EXPRESSION OF INTEREST

FOR

SELECTION of IMPLEMENTATION AGENCY FOR PARTICIPATION IN TENDER FOR

"Procurement of Model School"

EOI Ref No.BECIL/DGM (VPG)/EoI/Model School/2025-26
Dated: 15/10/2025

Issued By

Ved Prakash Gupta, Deputy General Manager

बेसिल BECIL	**Broadcast Engineering Consultants India Limited** **(A Government of India Enterprise)** ***Head Office*: 14-B Ring Road, IP Estate, New Delhi- 110002Tel: 011 23378823** **Fax: 01123379885** ***Corporate Office*: BECIL BHAWAN, C-56-A/17, Sector-62, Noida-201 307Tel: 0120 4177850 Fax: 0120 4177879** **Web: www.becil.com** **E-mail:ved@becil.com**	G20

DISCLAIMER

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

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SECTION –I

INTRODUCTION AND BRIEF DESCRIPTION

1. ABOUT BECIL

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

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

2. INTRODUCTION OF PROJECT/TENDER

Northern Coalfields Limited (NCL)(A subsidiary of Coal India Limited) has floated a Bid on GeM with Bid number GEM/2025/B/6617950 on 09 September 2025 for procurement of Model School.

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

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

(a) BECIL is interested to submit a competitive bid in response to the **Bid number GEM/2025/B/6617950 Dated 09 September 2025** having Last date of submission as 22 October 2025 floated by Northern Coalfields Limited (A subsidiary of Coal India Limited).

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

(c) In case the bid submitted by BECIL against the NCL GeM Bid Number: **GEM/2025/B/6617950**, Dated: 09/09/2025 prepared in collaboration with the Implementation Agency selected through this EOI, is accepted and BECIL receives Work Order / Agreement from / with the Client, BECIL may issue a Work Order/Agreement to the selected agency. In such a scenario, the following conditions will be applicable, which are to be fully taken into consideration by the bidders, prior submitting a response to this EOI:-

(i) The Implementation Agency selected through this EOI, will have to sign a POST AWARD CONTRACT with BECIL, for undertaking the work as per the above mentioned Client's tender.

(ii) All terms and conditions of the Client's GeM Bid Number: **GEM/2025/B/6617950**, Dated:09/09/2025, and any subsequent amendments/ corrigenda thereof, will be applicable

fully on back to back basis on the Implementation Agency selected through this EOI, including all important terms and conditions like EMD, PBG, Payment Terms, SLA conditions, Liquidity Damages, and any other penalties etc.

(iii) **EMD/Bid Security**: The Bid Security amounting to Rs 18,57,320/- shall be submitted by implementing agency on successful selection before signing the Agreement in the form of BG/online transfer.The EMD submitted is refundable and no interest will be paid. That the Earnest money deposit of all the Unsuccessful Bidders shall be discharged/returned not later than 45 days after the finalization of the tendering process, whereas the Earnest money deposit of the successful Bidder shall be discharged upon signing the Work Order/Agreement or upon acknowledging the award and on furnishing of the Performance bank guarantee/ Security deposit.

Exemption to MSME and Startup shall be given as per GoI guidelines. Notwithstanding any other clause contained in the Contract, the Earnest money deposit shall be forfeited in the following circumstances-:

(a) In the event of withdrawal of bid, by the Bidder during the bid validity period
(b) If the Bidder is found indulgent in fraudulent/collusive and coercive practice

(c) In the event if the Bidder modifies the bid after the due date and time for the submission of the Bids
(d) In the case of successful Bidder, if the Bidder fails to sign the work order/Agreement
(e) In case if the Bidder fails to furnish the Performance bank guarantee/ security.

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

For arriving at the value of the Performance Bank guarantee for the indigenous orders, the order value shall be arrived after adding all taxes and duties as and when applicable. That the Performance bank guarantee shall remain valid for a period of 19 months (warranty period plus the three months

That the Performance Bank Guarantee shall be released subject to the, fulfillment of the contractual obligationa nd the satisfactory performance of the items/equipment during the warranty period. That the performance bank guarantee shall be released in case if no claim is imposed or pending at the end of the Client

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

BECIL.

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

(vii) Any Liquidated damages and penalties imposed by the end client in the project shall be imposed in full quantum to the selected agency.

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

4. ADDENDUM/AMENDMENT TO THE BIDDING DOCUMENT

At any time prior to the deadline for the submission of the Bids by the Bidders, M/s BECIL shall have the discretion to amend the bid at its own initiative or pursuant to a clarification sought by the prospective Bidder.

The Amendment / Addendum shall form a part of the Bidding Document pursuant to clause 8 and clause 39 of the General terms and Conditions and the same shall be notified on the said procurement portal, so that the said addendum/amendment becomes binding on all the prospective bidders.

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

SECTION –II

5. IMPORTANT DATES (SCHEDULE AND CRITICAL DATES)

S.N.	ACTIVITY	SCHEDULED DATE & TIME
1.	**EOI Number & Date**	BECIL/DGM (VPG)/EoI/Model School/2025-26 Dated: 15/10/2025
2.	**Date & Time of Issue of EOI**	15/10/2025, 1800Hrs
3.	**Last date and Time for Submission of bids**	21 October 2025, 1130Hrs
5.	**Estimated Bid value**	Rs 8,82,22,700/-
6.	**Place of Submission of EOI / Opening of EOI**	BECIL Bhawan, C-56/A -17, Sector - 62, Noida – 201 307
7.	**EOI Processing Fee** (Non-refundable)	INR 15000 + GST (Proof of submission to be submitted in BID)
8.	**EMD**	>INR 18,57,320/- on successful selection and before signing the Agreement. An undertaking to this effect to be submitted. For Details refer clause 3(c)(iii) > Relaxation to be given to MSEs & Startup as per Government norms.
9.	**Address for Communication of bids**	BECIL Bhawan, C-56/A -17, Sector - 62, Noida – 201307.
10.	**Contact details for this EOI**	Ved Prakash Gupta, Deputy General Manager Telephone: 0120-4177850 Email :kusum@becil.com/ved@becil.com

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

SECTION III-
General Terms and Conditions:

6. EOI NOTICE

5.1 Broadcast Engineering Consultants India Limited (BECIL) invites Expression of Interest (EOI), through offline mode,for selection of an Implementation Agency of BECIL, for collaborating with BECIL for preparing a bid and participating in **GEM Bid No GEM/2025/B/6617950**, dated: 09/09/2025 floated by Northern Coalfields Limited (NCL).

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

5.3 The EOI must be addressed to the given name and address:To,

Shri Ved Prakash Gupta, Deputy General Manager
Broadcast Engineering Consultants India Limited
C-56/A-17, Sector-62, Noida, Uttar Pradesh-201307

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

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

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

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

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

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

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

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

7. SUBMISSION OF EOI

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

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

6.3 As the EOI can be submitted only up to the defined date and time, there can't be any latebids. BECIL will not be responsible for any delay in obtaining the terms and conditions of the tender. BECIL will not be responsible for postal delays. Bids received after the due date will not be opened and rejected.

