

**EXPRESSION OF INTEREST**

**FOR**

**SELECTION OF BACKEND PARTNER/SYSTEM INTEGRATOR FOR  
ADVERTISEMENT BY WAY OF BUS BODY WRAPS IN DTC ELECTRIC-BUSES FOR DELHI TRANSPORT  
CORPORATION**

**EOI No. BECIL/PROJ/BP/E-BUSES/DTC/25-26/EOI**

**Dated: 06/02/2026**

**Issued By**

**Mr. Bipin B. Pandey (DGM)**

 <p>बेसिल BECIL</p>	<p><b>Broadcast Engineering Consultants India Limited</b> <b>(A Government of India Enterprise) CIN No. :</b> <b>U32301UP1995GOI017744</b></p> <p><b>Corporate Office:</b> <b>BECIL BHAWAN, C-56-A/17, Sector-62, Noida-201 307Tel: 0120</b> <b>4177850, Fax: 0120 4177879</b></p> <p><b>Head Office:</b> <b>14-B Ring Road, IP Estate, New Delhi- 110002Tel: 011</b> <b>23378823, Fax: 01123379885</b> <b>Web: <a href="http://www.becil.com">www.becil.com</a></b></p>	
--	--	---

## 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.

## TABLE OF CONTENTS

S.No.	Description	Page No.
1.	SECTION-I: INTRODUCTION AND BRIEF DESCRIPTION	4
2.	SECTION-II: IMPORTANT DATES (SCHEDULE AND CRITICAL)	10
3.	SECTION-III: EOI NOTICE & GENERAL TERMS AND CONDITION	15
4.	SECTION-IV: SCOPE OF WORK	30
5.	SECTION-V: ELIGIBILITY CRITERIA AND EVALUATION	31
6.	SECTION-VI: ENCLOSURES AND ANNEXURES	35
7.	ANNEXURE A: PRE-CONTRACT INTEGRITY PACT	35
8.	ANNEXURE B: BECIL'S BANK MANDATE	39
9.	ANNEXURE C: PARTICULARS OF THE BIDDER	40
10.	ANNEXURE D: ANNUAL TURNOVER AND NET WORTH	41
11.	ANNEXURE E: PROFORMA OF LETTER OF UNDERTAKING FOR BID VALIDITY	42
12.	ANNEXURE F: BID COVERING LETTER	43
14.	ANNEXURE G: CREDENTIALS SUMMARY	44
13.	ANNEXURE H: SELF-DECLARATION FOR NON-BLACKLISTING	45
14.	ANNEXURE I: UNDERTAKING REGARDING PAYMENT OF GST	46
15.	ANNEXURE J: POWER OF ATTORNEY FOR SIGNING OF BID	47
16.	ANNEXURE K: LAND BORDER DECLARATION CERTIFICATE	48
17.	ANNEXURE L: UNPRICE BOQ	49
18.	ANNEXURE M: MSME UNDERTAKING	54
19.	ANNEXURE N: PRE-BID AGREEMENT	55

**SECTION -I**

**INTRODUCTION AND BRIEF DESCRIPTION**

## 1. INTRODUCTION

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

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

**Delhi Transport Corporation under Government of NCT of Delhi has floated a tender vide No. DTC/PUB/2025/199, Dated: 10-12-2025 for Tender for Selection of an Agency for Advertisement by Way of Bus body wraps in DTC Electric-Buses for Delhi Transport Corporation || CED**

## 3. ELIGIBLE BIDDERS

That the Prospective Bidder or its Allied firm or sister concern should not be blacklisted/debarred or put on holiday, by BECIL or any other Public sector Enterprise or a Government Body, as on the date of submission of the bid.

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

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

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

## 4. COST OF BIDDING

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

## 5. ASSURANCE

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

## 6. CONTENTS OF THE BIDDING DOCUMENT

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

- i. Annexure -I Introduction and Brief Description

- ii. Annexure II- Schedule Of Dates
- iii. Annexure III- General Terms and Conditions
- iv. Annexure IV- Scope of Work and Specification
- v. Annexure V- Bid Evaluation and Matrix
- vi. Annexure VI- Enclosures and Forms

## 7. ADDENDUM/AMENDMENT TO THE BIDDING DOCUMENT

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

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

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

## 8. LANGUAGE OF THE BID

That the Bid and all correspondences and communication in connection with this Bid shall be in English language. The supporting documents to be submitted by the Bidder may be in another language provided they are accompanied by a certified translation. However, BECIL may also translate the documents on its own to avert the possibility of any irregularity and ambiguity.

## 9. EARNEST MONEY DEPOSIT

**EMD/ Bid Security:** The Bid Security amounting to **Rs. 81, 28,080 /-** (**Rupees Eighty One Lakhs Twenty Eight Thousand Eighty Only**) will be submitted with bid by all the bidders in the form **online transfer only**. Exemption to MSME MSE and Startup shall be given as per Gol guidelines. The EMD submitted is refundable and no interest will be paid. The EMD will be refunded, in case work is awarded to BECIL on the submission of Performance Bank Guarantee and in case of unsuccessful bid, immediately after the fact came to BECIL knowledge.

That the Earnest money deposit has been sought with an intent to protect the interests of M/s BECIL against the conduct of the Bidder which shall warrant the forfeiture of the earnest money deposit.

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

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

Exemption to MSME MSE and Startup shall be given as per Gol guidelines. Notwithstanding any

contained in the Contract, the Earnest money deposit shall be forfeited in the following circumstances:-

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

## **10. INTENT AND IMPORTANT ASPECTS OF THE EXPRESSION OF INTEREST (EOI)**

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

BECIL intends to onboard a **Back-end Partner/System Integrator**. The selected partner will support BECIL in the execution of e-Procurement Tender No **DTC/PUB/2025/199, Dated: 10-12-2025** titled **“Tender for Selection of an agency for Advertisement by Way of Bus Body Wraps in DTC Electric-Buses for Delhi Transport Corporation”**.

The intent of this EOI is to select a Back-end Technology Partner of BECIL, subsequently work with BECIL for the above-mentioned tender if work gets awarded to BECIL. An MOU/ Agreement will be signed by BECIL with the Back-end Technology partner selected through this EOI, for preparation of bid and/ or participation in the above-mentioned tender.

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: -

- a. 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.
- b. 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, Payment Terms, SLA conditions, Liquidity Damages, and any other penalties etc.

## **11. Bank details for provisioning of EMD:**

**Beneficiary Name:** Broadcast Engineering Consultants India Limited

**Bank Name:** HDFC Bank

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

**Account Number:** 50200076192513

**Type of Account:** DOD Account

**IFSC Code:** HDFC0000088

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

The successful bidder shall deposit a Performance Bank Guarantee equivalent to 6 Months License Fees payable to BECIL which shall be valid for the duration of the contract. It shall be submitted in the form of a DD, Banker's cheque, FDR and Bank Guarantee from any Bank Licensed by RBI. If it is in the form of FDR and Bank Guarantee, the instrument should be valid for the entire contract period plus six months beyond the completion of contract period. The Performance Bank Guarantee shall be submitted within 15 days of issue of Letter of Intent. The Performance Bank Guarantee shall be released after all dues paid to BECIL by the bidder at the time of end of the contract period.

