

EXPRESSION OF INTEREST (EOI)

EMPANELMENT OF REPUTED AGENCIES FOR
“Structural Consultant/Structural Consultancy Services for
Design and Vetting of FM Broadcast Towers at Various Locations
across India for FM Phase-III (Batch-3)”

Ref. No. BECIL/FM PHASE-III (Batch-3)/ EOI/Structural
Consultant/2025

Dated: 02/09/2025



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(A Mini Ratna Company)

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Expression of Interest (EOIEOI)

Broadcast Engineering Consultants India Limited (BECIL) invites Expression of Interest (EOI) for “Empanelment of Reputed Agencies for Structural Consultant / Structural Consultancy Services for Design and Vetting of FM Broadcast Towers at Various Locations across India for FM Phase-III (Batch-3)”

- 1) The Ministry of Information and Broadcasting (MIB), Government of India, has auctioned the 60 new FM channels across 43 new cities and towns in India. The Government has also published this notice on its official website (www.mib.gov.in), which will serve as the primary platform for general clarifications, updates, or changes to the notice or auction process. With the expansion, the government aims to make radio a key tool for regional engagement, fostering local culture and enhancing communication across the country. The decision reflects a commitment to democratizing access to media, empowering local communities, and supporting India's diverse linguistic and cultural landscape. The rollout is anticipated to position FM Radio as a cornerstone of India's local connectivity and information dissemination. BECIL, the system integrator plays an important role in setting up of Common Transmission Infrastructures (CTIs) across India for Private FM Broadcasters, for operationalization of their Radio Channels on behalf of the Broadcasters, for setting up of CTI and provide end to end solution to the Broadcasters for setting up of the CTIs.
- 2) Bidding will be conducted through Competitive Bidding procedures specified in the GFR Procurement Manual, and are open to all eligible Bidders as defined in this EOI.
- 3) In case the Participant has any doubts regarding the content or meaning of any part of the EOI document, Participants can raise their queries by sending an email to alok.chauhan@becil.com one week before the last date of submission.
- 4) Qualification requirements are specified in the EOI.
- 5) Bids must be delivered as specified in the Instructions to Bidders of this EOI (please read this part carefully). Late bids will be rejected.
- 6) Complete EOI document can be downloaded from the CPP portal (<https://etenders.gov.in/eprocure/app>) and from BECIL website (www.becil.com) and Proposal will be submitted concurrently duly digitally signed on the CPP portal. It is mandatory for all the Participants to have Class-III Digital Signature Certificate (in the name of person who will sign the Proposal document) from any of the licensed certifying Agency.

- 7) The Participants are advised to submit their credentials duly signed by an authorized signatory over CPP Portal. The EOI should be submitted prior to the scheduled time for Proposal submission. Each Participant is allowed to submit a single Proposal only.
- 8) Hard copy of “Response and EOI Processing Fee”** should be submitted before the last date of BID submission at **Tender Box, BECIL Bhawan, C-56/A-17, Block ‘C’, Sector-62, Noida-201307 (U.P).** **Bids will be rejected if hard copy of bid are not received before the last date of bid submission.**
- 9) The Participant shall bear all costs associated with the preparation and submission of EOI and BECIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process.
- 10) Please note that only written responses provided through this official email will be considered valid. BECIL will not be bound by any oral or written statements, presentations, or explanations made by any other employee that are not officially communicated via this channel.
- 11) BECIL will publish all the Corrigendum/Addendum in the CPP portal and on BECIL official website.
- 12) 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 proposals without giving any notice or assigning any reason. The decision of the Chairman and Managing Director, Broadcast Engineering Consultants India Limited in this regard shall be final and binding on all.
- 13) BECIL reserves the right to proceed with the single proposal, in case of poor response for the EOI. In case two proposals are received from the same Participant, both the proposals will be rejected.

EOI for Empanelment of Reputed Agencies For
“Structural Consultant/Structural Consultancy Services for Design and
Vetting of FM Broadcast Towers at Various Locations across India for FM
Phase-III (Batch-3)”

Summary

Section I. General Information & Instructions to Bidders

This Section provides information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. Section I contains provisions that are to be used without modification.

Section II. Scope of work

This Section includes Scope and Generic and Technical requirements of the project to be executed at different sites across India.

Section III. Enclosure

This Section includes format for Bidder/Agency Information and their customer’s references and checklist for the Bidder/Agency, Compliance etc.

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SECTION - I

GENERAL INFORMATION & INSTRUCTIONS TO BIDDERS

CONTENTS

- A. EOI SCHEDULE AND CRITICAL DATES**
- B. INTENT OF THE EXPRESSION OF INTEREST(EOI)**
- C. PROCEDURE TERMS AND CONDITIONS**
- D. GENERAL TERMS AND CONDITIONS**
- E. ELIGIBILITY CRITERIA**
- F. TECHNICAL EVALUATION CRITERIA(MARKING MATRIX)**
- G. METHOD OF PLACEMENT OF WORK ORDER AFTER EMPANELMENT**

A. EOI SCHEDULE AND CRITICAL DATES

The EOI tentative schedule and critical dates are shown below:

	EVENT	DETAILS
1.	EOI reference number and Date	BECIL / FM PHASE - III (Batch-3) / EOI / Structural Consultant / 2025, Date : 02/09/2025
2.	Date and Time of Issue of EOI	02.09.2025 at 18:00 HRS
3.	Last date for submission of Proposals/bids	24.09.2025 at 15:00 HRS As per GeM-CPPP Portal (https://etenders.gov.in/eprocure/app) online and offline
4.	Opening of Technical Bids	24.09.2025 at 15:30 HRS As per GeM-CPPP Portal (https://etenders.gov.in/eprocure/app)
5.	Submission Mode	1. Online at CPP Portal (https://etenders.gov.in/eprocure/app) 2. Hard copy of “Technical Bid and EOI Processing Fee” should be submitted before the last date of BID submission at Tender Box, BECIL Bhawan, A-56/C-17, Block ‘C’, Sector-62, Noida-201307 (U.P) . Bids will be rejected if hard copy of Technical bid are not received before the last date of bid submission.
6.	EOI Processing Fee (Non- refundable)	INR 2000/- + 18% GST (INR 2360/-) in the form of Demand Draft issued by any Scheduled Commercial Bank in favour of BECIL, payable at New Delhi or RTGS payment (Proof of submission to be uploaded along with EOI). In case online payment (vide RTGS/NEFT mode) is not made. The bidder must submit original Demand Draft along with bid in the sealed envelope on or before scheduled date of Bid Submission. It should be sent to the address Shri Alok Chauhan Sr.

