Request for Proposal (RFP)

For

Selection of Backend Partner for Supply and Installation Support of Educational Items for PM SHRI Schools of Himachal Pradesh

RefNo:BECIL/Proj-DGM/Educational Items /2026,
Date:20 November 2026

Issuedby

Broadcast EngineeringConsultants India Limited(BECIL)
(A Government of India Enterprise)

HeadOffice:14-BRingRoad,IPEstate,NewDelhi-110002
Corporate Office: BECIL BHAWAN, C-56-A/17, Sector-62, Noida-201 307

Website:www.becil.com

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Tender Information Summary(TIS)

Basic Tender Details			
TenderTitle/Nameofthe Project	Selection of Backend Partner for Supply and Installation Support of Educational Items for PM SHRI schools of Himachal Pradesh		
TenderReferenceNumber	Ref No: BECIL/Proj-DGM/ Educational Items/2026, Date: 20.11.2026		
Tender Type	OpenTender	Tender Category	Goods and Services
No.of Covers	Two Covers		
Selection Method	L1 Basis		
Form of BOQ/Contract	Lump Sum		
Organization:	BECIL	The Procuring Entity:	BECIL
Authority on whose Behalf RFP is invited	Samagra Shiksha, Himachal Pradesh		
Tender Inviting Authority (TIA)	BECIL	Address	C56/A17 Sector-62 Noida 201307
Critical Dates:			
Published Date	20 Nov 2026	Proposal Validity (Days from the date of Proposal opening)	180Days
Pre Bid Meeting date	26 Nov 2026 (11.00 AM)		
Technical Proposal Presentation/Customers Testimonials	Will be informed	Proposal Opening (Financial Proposal) Date & Time	To be notified
Period of Contract	Till Completion of Project		
Obtaining the RFP Document and clarifications			
E Procurement and Procuring Entity's Portal and helpdesk	https://www.gem.gov.in		
EMD Amount in INR: Online/BG: EMD shall be paid online or a copy of the original BG for the EMD amount shall beuploaded in the GEM Portal.	Rs. 2,22,510/-	Bid Securing Declaration permitted in lieu of Bid Security	YES, for MSEs having Udhyam Certificate and registered in relevant services
	AsperRule170ofGeneralFinancialRules(GFRs)2017,MicroandSmall Enterprises MSEs are exempted from submission of Bid Security. **The validity of BG shall be 45 days beyond the final bid validity period.**		
Performance Bank Guarantee(PBG)	**Rs 5,98,146/-** **As per the Client**	Performance Bank Guarantee to be submitted within 15 days from the date of work order	PBG should be made in Favour of Chairman & Managing Director (CMD), Broadcast Engineering Consultants India Limited (BECIL), Registered & Corporate Office: C-56, A/17, Sector-62, Noida-

			201301,U.P. Ph.:0120-4177850.
Contact Details for this RFP	**Name :- Ved Prakash Gupta** **Designation :- General Manager** **Email :- kusum@becil.com**		

The RFP is divided into Six Sections

Section-I General Information & Instructions to Bidders

This Section provides information to help Bidders prepare their bids. Information is also provided on the submission, opening and evaluation of bids and on the award of Contracts.

Section-II Pre –Qualification, Technical Evaluation and Financial Criteria

This Section provides information about the eligibility criteria, Technical Evaluation and Financial Criteria

Section-IIIScope of Work, Technical Specifications cum BOQ and Technical Compliance Certificate.

This Section includes Generic and technical requirements, Detailed technical specifications for the project.

Section-IVGeneral Terms and Conditions

Section –V Special Terms and Conditions

This section contains information about the Timelines of the project, Delivery Address,Payment Schedule,Penalties, Performance Bank Guarantee,Local Sourcing and Generic Clause

Section-VI Annexures

This section contains Formats for Proposal Submission,Acceptance,Declaration,Bid Security Declaration,EMD Submission Format,PBG Format,NDA Format,Vendor Information Form, Pre Contract Integrity Pact and Other Formats

Section-I

GENERAL INFORMATION & INSTRUCTIONS TO BIDDERS

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 technology 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 caters to all aspects of projects related to TV, Radio, Communication, IT,Security and Media from concept to completion and from regulation to realization.

1. Disclaimer:

The information contained in this Tender Document, hereinafter called Request for Proposal (RFP) is being provided to interested Bidder for their participation as per the terms and conditions set out herein.