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

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

6.6 The EOI must contain:

6.6.1 Company/bidder profile relevant to EOI.
6.6.2 It should also include details of past experience relevant to the "Scope of Work".
6.6.3 Declaration regarding acceptance of Terms and conditions of EOI.

6.6.4 Declaration of not been blacklisted by any of the Government agency.

6.6.5 Essential information such as Name & address of the agency, Business Name, E-mail id, Fax No. /Telephone No. , Authorized Signatory name, E-mail ID and contact no.

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

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

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

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

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

6.12	**Checklist of documents/information to be submitted**	
	(a)	Profile of the company/bidder/firm
	(b)	Certificate of Incorporation (for Company/LLP)
	(c)	Memorandum & Articles of Association/Partnership deed
	(d)	Audited financial statements for the last 3 years i.e. FY 21-22, FY 22-23 and FY 23-24.
	(e)	Income Tax Return Acknowledgment for last 3 years(AY 21-22,22-23 and 23-24)
	(f)	Certificate of financial capability / credit facility issued by bank.
	(g)	GST Registration Certificate or valid exemption certificate
	(h)	Copy of PAN Card
	(i)	Any other relevant registration documents on registration with other appropriate authorities (ESIC, EPFO, Labour Deptt etc.)
	(j)	Authorization letter in the bidder's letterhead authorizing the person signing the bid for this EOI as Power of Attorney (POA)
	(k)	Undertaking in letter head to indemnify BECIL from any claims / penalties / statutory charges, liquidated damages, with legal

		expenses etc.
	(l)	Bidders Details as per format
	(m)	All the requisite documents in the prescribed formats placed at Annexures to this EoI
	(n)	Pre-Contract Integrity Pact as per Annexure-A (a) Bidders participating in the EOI have to sign Integrity Pact Those bidders who are not willing to sign Integrity Pact will not be considered for bid opening.
	(o)	(b) All the documents in support of Technical criteria like Experience Certificates, PO, proposed Makes for the solution, Solution architecture (if asked) and other documents as required.
	(p)	The Bidder shall provide an undertaking confirming that the proposed OEM meets all the eligibility and technical criteria specified in the tender document. The bidder may also obtain and submit a written confirmation from the OEM to their compliance with said criteria.
	(q)	Price Offer to BECIL as per Format of the EoI

7. OPENING OF EOI

7.1 The bids submitted against this EOI shall be opened on **Date 21/10/2025, 1200 Hrs**. BECIL reserves the right to change the date of opening of bid.

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

8. GENERAL TERMS & CONDITIONS OF EOI

8.1 The EOI Processing Fee, technical bid and financial bids are to be placed in separate sealed envelopes, super scribed with words "**EOI Processing Fee**", "**Technical Bid**" and "**Financial Bid**". All the three sealed envelopes as mentioned above are to be placed inside a single sealed envelope named as

"**Response for EOI No**. **BECIL/DGM (VPG)/EoI/Model School/2025-26**
Submitted by: [Firm/Company name]

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

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

information on website www.becil.com. BECIL reserves the right to cross verify the information directly with client.

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

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

8.6 All information contained in this EOI, or provided in subsequent discussions or disclosures,is proprietary and confidential. No information may be shared with any other organization, including potential sub-contractors, without prior written consent of BECIL.

8.7 In case the agency selected through EOI goes into liquidation or undergoes a change in business/management, it will be intimated to BECIL & the selected agency will fulfill its commitment in case order is awarded to them. In case the selected agency is not able to perform, the work under reference will be done at risk & cost of the selected agency (successful bidder). EMD or PBG as the case may be will be forfeited by BECIL

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

9. 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.

10. Intellectual property rights

10.1 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 EOI 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.

10.2 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.

10.3 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.

10.4 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.

11. Land and border provision

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

12. Indemnity

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

a) Deficiency in the Bidder's performance of its scope of service or breach of any of its obligations or scope of work

b) Actions by the Bidder that causes BECIL to be in indirect or direct consequential breach of the main contract

c) Any claims by employees, suppliers , creditors or other persons in a relationship with the Bidder

d) Any claims of infringement, misappropriation or otherwise by third parties in regard to the execution of the scope of work by the Bidder.

13. 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 EOI or execution process of contract, which can affect the decision of BECIL directly or indirectly.

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

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

g) Making false declaration or providing false information for participation in an EOI Process or to secure a contract.

14. Conflict of Interest

Any Bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this EOI. 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 EOI 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 EOI 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 EOI Document etc.) of this EOI 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 EOI document or specifications of the EOI 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 EOI process and execution of the Contract.

15. Undue influence

15.1 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.

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

16. Unlawful/Unethical Practices

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

16.2 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.

16.3 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:

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

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

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

17.3 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.

18. Blacklisting/ Debarment

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

19. Risk and cost clause

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

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

19.3 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.

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

19.5 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.

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

20. Penalties

20.1 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.

20.2 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.

21. Confidentiality

21.1 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.

21.2 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.

22. Right to inspection

22.1 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.

22.2 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.

23. Terminations

23.1 Termination of Contract/ Empanelment by BECIL due to unsatisfactory performance

a) If the Bidder refuses or fails to execute the specified quantum of work or any separate part thereof with diligence or ensure its completion within the time specified in the 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 7 days. That on the non-resolution of deficiency, a notice of termination shall be served on the Agency/Bidder and the Contract shall be deemed terminated after a period of 15 days from the date of notice of termination.

23.2 Termination due to Breach

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

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

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

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

(iii) If the Bidder has persistently failed to execute the works/express deliverable in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;

(iv) If the Bidder defaults in proceeding with the works/job with due diligence and continues to do so after a notice in writing of fifteen (15) days from BECIL;

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

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

23.3 Termination due to Insolvency

a) If the Agency/Bidder dissolves or become bankrupt or insolvent or cause or suffer any receiver to be appointed for its business of any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, then BECIL shall be at liberty :-

b) To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by a fifteen day notice in writing to the Agency/Bidder or to give the Receiver or liquidator or other person, the option of carrying out the contract subject to its providing a guarantee upto an amount to be agreed upon by BECIL for due and faithful performance of the contract.

23.4 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.

24 Post termination responsibility

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

24.2 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.

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

That in the event of termination under clause 16.1 and 16.2 the whole or part of the performance security furnished by the Agency/Bidder is liable to be forfeited without prejudice to the right of BECIL to recover from the Agency/Bidder any accruing or incurred losses or damages, on account of

termination of contract due to unsatisfactory performance/ delay in execution of work.

25. Notices

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

Broadcast Engineering Consultants India Limited,
C-56/ A-17, Sector-62, Noida-201307, U.P., India.
Email: ved@becil.com

26. 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.

27. Amendment

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

28. Arbitration

28.1 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.

28.2 Reference of Dispute to Arbitration proceeding post conciliation

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

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

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

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

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

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

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

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

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

29. 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.

30. Force majeure

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

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

30.3 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.

31. 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.

32. Extension of time

32.1 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.

32.2 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.

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

33. Assignment

33.1 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.

33.2 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.

33.3 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.

34. 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.

35. 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.

36. Liquidated damages

36.1 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:

36.2 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)

36.3 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.

36.4 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)

36.5 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.

37. 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.