		Manager, BECIL Bhawan, C-56 /A-17, Sector - 62, Noida – 201 307. (U.P.). Tender Reference No. and Tender Fee should be clearly mentioned on the heading on envelope.
7.	Empanelment Fee (Non-Refundable)	<p>INR 10,000/- as in the form of Demand Draft issued by any Scheduled Commercial Bank in favour of BECIL, payable at New Delhi or RTGS payment.</p> <p>On written communication from BECIL for having qualified for empanelment for company, the successful participant will have to deposit a non-refundable fee for an amount of ₹ 10,000/- (Rupees Five Thousand only) in the form of Demand Draft or RTGS payment only within 21 (twenty One) days of such communication, failing which the offer will be treated as withdrawn.</p> <p>On receipt of the fee, BECIL will issue a formal letter of empanelment.</p> <p>In case of Default Empanelment fee shall be forfeited.</p>
8.	Representation	<p>The queries will be attended through online and offline.</p> <p>Last date & time of receiving representation within 7 days from the date of submission of response.</p>
9.	Venue for Pre Bid Meeting	BECIL Bhawan, C-56, A/17, C Block, Phase 2, Industrial Area, Sector 62, Noida, Uttar Pradesh 201301
10.	Technical evaluation of bids	To be intimated
11.	Contact details for this EOI	Name: Shri Alok Chauhan Designation: Sr. Manager Phone No. 0120-4177850

BECIL reserves the right to amend the EOI tentative schedule and critical dates.

No tender document will be issued after the last date as mentioned above.

Disclaimer

The information contained in this Tender Document, hereinafter called Expression of Interest (EOI) is being provided to interested Bidders for their participation as per the terms and conditions set out in this.

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.

BECIL may, at 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 or appoint a Bidder for the Project and BECIL reserves the right to reject all or any of the Bidder or Bids without assigning any reason whatsoever.

The Bidders shall bear all 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 the 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 for submission of the bid, regardless of the conduct or outcome of the bidding process.

General Information

1. Complete bid document can be downloaded from **GeM-CPPP Portal (<https://etenders.gov.in/eprocure/app>)** and **BECIL website <https://www.becil.com>**.
2. **EOI Processing Fee should be placed** in a single envelope super scribed as **“EOI Processing Fee”** for EOI Ref. No. BECIL/FM PHASE-III (Batch-3/EOI/ Structural Consultant/2025 Date: 02/09/2025 for Expression of Interest (EOI) for Empanelment of Reputed Agencies for **“Structural Consultant/Structural Consultancy Services for Design and Vetting of FM Broadcast Towers at Various Locations across India for FM Phase-III (Batch-3)”**
3. **Hard copy of “Response and EOI Processing Fee”** should be submitted before the last date of BID submission at **Tender Box, BECIL Bhawan, C-56/A-17, Block ‘C’, Sector-62, Noida-201307 (U.P)**. Bids will be **rejected** if hard copy of **bid** are not received before the last date of bid submission.

No tender document will be issued after the last date as mentioned above.

B. INTENT OF THE EXPRESSION OF INTEREST (EOI)

Broadcast Engineering Consultants India Limited (BECIL) invites Expression of Interest (EOI) for Empanelment of Reputed Agencies/Consultants for **“Structural Consultant/Structural Consultancy Services for Design and Vetting of FM Broadcast Towers at Various Locations across India for FM Phase-III (Batch-3)”** through single proposal process based solely on Technical Evaluation and presentation.

Financial proposal submission is not part of this EOI. The purpose of empanelment is to develop a roster of technically proficient vendors who can be called upon to execute specific projects when required in FM Phase-III (Batch-3).

The intent of the proposed EOI is to empanel technically competent Agencies/Vendors who can be subsequently engaged for specific projects, on a competitive basis, as required:-

- a.** The Empanelment would be for **“Structural Consultant/Structural Consultancy Services for Design and Vetting of FM Broadcast Towers at Various Locations across India for FM Phase-III (Batch-3)”**.
- b. Responsibilities Related to Design, Vetting, and Analysis of FM Broadcast Towers :** The empanelled agencies/consultants, will subsequently be engaged for specific projects on competitive basis, where they shall be responsible for the following:
 - i. Design and Vetting of New FM Broadcast Towers:** Structural design and vetting of new FM broadcast towers intended for the installation of FM antennas and feeder cables.
 - ii.** Tower heights may include (but are not limited to): **80 meters, 75 meters, 60 Meters, 40 meters, and 30 meters**, as per the requirements provided by **BECIL**.
 - iii.** Facilitate third-party vetting/certification of designs by **IIT or an equivalent reputed institute**.
 - iv. Structural Analysis of Existing Towers:** Conduct structural assessment, stability analysis, capacity increase, assessment for safety compliance of existing towers/site (wherever tower drawings are available, as well as not available) of **existing towers located at premises of All India Radio (AIR), RailTel, BSNL**, and other identified sites across India.
 - v.** Determine the feasibility of installing new **FM broadcast antennas and feeder cable systems** on these towers.

- vii. Provide recommendations on strengthening, modifications, or limitations, based on structural capacity and safety margins.
 - viii. Submit detailed structural analysis reports and certified recommendations.
 - ix. **Coordination with Stakeholders:** Work closely with BECIL and site owners (such as AIR, RailTel & BSNL) to collect existing tower data and access sites for inspections.
 - x. Ensure that all designs, vetting reports, and analyses are in line with the technical and operational requirements of BECIL.
 - xi. Ensure all the designs/ analysis/ reports submitted/ work undertaken, are fully compliant with all relevant IS codes, broadcasting standards, and structural safety norms.
- c. The Empanelment is limited to assessing and shortlisting of Agencies/Vendors based on technical capability.
 - d. This EOI is only for the Empanelment of Agencies that qualifies as per the terms and conditions of the eligibility criteria mentioned in this EOI.
 - e. Subsequently, agencies will be selected for execution of specific projects/ jobs, through a Limited Tendering Process from amongst the empaneled agencies.
 - f. Specific project requirements, timelines and financial aspects will be communicated to empaneled agencies /vendors as and when required.
 - g. BECIL reserves the right to de-panel, if the service provided by the vendor is found to be unsatisfactory or if, at any time, it is found that the information provided for empanelment is false, BECIL reserves the right to remove such vendors from the empaneled list without giving any notice to the vendor in advance. BECIL decision will be final in this regard.

C. PROCEDURE AND TERMS & CONDITIONS

• Evaluation Criteria for Empanelment (Empanelment Procedure):

- 1) The EOI submitted by the applicants will be evaluated by BECIL with reference to the eligibility criteria as mentioned in the EOI. The compliance of technical documents would be determined on the basis of the parameters specified in the EOI.
- 2) The agencies' experience, technical expertise, project understanding, and proposed methodology will be assessed.
- 3) The agency that fulfills all the eligibility and qualifying requirements of the EOI will be empaneled with BECIL.
- 4) BECIL may seek clarifications during evaluation if required.
- 5) Empanelment does not guarantee any work allocation or financial compensation.