This RFP includes statements, which reflect various assumptions and assessments arrived at by BECIL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.

BECIL may, at its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the BECIL is bound to select or appoint a Bidder for the Project and the BECIL reserves the right to reject all or any of the Bidder or Bids without assigning any reason whatsoever.

The Bidder shall bear all costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BECIL, or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the Bidder and BECIL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the bid, regardless of the conduct or outcome of the bidding process.

2. GENERAL INFORMATION:

(a) Complete RFP document can be downloaded from GEM Portal. Bid will be submitted concurrentlyduly digitally signedon thewebsitehttps://www.gem.gov.in.

(b) **Technical & Financial Bid**have to be submitted online on GEM Portal.

(c) **EMD document should be placed in** a single envelope super scribed as

"EMD documents" for RFP Ref No BECIL/Proj-DGM/Educational Items/2026 Dated 20 Nov .2026for Request for Proposal(RFP) for Selection of Backend Partner for Supply and Installation Support of Band Set Equipment for PM SHRI schools of Himachal Pradesh".

(d) **Hard copy of Technical Bid and EMD Documents should be submitted** before the last date of BID submission **at Tender Box, BECIL Bhawan, C-56/A-17, Block'C', Sector-62, Noida-201307(U.P).** Bids will be **rejected** if hard copy**of EMD Document** are not received before the last date of bid submission.

(e) Financial bid is to be submitted online ONLY, any hard copy of Financial Bid received at BECIL office will be ignored.
No tender document will be issued after the last date as mentioned above.

NOTE: Exempted firms must submit Bid Securing Declaration (as per format given in Annexure-XVI) in lieu of Bid Security (i.e. EMD) along with valid exemption certificate, else bids will be rejected.

3. INTENT OF THE RFP:

This RFP is for selection for Backend Partner for Supply and Installation Support of Band Set Equipment for 22 PM SHRI schools of Himachal Pradesh.

(a) Introduction:

PM SHRI (PM Schools for Rising India) is a Centrally Sponsored Scheme of the Government of India aimed at developing and upgrading selected schools across the country as exemplar institutions that reflect the vision and key features of the National Education Policy (NEP) 2020, with emphasis on quality education and the holistic, inclusive and all-round development of students. Co-curricular activities, including school band programmes, play an important role in fostering discipline, teamwork, leadership, confidence, creativity and a sense of national pride among students and contribute to school assemblies, morning parades, Republic Day and Independence Day celebrations, annual functions and other ceremonial and cultural events. In furtherance of the objectives of the PM SHRI Scheme and to strengthen co-curricular activities in the identified schools, it is proposed to procure and supply complete Band Sets for 22 (twenty-two) identified PM SHRI schools. Each Band Set shall comprise suitable percussion and wind/brass instruments, ceremonial accessories, uniforms, allied spares and consumables, as specified in the tender document, to ensure that the schools are adequately equipped to conduct regular band practice and participate in various school-level, ceremonial and cultural activities. The procurement is intended to provide students with opportunities for experiential learning, encourage their holistic development and enhance the institutional capacity of the identified PM SHRI schools in alignment with the objectives of NEP 2020.

(b) Objective:

The objective of this tender is to identify and engage a competent and experienced Backend Partner for the following:

(i) To procure and supply good-quality, durable and standard-grade Band Set equipment – percussion instruments, wind/brass instruments, ceremonial items, uniforms, accessories, spares, and consumables – as per the specifications and quantities as per Bill of Quantities (BoQ) as mentioned in Section III of RFP, to 22 identified PM SHRI Schools.

(ii) To ensure that every item supplied conforms to the specifications, is genuine, safe for use by school-going children and is delivered in ready-to-use condition.

(iii) To ensure timely delivery, proper packing, safe transportation and handing over of the equipment at each of the 22 school locations.

(iv) To provide warranty coverage, after-sales service and timely replacement of defective/damaged items within the warranty period, at no additional cost to the HPSES – Samagra Shiksha, Himachal Pradesh.

(v) To standardise the quality and specification of band equipment across all 22 schools, ensuring uniformity in uniform sizes, instrument grade and finish.