38. SIGNING OF NON-DISCLOSURE AGREEMENT

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

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

39. MSME

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

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

39(iii) The bidder to give the undertaking as per Annexure – O, on a non-judicial stamp-paper of Rs. 100.

SECTION –IV

SCOPE OF WORKS

38. SCOPE OF WORK/SCHEDULE OF REQUIREMENTS

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

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

Client's Tender Reference No: GEM/2025/B/6617950, Dated 09/09/2025
Website: https://gem.gov.in/

(ii) **Warranty/Guarantee clause -:**
That the warranty/ guarantee clause as mentioned, under the additional terms and conditions in the tender of the Original Client, shall apply on a back to back basis on the Bidder.

(iii) Proven-ness criteria

That the Bidder shall comply and fulfill the provenness criteria as mentioned under the additional terms and conditions in the tender floated by the Original Client.

(iv) Suspension-;

That in the event an order suspension of services/business issued by the Client, the dispensation of delivery of goods or services or both, shall be discontinued by the Bidder. That the performance of, the services shall be continued only after the revocation of the order of suspension by the Client.

That M/ s BECIL shall not be liable for any claims, losses or damages accruing of out or in connection with the suspension order, inclusive of but not limited to claims such as payment of wages /remuneration to the manpower deployed, disbursal of payment to the OEM, manufacturers or third party vendors, loss of profit or any other routine payment to be made during the course of business. That the payment corresponding against the bills raised by the Bidder, a month prior to the date of the suspension order, and raised subsequently during the period of suspension, shall be withheld by M/s BECIL. That the pending bills shall be released only on the revocation of the order, or the release of the corresponding payment against the raised bills whichever is earlier.

(v) Price fall clause

If the Bidder reduces its price or sells or even offers to sell the contracted goods or services following conditions of sale similar to those of the contract, at a price lower than the contract price, to any person or organization during the currency of the contract, the contract price will be automatically reduced with effect from that date for all the subsequent supplies under the contract and the contract be amended accordingly.

SECTION –V

PREQUALIFICATION AND TECHNICAL CRITERIA AND EVALUATION

39.	PREQUALIFICATION CRITERIA OF BIDDERS
1.	**Company/Bidder's Profile**: (a) The Bidder shall be Company/bidder incorporated /registered in India under Companies Act 1956/2013/ proprietorship/ partnership firm/ Limited Liability Partnership (LLP). The Company should be in existence in India for at least the last 5 financial years as on date of submission of bid. (b) The bidder should have a valid PAN and GST Registration. Copy of PAN card and GST Registration certificate should be submitted in the bid. (c) The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing. An undertaking by the bidder should be submitted. (d) The Bidder should not be blacklisted/debarred/banned/restricted by any Union Govt. /State Govt. / PSU as on date of submission of the Bid. "No-Conviction Certificate" duly signed by authorized signatory signing the bid, should be submitted.
2.	**Financial Eligibility:** (a) The bidder must have minimum average annual turnover (of last three audited years) i.e. 2021-22, 2022-23 and 2023-24: **INR 4.65 Crores**. (Valid CA Certificate with UDIN no. and Audited Balance Sheets of 3 years is required to be submitted) (b) The bidder should have positive net worth in each of last three audited Financial Years) i.e. 2021-22, 2022-23 and 2023-24. (Valid CA Certificate with UDIN no. to be submitted) (c) Solvency Certificate/Credit Limit Facility (Fund/Non fund based) issued by Bank: **INR 2.35 Crores** (Copy of balance sheet and CA certificate with 18 digit UDIN number to be attached) (d) The bidder should have a valid certificate: ISO 9001-2015/2018 or latest certificate issued in the name of the bidder and CMMI Level 3 or above (Copy of valid certificates in the name of the bidder).

3	**Technical Eligibility Criteria:** a. The bidder must have successfully undertaken at least the following numbers of same/similar/higher specifications/ratings/versions etc assignments of value specified herein during the last 5 years to Coal India Limited and its subsidiaries, other PSUs, Government Departments etc :- One work order costing not less than the amount of **Rs. 7.45 Crores** OR Two work orders costing not less than **Rs. 4.65 Crores** each OR Three work orders costing not less than **Rs. 3.75 Crores** each. **Document to be submitted:** Copy of Agreement/Work order & completion Certificate/payment proof verified by CA is required to be submitted. Definition of Similar work:" "Development of smart schools including supply, installation and commissioning of Al Labs/Smart class/ Digital Library/Computer Lab and other related items in Government/ Semi-government schools/colleges."
	f. Consortium is not allowed.

40. PRELIMINARY EVALUATION

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

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

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

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

41. EVALUATION PROCESS

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

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

41.3 Upon verification, evaluation/ assessment, if in case any information furnished by the bidder/OEM/Implementing Agency is found to be Incomplete/incorrect, BECIL may seek clarification from the bidder. In case, the bidder fails to submit the relevant documents/details within the stipulated period of time, their bid will be summarily rejected and no correspondence on the same shall be entertained. Submission of false/forged documents will lead to forfeiture of security deposit/EMD and blacklisting of agency for a minimum period of 3 years from participating in BECIL tenders.

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

41.5 Evaluation of proposals shall be based on:

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

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

41.6 BECIL reserves the right to seek any clarifications on the already submitted bid documents; however, no fresh documents shall be accepted in support of proposals. BECIL also reserves the right to cross verify the information with any agency.

41.7 Conditional proposals shall NOT be accepted on any ground and shall be rejected straightway. If any clarification is required by the bidders, the same should be obtained before submission of the proposals.

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

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

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

41.9 The Financial Evaluation of the Bidders will be done only for those who qualify the Prequalification and technical evaluation Criteria and other mentioned criteria of the EoI.

42. FINANCIAL EVALUATION OF THE BIDS

The Bids will be financially evaluated as under:

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

a) During evaluation, bidders with least "**D**" will be considered as **L1** and shall be declared the successful Bidder.

b) The bid having higher value of "**B**" will be selected in case of two or more bidders have similar value of **D**.

c) In case of a tie, the bidder who will be ready to offer higher value of "B" will selected. In case the stalemate/ tie persists, the bidder with higher marks in the Technical Evaluation will be selected. In case the stalemate still persists, Evaluation Committee of BECIL shall ask the bidders to conduct presentation on their proposed solution/undertaking of the project. Evaluation committee will then select the bidder on best presentation without giving any reasons/ justifications. The decision of Competent Committee of BECIL shall be final in this regard, and shall be abided by all bidders.

d) If the bidder is selected, during the final tender submission, the price to be quoted to the Client shall not be more than price "**A**" and the margin offered to BECIL shall not be less than "**B**".

e) The decision of BECIL shall be final in this regard and cannot be challenged in any manner and also be abided by all the bidders.

f) **L1** bidder may be called for further negotiations, if required.

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

SECTION –VI

ENCLOSURES AND ANNEXURES

Annexure-A

PRE CONTRACT INTEGRITY PACT

Between

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

And

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

Preamble:

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

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

Section 1 – Commitments of the Principal

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

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

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

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

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

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

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

a) The Bidder(s) Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract/ or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder(s) Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder(s) Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s) Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" Shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only.

e) The Bidder(s) Contractor(s) will, when presenting himself, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract/Agreement.