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 110% of amount to BECIL in addition to the PBG.**

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

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

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

Bidders to note that the opening / evaluation of the responses will be subject to accord of Extension of last date of bid submission in the primary tender

SECTION –II

**IMPORTANT DATES (SCHEDULE AND CRITICAL DATES)**

**SECTION –II**  
**IMPORTANT DATES (SCHEDULE AND CRITICAL DATES)**

**1. INSTRUCTIONS FOR E-TENDERING PORTAL OF BECIL**

**1.1 E-TENDER PORTAL FEE**

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

	ACTIVITY	SCHEDULED DATE & TIME
1.	EOI Number	EOI No. BECIL/PROJ/BP/E-BUSES/DTC/25-26/EOI
2.	Method of selection	Highest Bid(H1) (in INR)
3.	Date of Issue of EOI	Dated: 0 6 . 0 2 . 2026
4.	Last date and Time for Submission of bids	10.02. 2026 @ 12:00 PM Hrs.
5.	EOI shall be opened on	10.02. 2026 @ 12:30 PM Hrs.
6.	Availability of Document	<a href="https://www.becil.com">https://www.becil.com</a>
7.	RFP document Fee (Form Fee) (Non-Refundable)	INR 17,700/- (incl GST) Form Fees (non-transferrable & non-refundable) payable through online transfer
8.	EMD/ Bid Security	Rs. 81, 28,080/- to be submitted with the bid. For detail refer clause 11 page no. 9
9.	Estimated Bid Value	Rs. 27,09,36000/-
10.	Address for Communication of bids	BECIL Bhawan, C-56 / A -17, Sector - 62, Noida – 201307.
11.	Contact details for this EOI	Sh. Bipin B. Pandey, DGM Tele- 0120-4177850 Email- <a href="mailto:bipin.pandey@becil.com">bipin.pandey@becil.com</a>

SECTION –III

EOI NOTICE & GENERAL TERMS AND CONDITIONS

**SECTION –III**  
**EOI NOTICE & GENERAL TERMS AND CONDITION**

**1. EOI NOTICE**

1.1 Broadcast Engineering Consultants India Limited (BECIL) invites Expression of Interest (EOI), through online mode, for selection of a Back end Technology partner of BECIL, for collaborating with BECIL for participating in **e-Procurement Tender No DTC/PUB/2025/199, Dated: 10-12-2025 titled “Tender for Selection of an agency for Advertisement by Way of Bus Body Wraps in DTC Electric- Buses for Delhi Transport Corporation.**

1.2 The duly signed Hard Copy of the Bid/ Techno Commercial Proposal is to be submitted in a separate envelope packed and sealed envelope, in Tender Box, BECIL BHAWAN C56/A17 Sector 62 Noida (UP) 201307.

**1.3 TWO BID SYSTEM**

All bidders are required to submit their offer in two covers as under:-

**First Cover (Technical Bid) should contain the following:-**

- (i) Tender documents duly completed and signed BUT WITHOUT INDICATING THE RATE QUOTED.
- (ii) The details of the offer along with the supporting documents.

**Second Cover (Financial Bid) should contain the following: -**

- (i) Details of rate, taxes, duties, if any, quoted by the bidder. These details should be submitted on their letter head.

Both the above-mentioned cover should be sealed separately and therefore be kept in a third cover and sealed again.

This cover should also be superscribed with:

**“Proposal Tender for Selection of an agency for Advertisement by Way of Bus Body Wraps in DTC Electric- Buses for Delhi Transport Corporation”** for against tender enquiry no. **BECIL/PROJ/BP/E-BUSES/DTC/25-26/EOI** dated 06<sup>th</sup> February 2026, so as to reach us on or before 10<sup>th</sup> February 2026 at 12:00 hrs.

The composite bid i.e. rate indicated in the Technical bid openly in tender is liable to be rejected. Only the first cover i.e. Technical bid shall be opened on the date of tender opening.

The words “**TECHNICAL BID**” should be written clearly and prominently on the First cover along with tender no. Similarly, the words “**FINANCE BID**” should be written clearly and prominently on the second cover along with Tender No.

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

**To,  
Shri Bipin B. Pandey,  
Deputy General Manager  
Broadcast Engineering Consultants India Limited  
C-56/A-17, Sector-62, Noida,  
Uttar Pradesh-201307**

- 1.3 Bidders shall have to submit an amount of Rs. 17,700/- through RTGS/ NEFT to BECIL (Bank Mandate Form Enclosed) 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, and Uttar Pradesh-201307. The cost of EOI document is non-refundable.
- 1.4 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. EOI Documents which are not legible shall be rejected.
- 1.5 The representative of agency will require a specific authorization/ board resolution to submit the EOI.
- 1.6 In case the bidder has any doubt about the meaning of anything contained in the EOI document/pre-bid queries, they shall seek clarification within 2 days of issue of EOI. Except for any written clarification by Shri Bipin B. Pandey, DGM, BECIL, no written or oral communication, presentation or explanation by any other employee of BECIL shall be taken to bind or fetter BECIL under the contract. In case of such clarification or otherwise, the extension in the bid submission date of the EOI shall be entirely on the discretion of BECIL taking into the consideration of end client’s tender submission due date.
- 1.7 The Management of BECIL reserves the right to amend or withdraw any of the terms and conditions mentioned in the EOI Document or reject any or all the bids without giving any notice or assigning any reason. The decision of the CMD, BECIL in this regard shall be final and binding on all.
- 1.8 BECIL reserve the right to amend any term of the EOI at any point of time before the submission and bidder should regularly check the website. Further, BECIL also reserves to increase/ decrease/ delete/ add any BOQ item. Further any amendment done by client after the selection of bidder, all the amendment will be applicable. In case of non-acceptance of such amendment, the EMD submitted will be forfeited by BECIL and blacklisting of agency may be done for a minimum period of 3 years from participating in BECIL EOI/tenders

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

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

1.11 Participation in the EOI by any bidder will be on "NO COST NO COMMITMENT" basis. The Bidder shall bear all cost associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges, authentication charges and any associated charges including taxes & duties thereon. Further, BECIL will in no case be responsible or liable for these costs, regardless of the outcome of the bidding process.

1.12 **For Consortium : Not Applicable**

## **2. SUBMISSION OF EOI**

**2.1 EOI, complete in all respects, must be submitted offline.**

2.2 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.

2.3 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.

2.4 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.

2.5 The bidders will bear all costs associated with the preparation and submission of their bids. BECIL will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

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

2.7 The EOI should be duly signed on each page by authorized person. Documents authorizing the signatory /Power of Attorney must accompany the bid.

2.8 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

2.9 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.

2.10	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 6 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
	<del>(o)</del>	<del>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.</del>
	(p)	Declaration regarding acceptance of Terms and conditions of EOI.
	(q)	Undertaking for compliance with signing of Non-disclosure agreement as per clause 35 below.
	(r)	Undertaking for payment of EMD/ Bid Security if selected
	(s)	Undertaking regarding absence of Conflict of Interest

### **3. OPENING OF EOI**

3.1 The bids submitted against this EOI shall be opened on **10.02. 2026 @ 12:30 PM Hrs.** BECIL reserves the right to change the date of opening of bid.

