broadcast engineering projects and has also gradually 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 center and Communication Intelligence

Whereas M/s BECIL has floated a RFP /Tender with reference no. ..... dated ..... for the selection of an agency for the execution of the .....

WHEREAS in pursuance to this RFP, it is recognized that certain confidential information shall be disclosed by BECIL to the Receiving Party That the Confidential Information shall belong to BECIL/Disclosing Party as the case may be and shall be transferred to the Receiving Party to be used only for the business purpose and hence there is a need to protect such information from un-authorized use and disclosure

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

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 w.

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. advice 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 amicabily 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 empanelled 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 authorized 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 enforce-ability 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

15. 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. **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, recognized 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 authorized person : Rajender Singh
Contact: +91 8130190475
E-mail: rajender@becil.com

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. _____

UNDERTAKING

This Undertaking is made on this ---------- day of ---------- 2025 by----------

M/s (NAME OF THE BIDDER) ----------, having its registers office at ----------(address) (Hereinafter refer to as the " Bidder/Agency" , which expression shall unless repugnant to the context or meaning thereof , be deemed to include its successors , legal representatives and permitted assigns

IN FAVOUR OF

M/s Broadcast Engineering Consultants India Limited, a Mini Ratna, Public Sector Enterprise, falling under the purview of the Ministry of Information and Broadcasting under the Government of India having its Registered Office at 56-A/17, Block-C, Sector-62, Noida -201301 (U.P.) and Head Office at 14-B IP Estate Ring Road, New Delhi -110002 acting through **.....[*name of officer*]**, authorized vide a Board Resolution dated ..... Hereinafter referred to as "**BECIL or "Main Contractor ")** which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns.

WHEREAS

Main Contractor, has entered into a---------- Agreement with the Client for execution of the (Name/description with the RFP/EOI Number and date) ("the Project")

The Main Contractor has, on a back to back basis entered into a Subcontract Agreement dated --------- with the Subcontractor/ Bidder for the execution of certain works under the Project.

As per the terms of the Subcontract Agreement, the Main Contractor shall release the Payment to the Subcontractor only after receiving the Payment from the Client

N**ow therefore, the Subcontractor hereby undertakes and agrees as follows-:**

1. The Subcontractor acknowledge and confirms that the Main Contractor shall be liable to make payments only upon receipt of corresponding payments from the Client. Accordingly, the Subcontractor shall not raise any claims, demands, interest, compensation or initiate any legal proceedings against the Main Contractor for any delay in payment arising out of delayed release of funds by the Client.

2. The Subcontractor waives any rights under the Micro Small and Medium Enterprise Development Act 2006(MSME Act) or any similar legislation or regulation to the extent such rights conflict with the agreed payment terms under the Subcontract Agreement. The Subcontractor further waives its right to claim interest on the delayed payment by the Main Contractor under the Micro Small Medium Enterprise Development Act 2006 (MSMED) or any similar legislation or regulation for the time being in force in India

3. The Subcontractor expressly agrees that any delay in payment by the Client shall not constitute a breach of the Main Contractor's obligations under the Subcontract Agreement and the Main Contractor shall not be held liable for any consequence arising thereon

4. The Subcontractor shall duly comply with all applicable labor laws and statutory obligations , including but not limited to timely deposit of Employees Provident Fund (epf) employees state Insurance (ESI)., Labor welfare connection and any other dues applicable to its employees or workers engaged in concern action with this Project.

5. The Subcontractor expressly agrees and undertakes that in the event of any delay in payments by the Client to the Main Contractor , resulting in the corresponding delay in payments to the Subcontractor , the Subcontractor shall ensure that no claims , demands. Legal proceedings or actions are initiated or raised by any of its vendors, labor contractors, sub-contractors, workers, employees or nay third party by the Subcontractor against the Main Contractor.

6. The Subcontractor shall at all times and particularly during such periods of payment, delay defend, indemnify and hold harmless the Main contractor from and against any and all liabilities, claims, proceedings, demands, losses, penalties, damages, or costs (including legal expenses) arising directly or indirectly from any such third party claims relating to non-payment or delayed payment by the Subcontractor or its agents.

7. The obligation shall survive the termination or expiry of the Subcontract Agreement and this Undertaking

8. The Subcontractor further agrees and undertakes that in the vent of the agreement between the Client and the Main Contractor is terminated, cancelled or otherwise comes to an end for any reason whatsoever, this Undertaking shall remain valid, binding and enforceable, and the Subcontractor shall continue to be bound by the terms here in, including it waiver of claims and indemnity obligations arising from or related to or delayed or non-payment by the Client.

9. That the Undertaking shall be binding on the Subcontractor and shall remain valid and enforceable for the entire duration of the Subcontract Agreement and any extension thereof.

IN WITNESS THEREOF, this Subcontractor has executed this UNDERTAKING on this day ------ of 2025

For Subcontractor

NAME'

ADDRESS

SEAL

WITNESS

1.

2.