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

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

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

Section 4 – Compensation for Damages

4.1. If the Principal has disqualified the contractor from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages Equivalent to Earnest Money Deposit / Bid Security.

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

Section 5 – Previous transgression

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

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

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

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

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

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

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

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

Section 8 – External Independent Monitor/Monitors

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

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

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

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

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

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

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

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

Section 9 – Pact Duration

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

Section 10 – Other provisions

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

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

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

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

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

बेसिल
BECIL

ANNEXURE B (BANK MANDATE FORM)

- DETAILS FOR PAYMENT OF TENDER PROCESSING FEES

HDFC BANK
We understand your world

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

Mandate Form

The Details for the facilitating the Payment are given below

A	Name of the Beneficiary	BROADCAST ENGINNEERING CONSULTANTS INDIA LIMITED
i	Address With Pin Code	BECIL Bhawan, C-56/A17, Sector -62, Noida – 201307 (U.P.)
ii	Permanent Account Number (PAN)	AAACB2575L
iii	(a) Telephone No. With STD Code	0120-4177850
	(b) Fax Number	0120-4177879
	(c) Contact Person	Sh. Awadhesh Pandit General Manager – (Finance)
	(d) E-Mail Address	gmfinance@becil.com
	(e) Mobile No.	9953119035
B	Bank Particulars	
i	Bank Name	HDFC Bank
ii	Bank Telephone No. with STD Code	0120-4664332
iii	Branch Address with PIN Code	Ansals Fortune Arcade K-Block, Sector-18, Noida-201301 Uttar Pradesh
iv	11 Character IFSC Code of the Bank (Either enclosed a Cancelled Cheque or obtain Bank Certificate as appended)	HDFC0000088
v	Bank Account Number as appearing on the Cheque Book	99998130918866
vi	MICR Code	110240014
vii	SWIFT Code	HDFCINBB
viii-	Bank Account Type	Current Account

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

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

www.hdfcbank.com

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

Annexure - C

Particulars of the Bidder

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

Signature of Authorized Signatory

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

Annexure – D

Annual Turnover & Net worth

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

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

Full Name of Bidder (Supplier) entity:

Full Address of Bidder (Supplier) entity:

S. No.	Financial Year	Turnover of Bidder	Net worth	Remarks
1	2021-22			
2	2022-23			
3	2023-24			
	Average			

*Enclose Audited Balance sheets only.

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

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

Annexure – E

Performa of letter of Undertaking for Bid Validity

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

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

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

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

Signature of Authorized Signatory

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

Annexure - F

Bid Covering Letter

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

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

Dear Sir/Madam,

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

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

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

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

Signature of Authorized Signatory

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

Annexure - G

Credentials Summary

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

Signature of Authorized Signatory

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

Annexure - H

Self-Declaration for Non Black Listing

[ON BIDDER'S LETTER HEAD]

Bidder Ref. No. ……
Dated : ……..

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

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

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

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

Yours faithfully

For,

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

Annexure - I

Undertaking Regarding Payment of GST/ Filing Of GST Return

Ref…….. Date

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

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

Dear Sir,

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

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

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

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

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

Signature of Authorized Signatory on behalf of Agency

Address: _____
Mobile: _____
Email ID: _____

PRE BID AGREEMENT

This pre bid agreement is executed at Noida on this **__ _day of _____ 2024** ("**Effective Date**").

BETWEEN

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

AND

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

BECIL and **XXX** are individually referred to as "**Party**" and collectively as "**Parties**".

ARTICLE 1: PREAMBLE

WHEREAS BECIL represents that it is an ISO 9001:2015, 27001:2013, ISO/IEC 20000:2012 certified, Mini Ratna, Central Public Sector Enterprise (CPSE) of Government of India, which was established on 24th March 1995. BECIL provides Project Consultancy services, Turnkey solutions, System integration, Operation & Maintenance for the entire gamut of radio and television broadcast engineering. BECIL has also diversified into the domain of businesses pertaining to Strategic National Importance and has won major Projects/ Tenders in the field of Security & Surveillance, IT Networking & Data Centre and Communication Intelligence, Third Party Audit. BECIL is currently engaged as Third Part Agency. **[As per project, the specific business area of BECIL to be suitable inserted]**

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

WHEREAS [*customer name*]_____ (Hereinafter referred as "CUSTOMER" or "END CUSTOMER") floated Tender Number: _____ for _____ [hereinafter referred as **RFP**]

WHEREAS BECIL published EOI No.____ dated _____(hereinafter referred as BECIL EOI) for selection of back-end partner/System Integrator/Implementation Agency to participate in the above RFP.

WHEREAS M/s XXXXXX has been selected as back-end partner/System Integrator/Implementation Agency of BECIL through the terms of EOI. Also M/s **XXXXXX** agrees to execute entire scope of work for above mentioned Customer's RFP, if the bid submitted by BECIL against the RFP is accepted and if BECIL receives a Work Order for the same. Second Party agrees to work with BECIL on exclusive basis for this RFP. This agreement has been put into effect from date of signing of this agreement.

WHEREAS the purpose of this pre bid agreement is to formalize an understanding between **BECIL** and **XXX** for participating in the tender and executing the work as per **RFP**. Tender, if awarded to BECIL will be called as "**Project**".

WHEREAS both the parties agreed to work together for preparation and submission of the Bid against the Customer's RFP and in case of award of work to BECIL, execute the entire scope of work.

AND WHEREAS, this pre bid agreement may be superseded by an inter se agreement once the tender is awarded.

ARTICLE 2: PURPOSE AND REPRESENATION BY THE PARTIES

2.1. PURPOSE:

2.1.1 The Parties do hereby irrevocably constitute this agreement for the purposes of participating in the bidding process for _____ [*INSERT PROJECT NAME*].

2.1.2 This pre bid agreement is mutually exclusive to both the parties. The Parties hereby undertake to not participate in the bidding process individually and/or through any other consortium constituted for this RFP, either directly or indirectly or through any of their associates.

2.1.3 **XXX** has agreed to associate itself and render its services to BECIL in the capacity of System Integrator/ Backend Technology Partner/ Implementation Agency for the purpose of the aforesaid RFP enabling BECIL to bid for the RFP.

2.1.4 Both the parties have read and understood the terms of the aforesaid RFP.

2.1.5 Second Party has agreed not to disclose the terms of the aforesaid RFP to anyone unless so authorized to do so by the First Party.

2.1.6 The PARTIES will execute the PROJECT, if awarded, in terms of responsibility as ascribed to each party. XXX will do the entire system integration for the project, if awarded which covers the entire scope of work mentioned in the RFP documents or any subsequent modifications/amendments thereof.

2.1.7 BECIL undertakes to be responsible for all overall Project Management and correspondence/ interface/ interaction with the Customer.

2.2 Representation of the Parties: XXX represents to BECIL that as on date of signing this Agreement:

2.2.1 That Second Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement.

2.2.2 That the execution, delivery and performance by Second Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action, and will not, to the best of its knowledge:

(a) Require any consent or approval not already obtained;

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

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

(d) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage contract, indenture or any other instrument to which Second Party is a party or by which Second Party or any of their properties or assets are bound or that is otherwise applicable to Second Party;

(e) Create or impose any license, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of Second Party so as to prevent such Parties from fulfilling their obligations under this Agreement.