It will be done in three Stages as mentioned below:

Stage one: Confirmation of EOI document fees.

- **Hard copy of "Technical Bid" and Confirmation of DD/ NEFT / RTGS / e-payment for EOI Document Fee and**
- **An Undertaking on Companies Letter Head to submit the Empanelment Fee on written communication from BECIL for having qualified. (Annexure - X)**

Stage Two: Pre - Qualification Proposals (ELIGIBILITY CRITERIA)

- **Evaluation of Qualification Proposals to Establish the eligibility Claims**

Stage Three: Presentation

- **The eligible agency/ candidate shortlisted by the committee will be called for Presentation.**

6) Empanelment Period:

The empanelment shall be for a period of two (2) years and extendable for a further period up to (03) Years, subject to satisfactory performance of the empanelled vendor, and mutual consent of both parties.

Note:-

- ***In case only 2 (or less) vendors qualify for empanelment, the process will may be cancelled / re- initiated.***

D. GENERAL TERMS AND CONDITIONS

1. RELATIONSHIP BETWEEN THE PARTIES

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

2. INTELLECTUAL PROPERTY RIGHTS:

- 2.1. Deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the Bidders under this EOI and subsequent to this EOI in relation with this tender shall become and remain the property of BECIL/procuring entity and subject to laws of copyright, must not be shared with third parties or reproduced, whether in whole or part, without BECIL's/ the procuring entity's prior written consent.
- 2.2. The Bidder shall, not later than upon termination or expiration of this Contract and/or subsequent Agreement/Contract signed with the Bidder, deliver all such documents and software to BECIL/the procuring entity, together with a detailed inventory thereof.
- 2.3. The Bidder shall not incorporate any materials, technology or any item or thing that involves the use of intellectual property rights or proprietary rights that the Bidder does not have the right to use or that may result in claims or suits against BECIL arising out of claims of infringement of any intellectual property rights or other proprietary rights.
- 2.4. The Bidder shall perform all acts necessary to obtain and continue to have all necessary licenses, approvals, consents of third parties free from any encumbrances and all necessary technology, hardware and software to enable it to perform its obligations under this Contract. If license agreements are necessary or appropriate between the Bidder and third parties for purposes of enabling, enforcing or implementing the provisions hereinabove, the Bidder shall be under an obligation to enter into such agreements at its own sole cost, expense and risk.

3. LAND AND BORDER PROVISION

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

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

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

4. **INDEMNITY**

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

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

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

5. **SIGNING OF NON-DISCLOSURE AGREEMENT**

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

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

6. **CODE OF INTEGRITY**

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

- a) Offering of any bribe or undue gratification in any form to BECIL or its officials, or indulging in any corrupt practices.
- b) Any omission, or misrepresentation that may mislead or attempt to mislead so that a financial or other benefit may be obtained, or any necessary obligation or pre-requisite may be avoided.
- c) Improper use of information provided by BECIL to the Bidder with an intent to gain an unfair advantage in the procurement process or for personal gain.
- d) Any financial or business transactions between the Bidder and any official of BECIL related to tender or execution process of contract, which can affect the decision of BECIL directly or indirectly.
- e) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- f) Obstruction of any investigation or auditing of a procurement process.
- g) Making false declaration or providing false information for participation in a tender Process or to secure a contract.

7. **CONFLICT OF INTEREST**

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

- a) Directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- b) Receives or have received any direct or indirect subsidy/ financial stake from another Bidder; or
- c) Has the same legal representative/ agent as another Bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also

should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorized distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or

- d) Has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or
- e) Participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or
- f) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Details Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc.) of this Tender process; or has a close business or family relationship with a staff of the Procuring Organization who:
 - (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or
 - (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

8. **UNDUE INFLUENCE**

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

for showing or forbearing to show favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India.

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

9. **UNLAWFUL/UNETHICAL PRACTICES**

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

9.2 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.

9.3 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:

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

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

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

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 Agency.

11. **BLACKLISTING/ DEBARMENT**

11.1 The Bidder/Contractor shall be debarred/blacklisted from bidding for the contract/tender floated by BECIL for a period of two years, for violation of the code of integrity, for undue influence as well as for the

breach of any other terms and conditions of the tender as per the General Financial Rules 2017 and the Guidelines for debarment of firms from bidding issued by the Department of Expenditure, Ministry of Finance no. F1/20/2018 –PPD dated 02.11.2021.

12. **RISK AND COST CLAUSE**

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

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

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

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

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

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

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

13. **PENALTIES**

13.1. In the event of any penalties, deductions, disincentives, or charges levied by the Client due to poor or substandard quality of work, non-compliance with service standards, or any deficiencies related to the assigned scope of work, the same shall be recovered from the Bidder.

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

14. **CONFIDENTIALITY**

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

15. **RIGHT TO INSPECTION**

- 15.1 That BECIL and its field officers or its Auditors, shall have the right to carry out inspection checks and tests, and do audit of the Bidder's premises, personnel and records relating to the project in order to ensure there is no compromise on the quality of goods/services provided by the Bidder to the BECIL and its Client. The BECIL has a right to review and monitor the security practices and control procedures adopted by the Bidder. The Bidder shall produce and make available all such books, records, information, etc., related to project work for the purpose of Inspection/ audit as sand when required.
- 15.2 That BECIL shall have the right to review and monitor the performance of the Bidders on a continuous basis system integrator shall furnish necessary particulars, statements, etc., as desired by the BECIL in a periodical manner for the purpose of assessment of their performance.

16. **TERMINATIONS**

16.1. Termination of Contract by BECIL due to unsatisfactory performance

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

16.2. Termination due to Breach

- a) BECIL may, without prejudice to any other remedy available for the breach of contract, may terminate the contract in sub-sequence to non – resolution of deficiency after the service of a notice of cure with a window period of fifteen days. After the end of the cure period, a 15 (fifteen) days’ notice shall be served on the Agency/ Bidder, and the contracts shall be deemed terminated after the end of the period of fifteen days from the date of notice of termination.
- b) The following sub-clauses shall attract the provision of termination, on the occurrence of the following events -:
 - (i) If the Bidder has abandoned or repudiated the Contract;
 - (ii) If the Bidder has without valid reason failed to commence work on the project promptly;
 - (iii) If the Bidder has persistently failed to execute the works/express deliverable in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;
 - (iv) If the Bidder defaults in proceeding with the works/job with due diligence and continues to do so after a notice in writing of fifteen (15) days from BECIL;

- (v) If the Bidder has obtained the contract as a result of undue influence or adopted unethical means/ corrupt practices.
- (vi) if the information submitted/furnished by the Bidder is found to be incorrect;

16.3. Termination due to Insolvency

- a) If the Agency/Bidder dissolves or become bankrupt or insolvent or cause or suffer any receiver to be appointed for its business or any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, then BECIL shall be at liberty :-
- b) To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by a fifteen day notice in writing to the Agency/Bidder or to give the Receiver or liquidator or other person, the option of carrying out the contract subject to its providing a guarantee upto an amount to be agreed upon by BECIL for due and faithful performance of the contract.