3.2 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. GENERAL TERMS & CONDITIONS OF EOI**

4.1 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/PROJ/BP/E-BUSES/DTC/25-26/EOI**  
Submitted by: [Firm/Company name]

4.2 All bids are to remain valid for minimum of 180 days from the date of submission. BECIL reserve the right to seek the extension of bid validity.

4.3 BECIL reserves the right to solicit additional information from bidder/OEM/ Implementation Agency to evaluate which bid best meets the need of the Project. Additional information may include, but is not limited to, past performance records, lists of available items of works which will be done simultaneously with the project, on-site visit and evaluations by BECIL personnel, or any other pertinent information. It will be vendor's responsibility to check for updated information on website <https://www.becil.com>. BECIL reserves the right to cross verify the information directly with client.

4.4 BECIL reserves the right to waive off any deviations, accept the whole or part thereof or reject any or all bids and to select the bidder/OEM/Implementation Agency(s) which, in the sole opinion of BECIL, best meets the project's interest. BECIL also reserves the right to negotiate with potential bidder/OEM/Implementation Agency(s) so that its best interest to fulfil the need of project is served.

4.5 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.

4.6 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.

4.7 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 fulfil its commitment in case order is awarded to them. In case the selected agency is not able to perform, the work under reference will be done at risk & cost of the selected agency (successful bidder). EMD or PBG as the case may be will be forfeited by BECIL

4.8 Any dispute or difference or claim arising out of or in relation to this EOI, including the construction, validity, performance or breach thereof, shall be settled or decided by CMD/Director, BECIL or by any other person to be nominated by CMD/Director. 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.

#### **5 INTELLECTUAL PROPERTY RIGHTS:**

5.1 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.

5.2 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.

5.3 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.

5.4 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.

## **6 LAND AND BORDER PROVISION**

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

## **7 INDEMNITY**

7.1 The Bidder shall indemnify, save, hold harmless and defend BECIL and its officers, servants, employees and agents promptly upon demand and at its expense, from and against any and all suits, proceedings, actions, demands, losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which

BECIL may become subject, insofar as such losses arise out of, in any way relate to, arise or result from:

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

## **8 CODE OF INTEGRITY**

8.1 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/Client 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/Client 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.

## **9 CONFLICT OF INTEREST**

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

- Directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- a) Receives or have received any direct or indirect subsidy/ financial stake from another Bidder; or
- b) 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
- c) 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
- d) 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

- e) 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.

## **10 UNDUE INFLUENCE**

10.1 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/Client 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.

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

## **11 UNLAWFUL/UNETHICAL PRACTICES**

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

11.2 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.

11.3 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:

**12 PENALTY FOR BREACH OF INTEGRITY, CONFLICT OF INTEREST, UNLAWFUL/UNETHICAL PRACTICES AND UNDUE INFLUENCE**

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

12.2 Cancellation/ termination of the Contract with the liberty to recover the accrued losses/damages by the Bidder from the dues payable to the bidder in the present or any contract with BECIL, including imposition of penal damages.

12.3 Initiation of Arbitration /legal proceedings to recover losses or damages incurred by BECIL due to the violation of ethical practice or use of unlawful practices or use of undue influence by the Agency.

**13 BLACKLISTING/ DEBARMENT**

13.1 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.

**14 RISK AND COST CLAUSE**

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

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

14.3 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.

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

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

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

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

## **15 PENALTIES**

15.1 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.

15.2 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.

## **16 CONFIDENTIALITY**

a. 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.

b. 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.

## **17 RIGHT TO INSPECTION**

a. That BECIL and its field officers or its Auditors, shall have the right to carry out inspection checks and tests, and do audit of the Bidder's premises, personnel and records relating to the project in order to ensure there is no compromise on the quality of goods/services provided by the

Bidder to the BECIL and its Client. The BECIL has a right to review and monitor the security practices and control procedures adopted by the Bidder. The Bidder shall produce and make available all such books, records, information, etc., related to project work for the purpose of Inspection/ audit as and when required.

b. 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.

## **18 TERMINATIONS**

### **18.1. 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 RFP, or subsequent work order issued thereto, then it shall be open to BECIL at its option by written notice to the Agency/Bidder to:

b) To terminate the contract without prejudice to any other remedy available under the Contract. That a notice of cure, highlighting the deficiency or problem shall be served on the Agency /Bidder by BECIL, with an opportunity to cure the same within a period of 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.

### **18.2 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;

### **18.3 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 up to an amount to be agreed upon by BECIL for due and faithful performance of the contract.

### **18.4 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.

## **19 POST TERMINATION RESPONSIBILITY**

19.1 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.

19.2 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.

19.3 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.

19.4 That in the event of termination under clause 19.1 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.

## **20 NOTICES**

20.1 Any notice, invoice, approval, advice, report or notification in connection with this Contract shall be in writing and any notice or other written communication pursuant hereto shall be signed

by the party issuing the same and shall be addressed to the BECIL or the Bidder and may be given by delivering the same by hand or sending the same-by prepaid registered mail, official e-mail or facsimile to the relevant address forth below or such other address as each Party may notify in writing to the ether Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given official e-mail or facsimile) or Fifteen (15) clear days after posting (if sent by post) at the Party's principal or registered office address as set out below:

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

## **21 NO WAIVER**

21.1 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.

## **22 AMENDMENT**

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

## **23 ARBITRATION**

### **23.1 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.

## **23.2 Reference of Dispute to Arbitration proceeding post conciliation**

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

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

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

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

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

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

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

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

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

## **24 JURISDICTION**

24.1 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.

## **25 Force Majeure**

25.1 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.

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

25.3 In the case of failure to perform this Agreement due to any force majeure, neither party shall be liable for such failure, nor shall this Agreement be terminated automatically, if the persistence of such force majeure event continues for more than three months. In the case of failure to perform any part of this Agreement due to any force majeure, the party suffering from such force majeure may be exempted from corresponding liability to the extent of the impact of such force majeure. However, such party shall continue to perform other obligations under this Agreement which have not been affected by such force majeure.

## **26 SUBCONTRACTING**

26.1 The Bidder shall not subcontract the entire or any portion of the work to be performed by it, without the prior written consent of BECIL.

## **27 EXTENSION OF TIME**

27.1It 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.

27.2Any 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.

27.3Any extension of time agreed upon mutually shall be documented in writing and signed by both the parties to be affected.

## **28 ASSIGNMENT:**

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

28.2 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.

28.3 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.

### **29 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.

### **30 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.

### **31 ENTIRE CONTRACT:**

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

### **32 LIQUIDATED DAMAGES**

32.1 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:

32.2 In case of any liquidated damages imposed on BECIL by the Client, BECIL shall pass on the entire quantum of liquidated damages to the bidder/ selected agency on back-to-back basis.

32.3 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.

32.4 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) from this Contract or any other contract with BECIL.

32.5 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.

### **33 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.

### **34 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 RFP, 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.

