

EXPRESSION OF INTEREST

FOR

Selection of Backend Technology Partner for Participation in Tender for

“ Augmentation of Existing BSEB Data Centre with CAPEX and OPEX”

EOI Ref No. BECIL/Proj-iii (BT)/EOI/BSEB-Datacenter/2024

Dated: 27 March 2024

Issued By

Mr. Binay Kumar Tiwari (DGM)

 <p>बेसिल BECIL</p>	<p>Broadcast Engineering Consultants India Limited (A Government of India Enterprise) CIN No. : U32301UP1995GOI017744</p> <p><i>Corporate Office:</i> BECIL BHAWAN, C-56-A/17, Sector-62, Noida-201 307Tel: 0120 4177850, Fax: 0120 4177879</p> <p><i>Head Office:</i> 14-B Ring Road, IP Estate, New Delhi- 110002Tel: 011 23378823, Fax: 01123379885</p> <p>Web: www.becil.com E-mail: binay.tiwari@becil.com</p>	 <p>G20 भारत 2023</p>
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DISCLAIMER

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

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SECTION –I

INTRODUCTION AND BRIEF DESCRIPTION

1. ABOUT BECIL

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

The Company was initially 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

Bihar School Examination Board has floated a tender on <https://eproc2.bihar.gov.in> vide **Tender Notice No- PR- 59 / 2024** dated **15/02/2024** having Last date of submission as **3-Apr-2024 up to 14:30 Hrs.** regarding "**Augmentation of Existing BSEB Data Centre with CAPEX and OPEX.**"

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

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

(a) BECIL is interested to submit a competitive bid in response to the Client vide – **Tender No. PR- 59 / 2024** having Last date of submission as 3- Apr-2024.

(b) The intent of this EOI is to select an Implementation Agency/ System Integrator / Back end Technology partner of BECIL, for collaborating with BECIL for preparing a bid and participating in the above mentioned tender. A Pre-Bid Agreement will be signed by BECIL with the Implementation Agency/ System Integrator / Back end Technology partner selected through this EOI, for preparation of the bid and participation in the above mentioned tender. The format of Pre-Bid Agreement is at Annexure-J.

(c) In case the bid submitted by BECIL against the vide **Tender No. : - PR- 59 / 2024** prepared in collaboration with the Implementation Agency/ System Integrator / Back end Technology partner selected through this EOI, is accepted and BECIL receives Work Order / Agreement from / with the Client, BECIL will issue a Work Order/Agreement to the selected agency. In such a scenario, the following conditions will be applicable, which are to be fully taken into consideration by the bidders, prior submitting a response to this EOI:-

(i) The Implementation Agency/ System Integrator / Back end Technology partner selected through this EOI, will have to sign a Post Award Contract with BECIL, for undertaking the work as per the above-mentioned Client's tender.

(ii) All terms and conditions of the Client's vide –**Tender No. PR- 59 / 2024** dated 15.02.2024 , and any subsequent amendments/ corrigenda thereof, will be applicable fully on back to back basis on the Implementation Agency/ System Integrator / 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.

(iii) EMD and Performance Bank Guarantee as applicable shall be payable by the selected bidder on back to back basis as per the terms and conditions of Client Tender, and any subsequent amendments/ corrigendum thereof.

(iv) In case the bidding against Client's Tender requires online payment for

EMD, the proportionate amount will have to be paid in similar mode by the selected bidder to BECIL. In case the bidding is on Eproc 2 Bihar portal or requires submission of EMD in the form of Bank Guarantee. The successful bidder has to submit back to back EMD to BECIL. The cost incurred towards Eproc2 Bihar portal transaction charges and/or EMD (BG) making charges shall also be recovered from the selected bidder in case the Project is awarded to BECIL by the client

(v) All payments in the Project to the selected agency, shall be on back-to-back basis only subject to receipt of corresponding payment from the client. No advance will be paid to the bidder, even though BECIL is eligible to get advance from the customer being a front end bidder, unless a BG of equivalent amount is submitted by the selected agency to BECIL.

(vi) The selected bidder, who has partnered with BECIL for a particular tender/ project shall not partner with any other bidder for the same tender/project.

Bidders are advised to inspect the site and ascertain the conditions including leads/lifts involved /approach to vehicles, power, water geo political scenario etc. prior to submitting their bids. Their bid price shall be for completeness of system without any extra cost.