4. PROCEDURE AND TERMS & CONDITIONS

(a) The proposal is to be submitted in **TWO BID SYSTEM** with **separate Technical and Financial bid.**

(b) **TWO BID SYSTEM**

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

(ba) **Technical Bid** should contain the following:-

(i) Tender documents duly completed and signed without any financial quote.
(ii) The technical details of the models offered along with the supporting original technical literature, Leaflets, Brochure etc. in duplicate. Compliance to technical specifications as per

Technical Compliance Certificate format given at **Para C** of**Section – III.**

(iii) Bidder should not submit financial rates as a part of technical bid. Rates quoted in technical bid would be rejected.

(iv) EMD/Bid Security Declaration, Pre-Qualification Documents.

(bb)**Financial bid** should contain the following:-

(i) Details of rate, taxes, duties, discount, if any, quoted by the bidder. These details should be submitted online on GEM Portal.

(ii) Rates quoted without taxes will be assumed that the rates quoted are inclusive of taxes.

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

(d) The Bidderis advised to submit their credentials duly signed by an authorized signatory overGEM Portal. The RFP should be submitted prior to the scheduled time for bid submission. Bids received beyond the specified date& time will be rejected.It is the responsibility of the Bidder to ensure that the bids have been received on time & to the proper place within the specified dates.

(e) All bids shall remain valid for a period of **Six months** from the last date of submission of Bid.

(f) The Bidder shall bear all costs associated with the preparation and submission of RFP and BECIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the RFP process.

(g) In case any of the information furnished by bidder is found to be wrong or false or in case any material information is not disclosed by bidder while submitting bids, then BECIL shall have the liberty to reject / cancel the bid of the corresponding bid of bidder, at any stage of the procurement process / Contract.

(h) **Clarifications regarding Contents of RFP:**At any time prior to the deadline for submission of bids, the BECIL may for any reason, whether on its own initiative or in response to the clarification requested by the prospective bidders, may modify the bid document. Such modification/ amendment in the bid document/ RFP at any time prior to the deadline for submission of bid will be uploaded as “corrigendum”. Such amendment/modifications shall be binding on all the prospective bidders. BECIL at its discretion may extend the deadline for the submission of bids if the bid document undergoes major changes during the bidding period in order to give prospective bidder time to take into the consideration the amendments while preparing their bids. A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to BECIL before the due date set for asking the pre-bid queries mentioned in the Tender Information Summary (TIS)by sending an email to **kusum@becil.com/ved@becil.com.**Please note that only written responses provided through these official emails will be considered valid. All the replies to the pre-bid queries will be published in the GEM portal on or before one week of time due for bid submission. BECIL will publish all the Pre-bid responses/Corrigendum/Addendum in the GEM portal,if needed BECIL is not bound to furnish any answers thereafter the closure of the pre- bid queries timeline/date. All the terms and conditions mentioned in the RFP are binding on Bidder.

(i) In case work order is awarded to any company / firm and later it is found by BECIL, that the agency has furnished wrong information / declaration or not disclosed any material information to BECIL while submitting bid, BECIL reserves the right to cancel the work order awarded to company / firm. Further BECIL reserves the right to forfeit the Bank Guarantee of the Bidder. The pending work will be done on the risk & cost of the Bidder.

(j) BECIL reserves the right to solicit additional information from Bidders to evaluate which bid best meets the need of the Project. Additional information may include, but is not limited to, past performance records, 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 BECIL’s website www.becil.com.

(k) **Modification and Withdrawal of Bids** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by BECIL prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax/e-mail but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach BECIL not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder’s forfeiture of bid security.

(l) **Clarification regarding contents of the Bids**During evaluation and comparison of bids, the BECIL/Customer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. BECIL also reserves the right to call for additional information from the bidders. No post-bid clarification on the initiative of the bidder will be entertained.

(m) **Rejection of Bids**: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional bids will be rejected.

(n) BECIL will make its decision based on the ability of the Bidder(s) to meet our specific needs, technical expertise of the Bidder(s), delivery capabilities, customer references, past satisfactory performance experience, system completeness etc. besides cost.

(o) 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(s) which, in the sole opinion of BECIL/ Samagra Shiksha, best meets the project's interest. BECIL also reserves the right to negotiate with potential bidders so that its best interest to fulfill the need of project is served.

(p) All information contained in this RFP, 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 from BECIL.

(q) BECIL reserves the right to either increase or decrease the quantity of any or all the items included in suggestive bill of material which are estimated requirements and therefore open to variation.