### **35 MSME**

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

35.2 Since the payment is agreed to be on back-to-back basis upon receipt by BECIL from the Client, the Bidder agrees to waive any rights under the Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) or any similar legislation or regulation, to the extent such rights conflict with the agreed payment terms under the Bidder Agreement. The Bidder further waives its right to claim Interest on delayed payment by BECIL, under the Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) or any similar legislation or regulation for the time being in force in India.

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

### **36 PAYMENTS TO DTC BY THE SUCCESSFUL BIDDER:**

36.1 Fixed Monthly License Fees: The bidder shall pay a fixed monthly License Fees per bus. The bidder can quote any sum equal to or higher than Minimum Reserve Price as indicated in the bid. Bidders quoting bid amount less than that shall be summarily rejected.

36.2 Minimum Reserve Price: The Minimum Reserve Price per Bus per Month shall be Rs 5300/-.

36.3 Payment Schedule: In the first month of operations, this shall be paid in proportion to the duration left in that particular month and then followed by monthly payments. The payment due for the previous month shall be deposited by the 10th of the subsequent month.

36.4 GST, as applicable, shall be payable by the successful bidder over and above the due payments to DTC.

36.5 Number Of Buses on Which Monthly License Fees Is Payable:-

36.5.1 The successful bidder shall make payment only for 95% of the fleet strength (DTC shall notify the fleet strength Depot Wise). As for example if the fleet strength is 100, then the successful bidder shall pay monthly License Fees only for 95 Buses). This is being done to factor downtime of DTC on account of repairs / maintenance / accidents etc.

36.5.2 In case due to any reason whatsoever, if DTC withdraws more than 5 % buses of a Depot from operations in a month, then the successful bidder is eligible for rebate in payments (proportion to number of days of downtime) for the additional buses withdrawn. The bidder shall intimate such deviations in writing at the end of the month and make payments to DTC after making deductions for such downtime accordingly.

36.6 The bidder will be granted remission from payment of Monthly License fees due to force majeure.

**37 Tax Deductions:** That the selected bidder shall deduct TDS and then pay balance. BECIL shall provide the PAN Number against which the selected bidder shall deposit TDS and then provide bank challan for the same.

**38 Deductions for Force Majeure:** The successful bidder be exempt for payments of monthly license fees to BECIL In case of force majeure.

**39 Penalty:**

**39.1 Penalty for Delay in Payments:** Any delay in monthly payments (for more than 10 days from the due date) shall attract a fixed penalty @ 2% per month of the due amount. A fixed penalty of 2% per month shall be levied irrespective of the number of days of delay beyond the due date. Non-payment for a continuous period of 6 months shall lead to termination of the contract.

**39.2 Penalty for Oversize Advertisements:** Oversized Advertisements shall not be allowed (beyond the permissible spaces as per area permitted by DTC). If the same is detected, DTC shall impose a penalty @ 10% of the Monthly License fees for each of the bus carrying oversize advertisements, Moreover, the oversized advertisement shall be removed to conform to the tender terms and conditions.

**39.3 Annual Enhancement:** From the date when the first installment becomes effective, the annual increase in fixed monthly License Fees per bus shall be 10% on compounding basis.

**39.4 Payment of Advertisement Tax to MCD:**

If any tax liability, other than 50% revenue sharing with MCDs in Delhi as per OAP-2017, is created on account of advertisement tax, the same shall be borne by the successful bidder over and above the revenues payable to DTC.

**Note: - Rest Term and conditions, payment terms and other conditions will be enforced on the successful bidder on a back-to-back basis in accordance with the client's RFP.**

**RFP Ref:- DTC/PUB/2025/199 Dated: 10-12-2025**

**SECTION –IV**  
**SCOPE OF WORKS**

**1. SCOPE OF WORK/SCHEDULE OF REQUIREMENTS**

1.1 The total number of 852 AC E -buses of 09 depots are available for display of advertisement on Bus Body Wraps on Exterior portion of buses.

S.No.	Name of Depot	No. of AC buses	Minimum Reserve Price (MRP) per bus per month (In INR)	Earnest Money Deposit (EMD)
				(In INR)
1	BBM Depot	70	5300	81,28,080
2	Rohini – 37 (I) Depot	120		
3	Nand Nagri Depot	120		
4	Rajghat – 2 Depot	71		
5	Maya Puri Depot	110		
6	Narayana Depot	110		
7	Mundela Kalan Depot	100		
8	Nehru Place Depot	62		
9	IP Depot	80		
	Total Buses	852		

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

**Client's Tender Reference No: Tender Notice No. DTC/PUB/2025/199, Dated: 10-12-2025**  
**Titled "Tender for Selection of an agency for Advertisement by Way of Bus Body Wraps in DTC Electric- Buses for Delhi Transport Corporation".**

**Website:** <http://govtprocurement.delhi.gov.in>

All the Scope of work and relevant General Condition as well as special condition of the client tender shall be applicable to the selected bidder on back-to-back basis and the same shall be part of the agreement signed between BECIL and selected bidder.

## SECTION –V

### 1. ELIGIBILITY CRITERIA AND EVALUATION

S.No.	Eligibility Criteria	Documents to be submitted
1	A Company registered in India under the Companies Act, 2013 or amendments thereof, or Partnership firms registered under Limited Liability Partnerships (registered under LLP Act, 2008), or partnership registered under the Indian Partnership Act 1932 or Proprietorship Deed.	RoC certificate in case of Company. Partnership Deed in case of Partnership Firm. Self-Declaration on Letter head with PAN & GST numbers in case of Proprietary Firm. Memorandum and Article of Association Other relevant documents in case of company, proprietors and Partnership firm indicating details of Director/ proprietors/ Partner The bidder shall have the registration with EPFO and ESIC. Other registration certificate
2	The <b>bidder</b> 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.	<b>Certificate by the CA.</b>  <b>Note: Certificate must be issued after the publishing of this EOI.</b>
3	The <b>Bidder</b> should not be blacklisted/ debarred/ banned/ restricted by any Union Govt./State Govt./ PSU/Autonomous bodies 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	The Average Annual Turnover of the <b>bidder for</b> the last three financial years ending 31 March 2025 should be at least <b>INR 9 Cr.</b>	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. The bidder has to submit Annual Turnover Certificate for the last 3 years issued & certified by statutory Auditor or Cost Auditor (in the case of companies) or Participating Cost Accountant/Practicing Chartered Accountant (in respect of suppliers other than Companies)

S.No.	Eligibility Criteria	Documents to be submitted
		with Unique Document Identification Number (UDIN). <b>Note: CA certificate must be issued after the publishing of this EOI.</b>
5	The bidder should have positive net worth as per the audited financial results for the last three Financial Years ending 31 March 2025.	
6	<b>Bidder</b> must have the solvency / credit facility / financial capability from the bank for minimum value of <b>INR. 5.40 Cr./-</b>	<b>Undertaking to be submitted on letter head by authorized signatory</b> or Certificate/ Sanction letter from the Scheduled Commercial Bank. Certificate must be issued after the publishing of this EOI. Bank solvency must be issued by Branch manager/equivalent mentioning its name, employee id/signature id and designation.
7	The bidder shall have successfully executed the work(s) confirming to any one of the three criteria listed below during last 3 years, ending on 31.03.2025.  Either One Complete work of Value equal to greater than: INR. 7.20Cr. Or Two Complete work of Value equal to greater than: INR. 5.40Cr. Or Three Complete work of Value equal to greater than: INR 3.60 Cr.  <b>Note:</b> For all those bidders/contractors submitting experience certificate issued by Private Organizations and not by Govt./ Semi Govt./ PSU, the bidder is required to submit TDS Certificate duly Certified and audited by Chartered Accountant having valid UDIN (Unique Document Identification Number) for the cost of work done.	Copies of experience certificate of equivalent document in support of satisfactory completion The experience certificate should be signed by an authorized signatory.
8	All Annexure and Undertakings / information requested by client in tender document should be submitted to BECIL on back to back basis.	Relevant annexures as per bidder eligibility to be provided as per original tender.