SECTION –II

4 IMPORTANT DATES (SCHEDULE AND CRITICAL DATES)

S.N.	ACTIVITY	SCHEDULED DATE & TIME
1.	EOI Number & Date	EOI Ref No. BECIL/Proj-iii (BT)/EOI/_BSEB-Datacenter /2024
2.	Date & Time of Issue of EOI	Date 27 March 2024 Time 1:00 PM
3.	Last date and Time for Submission of bids	Date 1 April 2024 Time 11:00 AM
4.	Place of Submission of EOI / Opening of EOI	BECIL Bhawan, C-56 / A -17, Sector - 62, Noida – 201307
5.	EOI Processing Fee (Non-refundable)	INR 15000/- + GST (Proof of submission to be submitted in BID)
7.	EMD	As per Client Tender Notice No- PR- 59 / 2024 dated 15.02.2024 . Bidder needs to submit undertaking for back to back payment of EMD if selected for EOI under reference. Relaxation to be given to MSME & Startup as per Government norms.
8.	Address for Communication of bids	BECIL Bhawan, C-56 / A -17, Sector - 62, Noida – 201 307.
9	Contact details for this EOI	Name Sh. Binay Kumar Tiwari (Designation: DGM) Telephone/ Mobile No. 0120-4177850 Email: binay.tiwari@becil.com

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

SECTION –III
EOI NOTICE & GENERAL TERMS AND CONDITION



5 EOI NOTICE

5.1 Broadcast Engineering Consultants India Limited (BECIL) invites Expression of Interest (EOI), through offline mode, for selection of an Implementation Agency/ System Integrator / Back end Technology partner of BECIL, for collaborating with BECIL for preparing a bid and participating in the **Tender Notice No- PR- 59 / 2024** dated 15.02.2024 , floated by Eproc2 Bihar Portal .

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

5.3 The EOI must be addressed to the given name and address:To,
Sh. Binay Kumar Tiwari
Deputy General Manager
Broadcast Engineering Consultants India Limited
C-56/A-17, Sector-62,Noida, Uttar Pradesh-201307

5.4 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 a English translated document. The English version shall prevail in matters of interpretation. Each and every page of the EOI should be numbered and mention the relevant page no. of the documents in the checklist. EOI Documents which are not legible shall be rejected.

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

5.6 In case the bidder has any doubt about the meaning of anything contained in the EOI document, she/he shall seek clarification within 1 days of issue of EOI. Except for any written clarification by Shri Binay Tiwari, Deputy General Manager BECIL, no written or oral communication, presentation or explanation by any other employee of BECIL shall be taken to bind or fetter BECIL under the contract.

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

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

5.9 BECIL reserve the right to amend any term of the EOI at any point of time before the submission and bidder should regularly check the website. Further, BECIL also reserves to increase/decrease/delete/add any BOQ item. Further any amendment done by client 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.

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

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

6 SUBMISSION OF EOI

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

6.2 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.

6.3 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.

6.4 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.

6.5 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.

6.6 The EOI must contain:

6.6.1 Company/bidder Particulars as per format.

- 6.6.2 It should also include details of past experience relevant to the “Scope of Work”.
- 6.6.3 Declaration regarding acceptance of Terms and conditions of EOI.
- 6.6.4 Declaration of not been blacklisted by any of the Government agency.
- 6.6.5 Essential information such as Name & address of the agency, Business Name, E-mail id, Fax No. /Telephone No. , Authorized Signatory name, E-mail ID and contact no.

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

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

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

6.10 Bidders have to take into account any changes/amendments made in the end client’s tender/RFP through corrigendum till date of submission of bid in response of EOI.

6.11 The bidder shall be ignored, if complete information is not given there-in, or if the particulars and data (if any) asked for are not filled in properly.

6.12	Checklist of documents/information to be submitted	
	(a)	Company/bidder Particulars as per format.
	(b)	Certificate of Incorporation (for Company/LLP)
	(c)	Memorandum & Articles of Association/Partnership deed
	(d)	Audited financial statements for the last 3 years
	(e)	Income Tax Return Acknowledgment for last 3 years
	(f)	Undertaking for financial capability / credit facility by bidder along with supporting document issued by bank
	(g)	Bid Security Declaration to be submitted by the MSME
	(h)	GST Registration Certificate or valid exemption certificate
	(i)	Copy of PAN Card
	(j)	Any other relevant registration documents on registration with other appropriate authorities (ESIC, EPFO, Labour deptt etc.)
	(k)	Authorization letter in the bidder’s letterhead authorizing the person signing the bid for this EOI.
	(l)	Undertaking in letter head to indemnify BECIL from any claims /

		penalties / statutory charges, liquidated damages, with legal expenses etc.
	(m)	Undertaking regarding Office Memorandum No. F. No. 6/18/2019-PPD, Dated 23-07-2020, Department of Expenditure, Ministry of Finance
	(n)	All the requisite documents in the prescribed formats placed at Annexures to this Eoi
	(o)	Pre-Contract Integrity Pact as per Annexure-A (a) "Bidders participating in the EOI have to agree to sign Integrity Pact on placement of order / contract" (b) "Those bidders who are not willing to sign Integrity Pact will not be considered for bid opening"
	(p)	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.
	(q)	Price Offer to BECIL as per Format of the Eoi
	(r)	Declaration regarding acceptance of Terms and conditions of EOI.