16.4. Termination for Convenience

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

17. POST TERMINATION RESPONSIBILITY

- 17.1. In all cases of termination herein set forth, the obligations of BECIL to pay shall be limited to the period upto the date of termination, subject to the receipt of such payment from the Client.
- 17.2. That any pending bills raised by the Bidder, prior to or post the termination of the Contract on account of the breach of the terms and conditions of the contract, shall be put on hold, till the time , the corresponding payment is received from the Client and any amount deducted by the Client against the bills raised by BECIL shall be consequently deducted from the bills raised by the Bidder respectively.
- 17.3. The Bidder shall forthwith stop any of its work then in progress, except such work as BECIL may, in writing, require to be executed at the designated site/premises.

17.4. That in the event of termination under clause 17.1 and 17.2 the whole or part of the performance security furnished by the Agency/Bidder is liable to be forfeited without prejudice to the right of BECIL to recover from the Agency/Bidder any accruing or incurred losses or damages, on account of termination of contract due to unsatisfactory performance/ delay in execution of work.

18. **NOTICES**

18.1. Any notice, invoice, approval, advice, report or notification in connection with this Contract shall be in writing and any notice or other written communication pursuant hereto shall be signed by the party issuing the same and shall be addressed to the BECIL or the Bidder and may be given by delivering the same by hand or sending the same-by prepaid registered mail, official e-mail or facsimile to the relevant address forth below or such other address as each Party may notify in writing to the 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) at the Party's principal or registered office address as set out below:

**Broadcast Engineering Consultants India Ltd,
C-56/ A-17, Sector-62, Noida-201307, U.P., India.
Email: alok.chauhan@becil.com**

19. **NO WAIVER**

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

20. **AMENDMENT:**

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

21. **ARBITRATION**

21.1. **Conciliation of Dispute**

- a. Any dispute(s) /difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled mutually and amicably between the Parties, within a time span of **thirty days** from the date of invocation of dispute vide a written notice by the Aggrieved party. The Aggrieved Party shall notify the other party in writing about such dispute(s)/ difference(s)/ issue(s) between/ amongst the Parties and that such a Party wishes to refer the dispute(s)/ difference(s)/issue(s) to Conciliation. Such Notice/Invitation for Conciliation shall contain sufficient information as to the dispute(s)/ difference(s)/issue(s) to enable the other Party to be fully informed as to the nature of the dispute(s)/ difference(s)/issue(s), as well as the amount of monetary claim.
- b. That in the event of reference of dispute for Conciliation, a committee comprising of two members, nominated by each party i.e. the Bidder and BECIL respectively shall try to amicably resolve/settle the dispute.

21.2. **Reference of Dispute to Arbitration proceeding post conciliation**

- a) In the event of failure in mutual resolution of the issue, any dispute(s)/ controversy(s)/ issue(s) arising out of or in connection with the contract, including any question regarding its existence or validity shall be referred to and finally resolved by Arbitration administered by the Delhi International Arbitration Centre as per the Delhi International Arbitration Centre proceeding Rules 2023.
- b) The Aggrieved party wishing to refer a dispute to Arbitration shall give a notice to the Defaulting Party specifying all the points of dispute(s) with details of corresponding the claim amount.
- c) The Arbitration Proceeding shall commence within a span of **thirty days** from the date of receipt of Invocation Notice complete in all respects as mentioned above,
- d) The dispute(s)/ difference(s)/controversy(s) shall be adjudicated by a single/sole Arbitrator empanelled with the Delhi International Arbitration Centre.
- e) The seat of Arbitrations shall be at New Delhi and the Arbitration proceeding shall be conducted in English.

- f) The award of Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by both the parties.
- g) The provision of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time shall apply to the Arbitration proceedings under this Contract.
- h) That any claim of damage(s) or losse(s) incurred by BECIL as a consequence of the invocation of the litigation/arbitration proceeding owing to the suspension or abandonment of work by the Bidder/Agency shall be reimbursed by the Bidder/Agency.
- i) In the event of initiation of AMRCD proceedings between BECIL and the client, the decision / mutual settlement arrived at, on the conclusion of the proceeding between the parties, shall in turn become applicable on the selected agency/Bidder in all respects.

22. **JURISDICTION**

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

23. **Force Majeure**

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

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

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

24. **SUBCONTRACTING**

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

25. **EXTENSION OF TIME**

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

25.2 Any period within which Bidder is unable to complete the work or perform its obligations due to persistence of force majeure event, shall be extended for a period equal to the time during which the Bidder was unable to perform such action.

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

26. **ASSIGNMENT:**

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

26.2 Subject to clause mentioned above, the selected Agency shall not be permitted to assign its rights and obligations, under the Contract/ Agreement / work order, to any third party.

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

27. **CONSORTIUM AND OUTSOURCING:**

Consortium /Joint ventures are not allowed.

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

28. **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.

29. **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.

30. **ENTIRE CONTRACT:**

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

31. **LIQUIDATED DAMAGES**

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

32. **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.

33. **SAFETY COMPLIANCE**

The agency shall be responsible for overseeing and validating that the contractor ensures the safety of all personnel, including its employees, subcontractors, and agents, involved in work performed on or near high towers. Without limiting the generality of the foregoing, the Contractor shall implement and strictly adhere to the following safety measures and requirements, which are to be overseen/ validated by the agency:

1. Compliance with Regulations: The Contractor shall comply with all applicable local, state, and national safety laws, regulations, codes, and standards pertaining to work at height, including but not limited to regulations concerning fall protection, scaffolding, ladders, lifting equipment, and electrical safety.

2. Risk Assessment and Safety Plan: Prior to commencing any work on high towers, the Contractor shall conduct a comprehensive risk assessment to identify all potential hazards associated with the work. Based on this assessment, the Contractor shall develop a detailed site-specific safety plan. This plan shall outline the specific safety procedures, equipment, and precautions to be implemented to mitigate identified risks. The Contractor shall ensure that all personnel involved in the work are thoroughly briefed on and understand the safety plan.

3. Fall Protection: The Contractor shall provide and ensure the proper use of appropriate fall protection systems for all personnel working at heights of six (6) feet or more above a lower level. This includes, but is not limited to, the provision and mandatory use of personal fall arrest systems (PFAS), safety harnesses, lanyards, anchor points, safety nets, guardrails, and other fall prevention measures as deemed necessary by the risk assessment and applicable regulations. All fall protection equipment shall be inspected regularly by a competent person in accordance with manufacturer's instructions and applicable standards.

4. Competent Personnel: All personnel involved in work on high towers, including those erecting, dismantling, inspecting, or using scaffolding, operating lifting equipment, or performing any other high-risk activities, shall be competent and adequately trained for the specific tasks assigned to them.