(r) BECIL reserves the right to reject any and all proposals, to negotiate all terms of any agreement resulting from this Request for Proposal, and to request additional information from vendors.

(s) BECIL reserves the right to alter/modify the scope of work mentioned in this RFP document at any stage of the bidding process and contract.

(t) The commercial bid shall clearly indicate the price to be charged and should include all packing and forwarding, transportation, transit insurance, taxes, duties, fees, levies and other charges as may be applicable in relation to the activities proposed to be carried out. All such charges shall be included in the rates quoted in the prescribed format. The GST(Goods and Services Tax)should be specified separately as per the Price Bid Format at **Annexure XXI**.

(u) The successful bidder shall keep BECIL informed of the progress on each activity on fortnightly basis. In case of any delay in any particular activity, the recovery plan shall be evolved and given to BECIL for ensuring completion of all the activities within the overall time schedule specified by BECIL. BECIL reserves the right to terminate the contract at any stage of the work by giving 15 days' notice if it is noticed that the delay occurred in any of the activities covered under the contract cannot be made good and will affect the overall work schedule. In this case, BECIL shall revoke the Performance Bank Guarantee of the bidder. The decision of BECIL shall be final and binding.

(v) BECIL reserves the right to monitor work execution progress and review it on as required basis. The works contractor will be fully transparent, responsive and demonstrate at all times that he is in position to complete the work as per the specified time schedule. This RFP is issued for the **"Supply and Installation Support of Educational Items for PM SHRI schools of Himachal Pradesh".**

(w) The bidder is responsible for completeness of the project.

(x) The bidder shall be responsible for any damage to the equipment / site occurred due to negligence of bidder and cost of repair / replacement for the same will be recovered from the bidder.

(y) In case Company goes into liquidation or change in business/management, it will be intimated to BECIL. In case, of liquidation, the work order/contract executed with the bidder shall be terminated forthwith by giving a notice of termination of thirty days.

(z) The bid response should be signed by an authorized signatory. The firm should enclose the power of attorney in the name of authorized signatory.

5. VENDORS REQUIREMENT

(a) **Additional information**

Vendors should provide the following additional information.

(i) A copy of the latest / last annual report of the company and wherever applicable of the key

principals. This is required, amongst other things, to understand the financial strengths, growth rate etc. of System Integrator (S.I.).

(ii) List with details (including name of client) of similar work executed in India.

(iii) Any other detailed information of relevance (such as market shares etc.) with supporting documents or references.

(b) **LOGISTICS ARRANGEMENTS**

a) All arrangements required for transportation of equipment and lodging/ boarding of maintenance personnel would be the responsibility of Bidder.
b) Bidder shall coordinate with client for Road permit/E-way Bill for movement of material to and from Site.

6. PROPOSAL RESPONSE FORMAT

a) The Bidder should ensure that all the required documents, as mentioned in this RFP/ bidding document, are submitted along with the bid and in the prescribed format only.
b) Non-submission of the required documents or submission of the documents in a different format/ content may lead to the rejections of the bid proposal submitted by the Bidder.
c) It shall be the sole responsibility of the Bidder to ensure that all the documents required for the Pre-Qualification and the Technical Evaluation of the bid are uploaded on the portal well within time and BECIL shall not entertain any representation from any Bidder, who fails to upload the requisite documents within the stipulated time and date on account of any technical issues related to low internet connectivity, size of the files to be uploaded etc. Therefore, the Bidders are notified that they must read the instructions / information given on the homepage of the e-tender portal and must understand all the nuances of technology in advance.
d) It is required that all the Bids submitted in response to this RFP should be unconditional in all respects, failing which BECIL reserves the right to reject the Bid.
e) It shall be the responsibility of the Bidder to re-check that each page of the requisite document uploaded as a part of the bid is stamped and duly signed by an authorized signatory.
f) Bid documents must be direct, concise, and complete. BECIL will evaluate Bidder proposal based on its clarity and the directness of its response to the requirements of the project as out lined in this RFP. Bidder shall furnish the required information on their technical and commercial proposals in the enclosed/recommended formats only.
g) The proposal should be submitted in two distinct parts: a Technical Proposal & a Commercial Proposal.
h) Figures and tables must be numbered and referenced in the text by that number. They should be placed as close to possible to the referencing text. Pages must be numbered consecutively within each section of the proposal showing proposal section and page number.
i) Proposals shall be based only on the items contained in this RFP and its standard required accessories. The RFP includes official response to pre-proposal conference questions, addenda, and any other material published by the BECIL pursuant the RFP. The bidder is to disregard any previous draft materials and any oral representations it may have received. All responses to the requirements in Sections of this RFP must clearly state whether the proposal will satisfy the referenced requirements, and the manner in which the requirement will be satisfied.
j) Pricing information shall appear only in the commercial bid and the technical bid shall contain details of material offered and a compliance statement with reference to the bid document highlighting any deviations.