7 OPENING OF EOI

7.1 The bids submitted against this EOI shall be opened on 1 April 2024 at 11:30 AM at BECIL BHAWAN. BECIL reserves the right to change the date of opening of bid.

7.2 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.

8 GENERAL TERMS & CONDITIONS OF EOI

8.1 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-iii (BT)/EOI/BSEB-Datacenter /2024

Submitted by: [Firm/Company name]

8.2 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.

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

reserves the right to cross verify the information directly with client

8.4 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 opinion of BECIL, best meets the project's interest. BECIL also reserves the right to negotiate with potential bidder/OEM/Implementation Agency(s) so that its best interest to fulfill the need of project is served.

8.5 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.

8.6 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.

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

8.8 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.

8.9 Intellectual Property Rights:

8.9.1 All 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 and must not be shared with third parties or reproduced, whether in whole or part, without BECIL's/ the procuring entity's prior written consent.

8.9.2 The bidder shall, not later than upon termination or expiration of this EOI 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.

8.9.3 The bidder may retain a copy of such documents and software but shall not use it for any commercial purpose.

8.10 The bidder shall submit an undertaking on their letter-head stating that:

"In reference to the Government of India, Ministry of Finance, Department of Expenditure, Office Memorandum No. F.No. 6/18/2019-PPD, Dated 23-07-2020. I hereby submit that:

“We have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are not from such a country *or our beneficial owner is not from such a country or we will not sub-contract any work to a contractor from such countries*, if from such a country, have been registered with the Competent Authority.

We hereby certify that we fulfill all requirements in this regard and are eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”.

8.11 The bidder needs to submit un-priced BOQ along with their technical bid

8.12 The bidder whose Purchase Order(s) for any Project of BECIL was/were cancelled on risk & cost basis for non-performance or non- submission of performance guarantee in last 2 years, are not eligible to participate in this tender.

9 SIGNING OF NON-DISCLOSURE AGREEMENT

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

SECTION –IV **SCOPE OF WORKS**



10 SCOPE OF WORK/SCHEDULE OF REQUIREMENTS

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

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

Client's Tender Reference No: Tender Notice No- PR- 59 / 2024

Website: <https://eproc2.bihar.gov.in>

SECTION –V
ELIGIBILITY CRITERIA AND EVALUATION



11 ELIGIBILITY CRITERIA OF BIDDERS

1.	<p><u>Company/Bidder's Profile:</u></p> <p>(a) The bidder should be an Indian Registered Company under Companies Act 1956 or 2013/ Proprietorship /Partnership Firm. Copy of Certificate of Incorporation/ Registration/ Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof.</p> <p>(b) The sole/ Lead Bidder should have a valid PAN and GST Registration. Copy of PAN card and GST Registration certificate should be submitted in the bid.</p> <p>(c) The sole/ Lead Bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing. An undertaking by the bidder should be submitted.</p> <p>(d) The sole/ Lead Bidder should not be blacklisted/debarred/banned/restricted by any Union Govt./State Govt. / PSU as on date of submission of the Bid.</p> <p>(e) Bidder should have Any 1 of the following certification ISO 9001:2015, ISO 27001, CMMI Level-3 certifications.</p>
2.	<p><u>Financial Eligibility:</u></p> <p>(a) The bidder must have minimum average annual turnover (of last three audited years) Average Annual Turnover of bidder during the immediate three preceding financial years ending on 31st March 2023 should be at least INR 200 Lakhs. NOTE: For the purpose of this criterion, standalone turnover of only the bidding entity will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered.</p> <p>(b) The bidder should have positive net worth in each of last three audited Financial Years. The bidder also have to give undertaking regarding insolvency along with necessary credit facility from Bank/ CA.</p>
3.	<p><u>Technical Eligibility:</u></p> <p>a) Bidder / Associated OEM should have experience of having successfully completed supply, installation, testing and commissioning of</p> <p>(i) One IT related projects during last 5 years having minimum PO value of Rs.3.0 Cr</p> <p>(ii) TWO IT related projects during last 5 years having minimum PO value of Rs.1.5 Cr</p> <p>(iii) Three IT related projects during last 5 years having minimum PO value of Rs.1.0 Cr</p> <p>Note : For (i), (ii) or (iii) each (individual projects) must be executed in any Central / State Govt. Organization / PSU / Public Listed Company.</p>