5. Safe Access and Egress: The Contractor shall establish and maintain safe means of access to and egress from all work areas on high towers. This includes the provision of safe and stable ladders, scaffolding erected and inspected by competent personnel, personnel hoists, or other approved methods.

6. Weather Conditions: The Contractor shall monitor weather conditions and shall cease work on high towers if conditions such as high winds, lightning, heavy rain, or other adverse weather pose a safety risk to personnel. Work shall only resume when weather conditions are deemed safe by a competent person.

7. Emergency Procedures: The Contractor shall develop and implement comprehensive emergency procedures to address potential incidents such as falls, injuries, or equipment malfunctions. These procedures shall include provisions for prompt rescue, first aid, and communication. Emergency contact information and evacuation plans shall be readily available at the worksite.

8. Inspections and Audits: The Contractor shall conduct regular inspections of all safety equipment and procedures to ensure ongoing compliance with the safety plan and applicable regulations.

9. Indemnification: The Contractor shall indemnify and hold harmless the Client from and against any and all claims, losses, damages, liabilities,

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

E. ELIGIBILITY CRITERIA

Participants meeting the following criteria are eligible to submit their proposals online along with supporting documents. If the Proposal is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

Basic Requirements	Specific Qualification Criteria	Documents to be submitted
Document Processing Fee	Document Processing Fee of INR 2000/- + 18% GST (INR 2360/-)	Scan copy of DD/RTGS will be submitted along with Proposal
Legal Entity	The Company should be Proprietorship or Partnership or registered under Indian Company Act 2013 or any Consultant expert in the relevant field and relevant documents must be submitted with the proposal. Registered with Goods and Services Tax Network (GSTN) and PAN.	Copy of Certificate of Incorporation/ Proprietorship Registration/ Partnership deed/ Memorandum & Articles of Association. Valid GSTIN and copy of GST Registration Certificate. Copy of PAN.
Professional Background:	The firm should have own employees (minimum three in number) with Bachelor's degree in Civil or Structural Engineering, with preference for a master's degree in Structural Engineering or related fields.	Documentary evidence must be submitted.
Financial strength	Average turnover of the participant must be Minimum Rs. 5 Lakh during the last	Copies of Statutory auditor's certificate for last 03 financial years

	three financial years (FY2021-22, FY2022-23, FY2023- 24) Certificate should be as per the Format Attached at Annexure -V	(FY-2021-22, FY-2022-23, FY-2023-24) duly certified the Chartered Accountant with CA's registration number, UDIN No and seal. Respective Financial year, Financial statement also required to submit.
Experience	<p>(i) Proven track record of successful project delivery in structural engineering, particularly with tower projects (80 Mts., 75 Mts., 60 Mts., 40 Mts., and 30 Mts.).</p> <p>(ii) Experience in analyzing, designing, and detailing tower structures.</p> <p>(iii) Minimum of 5 years' experience in the design of Broadcast towers or equivalent with strong foundational knowledge in structural engineering.</p> <p>(iv) Experience in the Similar work in last Three financial years i.e. 2022-23, 2023-24, 2024-25 and till the date of issue of this EOI.</p> <p>a) Two or more work order \geq 5 Lakh work each</p> <p>b) Single work order \geq10 Lakh work</p>	Documentary evidence must be submitted.
Software Proficiency:	Expertise in structural analysis and design software and AutoCAD.	Documentary evidence must be submitted.
Authorization Certificate	Authorization Certificate will be submitted on Firm's Letter Head duly signed by the Competent Authority.	Scan Copy of Authorization Certificate will be submitted in Firm's Letter Head.

Empanelment Fee (Non-refundable)	The successful Bidders has to submit one-time Empanelment Fee(Non-Refundable) of INR 10,000/- (Rupees Ten Thousand Only) in the form of Demand Draft/NEFT/RTGS. In case of Default Empanelment fee shall be forfeited.	The Letter of Intent shall be acknowledged by the successful bidders in writing and they shall send their acceptance letter along with the Demand Draft/NEFT/RTGS of Rs. 10,000/- to enter into a MoU within twenty one (21) days from the receipt of the Letter of Intent.
Participant Details	As per Annexure-II	As per Annexure-II

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory. Relevant portions, in the documents submitted should be highlighted.

Note :

The Tender Fee (Document Processing Fee) and Empanelment Fee amount can be remitted through RTGS/NEFT to;

Bank: Union Bank of India

Branch: 26/28, First Floor, D Block, Cannaught Place, New Delhi-110001

Branch Code: 3710

Bank A/c No.: 565101000065461

RTGS Code: UBIN0530786

Or

In the form of Demand Draft (DD) in favor of “Broadcast Engineering Consultants India Limited” payable at New Delhi.

F. TECHNICAL EVALUATION CRITERIA (MARKING MATRIX)

Sr. No.	Parameters/Attributes/Dimensions (The data/details shall be of the System Integrator)	Maximum Score
	Technical Documents	
1	Financial strength of the firm during last three financial years (FY2021-22, FY2022-23, FY2023- 24):	15
	5 Lakh ≥ Average annual financial turnover < 7 Lakh	05
	7 Lakh ≥ Average annual financial turnover < 10 Lakh	10
	Average annual financial turnover ≥ 10 Lakh	15
2	Experience in the Similar work in last Three financial years i.e. 2022-23, 2023-24, 2024-25 and till the date of issue of this EOI.	20
	a) Two or more work order ≥ 5 Lakh work each	10
	b) Single work order ≥ 10 Lakh work	20
3	Total Experience in Similar Work (Calculated from year of Incorporation in similar field)	15
	a) 5 Years ≥ No. of Years < 10 Years	05
	b) 10 Years ≥ No. of Years < 15 Years	10
	b) No. of Years ≥ 15 Years	15
4	Team Composition	10
	a) 2 Engineer/ Structural Analyst with at least 5 years of experience in relevant field.	5
	b) 3 Technician with at least 3 years of experience in relevant field.	5
5	Presentation	40
	Total Score(A+B)	100

Remarks: - Evaluation will be done in three Stages as mentioned below:

Stage one: Confirmation of EOI document (Hard copy) and EOI document fees.

- **Hard copy of “Technical Bid” and Confirmation of DD/ NEFT / RTGS / e-payment for EOI Document Fee and**
- **An Undertaking on Companies Letter Head to submit the Empanelment Fee on written communication from BECIL for having qualified. (Annexure – X)**

Stage Two: Pre - Qualification Proposals (ELIGIBILITY CRITERIA)

- **Evaluation of Qualification Proposals to Establish the eligibility Claims**

Stage Three: Presentation

- **The eligible agency/ candidate shortlisted by the committee will be called for Presentation.**

Note :-

1. The bidder(s) will be ranked in descending order according to their assigned marks. All the bidders securing average 70% (70 Marks out of 100) or above marks shall be empanelled with BECIL. Also a minimum of three vendors shall be empanelled in each category.