System Integrator (SI) can only participate in the tender for complete quantities as per SOW.

Bidder is required to submit notarized translation in English, if language of any of the above documents is any language other than English.

## **2. PRELIMINARY EVALUATION**

2.1 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.

2.2 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.

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

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

## **3. EVALUATION PROCESS**

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

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

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

3.4 BECIL will review the proposal to determine whether the proposals are as per the requirements laid down. Proposals that are not in accordance with these requirements will be liable to be disqualified at BECIL's discretion.

3.5 Evaluation of proposals shall be based on:

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

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

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

3.7 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.

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

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

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

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

#### **4. FINANCIAL EVALUATION:-**

4.1 Bidders are advised to quote the **basic rate (per month per bus, excluding GST)** in the BOQ as per the prescribed Price Bid format. The successful bidder shall be determined on the basis of the **highest quoted basic rate offered to BECIL**, ranked as **H-1**, where H-1 denotes the highest price offered to BECIL.

4.2 The **H-1 bidder** may be called for further negotiations, if required, at the discretion of BECIL.

4.3 A **Pre-Bid Agreement** shall be executed between BECIL and the successfully declared H-1 bidder prior to participation in the end client's tender.

4.4 The **final price quoted in the end client's tender** shall be inclusive of the **BECIL margin**, as determined by BECIL.

4.5 The determination of the **H-1 bidder** shall be based on the **basic rate (per month per bus, excluding GST)** offered to BECIL **along with the margin proposed for BECIL**. Accordingly, the bidder offering the **highest overall financial benefit to BECIL**, by way of the highest basic rate and maximum margin, shall be considered as the H-1 bidder.

4.6 The selected agency shall not be permitted to increase or decrease the price quoted to BECIL at any stage during the submission of the final tender to the end client.

**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 may 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 non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

**FOR AND ON BEHALF OF CONTRACTOR**

**FOR AND ON BEHALF OF PRINCIPAL**

**Annexure-B (BANK MANDATE FORM)**



**HDFC Bank Limited**  
Ansal's Fortune Arcade,  
K-Block, Sector 18,  
Noida - 201301.

**Mandate Form**

The Details for the facilitating the Payment are given below

A	Name of the Beneficiary	BROADCAST ENGINEERING CONSULTANTS INDIA LIMITED
i	Address With Pin Code	BECL Bhawan, C-56/A17, Sector -62, Noida - 201307 (U.P.)
ii	Permanent Account Number (PAN)	AAAC02575L
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	Ansal's 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	50200076192513
vi	MICR Code	110240014
vii	SWIFT Code	HDFCINBB
viii	Bank Account Type	DOD 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](http://www.hdfcbank.com)

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

**(Annexure – C)**

**Particulars of The Bidder**

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

Signature of Authorized Signatory

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

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

**(Annexure – D)**

**Annual Turnover & Net worth**

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

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

Full Name of Bidder (Supplier)

entity: Full Address of Bidder

(Supplier) entity:

	<b>Finan cial Year</b>	<b>Turnover of Bidder</b>	<b>Net worth</b>	<b>Remarks</b>
	2022-23			
	2023-24			
	2024-25			
	Average			

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

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

Signature of Authorized  
Signatory Place: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
Mobile: \_\_\_\_\_  
Email ID: \_\_\_\_\_

**Performa of letter of Undertaking for Bid Validity**

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

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

I/We hereby submit our Bid and undertake to keep our Bid valid for the period of 240 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  
Dy. General Manager  
Broadcast Engineering Consultants India  
Limited BECIL Bhawan, C-56, A/17, Sector-62,  
Noida- 201307

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

Dear Sir/Madam,

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

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

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

We agree to abide by all the terms and conditions of the EOI document. We would hold the terms of our bid valid for <240> 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						

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

General Manager

Broadcast Engineering Consultants India

Limited BECIL Bhawan, C-56, A/17, Sector-62,

Noida- 201307

We, M/s. ----- hereby declare that the firm/company namely M/s. -----

--

-----, as on the date of bid submission, has not been blacklisted or debarred by any of the Northern Government or State Government or any organization under Northern/ 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: \_\_\_\_\_

**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,**

Executed

Accepted

Witnesses

\_\_\_\_\_

**LAND BORDER DECLARATION CERTIFICATE**

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

**EOI Document No: ..... Date: ..... Bidder's Name,**

**Address & contact details:**

**..... Bidder's Reference No.**

**..... Date: .....**

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

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

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

**Penalties for false or misleading declarations:**

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

---

---

**(Signature with date)**

**(Name and designation)**

**Duly authorized to sign Bid for and on behalf of**

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

**PRICE BID FORMAT**

		<b>Price Bid / Financial Schedule for Tender for Selection of an agency for Advertisement by Way of Bus Body Wraps in DTC Electric- Buses for Delhi Transport Corporation    CED</b>			
<b>Name of the Bidder</b>					
<b>Address, Contact Details of the Bidder</b>					
<b>E-TENDER NOTICE NO.</b>		EOI No. <u>BECIL/PROJ/BP/E-BUSES/DTC/25-26/EOI</u> DTC/PUB/2025/199 dated 10.12.2025			
	<b>Particulars</b>			<b>Minimum reserve Price (MRP)per bus per month</b>	<b>Basic Rate ( per month per bus excluding GST )</b>
	Fixed payment per bus per month to DTC			5300	
	BECIL Margin (%)				
	Value of BECIL Margin				
	Overall Quoted Price				
<b>Total (in INR)</b>					
<b>In Words</b>					

**Note: - From** the technically qualified bidders, the bidder quoting highest fixed rental per bus per month Shall be awarded the contract

(Annexure – M)

**MSME UNDERTAKING**

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

This Undertaking is made on this \_\_\_\_\_ day  
of \_\_\_\_\_,  
2026, by:

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

**IN FAVOUR OF:**

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

**WHEREAS:**

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

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

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

Signature & Stamp of Bidder

**(Annexure- N)**

**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]

## **TABLE OF CONTENTS**

ARTICLE 1: PREAMBLE

ARTICLE 2: GENERAL

ARTICLE 3: PROJECT BACKGROUND AND SCOPE OF WORK

ARTICLE 4: ROLES AND RESPONSIBILITIES ARTICLE 5:

COOPERATION OF THE TRANSACTION ARTICLE 6: PERIOD OF

AGREEMENT

ARTICLE 7: PAYMENT AND COMMERCIAL

COMMERCIAL ARTICLE 8: GENERAL TERMS &

CONDITIONS

SCHEDULE 1: DETAILED SCOPE OF WORK

## PRE-BID AGREEMENT

This Pre-Bid Agreement is executed at Noida on this \_\_\_\_\_<sup>th</sup> day of  
2026 ("Effective Date").