	<p>(b) The bidder must have at least one Certified Data Center IT specialist (Network / Security / Storage) on its muster roll Or a project manager having DC experience (Network / Security / Storage) of minimum 3 years. Certified IT Specialist Or Project manager so qualified shall be deputed on project for entire duration.</p> <p>(c) The Bidder must enclose along with Technical Bid Manufacturer's Authorization Form specific to this tender, and technical compliance duly approved by the OEM, failing which the Bid offer will be rejected. The products quoted must not be declared END-OF-SALE at the time of supply and should be supported by OEM for 7 years from date of installation.</p>
4.	<p><u>OEM Eligibility Criteria:</u></p> <p>(a) The OEM should have direct registered office in India for minimum 5 years. Registered offices by way of Joint ventures, Franchise, distribution partners will not be considered. Also, Merger of takeover of Joint ventures/new companies less than 3 years will not be considered. The OEM should have direct service presence in India.</p> <p>(b) OEM of the offered products (Network, Servers, Storage, Load Balancers) should have the minimum average annual financial turnover of Rs. 50 crore during the last three years (2020-21, 2021-22 and 2022-23).</p> <p>(c) The OEMs should have both ISO 14001, ISO 27000 and ISO 9001 Certificate for Manufacturing.</p> <p>(d) The OEM should not be a Chinese origin company or company having its 50 percent or more shareholding stake by Chinese/Hongkong government or its entity.</p> <p>(e) The OEMs should not be blacklisted/debarred by any Ministry of Government of India or by Government of any other State in India or any of the Government PSUs or Globally in last 5 years.</p>

12 PRELIMINARY EVALUATION

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

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

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

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

13 EVALUATION PROCESS

13.1 No enquiry shall be made by the bidder/OEM/Implementation Agency (s) during the course of evaluation of the EOI, after opening of bid, till final decision is conveyed to the successful bidder/OEM/Implementation Agency(s). However, the Evaluation Committee/its authorized representative and office of BECIL can make any enquiry/seek clarification from the bidder/ OEM/ Implementation Agency(s), which the bidder/OEM/

Implementation Agency s must furnish within the stipulated time else the bids of such defaulting bidder/OEM/Implementation Agency(s) will be rejected. The proposal will be evaluated on the basis of its content, not its length.

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

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

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

13.5 Evaluation of proposals shall be based on:

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

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

13.6 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.

13.7 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.

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

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

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

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

14. FINANCIAL EVALUATION OF THE BIDS The Bids will be financially evaluated as under:

Financial Bid Evaluation	
	<p>Price and Margin Bid Format:</p> <p>A - Submit Lump sum Prices for supply and service items as per Schedule of Requirements (SoR) and Scope of Work (SoW) in INR (without Taxes)</p> <p>B - Quote margin to BECIL as a percentage of A [<i>Minimum - 5%</i>]</p> <p>C - Absolute value of Margin = A*B</p> <p>D - Overall Quoted price by bidder= A-C</p>

- a) During evaluation, bidders with least “D” will be considered as **L1** and shall be declared the successful Bidder.
- b) The bid having higher value of “B” will be selected in case of two or more bidders have similar value of D.
- c) In case of a tie, the bidder who will be ready to offer higher value of “B” will be selected. In case the stalemate/ tie persists, Evaluation Committee of BECIL shall ask the bidders to conduct presentation on their proposed solution/understanding of the Project. Evaluation Committee will then select the bidder whose presentation will be the best, without giving any reasons/ justifications. The decision of Competent Committee of BECIL shall be final in this regard, and shall be abided by all bidders.
- d) If the bidder is selected, during the final tender submission, the price to be quoted to the Client shall not be more than price “A” and the margin offered to BECIL shall not be less than “B”.
- e) The decision of BECIL shall be final in this regard and cannot be challenged in any manner and also be abided by all the bidders.
- f) **L1** bidder may be called for further negotiations, if required.
- g) A Pre-Bid agreement shall be signed by BECIL with the successful declared **L1** bidder as per Pre-Bid Agreement placed at **Annexure-J**.

SECTION –VI
ENCLOSURES AND ANNEXURES



Annexure-A

PRE CONTRACT INTEGRITY PACT

Between

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

And

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

Preamble:

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

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

Section 1 – Commitments of the Principal

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

a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or Immaterial benefit which he/she is not legally be entitled to.

b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c) The Principal will exclude all known prejudiced persons from the process.

1.2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief

Vigilance Office and in addition can initiate disciplinary actions.

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

2.1. The bidder(s) Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a) The Bidder(s) Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract/ or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b) The Bidder(s) Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder(s) Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s) Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" Shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only.
- e) The Bidder(s) Contractor(s) will, when presenting himself, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract/Agreement.

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

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

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

Section 4 – Compensation for Damages

4.1. If the Principal has disqualified the contractor from the tender process prior to the award according to

Section 3, the Principal is entitled to demand and recover the damages Equivalent to Earnest Money Deposit / Bid Security.