In case only 2 (or less) vendors qualify for empanelment, the process may be cancelled / re- initiated.

G. METHOD OF PLACEMENT OF WORK ORDER AFTER EMPANELMENT

• Evaluation Criteria for placement of Work Order after Empanelment:

After Empanelment, the commercial offers for specific projects shall be sought by BECIL as and when required, from the empaneled agencies, only during the period of Empanelment, through Limited Tender Enquiry.

I. The lowest offers will be decided upon the lowest rates quoted by the particular agency as per the price format given in specific enquiry. The Agency who fulfills all terms and conditions of enquiry and quotes lowest price, will be awarded Work Order.

II. The consideration of taxes and duties in evaluation process will be as follows:

All taxes and duties quoted by the agency will be considered. The ultimate cost to BECIL would be the deciding factor for ranking of offers.

The agencies are required to spell out the rates of GST in unambiguous terms. In the absence of any such stipulation it will be presumed that the prices quoted are firm and no claim on account of such taxes & duties will be entrained after the opening of financial bids. If an applicant is exempted from payment of GST up to any value of services from them, they should clearly state that no GST will be charged by them up to the limit of exemption by Government which they may have the documentary evidence for exemption of any statutory duties and taxes has to be produced along with financial bid. If any concession is available in regard to rate/quantum of GST with the approval of Government, it should be brought out clearly. Stipulation like, GST is presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by an agency that GST will not be charged by him even if the same becomes applicable later on. In respect of the Applicants who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of GST which is normally applicable on the item in question for the purpose of comparing their prices with other Applicants.

III. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

IV. The lowest acceptable offer will be considered further for placement of Work order after complete clarification and price negotiations if required as decided by BECIL. BECIL also reserves the right to do apportionment of quantity, if it is convinced that lowest applicant is not in a position to provide multiple services within stipulated time and the same will be placed to another applicant at lowest-1 rate.

V. Any other criteria as applicable to suit a particular case.

SECTION II

CONTENTS

A. SCOPE OF WORK

A. SCOPE OF WORK :

The empanelled agencies/consultants, will be engaged for specific projects on competitive basis/ through Limited Tender Enquiry, where they shall be responsible for the following:

1. Design of FM Broadcast Towers:

- Design of new FM broadcast towers with approximate heights of 80 Mts., 75 Mts., 60 Mts., 40 Mts. and 30 Mts. considering applicable loadings (wind, seismic, dead/live loads) in accordance with relevant IS codes or international standards (e.g., IS 875, IS 800, TIA-222, Eurocode).
- Preparation of detailed structural drawings, design calculations, connection details, and fabrication drawings (as applicable).
- Selection of suitable tower configuration (guyed/monopole/self-supporting) based on site and functional requirements.

2. Vetting of Structural Designs :

- The consultant shall vet the structural design and drawings of towers developed either in-house or by third-party engineers to ensure compliance with design norms and safety standards.
- Special emphasis should be given to structural safety, durability, and optimization.

3. Structural Analysis of Existing Towers: Conduct structural assessment, stability analysis, capacity increase, assessment for safety compliance of existing towers/site (wherever tower drawings are available, as well as not available) of **existing towers located at premises of All India Radio (AIR), RailTel, BSNL**, and other identified sites across India.

4. Determine the feasibility of installing new **FM broadcast antennas and feeder cable systems** on the existing towers. Provide recommendations on strengthening, modifications, or limitations, based on structural capacity and safety margins.

5. Third-Party Certification by Premier Institutes

- The final vetted designs must be further reviewed and certified by IIT (Indian Institute of Technology) or an equivalent reputed technical institute.
- The consultant shall coordinate and facilitate the process of submission and certification from these institutions, including addressing queries and incorporating recommendations.

6. Site Inspection & Supervision (if required):

- On-site visits to assess feasibility or structural integrity.
- Supervision of critical construction stages.

7. Reports and Certification:

- Provide structural stability certificates.
- Submit detailed vetting and compliance reports.

8. Compliance & Documentation

- The consultant shall ensure all designs and vetting meet the applicable building and broadcasting standards and local authority requirements.
- Submit signed vetting certificates, compliance statements, and structural safety assurance reports.

9. Knowledge of local and international design codes

- The consultant must have Knowledge of local and international design codes (e.g., IS 875, IS 800, Eurocode, etc.).

10. **Coordination with Stakeholders:** Work closely with BECIL and site owners (such as AIR, RailTel & BSNL) to collect existing tower data and access sites for inspections.

11. Ensure that all designs, vetting reports, and analyses are in line with the technical and operational requirements of BECIL.

12. Ensure all the designs/ analysis/ reports submitted/ work undertaken, are fully compliant with all relevant IS codes, broadcasting standards, and structural safety norms

13. Deliverables

- Detailed design reports and calculations.
- Construction drawings and specifications.
- Bill of Quantities (BOQ) and cost estimates.
- Reports on site surveys, investigations, and analyses.
- Project completion reports.

SECTION III

ENCLOSURES

CONTENT

- A. ANNEXURES**
- B. CHECKLIST**

A. ANNEXURES

ANNEXURE-I: TECHNICAL QUALIFICATION PROPOSAL SUBMISSION FORM

<To be submitted in company's letterhead>

To,
The Deputy General Manager
Broadcast Engineering Consultants India Limited (BECIL)
C-56/ A-17, SECTOR-62, NOIDA-201301, U.P. PH.: 0120-417785

Subject: Technical Qualification proposal form **“Empanelment of Reputed Agencies for for Phase-III (Batch-3)”**.

Dear Sir,

With reference to your EOI Document <reference no. BECIL/FM PHASE-III (Batch-3/ EOI / /2025 Date: .../.../2025 ><dated> I/we, the undersigned, having Aforementioned all relevant documents and understood their contents, hereby submit our offer to provide services for **“Empanelment of Reputed Agencies for for Phase-III (Batch-3)”**.

We are hereby submitting our proposal, which includes this Technical Proposal and Commercial Proposal as mentioned in the above EOI. This submitted proposal is unconditional.

I/We hereby declare that all the information and statements made in this Proposal and in the Appendices are true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals and accept that any misinterpretation contained in it may lead to our disqualification. I/We shall make available to the BECIL any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

I/We declare that I/We have examined and have no reservations to the EOI Documents, including any Addendum/Clarification issued by the BECIL and I/We do not have any conflict of interest in accordance with EOI Document.

I/We undertake, if our Proposal is accepted and we have been engaged for providing the services to BECIL, we shall abide by the conditions of the EOI and subsequent corrigendum/addendum and service Contract.