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

2.2.4. That this aforementioned RFP is the legal and binding obligation of such Parties, enforceable in accordance with its terms against it;

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

2.2.6. That there is no legal action/dispute initiated or pending on Second Party at the time of signing of this Agreement which is likely to adversely impact or affect BECIL in any manner. If any such case is found pending, the agreement will become eligible for termination and the agency will be further penalized by withholding the EMD/ PBG and legal action will be initiated as deemed fit by the competent authority. All ongoing and future business association with BECIL will also be terminated.

ARTICLE 3: LAND AND BORDER CONDITIONS COMPLIANCE

3.1 The bidder shall offer and supply only those product(s)/goods/equipment(s)/Software(s) under this contract which are in compliance with Government of India, Ministry of Finance, Department of Expenditure, Office Memorandum No. F.No. 6/18/2019-PPD dated 23-07-2020 stating Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

"*Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, include prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defense of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions."*

3.2 The Second Party agrees that, "they have read and understood the above clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; Second party certify that they are 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. Second Party hereby certify that they fulfill all requirements in this regard and is eligible to be considered [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]'

ARTICLE 4: ROLES AND RESPONSIBILITIES

4.1 Both parties shall be jointly and severally responsible for compliance of all the terms and conditions of the RFP, this agreement and BECIL's contract with End Customer relating to performance of this agreement. Any noncompliance by either party shall be treated as a breach of this agreement.

4.2 Parties hereby mutually agree that both of them shall remain as irrevocable members of this tie-up for the complete execution and completion of this Tender/Work/Project (as per scope of aforementioned BECIL EOI & _____ [***INSERT THE NAME OF END CUSTOMER***] RFP).

4.3 DUTIES & OBLIGATIONS OF SECOND PARTY

4.3.1. Second Party will supply the student kits as per the scope of works under the client's RFP within the assigned delivery period**.**

4.3.2. For the project to be undertaken, SECOND PARTY would formulate state-of-the-art, optimum and **General Standards of performance.** SECOND PARTY shall carry out the Services with due diligence and efficiency, and shall exercise such skill and care in the performance of the services as is consistent with recognized professional standards. SECOND PARTY shall act at all times so as to protect the interests of BECIL

4.3.3. SECOND PARTY have read and understood the terms and conditions of the RFP and it agree to support BECIL in abiding by those terms and conditions.

4.3.4. SECOND PARTY confirms that they understood on-ground technical complication and they agree to have taken into consideration the manpower required on the basis of the scope of work.

4.3.5. SECOND PARTY **has understood the requirement in terms of ROW, Terrain and other clearances required to execute the project. They agree to manage these requirements at their own cost without any liability on BECIL in this regard.**

4.3.6. SECOND PARTY **have agreed to accept all the challenges with regard to Time Overrun, Cost Overrun, payment terms & Liquidated Damages & Penalties and confirm, to abide by the timeline in-case the project is awarded.**

4.3.7. SECOND PARTY **has agreed to accommodate the change in scope of work by End Customer (if any) whether or not incidental and ancillary, to achieve the objective as per the RFP requirement, without any additional cost to BECIL.**

4.3.8. SECOND PARTY **have agreed to abide by all the terms on back to back basis as per the scope of work as specified in the RFP.**

4.3.9. The SECOND PARTY shall set up all necessary project management, document management tools in such a manner that MIS report is made available at BECIL as and when required by BECIL.

4.3.10. Since payment conditions are on back to back basis and time is the essence of the project; SECOND PARTY should maintain sufficient liquidity/funds for timely and smooth execution of the project.

4.4. DUTIES AND OBLIGATIONS OF BECIL

4.4.1. BECIL shall act as coordinator/Project Management Consultant of the. Providing timely feedbacks and correspondences with the End Customer on the various stages of project deliverables.

4.4.2. To ensure the technical, commercial and administrative coordination of the work package.

4.4.3. To lead the contract negotiations of the work package with the End customer.

4.4.4. BECIL is authorized by SECOND PARTY to receive instruction and incur liabilities for and on behalf of all parties.

4.4.5. In the event of project getting awarded, BECIL shall act as the only channel of communication between the End Customer/ authorized person of End Customer and the SECOND PARTY to execute the project/ Agreement.

[**The responsibilities can be added as per project/tender requirements such as below**]

4.5. RESPONSIBILITY MATRIX

In addition to the aforementioned duties and obligations of the parties, the Agreement will cover the following scope to be undertaken by Parties as mentioned in the Responsibility Matrix given below.

P-Primary Responsibility
S-Secondary Responsibility
J- Joint Responsibility
N- No Responsibility

(RESPONSIBILITIES TO BE DEFINED ACCORDING TO THE PROJECT SCOPE OF WORK)

S.NO.	Description	BECIL	SECOND PARTY
	PRE-BID RESPONSIBILITY		
1.	Pre-bidding site survey, if any	**S**	**P**
2.	Fully complied technical bid response preparation as per RFP Terms & Conditions.	**J**	**J**
3.	Competitive commercial bid preparation as per RFP	**J**	**J**
4.	Documentation and correspondence with the customer.	**P**	**N**
5.	Provisioning of EMD/Insurance Surety Bond to _____ as per RFP requirement.	**P**	**S**

6.	Provision of Back to Back EMD except by MSME/Start Ups and Making charges of EMD/ Insurance Surety Bond to BECIL.	**N**	**P**
7.	Provisioning of any other required document for bidding.	**J**	**J**
8.	Submission of complete techno-commercial offer to the customer in requisite mode.	**J**	**J**
9.	Presentation as per Section 1 clause 4.4 of the RFP	**S**	**P**
10.	Any other relevant follow up, correspondence and meetings with customer.	**P**	**S**
	POST-BID RESPONSIBILITY (In the event of winning the contract)		
1.	Signing of contract with the _____	**P**	**N**
2.	Submission of PBG/Insurance Surety Bond to _____	**J**	**J**
3.	Submission of back to back PBG/Insurance Surety Bond to BECIL.	**N**	**P**
4.	Any relevant follow up, correspondence and meeting with the customer	**P**	**S**
5. 6.	Executing the entire Scope of Work to the satisfaction of the _____. Providing project finance/working capital for timely execution of the project P	**S** **N**	**P** **P**

4.6 The parties may enter into a separate inter se agreement for execution of the project covering in detail.

(a) Tasks/Scope of Work to be performed by each Party towards execution of the Project
(b) Expenditure to be incurred by the parties towards execution of the Project.
(c) The payment methodology or making of all necessary provisions for taxation.
(d) The making of all necessary provisions for the repayment of any borrowings by the parties (if any).
(e) Responsibility matrix of the PARTIES to execute the PROJECT, if awarded, jointly. This will covers the entire scope of work mentioned in the tender RFP documents or any modifications thereof.
(f) Other Modalities/conditions that might arise or might require to be incorporated towards complete & satisfactory execution of the Project.
The above list is illustrative and not exhaustive and will include apart from the above other clauses also.
(g) **Each parties have to make their own Financial Arrangements**

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

4.7. **COVENANTS:** The Parties hereby undertake that in the event BECIL is declared the selected Bidder and awarded the work, BECIL shall enter into a Contract Agreement with the _____ [***Insert end customer name***] for performing all its obligations as the _____. [***Insert BECIL role with the end customer***]

4.8 JOINT AND SEVERAL LIABILITY

4.8.1 The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the project and in accordance with the terms of the RFP, which is limited to the End Customer.