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

Section 5 – Previous transgression

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

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

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

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

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

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

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

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

Section 8 – External Independent Monitor/Monitors

8.1. Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

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

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

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

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

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

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

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

Section 9 – Pact Duration

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

Section 10 – Other provisions

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

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

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

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

FOR AND ON BEHALF OF CONTRACTOR

FOR AND ON BEHALF OF PRINCIPAL

ANNEXURE B (BANK DETAILS)

- DETAILS FOR PAYMENT OF TENDER PROCESSING FEES

HDFC BANK
ANSALS FORTUNE ARCARE, K - BLOCK, SECTION - 16,
NOIDA, NOIDA-201301, UTTAR PRADESH
RTGS / NEFT IFSC : HDFC0000088

Imperia
Premium Banking

Pay
Rupees अवा करें

Or Bearer
या धारक को

For BROADCAST ENGR CONSULTANTS INDIA LTD

Authorized Signatories
Please sign above / ग्रेट्वा रॉड इमरॉट अट

Chq. No. **99998130918866**
Brt: 0058 Pdt:1313
ASCENT CA
Payable at par through clearing/transfer at all branches of HDFC BANK LTD.

१०००२५३१ ११०२५००१५१ ७५६५७९१ २९

Particulars of The Bidder

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

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Annexure – D

Annual Turnover & Net worth

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

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

Full Name of Bidder (Supplier) entity:

Full Address of Bidder (Supplier) entity:

S. No.	Financial Year	Turnover of Bidder	Net worth	Remarks
1	2020-21			
2	2021-22			
3	2022-23			
	Average			

*Enclose Audited Balance sheets only.

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

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Performa of letter of Undertaking for Bid Validity

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

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

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

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

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Bid Covering Letter

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

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

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

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

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

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Credentials Summary

S. No.	Project Name	Client Name	Client Type	Project Value (in INR)	Documentary evidence provided (Yes or No)	Project Status (Completed or Ongoing or Withheld)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Self-Declaration For Non Black Listing

[ON BIDDER'S LETTER HEAD]

Bidder Ref. No.

Dated :

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

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

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

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

Yours faithfully

For,

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Undertaking Regarding Payment Of GST/ Filing Of GST Return

Ref.....

Date

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

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

Dear Sir,

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

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

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

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

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

Signature of Authorized Signatory on behalf of Agency

Address: _____

Mobile: _____

Email ID: _____

PRE-BID AGREEMENT

This Agreement is made at NOIDA on __ NOVEMBER 2023 between:

M/s. Broadcast Engineering Consultants India Limited, 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 _____, Deputy General Manager (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 as the First Party. **BECIL** represents that it is an ISO 9001:2015, 27001:2013, ISO/IEC 20000:2012 certified, Mini Ratna Public Sector Enterprise of the Government of India and provides project consultancy services and turnkey solutions encompassing the entire gamut of radio and television broadcast engineering viz content production facilities, terrestrial, like satellite and cable broadcasting in India and abroad. It also undertakes supply of specialized communication, monitoring, security and surveillance system to Defense, Police department and various Para-military forces. **BECIL** has specialization in executing TV/Radio broadcasting, IT networking, Security Surveillance, Audio Video and Access control system projects in various Govt. departments throughout the country by its team of intelligent and dedicated technical officers and staff

AND

M/s XXX Company/firm incorporated under Companies Act, 1956 having its Registered Office at YYY by Mr. XYZ, Managing Director (hereinafter referred to as "**XX**" or "**Second Party**") which expression shall, unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns as the Second Party. **XX** represents that it is a company/firm which has _____

BECIL and XX individually referred to as "**Party**" and jointly as "**Parties**".

PREAMBLE

A) WHEREAS (Hereinafter referred as "**CUSTOMER**" or "**END CUSTOMER**") floated on Eproc 2 Bihar Portal Tender ID PR- 59 / 2024 Dated: 15.02.2024 for **Augmentation of Existing BSEB Data Centre with CAPEX and OPEX** (Hereinafter referred as "RFP")

B) That BECIL intends to submit its bid as in response to this RFP and it may by means of contracts and agreements enter into AGREEMENT with bidder of the related technology for the purpose of this RFP.

C) AND WHEREAS BECIL has floated an EOI no. _____ (hereinafter referred to "EOI") for selection of System Integrator/Consortium Partner/Back-end Technology Partner/Implementation Agency.

D) AND WHEREAS XX has been selected as System Integrator/Consortium Partner/Back-end Technology Partner/Implementation Agency of BECIL through terms of EOI. Also XX agrees to execute entire scope of work for above mentioned Customer's RFP, if the bid submitted by BECIL against the RFP is accepted, **and if BECIL receives a Work Order for the same. This agreement has been put into effect from date of signing of this agreement on an exclusive basis.**

E) **AND WHEREAS** the purpose of this pre bid agreement is to formalize an understanding between BECIL and XX for RFP. Tender, if awarded to BECIL will be called as "Project".