7. COMMERCIAL TERMS AND CONDITIONS

Each Bidder is required to accept the following terms and conditions:-

1.	**EarnestMoney Deposit(EMD)**	Bidders are required to submit an**Earnest Money Deposit (EMD) of ₹2,22,510/- (Rupees Two Lakhs Twenty Two Thousand Five Hundred and Ten Only)** along with their bids. The EMD can be paid online or Bidder may submit a copy of a valid Bank Guarantee (BG) for the EMD amount as per the format at

		Annexure-XVIIIspecified in this RFP. The copy of the valid BG or online payment receipt must be uploaded on the GEM Portal. Bids submitted without EMD will be treated as rejected. **EMD is to remain valid for Forty-Five days beyond the final bid validity period** The EMD amount will not accrue any interest. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the **Central Purchase Organization and Micro and Small Enterprises (MSEs) in related services** as defined in MSEs Procurement Policy issued by Department of MSME as per Rule 170 of GFR-2017 **The EMD will be forfeited, if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.** **EMD will not be accepted in any other form. Bid without EMD will not be accepted. No interest is payable on EMD amount**. **Beneficiary Details:** **Bank Name:** HDFC Bank **Branch Name:** Ansals Fortune Arcade, K- Block, Sector - 18, Noida - 201301, Uttar Pradesh **Account Number:** 50200076192513 **Type of Account:** DOD Account **IFSC Code:** HDFC0000088 **Mandate Form attached at Annexure-XXII** **NOTE: Exempted firms must submit Bid Security Declaration (as per format given in Annexure-XVI) in lieu of Bid Security (i.e. EMD) along with valid exemption certificate, else bids will be rejected.** **<u>Important Note:</u>** • The EMD amount will not accrue any interest. • For bidders opting to submit a Bank Guarantee, the original BG must be delivered to BECIL's Noida Office before the bid submission deadline (due date and time). The validity of BG shall be valid for a period of forty-five days beyond the final bid validity period. • Failure to submit the original BG within the stipulated time will result in the rejection of the bid, and such bids will be considered null and void. • In case BG is found to be forged, bid will be rejected and BECIL can take suitable action as per law. • In case a bid is submitted without EMD as mentioned above, BECIL reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned. • Bidder's EMD will be discharged after the finalization of Qualified bidder.
2.	**Prices**	The Prices should be quoted in Indian Rupees only and prices should be FOR destination at Site (22 PM SHRI Schools of Himachal Pradesh) The Price shall include all taxes and levies, and GST (Goods and Services Tax) should be specified separately as per Price Bid Format at **Annexure XXI**. In case, taxes are not mentioned in Financial bid, prices shall be