4.8.2 The Second Party do hereby undertakes and declare that the BECIL shall represent XXX and shall at all times be liable and responsible for discharging the functions and obligations of RFP; and that the SECOND PARTY shall be bound by any decision, communication, notice, action or inaction of BECIL on any matter related to this Agreement and the XXX shall be entitled to rely upon any such action, decision or communication of BECIL.

ARTICLE 5: COOPERATION OF THE TRANSACTION

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

5.2 Expenses towards preparation of proposal, submission of bid and other allied activities for submission of bid will be undertaken by the respective parties at their own cost.

5.3 The cooperation for execution of the Project between the parties hereto shall be exclusive, i.e., neither of them shall without the other party's consent - alone or together with another PARTY take part in any agreement or proposal with regard to this RFP Tender No._____**, dated: _____. [Insert Tender details]**

ARTICLE 6: PERIOD OF AGREEMENT

6.1 The term of this agreement shall be for _____[***insert period***] from the date of signing of this agreement ("Effective Date") or till the completion of the project & release of all payments thereof whichever is later. All obligations hereunder shall only apply during the Term of this agreement and to such obligations and commitments in relation to the RFP, as may have been undertaken by the Parties during the Term with validity exceeding the Term. The Term of this agreement can be extended by mutual agreement between the Parties, depending upon the requirement

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

ARTICLE 7: PAYMENT AND COMMERCIAL

7.1. BECIL will Provision the EMD/ Insurance Surety Bond (ISB) to End Customer as per the RFP requirement.

7.2 SECOND PARTY will provision for Back to Back EMD of equal amount to BECIL. In case the Second Party is MSME/Start Ups, they will provision for making charges of EMD/ Insurance Surety Bond to BECIL.

7.3. SECOND PARTY will intimate BECIL through official communication/ correspondence about the stage wise delivery of kits across multiple districts spread out in Bihar. The payment shall be released to the second party on the dispatch and delivery of the kits as well as on its certification by Original Client.

7.4 BECIL shall be entitled to keep ___**% [*Insert BECIL Margin*]** of the project value (Total bid value excluding taxes submitted by BECIL to End Customer) as its project management consultancy margin.

7.5 **[*In case required in the RFP*],** BECIL shall open its offices corresponding to the sites of the project. The rent including electricity & maintenance paid for the office/offices shall be recoverable form the payment of second party.

7.6 Upon receipt of corresponding payment from the End Customer, BECIL shall disburse the payment to SECOND PARTY within 15 days of receipt of such payment after deduction of BECIL project management consultancy as per clause 7.4 and 7.5 including statutory deductions.

7.7**.** All Invoices received from end customer would be inclusive of all statutory taxes/ GST. BECIL will consider invoices raised by SECOND PARTY subject to submission of all relevant documents and in case the documents are not proper, the invoices are liable to be rejected.

7.8. Notwithstanding anything contained in any other agreement, document, correspondence, arrangement between the parties in respect of End Customer Tender/ Works / Projects, the SECOND PARTY understands, agrees and undertakes that:

(a) SECOND PARTY participated in BECIL EOI and that all terms & conditions of the BECIL EOI shall apply to the SECOND PARTY.

(b) Prices negotiated by SECOND PARTY shall remain firm and fixed till the execution of the Tender. / Completion of the project.

(c) The payments terms between BECIL & SECOND PARTY are on back-to-back basis and the payment shall be released by BECIL only if and when received by BECIL from End Customer and subject to terms & conditions of agreement and submission of complete required documents.

(d) SECOND PARTY will not demand or make any claim under any law with respect to the pending payment till the time corresponding payment is received by BECIL from End Customer. BECIL shall not be responsible in any manner whatsoever for any delay in releasing the payments or withholding of payments by End Customer as well as its certification.

(e) The (day) date of delivery of goods and/or rendering of services by the SECOND PARTY shall be the date of realization of payment from the End Customer once the goods and/or services are accepted by End Customer.

(f) The invoices raised by the SECOND PARTY may be accepted by BECIL, however, the date of completion of the delivery of goods shall only be recognised for invoice and its payment when the respective acceptance of goods or services and payment thereof is received from the End Customer.

(g) SECOND PARTY hereby agrees to ensure timely GST compliances as per the statutory requirements. All the costs pertaining to any GST non-compliance including but not limited to any loss of eligible input tax credit due to non-payment/non-filing of GST return and applicable interest/penalties shall be borne/indemnified by SECOND PARTY. Further SECOND PARTY hereby agrees that BECIL reserves the right for reimbursement of any such cost incurred out of the aforesaid noncompliance(s). SECOND PARTY will provide proof of payment of GST i.e. GSTR-1, GSTR-3B, etc. for taking GST payment from BECIL against invoices.

7.9 Any sum of money due and payable to the SECOND PARTY, under this contract for this RFP_____ [***Insert Tender details***], DATED: _____ [**Insert date**] entered between the parties herein whether continuing or completed may be appropriated by BECIL and setoff against any claim of BECIL of any nature whatsoever, arising under this contract or any other contract entered into between the parties, herein whether continuing or complete.

7.10**.** Payments shall be released to the SECOND PARTY only on satisfactory acceptance of the deliverables by End Customer for each stage and release of payment by End Customer as per the following schedule:
[***Insert the payment Milestone of the Project***]

ARTICLE 8: GENERAL TERMS & CONDITIONS

8.1. AGENCY

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

8.2. CONFIDENTIALITY

8.2.1. The parties along with their employees working on the specified project agree to maintain strict confidentiality of all information of technical or business nature provided to each other pursuant to this Agreement and/ or any subsequent Agreement/MOU or any correspondence in writing between them.

8.2.2. SECOND PARTY shall not make or permit to be made a public announcement or media release about any aspect of the Agreement unless BECIL gives its written consent.

8.2.3. Additionally, Parties agree to strictly abide by the Non-Disclosure Agreement.

8.2.4. BECIL and SECOND PARTY agree to keep confidential all information shared with each other and disclose to third party only after taking prior written consent of each other. This clause excludes information available in public domain. The confidentiality provisions of this agreement shall remain in full force and effect during the term of this agreement and 12 months thereafter.

8.3. TERMINATION

8.3.1. Either Party may give a 30 day written notice to each other if there is substantive breach in the deliverables of the project as agreed upon between the Parties**.**

8.3.2. The termination can happen under the MOU on occurrence of any of the following:

(a) If the bid is not submitted.

(b) If the RFP is withdrawn/ cancelled.

(c) If the Project is not awarded to the BECIL

(d) In the event the project is successfully completed.