F) **AND WHEREAS** both the parties agreed to work together for preparation and submission of the Bid against the Customer's RFP and in case of award of work to BECIL, execute the work

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1. GENERAL

1.1 PURPOSE

A) **WHEREAS**, End Customer has **floated** Tender Number: _____ Dated: _____ for Supply, installation, testing & commissioning of _____.

B) XX has agreed to associate itself and render its services to BECIL in the capacity of System Integrator/Consortium Partner/Back-end Technology Partner/Implementation Agency for the purpose of the aforesaid RFP enabling BECIL to bid for the RFP.

C) Both the parties have read and understood the terms of the aforesaid RFP. Second Party has agreed not to disclose the terms of the aforesaid RFP to anyone unless so authorized to do so by the First Party. The PARTIES will execute the PROJECT, if awarded, in terms of responsibility as ascribed to each party. **XX will do** the entire system integration for the project, if awarded which covers the entire scope of work mentioned in the tender RFP documents or any subsequent modifications/amendments thereof. BECIL undertakes to be responsible for all overall Project Management and correspondence/ interface/ interaction with the Customer.

1.2 REPRESENTATION OF PARTIES

Second Party represents to the First Party that as on date of

(a) That Second Party 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 Contract.

(b) That the execution, delivery and performance by Second Party of this Contract have been authorized by all necessary and appropriate corporate or governmental action and will not to the best of its knowledge:

Require any consent or approval not already obtained;

(ii) Violate any Applicable Law presently in effect and having applicability to it;

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

(iv) 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 Second Party is a party or by which Second Party or any of its properties or assets are bound or that is otherwise applicable to Second Party;

(v) 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 Second Party so as to prevent such Party from fulfilling its obligations under this Contract;

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

That this Contract, RFP No. _____ Dated _____ and the NOA issued by BECIL dated _____ is the legal and binding obligation of such Party, enforceable in accordance with its terms against it;

That there is no litigation pending or, to the best of Second Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Contract.

That there is no legal action/dispute initiated or pending on Second Party at the time of signing of this contract which is likely to concern or affect BECIL in any manner. If any such case is found pending, the contract 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.

1.3 RESPONSIBILITY MATRIX

P-Primary Responsibility

S-Secondary Responsibility

J- Joint Responsibility

S. N	PRE-BID RESPONSIBILITY	BE CI L	XX
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0			
1.	Pre bidding site survey, if any	S	P
2.	Technical bid preparation as per RFP along with MAF and datasheets of fully complied products as per the RFP specifications.	J	J
3.	Competitive commercial bid preparation as per RFP	S	P
4.	Coordination with OEMs/distributors for preparation of bid.	S	P
5.	Technical Bid Facilitation.	S	P
6.	Commercial Bid Facilitation	s	P
7.	Prepare the bid as per eligibility criteria. Interaction with customer and going through the RFP process.	P	S
8.	Documentation and correspondence with the customer.	P	-
9.	Provisioning of certificates from OEMs for product support, warranty, spare availability and delivery as per the customer/ RFP requirement.	-	P
10.	Provisioning of EMD to end customer as per RFP requirement.	P	
11.	Provisioning of EMD to BECIL on proportionate basis.		P
12.	Provisioning of any other required document for bidding.	J	J
13.	Submission of complete techno-commercial offer to the customer in requisite mode.	P	
14.	Execution of field trials and any product demonstrations and tests, as required by the customer.	S	P
15.	Any other relevant follow up, correspondence and meetings with customer.	P	S
16.	Support during Reverse Auction (if any)	S	P

- **NOTE: A detailed Agreement of POST-BID responsibility shall be signed subsequently, if the project is awarded and Work Order issued by the Customer to BECIL.**

1.4 The detailed Agreement for selected bidder between the parties will contain:

- (a) Responsibility matrix of the PARTIES to execute the PROJECT, if awarded, jointly. This will covers the entire scope of work mentioned in the tender RFP documents or any modifications thereof.
- (b) Other Modalities/conditions that might arise or might require to be incorporated towards complete & satisfactory execution of the Project.

The above list is illustrative and not exhaustive and will include apart from the above other clauses also.

- (c) Financial Arrangements.

The above list is illustrative and not exhaustive and will include apart from above other clauses also.

ARTICLE 2:- TERM AND TERMINATION

2.1. **Terms:** This AGREEMENT shall be valid from the date of signing and shall terminate on the earliest occurrence of one of the following:

a) A Contract for the PROJECT has been awarded by the End Customer to BECIL and the parties hereto have subsequently entered into and signed a comprehensive formal AGREEMENT referred to under item 1.4 above;

or

b) In case the Contract for the PROJECT is awarded to other entity/bidder or the PROJECT is cancelled and all rights and obligations between the PARTIES hereto according to this AGREEMENT have been fulfilled;

or

c) By Mutual consent between the Parties

2.2. In the event order is placed on BECIL by the end customer wherein BECIL is to use services of _____XX_____, _____XX_____ will have no right to terminate this agreement till such time that the project is complete in all respects including the expiration of AMC period, if any.