### **Between**

**Broadcast Engineering Consultants India Limited, a Mini Ratna Public Sector Enterprise** of the Government of India having its Registered Office at 56-A/17, Block-C, Sector-62, Noida -201301 (U.P.) and Head Office at 14-B IP Estate Ring Road, New Delhi -110002 acting through **Bipin B. Pandey** (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, Northern 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** [Client full name] (hereinafter called "**[client short name]**") has issued a tender vide tender no.

\_\_\_\_\_ dated DD.MM.YYYY for [clients Tender Name] hereinafter referred to as "**Tender**" / "**Work**" / "**Project**" (hereinafter called as **Tender or [client short name] Tender or Primary Tender**)

**WHEREAS** BECIL published EOI No. \_\_\_\_\_ dated DD.MM.YYYY (hereinafter referred as "**BECIL's EOI**") for [EOI title/name].

**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 [Client Name] 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 [Client Tender Name] floated by [Client Name] vide tender No.

\_\_\_\_\_ dated DD.MM.YYYY.

**AND WHEREAS**, this Pre-bid agreement is executed solely for the purpose to bid for the tender issued by [Client name] for [Client Tender Name] 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 [Client Name] 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 [Client Tender Name] vide tender No. \_\_dated DD.MM.YYYY.

1.3.2 BECIL"s EOI No. \_\_\_\_\_dated DD.MM.YYYY for [EOI name].

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

## **ARTICLE 2: GENERAL**

### **1.1. PURPOSE:**

**BECIL, as the sole bidder, shall participate in the bidding process in primary tender of [Client Name] . 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 Northern/ 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**

#### **1.1 Project Background**

**From Client's Primary Tender**

#### **1.2 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 primary tender document, its amendments in the form of corrigenda and subsequent contract signed between BECIL and [Client Name] 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 [Client Name] Tender/Work/Project (as per scope of aforementioned BECIL"s EOI & [Client Name] tender).

**4.2** DUTIES & OBLIGATIONS OF [vendor name]

**4.3** [vendor name] will supply entire range of services for efficient completion of scope of works under the [Client Name] tender.

**4.4** 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.

**4.5** [vendor name] have read and understood the terms and conditions of the [Client Name] tender and it agree to support BECIL in abiding by those terms and conditions.

**4.6** [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.

**4.7** [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.

**4.8** [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.

**4.9** [vendor name] has agreed to accommodate the change in scope of work by [Client Name] whether or not incidental and ancillary, to achieve the objective as per the [Client Name] tender requirement, without any additional cost to BECIL.

**4.10** [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 [Client Name] tender.

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

**4.12** 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 [Client Name] on the various stages of project deliverables.

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

**4.3.3.** To lead the contract negotiations of the project with the [Client Name] authority.

**4.3.4.** In the event of project getting awarded, BECIL shall act as the only channel of communication

between the [Client Name] 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]
<b>PRE-BID RESPONSIBILITY</b>			
1.	Pre-bidding site survey, if any	<b>S</b>	<b>P</b>
2.	Fully complied technical bid response preparation as per tender Terms & Conditions.	<b>J</b>	<b>J</b>
3.	Competitive commercial bid preparation as per tender	<b>J</b>	<b>J</b>
4.	Documentation and Correspondence with the customer.	<b>P</b>	<b>N</b>
5.	Provisioning of EMD/ Bid Security as per tender requirement.	<b>P</b>	<b>S</b>
6.	Provision of Back to Back EMD except by MSE/Start Ups as per Gol guidelines.	<b>N</b>	<b>P</b>
7.	Provisioning of any other required document for bidding.	<b>J</b>	<b>J</b>
8.	Submission of complete techno-commercial offer to the customer in requisite mode.	<b>J</b>	<b>J</b>
9.	Any Presentation if required during the tender evaluation.	<b>S</b>	<b>P</b>

10.	Any other relevant follow up, correspondence and meetings with customer.	<b>P</b>	<b>S</b>
	<b>POST-BID RESPONSIBILITY (In the event of winning the contract)</b>		
1.	Signing of contract with the [Client Name]	<b>P</b>	<b>N</b>
2.	Submission of PBG to [Client Name]	<b>J</b>	<b>J</b>
3.	Submission of back to back PBG to BECIL	<b>N</b>	<b>P</b>
4.	Any relevant follow up, correspondence and meeting with the customer	<b>P</b>	<b>S</b>
5.	Executing the entire Scope of Work to the satisfaction of the [Client Name] .	<b>S</b>	<b>P</b>
6.	Providing project finance/working capital for timely execution of the project.	<b>N</b>	<b>P</b>

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

#### **ARTICLE 5: COOPERATION OF THE TRANSACTION**

- 5.1 The parties agree to abide by the broad Responsibility Matrix mentioned above and forms an integral part of this Agreement including all the tender terms such as General Requirements, Technical Parameters, Commercial Aspects, Evaluation and Acceptance criteria of the tender, Guarantee/Warranty terms etc.
- 5.2 Expenses towards preparation of proposal, submission of bid and other allied activities for submission of bid will be undertaken by the respective parties at their own cost.
- 5.3 The cooperation for execution of the Project between the parties hereto shall be exclusive, i.e., neither of them shall without the other party's consent - alone or together with another PARTY take part in any agreement or proposal with regard to this tender.

#### **ARTICLE 6: PERIOD OF AGREEMENT**

- 6.1 The term of this agreement shall be for \_\_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 & [Client Name] tender, as may have been undertaken by the Parties during the Term with validity exceeding the Term. The Term of this agreement can be extended by mutual agreement between the Parties, depending upon the requirement

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

#### **ARTICLE 7: PAYMENT AND COMMERCIAL**

- 7.1. BECIL will Provision the EMD to [Client Name] 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~~ MSE/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 [Client Name].
- 7.5. [vendor name] will raise its invoices to BECIL based on milestone completion. BECIL will then raise the invoices to [Client Name] (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 [Client Name]) as its project management consultancy.

7.7 Upon receipt of corresponding payment from the [Client Name] , BECIL shall disburse the payment to [vendor name] within 15 days of receipt of the payment from [Client Name] 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 [Client Name] Tender/ Works / Projects, [vendor name] understands, agrees and undertakes that:

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

7.13 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 [Client Name] and subject to terms & conditions of agreement and submission of complete required documents.

7.14 [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 [Client Name] . BECIL shall not be responsible in any manner whatsoever for any delay in releasing the payments or withholding of payments by [Client Name] .

7.15 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 [Client Name] once the goods and/or services are accepted by [Client Name] .