8.3.3. The full contract or part thereof as deemed suitable to BECIL can also be terminated by BECIL in the following event and the obligation of the contract shall be completed by BECIL at the risk and cost of SECOND PARTY:

(a) Default on the part of SECOND PARTY in execution of the Contract.

(b) Any other condition has arisen which, in the reasonable opinion of BECIL, interferes, or threatens to interfere, with the successful carrying out of the Project or the accomplishment of the purposes of the agreement. This applies when SECOND PARTY has not been able to make good any deficiency of service despite being told about it within 30 days from the date of notice/letter.

8.3.4. In the event of bankruptcy of any of the parties or otherwise, this agreement can be terminated by mutual consent of the parties.

8.3.5. Notwithstanding any of the above clause, in the event order is placed on BECIL by the End Customer wherein BECIL is to use services of SECOND PARTY, SECOND PARTY will have no right to terminate this agreement till such time that the project is complete in all respects including the expiration of AMC period, if any.

8.4. INTELLECTUAL PROPERTY RIGHTS

8.4.1. SECOND PARTY must ensure that while using any software, hardware, processes, and document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person/ Company. SECOND PARTY shall keep BECIL indemnified against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/ license terms or infringement of any Intellectual Property Rights by SECOND PARTY or their Team during the course of performance of the Services.

8.4.2. SECOND PARTY would make no claim on the technology / algorithms used in servicing the clients either during the Agreement or ever later. The Parties agrees that consideration mentioned under commercial term of this Agreement is after taking into consideration the cost of intellectual property rights, if any, to be used under this Agreement and no further claim in this regard shall be entertained by BECIL. BECIL shall be kept indemnified by SECOND PARTY for any kind of breach of IPR of all the products/ services supplied by it under this Agreement.

8.5. TAXES

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

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

8.6. INDEMNITY

8.6.1. SECOND PARTY shall indemnify BECIL from and against any costs, loss, damages, expense, claims including those from other parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during the Agreement period:

(a) Any negligence or wrongful act or omission by SECOND PARTY in connection with or incidental to this Agreement; or

(b) Any breach of any of the terms of the Agreement /RFP by SECOND PARTY as agreed by them.

(c) Any infringement of patent, trademark/ copyright or industrial design rights arising from the use of the supplied goods or services or any part thereof.

8.6.2. SECOND PARTY shall also indemnify BECIL in case there is any obstruction or delay in the execution of the project due to the internal dispute among the SECOND PARTY.

8.6.3. BECIL has the right to recover Input Tax Credit loss, due to any misstatement on invoice by the SECOND PARTY.

8.7. EFFECTS OF TERMINATION OR EXPIRATION:

Upon any expiration or termination of this Agreement and subject to applicable laws; each party will:

(a) Return (or destroy if requested by disclosing party) the original and all copies of any confidential and proprietary information of the disclosing party; and

(b) At the disclosing party's request, have one of the officers of the receiving party certify in writing that it has fully complied with the provisions of this clause. For the purpose of this clause, the expression "Confidential and Proprietary Information" shall be limited to matters of commercial confidence, of Proprietary rights, trade secrets and business secrets and intellectual property but shall not include correspondence exchanged between the parties and contents thereof.

(c) In case of termination, handover the confidential data and information pertaining to the project, collated and exchanged during the tenure of the project.

8.8. ASSIGNMENT AND SUB-CONTRACTING

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

8.8.2. SECOND PARTY shall not participate directly or indirectly whether in consortium or separately for the RFP and shall not quote rates to any other party participating/pre-qualified for the current RFP directly or indirectly through its subsidiary, partnership, ownership, individual firm etc.

8.9. FORCE MAJEURE

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

8.10. GOVERNING LAW AND JURISDICTION

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

8.10.2. Where the SECOND PARTY has not agreed to dispute resolution, the dispute/ claims arising out of the RFP and this agreement shall be subject to the jurisdiction of the competent courts at New Delhi, India.

8.11. ARBITRATION CLAUSE

8.11.1. BECIL and the SECOND PARTY will make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with this agreement. In the event of inability to resolve nay dispute, such dispute shall be adjudicated by a sole arbitrator appointed by mutual consent of both the parties. In case of inability to appoint the sole arbitrator within a period of 30 (thirty) days from the date of invocation of arbitration clause vide a notice. That in case of non-consensus in the appointment of sole arbitrator, the arbitrator shall be appointed under the provision of Arbitration & Conciliation Act 1996. Such arbitration will be governed in all respects by the provision of the Indian Arbitration Act, 1996 and the rules made there under and any statutory modification or re-enactment, thereof. The arbitration proceedings will be conducted in the English language and the seat and venue of Arbitration at New Delhi, India.

8.11.2. In the event of any ambiguity or misinterpretation, all terms and conditions shall be governed according to the terms specified in the RFP.

8.12. NOTICES

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

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

(a) By being personally served on the designated Party; or

(b) By being sent to the Party's designated address for service by pre-paid registered post; or

(c) To the designated facsimile; or

(d) To the designated e-mail address.

The particulars for service to each party are:

Address: M/s Broadcast Engineering Consultants India Limited
C-56, A/17, C Block, Phase 2, Industrial Area,
Sector 62,
Noida,
Uttar Pradesh 201301
Fax: …….
E-mail: ……

And
Address: [*Insert Postal Address of Second party*]

8.12.3. Notices and other communications under this agreement shall be in writing and communicated through post, courier, fax, email or any other recognized mode of such communication. All such notices and communications shall be directed to the address as mentioned in the agreement.

8.12.4. _____ RFP No. _____ [***Insert tender details***] dated _____ [***Insert date***] and its corrigendum / addendum, BECIL EOI No. _____ [***Insert BECIL EOI Number***] dated _____ [***Insert date***] and its corrigendum / addendum EOI document, technical / financial bid prepared by this consortium , any further negotiations and all correspondences between BECIL and members of SECOND PARTY till termination of this pre bid agreement, or completion of this project whichever is later shall be an integral part of this Agreement.

8.13. WAIVER

The failure by Parties to enforce at any time or for any period any one or more of the terms or conditions of this agreement will not be a waiver by them or of the right at any time subsequently to enforce all terms and conditions of this agreement. Any term or condition shall be deemed to be waived, with the consent of both the parties, after the same is recorded in writing.

8.14. SURVIVAL

8.14.1**.** The provisions in regard to the duties and obligations, indemnity, confidentiality and payment and commercial terms, shall survive the termination of this Agreement.

8.15. Integrity Clause:

8.15.1. **Commitment to Integrity:** Each party to this Agreement commits to conducting its activities with the highest standards of integrity, honesty, and ethical behavior. Both parties shall act in good faith and in a manner that upholds trust and mutual respect.

8.15.2. **Prohibition of Corrupt Practices:** Neither party shall, directly or indirectly:

Offer, give, solicit, or accept any form of bribe, kickback, or illegal payment. Engage in fraudulent practices, misrepresentation, or falsification of records or information.

8.15.3. **Compliance with Laws:** Both parties agree to comply with all applicable laws, regulations, and standards relating to ethical practices, anti-corruption, and anti-fraud.

8.15.4. **Disclosure of Conflicts of Interest:** Each party shall disclose any actual or potential conflict of interest that may affect the performance of this Agreement. Failure to disclose such conflicts may be considered a breach of this Agreement.