2.3 **Effect of Termination or Expiration:** Upon any expiration or termination of this AGREEMENT and subject to applicable laws; Each party will (i) return (or destroy if requested by the disclosing party) the original and all copies of any confidential & proprietary information of the disclosing party; and (ii) at the disclosing party's request, have one of the officers of the receiving party certify in writing that it has fully complied with the provisions of this Clause. For the purpose of this Clause, the expression "Confidential & Proprietary Information" shall be limited to matters of commercial confidence, Proprietary rights, trade and business secrets and intellectual property but shall not include correspondence exchanged between the parties and contents thereof.

ARTICLE 3:- PAYMENT & COMMERCIAL TERMS AND CONDITIONS

While preparation and submission of Bid against the Client's RFP, BECIL will Provision the EMD to end customer as per the customer RFP requirement. _____XX_____ will provision an EMD of Proportionate amount to BECIL on back to back basis.

In case the bid submitted by BECIL against the Customer's RFP, prepared in collaboration with _____XX_____, is accepted and BECIL receives Work Order from the Customer, the following conditions will be applicable:-

BECIL will provision Transaction charges, Annual Milestone charge and any other charges for signing the agreement with the customer, payable to Eproc 2 Bihar . All such charges shall be recovered in total quantum from _____XX_____.

BECIL will issue Work/Supply Order/s to _____XX_____, on becoming L1, ensuring net __% margin to BECIL on the total basic value of the project

- (i) All terms and conditions of the Customer's RFP, and any subsequent amendments/ corrigendums thereof, will be applicable fully on back to back basis on _____XX_____, including all important terms and conditions like EMD, PBG, Payment Terms, SLA conditions, Liquidity Damages, and any other penalties etc.
- (ii) EMD and Performance Bank Guarantee as applicable shall be payable by _____XX_____ on back to back basis as per the terms and conditions of Customer's RFP, and any subsequent amendments/ corrigendums thereof.
- (iii) In case the bidding against Customer's RFP requires online payment for EMD, the proportionate amount will have to be paid in similar mode by _____XX_____ to BECIL. In case the bidding is on Eproc2 Bihar portal or requires submission of EMD in the form of Bank Guarantee. The successful System Integrator/Consortium Partner/Back-end Technology Partner/Implementation Agency has to submit back to back EMD to BECIL. The cost incurred towards Eproc2 Bihar tender transaction charges and/or EMD (BG) making charges shall also be recovered from _____XX_____ in case the Project is awarded to BECIL by the Customer.
- (iv) All payments in the Project to _____XX_____, shall be on back-to-back basis only subject to receipt of corresponding payment from the Customer. No advance will be paid to _____XX_____, even though BECIL may be eligible to get advance from the customer being a front end bidder, unless a BG of equivalent amount is submitted by _____XX_____ to BECIL.
- (v) All pricing by _____XX_____ would be inclusive of all statutory taxes payable by _____XX_____. However any statutory change in Tax Structure prevailing at the time of invoicing shall be binding to both - _____XX_____ and BECIL. Their bid price shall be for completeness of system without any extra cost.

ARTICLE 4: CONFIDENTIAL INFORMATION

4.1. Subject to applicable laws and as required by End-Customer, Law-Enforcement agencies & Government agencies, the terms of this AGREEMENT are agreed by all the Parties to be confidential and all information disclosed by one party to each other hereunder shall be kept strictly confidential.

4.2. Each party shall keep any information obtained by it from the other party strictly private and confidential for the purpose of:

- (a) preparation of bid for the tender and/or,
- (b) In case of award of a Contract for the PROJECT to BECIL and/or,
- (c) Execution of the PROJECT

ARTICLE 5: LIMITATION OF LIABILITY

5.1. 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.

ARTICLE 6:- GENERAL TERMS & CONDITIONS

6.1 AGENCY

This agreement between the parties is on a principal to principal basis and it is agreed that _____ **XX** _____ is not and shall not represent itself as an agent of BECIL.

6.2 CONFIDENTIALITY

The parties along with their employees working on the specified projects agree to maintain strict confidentiality of all information of technical or business nature provided to each other pursuant to this agreement and/ or any subsequent agreement or any correspondence in writing between them. This clause shall survive the expiry/termination of this agreement.

6.3 ASSIGNMENT

This AGREEMENT may not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party. This AGREEMENT will be binding upon, and ensure to the benefit of, the permitted successors and assigns of each party. Any purported assignment in violation of this clause will be null and void.