I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the agency, without incurring any liability to the Participants in accordance with clauses of the EOI document. I/We understand that you have right to reject our application without assigning any reason or otherwise. I/we hereby waive our right to challenge the same on any account whatsoever.

I/We agree and understand that the proposal is subject to the provisions of the EOI document. In no case, shall I/we have any claim or right if proposal is not opened or rejected.

An Undertaking signed by the Competent Authority in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith.

I/We certify that M/s<(Agency Name)> is a Single Participant in response to your EOI for Providing “**Empanelment of Reputed Agencies for for Phase-III (Batch-3)**” to BECIL.

I/We agree and undertake to abide by all the terms and conditions of the EOI Document. I/we hereby unconditionally accept the EOI conditions of BECIL’s EOI documents in its entirety for the above work.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the EOI Document.

Yours sincerely,
Authorized Signature [In
full and initials]: Name
and Title of Signatory
Name of
Agency:
Address
Date:
Seal / Stamp of Participant:

ANNEXURE-II: Technical Qualification (Bidders Information)*<To be submitted in Agency's letterhead>*

#	Particulars	Participants Information	
1	Name of Participant /Agency		
2	Name of the Managing Director/CEO/Partnership/proprietorship of the Agency		
3	Type of Agency		
4	Full address of the Registered and Branch Offices		
5	Year of establishment of firm		
6	CIN / Registration no. of commercial establishment Act 1961 of the Agency		
7	GST Registration No.		
8	PAN		
9	Financial Information of the Participant company	Financial Year	Annual Turnover
		FY 2023-2024	
		FY 2022-2023	
		FY 2021-2022	
		Total Annual turnover in last three financial years (in INR)	
		Average Annual turnover for last three financial years (INR)	
		Net worth of the company for the FY 21-22, 22-23 & 23-24	
10	Details of Contractor official to whom all reference shall be made regarding this EOI.	Name:	
		Mobile number:	
		Email ID:	
		Office Address:	

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

ANNEXURE-III: Non-black listing Declaration
<To be submitted on Agency's Letter Head>

DECLARATION FOR NON-BLACK LISTING

EOI Reference no.: BECIL/FM PHASE-III (Batch-3/ EOI /
/2025 Dated:

We confirm that our company/agency as on date of submission of the proposal is not blacklisted or banned by any Ministry / attached offices / Subordinate offices under Government of India and in State Government, Autonomous Bodies (established by Central / State Govt), any Central/State PSUs in India for Corrupt, fraudulent or any other unethical business practices, as on bid submission date.

Sincerely,
(Signature)
(Name & Signature of Authorized Representative of company)

Duly authorized to sign the EOI Response for and on behalf of:

(Name and Address of Company) Seal/Stamp

ANNEXURE-IV: SELF DECLARATION FOR THE CODE OF INTEGRITY

(To be Included in the EOI on Participant's letter head)

I/We shall maintain a high degree of integrity during the course of my/our dealings business/contractual relationship with BECIL. If it is discovered at any stage that any business/contract was secured by playing fraud or misrepresentation or suspension of material facts, I/We authorize BECIL to term such contract as voidable at the its sole option.

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

ANNEXURE-V: Certificate of Annual Turnover certified by CA

To,

The Deputy General Manager

Broadcast Engineering Consultants India Limited (BECIL)

C-56/ A-17, Sector-62, Noida-201301, U.P. Ph.: 0120-417785

Subject: Technical Qualification proposal form “Empanelment of Reputed Agencies for Installation / Maintenance of FM Antenna System, RF Feeder Cable & Cable Tray for Phase-III (Batch-3)”.

EOI No:- BECIL/FM PHASE-III (Batch-3/ EOI / /2025
dated

Sir/Madam,

I hereby declare that I have scrutinized and audited the financial statements of M/s having Registered OfficeAverage Turnover Rs.

..... of the Participant M/s as on 31st March 2024 as per audited statement is as

follows:

SI No	Financial Year	Annual Turnover (INR Lakhs)	Net worth (INR Lakhs)
01	FY 2021-2022		
02	FY 2022-2023		
03	FY 2023-2024		
Average Annual Turnover			

*To be provided from latest available Audited statement

I also certify that M/s has not filed for insolvency in the last 3 financial year as disclosed by the records and documents produced before us and information and explanation given to us.

For

M/s.

Chartered Accountants / Statutory Auditor Signature

Name of Chartered Accountant:

UDIN No:

Seal/ Stamp Date:

Place:

ANNEXURE-VI: Power of Attorney for signing the Bid on Company Letter Head

KNOW ALL MEN BY THESE PRESENTS,

We "Name of Applicant" 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 applicant.

IN WITNESS WHEREOF WE, (Name of Applicant)____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF Date_____ .

For **Name of Applicant**,

Accepted

Witnesses:

1. (Notarized)
- 2.

ANNEXURE-VII: DETAILS OF WORK EXPERIENCE

PARTICULARS OF SIMILAR WORKS EXECUTED

S. No	Name of project with address	Short Description of work executed	Date of Award of work	Date of Completion of work	Name and address of Client with contact no.	Value of work executed
1						
2						
3						
4						
5						
6						

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

ANNEXURE-VIII: Format for Compliance w.r.t. to Land Border Clause

<To be submitted on Agency's Letter Head>

DECLARATION

EOI Reference no.:

Dated:.....

I/We certify that this Bidder M/s
..... is not from
such a country or if from such a country has been registered with the
Competent authority. I hereby certify that this bidder 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.

Authorized Signatory with

Date and Seal:

Designation:

Business:

Address:

Signature:

Seal:

Date & Time:

ANNEXURE- IX : NON-DISCLOSURE AGREEMENT

For Tender Reference No.- dated

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

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

AND

M/s, a Private Limited Company incorporated on under the purview of the provisions of the Companies Act 1956, having its registered address at authorized vide a Board Resolution dated, Hereinafter referred to as the "Second Party" or "Receiving Party") which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representative and permitted assigns Whereas Broadcast Engineering Consultants India Limited is an ISO 9001:2015, 27001:2013, ISO/IEC 20000:2012 is a certified, Mini Ratna, Central Public Sector Enterprise (CPSE) falling under the purview of Ministry of Information and Broadcasting, Government of India, and was established on 24th March 1995. That M/s BECIL provides Project Consultancy services, turnkey solutions, System integration, Operation & Maintenance services for the entire gamut of radio and television broadcast engineering projects and has also gradually diversified into the domain of businesses pertaining to strategic national importance and has won major Projects/ Tenders in the field of security & surveillance, IT networking, Data center and Communication Intelligence

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

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

un-authorized use and disclosure

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

1. INTERPRETATION

1.1 In this agreement, unless otherwise specified:

(i) references to clauses, Sub-clauses, Paragraphs and Schedules are to clauses, sub-clauses, paragraphs of and schedules to this Agreement;

(ii) use of any gender includes the other genders;

(iii) references to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;

(iv) references to a 'person' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);

(v) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;

(vi) any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;

(vii) references to a 'business day' shall be construed as a reference to any day that is not a Sunday or a public holiday and starts at 9 am;

(viii) references to times are to Indian standard time;

(ix) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and

(x) all headings and titles are inserted for convenience only. Ambiguities w.