7.16 The stage wise invoices raised by [vendor name] maybe accepted by BECIL, however, the date of completion of the milestone / delivery of goods or services shall only be recognised for invoice and its payment when the respective acceptance of goods or services and payment thereof is received from [Client Name] .

7.17 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 [Client Name] Tender, the [vendor name] agrees to forgo its rights under this Act and Policy.

7.17.1 [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.

7.17.2 Any sum of money due and payable to [vendor name], under this contract for [Client Name] 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.

7.17.3 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].

7.17.4 Payments shall be released to [vendor name] only on satisfactory acceptance of the deliverables by [Client Name] for each task and release of payment by [Client Name] as per the schedule given at clause primary tender of [Client Name] and Corrigendum issued thereof.

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

### **8.1 AGENCY**

This Agreement between the parties is on a principal to principal basis and it is agreed that [vendor name] is not and shall not represent itself as an agent of BECIL.

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

8.2.1 The [vendor name]. recognizes, accepts and agrees that disclosure of Confidential information to the Staff shall be only on a need-to-know basis and only those staff who are involved in rendering the services and need to have access would alone be informed of Confidential information.

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

#### **8.4. INTELLECTUAL PROPERTY RIGHTS**

8.4.1. 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.

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

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

8.4.4 The [vendor name] 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 [vendor name] and third parties for purposes of enabling, enforcing or implementing the provisions hereinabove, the Bidder shall be under an obligation to enter into such agreements at its own sole cost, expense and risk.

#### **8.5 RISK & COST CLAUSE**

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

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

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

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

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

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

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

## **8.6 Extension of time**

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

8.6.2 Any period within which [Vendor name] 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 [Vendor name] was unable to perform such action.

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

## **8.7 LIQUIDATED DAMAGES**

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

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

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

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

8.7.4 Any such recovery of Liquidated Damages shall not in any way relieve the Bidder from any of its

obligations to complete the works or from any other of its other obligation and liabilities under theContract.

## **8.8 Undue Influence**

8.8.1 The [Vendor name] 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.

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

## **8.9 Unethical Practice**

8.9.1 If the [Vendor name] has engaged in corrupt, fraudulent, collusive and coercive practices or defaulted commitments under integrity.

8.9.2 Any intentional omission or misrepresentation in the documents submitted by the [Vendor name] for the purpose of due diligence or for the execution of any act essential for the execution of the Project.

8.9.3 If the [Vendor name] uses intimidation / threats or bring undue outside pressure on BECIL or any of its official for acceptance / performances of the deliverable/qualified work under the contract:

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

8.10.1 Forfeiture of Bank guarantee or any other bond or bid security submitted by the [Vendor name].

8.10.2 Cancellation/ termination of the Contract with the liberty to recover the accrued losses/damages from the pending bills raised by the Bidder against the delivery of material and execution of work.

8.10.3 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 [Vendor name].

## **8.11 PENALTIES**

8.11.1 In the event of any penalties, deductions, disincentives, or charges levied by the [Client Name] due to poor or substandard quality of work, non-compliance with service standards, or any deficiencies related to the assigned scope of work, the same will be recovered from the bills submitted by the System Integrator.

8.11.2 The System Integrator shall bear the full financial responsibility for such penalties or deductions

imposed on BECIL by [Client Name] and will not be entitled to claim any reimbursement or adjustment for the same.

## **8.12 TERMINATION**

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

8.12.1.1 If the [Vendor name] refuses or fails to execute the specified quantum of work or any separate part thereof with diligence or ensure its completion within the time specified in the RFP, or subsequent work order issued thereto, then it shall be open to BECIL at its option by written notice to the [Vendor name] to:-

8.12.1.2 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 [Vendor name] by BECIL, with an opportunity to cure the same within a window period of 15 days. That on the non-resolution of deficiency, a notice of termination shall be served on the [Vendor name] and the Contract shall be deemed terminated after a period of 15 days from the date of notice of termination.

8.12.1.3 That the contract shall stand terminated and shall cease to be in force and in effect after a fifteen day period from the date of the notice of termination. The [Vendor name] in consequence of the above, shall stop forthwith any of its work then in progress, except such work as BECIL may, in writing, require to be executed at the designated site/premises.

8.12.1.4 That the whole or part of the performance security furnished by the [Vendor name] is liable to be forfeited without prejudice to the right of BECIL to recover from the [Vendor name] any accruing or incurred losses or damages, on account of termination of contract due to unsatisfactory performance/ delay in execution of work.

### **8.12.2 Termination due to breach**

8.12.2.1 BECIL may, without prejudice to any other remedy available for the breach of contract, may terminate the contract in sub-sequence to non –resolution of deficiency after the service of a notice of cure with a window period of fifteen days. After the end of the cure period, a 15 (fifteen ) days“ notice shall be served on the [Vendor name], and the contracts shall be deemed terminated after the end of the period of fifteen days from the date of notice of termination.

8.12.2.2 The following sub-clauses shall attract the provision of termination, in the event if -:

- a. If the [Vendor name] has abandoned or repudiated the Contract;
- b. If the [Vendor name] has without valid reason failed to commence work on the project promptly;
- c. If the [Vendor name] has persistently failed to execute the works/express deliverable in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;
- d. If the [Vendor name] defaults in proceeding with the works/job with due diligence and continues to do so after a notice in writing of fifteen (15) days from BECIL;

e. If the [Vendor name] has obtained the contract as a result of undue influence or has adopted unethical means/corrupt practices.

f. If the information submitted/furnished by the [Vendor name] is found to be incorrect;

8.12.2.3 That any pending bills/ invoices raised by the [Vendor name] , prior to or post the termination of the contract on account of its breach of terms and conditions shall be put on hold for a period of six weeks, and any amount deducted by the Client against the bills raised by BECIL shall be consequently deducted from the bills raised by the [Vendor name], respectively.

### **8.12.3 Termination due to Insolvency**

8.12.3.1 If the [Vendor name] 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 :-

8.12.3.2 To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by a fifteen day notice in writing to the [Vendor name] 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.

### **8.12.4 Termination for Convenience**

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

### **8.13 Post Termination Responsibility:**

8.13.1 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.

8.13.2 That any pending bills raised by the [Vendor name]. , prior to or post the termination of the Contract on account of the breach of the terms and conditions of the contract, shall be put on hold, till the time, the corresponding payment is received from the Client and any amount deducted by the Client against the bills raised by BECIL shall be consequently deducted from the bills raised by the Bidder respectively.

8.13.3 The [Vendor name].shall forthwith stop any of its work then in progress, except such work as BECIL may, in writing, require to be executed at the designated site/premises.

8.13.4 That in the event of termination under clause 8.12.1 and 8.12.2 the whole or part of the performance security furnished by the [Vendor name]. is liable to be forfeited without prejudice to the right of BECIL to recover from the [Vendor name]. any accruing or incurred losses or damages, on account of termination of contract due to unsatisfactory performance/ delay in execution of work

#### **8.14 TAXES**

8.14.1 [vendor name] shall bear all taxes and duties etc. levied or imposed on them under the Agreement including but not limited to, Customs duty, Excise duty, GST, any other taxes and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof during the entire Agreement period.