8.15.5. **Breach and Remedies:** Any violation of this clause shall constitute a material breach of this Agreement. In the event of such a breach, the non-breaching party may terminate the Agreement and seek any legal remedies available, including compensation for damages.

8.15.6. Unlawful or Illegal Acts: Neither party shall engage in any unlawful or illegal act that may affect the validity, enforceability, or performance of this Agreement. Any such act by a party shall constitute a material breach of this Agreement and may result in termination of the Agreement, along with any applicable legal remedies.

8.15.7. Both Parties have signed a detailed Integrity Pact as per GoI rules in vogue.

8.16. VARIATION

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

8.17. COUNTERPARTS

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

8.18. ENTIRE AGREEMENT

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

8.19. SEVERABILITY:

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

8.20. DAMAGES

Once the Bid has been submitted, SECOND PARTY cannot withdraw. Any damage/loss caused to BECIL due to failure on the part of the SECOND PARTY to enter into a detailed agreement with BECIL shall be borne by the SECOND PARTY and will be made good by the SECOND PARTY in case BECIL has to make payment of any damages/penalty to End Customer.

8.21. **LIMITATION OF LIABILITY**: With the exception of any breach of confidentiality obligations, neither party will be liable to the other party for any indirect or consequential damage or loss of profit arising from the termination or alleged breach of this agreement or in any manner whatsoever.

8.22. By signing this Agreement, BECIL, and SECOND PARTY acknowledge that it correctly records the understanding they have reached with regard to the Project.

8.23. BECIL shall interact with SECOND PARTY in respect of this Agreement and its related matter for execution of this End Customer project. BECIL shall not be responsible for any internal dispute or differences among the SECOND PARTY.

8.24. All technical, financial and commercial terms and conditions of the Tender, except pricing, limitation of liability, advance payment & termination, will apply on back-to-back basis between BECIL and SECOND PARTY for their respective part/scope of work. However, if SECOND PARTY fails to fulfil its part of the work to the satisfaction of BECIL, then BECIL shall have the right to terminate the contract with SECOND PARTY and get the same executed departmentally or by other agencies at the risk and cost of SECOND PARTY.

8.25. M/s **XXX** is severally liable to BECIL to compensate any losses or damages if so suffered by BECIL for any breach of this agreement and/or action initiated by the End Customer for non-performance of the contract.

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

8.27. On award of the Work to BECIL, BECIL may enter into a detailed Agreement with SECOND PARTY based on the terms and Conditions of the agreement, BECIL EOI, RFP as well as the Contract signed between BECIL & End Customer.

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

8.29. Expenses towards bid preparation would be borne by the individual Parties viz. BECIL and SECOND PARTY for their respective work. BECIL will not reimburse any such expenses to SECOND PARTY towards preparation and submission of the bid.

8.30. Notwithstanding anything contained in any other agreement, document, correspondence, arrangement between the parties in respect of the RFP/ Tender/ Works / Projects, the SECOND PARTY understands, agrees and undertakes that:

(a) At any given point of time, SECOND PARTY may not assign or delegate its rights, duties or obligations under this agreement to any other party, without prior written consent of BECIL.

(b) In the event of breach of any of the terms & conditions of this agreement or in case of any default of any terms & conditions of this agreement, on the part of the M/s XXX, BECIL reserves the right to take necessary steps / action as per available documents, including but not limited to, termination of contract, forfeiture of Performance Security / EMD, blacklisting / banning etc. and execute the work at the risk & cost of the SECOND PARTY.

8.31. Liquidated Damages

8.31.1. The liquidated damages shall be applicable. In case of any deductions by the client towards LD/penalties/contingencies; the total amount of such deductions shall be borne by SECOND PARTY.

8.31.2. The details of activity, timeline and penalties as mentioned in the End Customer RFP is as reproduced below:

"If the selected bidder fails to perform services within the stipulated time schedule, the BEPC shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquated damages, a sum equivalent to 1.0% per week of the undelivered items."

8.32. Undue Influence: The parties confirm that this Agreement has been entered into freely, without any coercion, duress, undue influence, or improper pressure exerted by either party. Each party acknowledges that they have had the opportunity to seek independent legal advice prior to signing this Agreement.

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

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

Broadcast Engineering Consultants India Ltd.	**M/s XXXXX**
By:	By:
Name: **Ved Prakash Gupta**	Name: **YYYYYYY**
Title: **Dy General Manager**	Title: **(*Designation*)**
Signature of Witness: Name: Title:	Signature of Witness: Name: Title:

Schedule I: Scope of work
(as per Client's Tender)

Annexure – K

Power of Attorney for signing the Bid on Rs. 100 Stamp Paper

KNOW ALL MEN BY THESE PRESENTS,

We "Name of Bidder" do hereby irrevocably constitute, nominate, appoint and authorize _____, who is presently employed with us and holding the position of **"_____"**, as our true and lawful attorney *(hereinafter referred to as the "Attorney")* to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our bid for the Project "**Name of Project"** of "_____**"** (the "client") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-applications and other conferences and providing information/ responses to the client, representing us in all matters before the client, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the client in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the client. The act done by _____ (Name of authorized person) will be binding on the selected bidder.

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

For **Name of Bidder**,

_____
_____

Accepted

Witnesses:

1. (Notarized)

Annexure-L

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:

NON-DISCLOSURE AGREEMENT

For EOI 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 /Tender 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-authorised 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 empaneled with the Delhi International Arbitration Centre.

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

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

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

8. INJUNCTION

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

9. VARIATION

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

10. WAIVER

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

(i) shall be in writing

(ii) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this agreement;

(iii) shall be executed by a duly authorised representative of the Party; and

(iv) shall not affect the validity or enforceability of this agreement in any manner.

11. EXCLUSION OF IMPLIED WARRANTIES

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

12. ENTIRE AGREEMENT

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

13. SEVERABILITY

13.1 If for any reason whatever, any provision of this agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or 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-N

PRICE BID FORMAT

				A	B	C	D	D
Sl	**Item Description**	**Qty**	**Units**	**Lump Sum Price offered for the complete Project (inclusive of AMC, Spares etc) as per full Scope of Work (exclusive of GST)**	**NET margin offered to BECIL on Total Valueof Project (IN Figure %)**	**A*B**	**A-C**	**Total D in figure**
1	**Description Of Work**	**1**	**Lot**					

MSME UNDERTAKING **(Annexure – O)**

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

This Undertaking is made on this ___ day of _____**,** *2025*, by: _____

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

IN FAVOUR OF:

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

WHEREAS:

1. The **Principal Employer/client**, have awarded the work for execution of the project to BECIL.
2. BECIL through this EOI intends to onboard on agency / agencies for Supply of RFID Enabled Smart Card and Printing of Smart Card with hologram lanyard and PVC Card holder.
3. As per the terms of the EOI, BECIL shall release payment to the selected Bidder/bidders only after receiving the payment from the Principal Employer**/**client.

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

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

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

3. This obligation shall survive the termination or expiry of the Contract signed with the successful bidder selected through this EOI process.

Signature & Stamp of Bidder