7. INTELLECTUAL PROPERTY RIGHTS

BECIL would make no claim on the technology / algorithms used in servicing the clients either during the contract or ever later. Both the parties agree that consideration mentioned under commercial term of this agreement is after taking into consideration the cost of intellectual property rights, if any, to be used under this agreement and no further claim in this regard shall be entertained by BECIL. BECIL shall be kept indemnified by **XX** for any kind of breach of IPR of any third party for all the products/services supplied by it under this agreement.

Any amendment to this AGREEMENT, if required, shall be done in writing with the mutual consent of the parties.

8. WARRANTIES AND UNDERTAKINGS

- i. Each Party acknowledges that it is and shall remain liable to the other party for the consequences of any failure on its part or on the part of its Personnel to fulfill the tasks assigned to it under this Agreement.
- ii. Each Party shall be responsible for providing all appropriate facilities and services as shall be necessary in the proper performance of its obligations, which will be entirely at that Party's own expense.

9. INDEMNITY

Each party shall indemnify, keep indemnified and hold harmless the other Party from and against all costs, expenses, liabilities, injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which it may incur or suffer as a result of a breach of this Agreement or negligent acts or omissions or willful misconduct of the Party and/or its Personnel including without limitation any resulting liability the Consortium has to any third party.

10. ASSIGNMENT AND SUB-CONTRACTING

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, subject to the compliance with the Tender terms.

11. FORCE MAJEURE

No Party will be deemed to be in breach of this Agreement, nor otherwise liable to the other for any failure or delay in performance of this Agreement if it is due to any event beyond its reasonable control other than strike, lock-out or industrial disputes but including, without limitation, acts of God, war, fire, flood, tempest and national emergencies.

12. DISPUTE RESOLUTION

i. All disputes arising out of or in connection with this Agreement and any amendments thereof, shall, as far as they cannot be amicably settled between the parties, shall be submitted to arbitration by a Sole Arbitrator to be appointed by CMD ,BECIL. The venue of arbitration shall be Delhi. Arbitration proceedings shall be governed by Arbitration & Conciliation Act, 1996 or any subsequent modification thereof.

Note : During a dispute, each Party must continue to perform its obligations under this Agreement.

13. GOVERNING LAW AND JURISDICTION

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.

14. NOTICES

i. Any intimation, notice, request, grievances, complaint or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered post to such Party at the specified address.

ii. Any notice issued pursuant to this Agreement must be in English and in writing. All notices, correspondence or other communication relating to this Agreement shall be given:

- (a) by being personally served on the designated Party; or
- (b) by being sent to the Party's designated address for service by prepaid ordinary mail; or
- (c) to the designated facsimile ; or
- (d) to the designated e-mail address.

The particulars for service to each party are:

Address: XXXX

Fax:

E-mail:

Address: Broadcast Engineering Consultants India Limited

BECIL BHAWAN , C56/A17 Sector 62 Noida 201307

Fax: +91 11 23379885

E-mail: binay.tiwari@becil.com

15. WAIVER

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

16. SURVIVAL

i. The representations and warranties contained in this Agreement survive the termination of this Agreement.

ii. 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.

17. VARIATION

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

18. COUNTERPARTS

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

19. DAMAGES

Once the Bid has been submitted, neither of the parties may withdraw from its obligations & terms of the present AGREEMENT. Any damage/loss caused to BECIL due to failure on the part of _____XX_____ to enter into a detailed agreement as mentioned above, shall be borne by _____XX_____ and will be made good by it in case BECIL has to make payment of any damages/penalty to End Customer of any nature whatsoever. EMD will be forfeited by BECIL and can claim damages for the loss of reputation

20. ENTIRE AGREEMENT

This Agreement hereto constitutes the entire agreement between the Parties with regard to the subject matter contained in this Agreement and supersedes all prior negotiations, representations, agreements and understandings, written or oral preceding the execution of this Agreement. By signing this AGREEMENT, BECIL and _____XX_____ acknowledge that it correctly records the understanding they have reached with regard to the Project.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their respective authorized representatives with effect as of the Effective Date.

NOTE : ALL the RFP Terms and condition and corrigendum thereof , shall be binding on the XX on back to back basis.

FOR AND ON BEHALF OF BECIL

FOR AND ON BEHALF OF XX

Date:

Date:

Place:

Place:

Witness:

Witness

1.

1.

PRICE BID FORMAT

				A	B	C	D	D
SI	Item Description	Qty	Units	Lump Sum Price offered for the complete Project (inclusive of AMC, Spares etc) as per full Scope of Work (exclusive of GST)	NET margin offered to BECIL on Total Value of Project (IN Figure %) (exclusive of GST)	A*B	A-C	Total D in figure
1	<u>Selection of Backend Technology Partner for Participation in Tender for " Augmentation of Existing BSEB Data Centre with CAPEX and OPEX"</u> EOI Ref No. BECIL/Proj-iii (BT)/EOI/BSEB- Datacenter/2024	1	Lot					