		considered inclusive of taxes.
3.	**Payment Terms**	**Payment Schedule** **(a)** 75% on Submission of Inception Report, Implementation plan, Sample Approval, Procurement, Supply, Transportation, Installation and School Wise Delivery. **(b)** 25% on Submission of Final Completion Report For Detailed payment schedule please refer Para 4 of Section V of Special Conditions of RFP **TERMS & CONDITIONS FOR PAYMENTS:** 1. The payment shall be released to the selected agency only if and when received by BECIL from the client (Samagra Shiksha) and subject to terms & conditions of the RFP and submission of complete required documents. 2. Selected agency will not demand or make any claim under any law with respect to the pending payment till the time corresponding payment is received by BECIL from the Client (Samagra Shiksha). BECIL shall not be responsible in any manner whatsoever for any delay in releasing the payments or withholding of payments by the Client. 3. The (day) date of delivery of goods and/or rendering of services by selected agency shall be the date of realization of payment from the client once the goods and/or services are accepted by client. 4. The date of receipt of payment from the Client shall be construed as the date of acceptance and the date of deemed acceptance in terms of the Micro Small and Medium Enterprises Act 2006. 5. The stage wise invoices raised by selected agency may be accepted by BECIL, however, the date of completion of the milestone / delivery of goods or services shall only be recognized for invoice and its payment when the respective acceptance of goods or services and payment thereof is received from the Client (Smagra Shiksha). 6. If in the instant contract, selected agency is acting only as trader / reseller / distributor/ authorized agents and/ or is engaged in a WORKS contract, no benefits under MSME Act 2006 and PPP Policy 2012 as per MSE Guidelines issued by Ministry of MSME would be applicable to it on account of acceptance of back to back payment terms as above. By agreeing to the terms of RFP, the selected agrees to forgo its rights under this Act and Policy.
5	**Consignee**	22 PM SHRI Schools of Himachal Pradesh
6	**Tax invoice**	1. All Tax invoices should be raised in the name of **"Broadcast Engineering Consultants India Limited, 14-B, Ring Road, I.P. Estate, New Delhi -110002"** **BECIL GST: 07AAACB2575L1ZK** 2. Allthe tax invoice must be raised ONLY after the completion of milestone along with supporting documents. Invoice received without completion of respective milestone will not be considered. 3. Selected agency 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 selected agency. Further, selected agency hereby agrees that BECIL reserves the right for reimbursement of any such cost incurred out of the aforesaid noncompliance(s). Selected agency will provide proof of payment of GST i.e. GSTR-1, GSTR-3B, etc. for taking GST

		payment from BECIL against invoices.
7	**Delivery Period**	The work including all the deliveries,installation,commissioning and training at schools of Himachal Pradesh should be completed before 20 January 2027.
8	**Warranty Period**	Warranty Period of 01 Year shall commence from the date of successful handover of the Band Set Equipment at all 22 PM Shri Schools of Himachal Pradesh.
9	**Period of Contract**	Effective Date of the Contract period will start from the date of issue of LoA and the End date of Contract will be 1.5 years from successful completion of assignment including Submission of Final Completion Report.
10	**Packing**	The material/equipment should be securely packed to withstand transit hazards during different modes of transportation.
11	**Performance Bank Guarantee**	The Selected Bidder provides a Performance Bank Guarantee (PBG) as per Format attached at **Annexure-XVII**, within 15 days from the issue of LOA for an amount equivalent to**Rs 5,98,146/-,** The validity of the Performance Bank Guarantee (PBG) is for the contract period plus 45 days from the date of issue of work order. Performance Bank Guarantee (PBG) to be addressed/ in favour of Chairman & Managing Director (CMD), Broadcast Engineering Consultants India Limited (BECIL), Registered & Corporate Office: C-56, A/17, Sector- 62, Noida- 201307, U.P. **Beneficiary Details:** **Bank Name:** HDFC Bank **Branch Name:** Ansals Fortune Arcade, K- Block, Sector - 18, Noida - 201301, Uttar Pradesh **Account Number:** 50200076192513 **Type of Account:** DOD Account **IFSC Code:** HDFC0000088 **Mandate Form attached at Annexure-XXII** The selected Bidder is required to extend the PBG (if required) beyond the initial period. If the selected Bidder fails to extend the PBG, BECIL may encash the PBG. BECIL may forfeit the PBG/Security on account of any failure on part of the selected Bidder to complete its obligations under the Agreement or in the case of non-acceptance of the work order. In case the successful bidder fails to submit this PBG within the time stipulated, BECIL at its discretion may cancel the work order without giving any notice and invite the L2 bidder to discharge its duties and ask to submit the Performance Security from L2 bidder.
12	**Taxes**	As applicable
13	**Proposal Validity**	180 Days from last Date of Bid-Submission

8. GLOSSARY OF TERMS:

SL No.	Term	Meaning
1.	**Bidder**	Bidder should be a company registered in India under the Indian Companies Act, 2013 (erstwhile companiesAct, 1956) or Limited Liability Partnership (LLP) or Proprietorship.
2.	**Confidential Information**	Any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information including any such information that may come to the knowledge of the Parties hereto by virtue of this Contract that: or is by its nature confidential or by the circumstances in which it is disclosed confidential; or is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes publicknowledge other than by a breach of this Contract.