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

#### **8.15 Indemnity**

8.15.1 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 [vendor name] ;
- b) Any breach by the [vendor name] of any of its obligations under this Contract or from any negligence under the Contract, including any errors or deficiencies in the performance its scope of work.

8.15.2 That BECIL shall have no liability whatsoever for any injury/death to the staff of [vendor name] caused or suffered during the performance of it's obligations hereunder

#### **8.16 ASSIGNMENT AND SUB-CONTRACTING**

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

8.16.2 [vendor name] shall not participate directly or indirectly whether in consortium or separately in [Client Name] Tender and shall not quote rates to any other party participating/pre-qualified for the current [Client Name] Tender directly or indirectly through its subsidiary, partnership, ownership, individual firm etc.

## **8.17 FORCE MAJEURE**

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

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

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

## **8.18 GOVERNING LAW AND JURISDICTION**

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

8.18.2 Where the [vendor name] has not agreed to dispute resolution, the dispute/ claims arising out of the tender and this agreement shall be subject to the jurisdiction of the competent courts at New Delhi, India.

## **8.19 ARBITRATION CLAUSE**

### **8.19.1 Conciliation of Dispute**

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

8.19.1.2 That in the event of reference of dispute for Conciliation, a committee comprising of two members, nominated by each party i.e. the [VENDOR NAME] and Becil respectively shall try to amicably resolve/settle the dispute.

### **8.19.2 Reference of Dispute to Arbitration**

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

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

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

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

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

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

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

8.19.2.8 That any claim of damage(s) or losse(s) incurred by BECIL as a consequence of the invocation of the litigation/arbitration proceeding owing to the suspension or abandonment of work by the [vendor name] shall be reimbursed by [vendor name]

8.19.4.2 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 [vendor name]

### **8.21 RIGHT TO INSPECTION**

8.21.1 That BECIL and its field officers or its Auditors, shall have the right to carry out inspection checks and tests, and do audit of the Bidder's premises, personnel and records relating to the project in order to ensure there is no compromise on the quality of goods/services provided by the Bidder to the BECIL and its Client. The BECIL has a right to review and monitor the security practices and control procedures adopted by the Bidder. The Bidder shall produce and make available all such books, records, information,

etc., related to project work for the purpose of Inspection/ audit as and when required.

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

## 8.22 NOTICES

8.22.1 Any notice, invoice, approval, advice, report or notification in connection with this Contract shall be in writing and any notice or other written communication pursuant hereto shall be signed by the party issuing the same and shall be addressed to the BECIL or the System Integrator and may be given by delivering the same by hand or sending the same by prepaid registered mail, official e-mail or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given official e-mail or facsimile) or Fifteen (15) clear days after posting (if sent by post).

(a) Any notice or other document which may be given by either Party under the Contract/ Agreement shall be given in writing in person or by pre-paid recorded delivery post, email.

(b) In relation to a notice given under the Contract/ Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

<p><b>Name:</b> Mr. Bipin B. Pandey <b>Designation:</b> Dy. General Manager <b>Address:</b> Broadcast Engineering s India Ltd, C-56/ -17, Sector- 62, Noida- 201307, U.P. <b>Email:</b> <a href="mailto:bipin.pandey@becil.com">bipin.pandey@becil.com</a></p>	<p><b>Name:</b> Mr. [vendor representative name] <b>Designation:</b> _____ <b>Address:</b> [Vendor Address] <b>Email:</b> [Vendor Email]</p>
--	--

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

8.22.3 Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) if delivered between the business hours of 9.00 am and 5.30 pm at the address of the other Party set forth above, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).

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

## **8.24 No Waiver**

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

## **8.25 SURVIVAL**

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

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

## **8.26 AMENDMENT**

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

## **8.27 SEVERABILITY**

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

## **8.28 DAMAGES**

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

## **8.29 LIMITATION OF LIABILITY:**

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

**8.30** By signing this Agreement, BECIL, and [vendor name] acknowledge that it correctly records the understanding they have reached with regard to the Project.

**8.31** [vendor name] shall be liable to BECIL to compensate any losses or damages if so suffered by BECIL for any breach of this agreement and/ or action initiated by the [Client Name] for non-performance of the contract.

**8.32** Nothing in this agreement shall constitute, create or give effect or recognize a partnership or business entity of any kind.

**8.33** On award of the work of the [Client Name] tender to BECIL, BECIL may enter into a detailed Inter-se Agreement with [vendor name] based on the terms and Conditions of the agreement, BECIL EOI, [Client Name] tender as well as the Contract signed between BECIL & [Client Name] .

**8.34** After mutual consultation, a joint team consisting of representatives of the parties will be formed for various activities like, technical discussions, deciding the preparation of final Bid/ offer, terms & conditions and demonstration of functionality required in the [Client Name] Tender/Work/Project.

**8.35** Expenses towards bid preparation would be borne by the individual Parties viz. BECIL and [vendor name] for their respective work. BECIL will not reimburse any such expenses to [vendor name] towards preparation and submission of the bid.

**8.36** Notwithstanding anything contained in any other agreement, document, correspondence, arrangement between the parties in respect of [Client Name] Tender/ Works / Projects, the [vendor name] understands, agrees and undertakes that:

8.36.1 At any given point of time, [vendor name] may not assign or delegate its rights, duties or obligations under this agreement to any other party, without prior written consent of BECIL.

8.36.2 In the event of breach of any of the terms & conditions of this agreement or in case of any default of any terms & conditions of this agreement, on the part of [vendor name], BECIL reserves the right to take necessary steps / action as per available documents, including but not limited to, termination of contract, forfeiture of Performance Security / EMD, blacklisting / banning etc. and execute the work at the risk & cost of the [vendor name].

### **8.37 BLACKLISTING/ DEBARMENT**

[vendor name] shall be debarred/blacklisted from bidding for the contract/tender/EOI floated by BECIL for a period of two years, for violation of the code of integrity, Conflict of Interest as well as for the material breach of terms and conditions of the tender as per the General Financial Rules 2017 and the Guidelines for debarment of firms from bidding issued by the Department of Expenditure, Ministry of Finance no. F1/20/2018 –PPD dated 02.11.2021.

### **8.38 MSME**

8.38.1 The Subcontractor acknowledges and confirms that the Main Contractor shall be liable to make payments only upon receipt of corresponding payments from the Principal Employer/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 Principal Employer/client.

8.38.2 The Subcontractor waives any rights under the Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) or any similar legislation or regulation, to the extent such rights conflict with the agreed payment terms under the Subcontract Agreement. The Subcontractor further

waives its right to claim Interest on delayed payment by the Main Contractor, 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.

**8.39 COUNTERPARTS**

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

**8.40 ENTIRE AGREEMENT**

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

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound, have executed this Pre-Bid Agreement as of the date first above mentioned.

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

On Behalf of BECIL	On Behalf of [vendor name]
<p>(Bipin B. Pandey) Dy General Manager</p>	<p>(vendor representative) title</p>
<p>Signature of Witness:</p> <p>Name:</p> <p>Title:</p>	<p>Signature of Witness:</p> <p>Name:</p> <p>Title:</p>