2. TERM

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

3. SCOPE OF THE AGREEMENT

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

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

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

4. OBLIGATIONS OF THE RECEIVING PARTY

4.1 The Receiving Party shall –

- (i) use the Confidential Information only for the Business Purpose and shall hold the Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, taking into account the nature of the Confidential Information, and
- (ii) grant access to Confidential Information only to its employees on a “need to know basis” and restrict such access as and when not necessary to carry out the Business Purpose.
- (iii) cause its employees to comply with the provisions of this agreement;
- (iv) reproduce Confidential Information only to the extent essential to fulfilling the Business Purpose, and
- (v) disclose the Confidential Information to its consultants/ contractors/ any third parties on a “need to know basis”; provided that by doing so, the Receiving Party agrees to bind such consultants/ contractors to terms at least as restrictive as those stated herein.
- (vi) The Receiving Party upon making a disclosure under this clause shall – a. advise the consultants/contractors of the confidentiality obligations imposed on them by this clause.
- (vii) upon the Disclosing Party's request, the Receiving Party shall either return to the disclosing party all Confidential Information or shall certify to the disclosing party that all media containing Confidential Information have been destroyed. Provided, however, that an archival copy of the Confidential

Information may be retained in the files of the Receiving Party's counsel, solely for the purpose of proving the contents of the Confidential Information.

- (viii) not to remove any of the other Party's Confidential Information from the premises of the Disclosing Party without prior written approval.
- (ix) exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the Disclosing Party's prior written approval, from the Disclosing Party's premises. Each Party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.
- (x) Upon the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.

5. EXCEPTIONS TO CONFIDENTIAL INFORMATION

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

- (i) was independently developed by or for the Receiving Party without reference to the Information, or was received without restrictions; or
- (ii) has become generally available to the public without breach of confidentiality obligations of the Receiving Party;
- (iii) was in the Receiving Party's possession without restriction or was known by the Receiving Party without restriction at the time of disclosure;
- (iv) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the Receiving Party has given the disclosing party prompt notice of such demand for disclosure and the Receiving Party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or
- (v) is disclosed with the prior consent of the disclosing party;
- (vi) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the Receiving Party from the disclosing party under an obligation of confidence; or

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

6. OWNERSHIP OF THE CONFIDENTIAL INFORMATION

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

6.2 By disclosing the Confidential Information or executing this agreement, Disclosing Party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. The Disclosing Party disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information.

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

6.4 Execution of this agreement and the disclosure of Confidential Information pursuant to this agreement do not constitute or imply any commitment, promise, or inducement by either Party to make any purchase or sale, or to enter into any additional agreement of any kind.

7. DISPUTE RESOLUTION

7.1 If a dispute arises in relation to the conduct of this Contract (Dispute), a both the parties shall try to amicably resolve the dispute before invoking the arbitration clause.

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

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

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

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

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

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

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

8. INJUNCTION

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

9. VARIATION

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

10. WAIVER

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

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

11. EXCLUSION OF IMPLIED WARRANTIES

11.1 This agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other

agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

12. ENTIRE AGREEMENT

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

13. SEVERABILITY

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

14. NO PARTNERSHIP

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

15. THIRD PARTIES

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

16. SUCCESSORS AND ASSIGNS

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

17. NOTICES

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

**Broadcast Engineering Consultants India Ltd,
C-56/A-17, Sector -62, Noida 201 307
Tel: 0120-4177850 Fax: 0120-4177879**

Name of the authorised person-

Contact:

E-mail:

M/s-----

Name of the authorized person

Designation of the authorized person

Contact:

Email:

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

18. MITIGATION

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

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

SIGNED

SIGNED

For and on behalf of BECIL

For and on behalf of the Receiving Party

(Signature)

(Signature)

In the presence of:

1. _____
2. _____

**ANNEXURE-X: UNDERTAKING TO SUBMIT THE EMPANELMENT FEE
ON INTIMATION OF SUCCESSFUL SELECTION**

EOI Ref No.....

Date

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

Dear Sir,

We hereby undertake to submit the Empanelment Fee on written communication from BECIL for having qualified for empanelment.

(Signature with date)

(Name and designation)

Duly authorized to sign proposal for and on behalf of

(Name & Address of the Agency and Seal of Company)

Annexure: XI : DECLARATION

I/We hereby certify that the information furnished above is true and correct to the best of my / our knowledge and I have read and understood the terms and conditions contained in the EOI document.

I/We understand that in case any deviation is found in the above statement at any stage, I / We will be blacklisted and will not have any dealing with the BECIL in future.

Signature of Authorized Signatory on behalf of Agency

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

ANNEXURE-XII: BECIL MANDATE FORM



भारत सरकार का उपक्रम A Government of India Undertaking



(A Govt. of India Undertaking)

MID CORPORATE BRANCH, DELHI SOUTH

D -26-28, Connaught Place, NEW DELHI -110001

Tel:+91-9137849790; Fax: 01-11 23414330 ; Swift: UBININBBNDL

Email: ubin0549797@unionbankofindia.bank

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

Date: 18.01.2023

TO WHOMSOEVER IT MAY CONCERN

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

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

Bank Stamp with Authorized Signatory

Date 20-01-2023

Page 1 of 1

Page 61 of 62

B. CHECK LIST

#	Supporting Documents	Compliance (Y/N)
1	Proposal submission form/Covering letter as per Annexure-I	
2	Scan DD/RTGS/NEFT for EOI Fee of Rs. 2360/-	
3	Copy of Certificate of company Registration / Incorporation / Proprietorship registration / valid Registration Certificate	
4	CA certification for Average turnover with UDIN no. and seal as per Annexure-V	
5	<p>Valid copy of GST, PAN, MSME/UDHYAM certificate (if applicable).</p> <p>MSME/UDHYAM certificate</p> <p>1. The (day) date of delivery of goods and/or rendering of services by [vendor] shall be the date or realization of payment from the [customer] once the goods and/or services are accepted by [customer]</p> <p>2. If in the instant contract, [vendor] 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 [customer's] Tender, the [vendor] agrees to forgo its rights under this Act and Policy.</p>	
6	Documentary evidence for minimum 5 years' experience in the form of work order and completion certificate as per ANNEXURE-VIII	
7	Undertaking on Company's Letter Head for not being blacklisted, signed by the Competent Authority as per Annexure-III	
8	Authorization Certificate will be submitted in Firm's Letter Head	
9	Participant Details as per Annexure-II	
10.	Documents as mentioned in Eligibility Criteria and Marking Matrix	

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