3.	**Contract**	The RFP and all Annexures thereto, the Contract entered between the selected Bidder with the Purchaser/ BECIL as recorded in the Contract form signed by the Purchaser and the Bidder including all Annexures thereto and the agreed terms as set out in the RFP, all documents incorporated by reference therein and amendmentsand modifications to the above from time to time.
4.	**Contract Value**	The price payable to theBidder under this Contract for the full and proper performanceof its contractual obligations.
5.	**Client / End customer /User**	Samagra Shiksha, Himachal Pradesh
6.	**Effective Date**	The date on which this Contract comes into force.
7.	**Non- compliance**	Failure/refusal to comply to the terms and conditionsof the proposal/Contract
8.	**Parties**	BECIL/Client/Successful Bidder as the case may be
9.	**Proposal**	Response or offer submitted by Bidder for this e-RFP
10.	**Purchaser**	Broadcast Engineering Consultants India Limited (BECIL)
12.	**Services**	Servicestobeprovidedaspertherequirementmentioned in the scope of work and instructions thereof issued from time to time by BECIL.
13.	**System Integrator/Service Provider/Agency**	Bidder who has been selected to execute the project is referred as Project Implementing Agencies (PIA)/ Vendor/ Finalized Bidder/contractor who is authorized and a responsible agency to execute (Supply,Installation,Testing,Commissioning,Training, warranty andSupportservices)
14.	**Address of consignee**	Samagra Shiksha at 22 schools of Himachal Pradesh

9. SELECTION PROCEDURE:

a) The Purchaser will constitute a Bid Evaluation Committee to evaluate the responses of the Bidder.
b) The Bid Evaluation Committee constituted by the Purchaser shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability of a Bidder to submit requisite supporting documents / documentary evidence within a reasonable time provided to it, may lead to Proposal being declared non-responsive.
c) The decision of the Bid Evaluation Committee in the evaluation of responses to the RFP shall be final.
d) BECIL may ask for additional documents/meetings with the Bidder to seek clarifications on their proposals. Bidder has to submit the clarifications / additional particulars through GEM Portal/through email within the time limit. The Bidders offer will be disqualified, if the clarifications / additional particulars sought are not submitted within the specified date and time.
e) BECIL reserves the right to reject any or all Proposals based on any deviations contained in them, negotiate all terms of agreement resulting from this RFP and to request additional information.
f) Each of the responses shall be evaluated as per the criteria's set and requirements specified in this RFP.
g) The objective of evaluation methodology is to facilitate the selection of technically superior Bidder.

The Bidder will be selected as per the following process:

a) The Bidder satisfying the eligibility criteria will be shortlisted and will be selected after due scrutiny of documents submitted by the Bidder. BECIL may, at its sole discretion, decide to seek more information from the Bidder. The clarification shall be given in writing immediately.
b) The Evaluation committee constituted for the purpose, may waive any informality or non- conformity or irregularity in an application which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. All the decisions of the Evaluation Committee would be final and binding upon the Bidder.
c) Evaluation committee's decision in respect of evaluation methodology and short listing of Bidder will be final and no communications, whatsoever in this respect, shall be entertained.

d) If the committee finds that the detailed commercial bid submitted by the Bidder is with "NIL" charges/not in order or incomplete etc. then the committee shall treat the bid as non-viable and same shall be rejected, and EMD shall be forfeited. In such case next ranked Bidder shall be considered for further evaluation and so on till a Bidder is selected

e) If the Agreement with the Selected Bidder is terminated for any reason before the completion of the 01 month term set for project execution, BECIL reserves the right to offer the contract for the remaining term to the L2 Bidder. This will be done by issuing a Notification of Award, provided that the L2 Bidder agrees to perform the services at the L1 rate. If the L2 Bidder declines to match the L1 rate, BECIL will extend the same offer to the L3 Bidder, and so forth. Should none of the shortlisted Bidder agree to match the L1 rate, BECIL will proceed to invite fresh bids.

f) If any Bidder withdraws his bid, at any stage after the submission of the bid, till the final evaluation or declaration of the final selected Bidder, it shall be declared a defaulting Bidder and EMD of such defaulting Bidder shall be forfeited and Purchaser reserves right to blacklist such Bidder for next three years from participating in any Purchasers' tender. In such situation the tendering process shall be continued with the remaining Bidder as per their ranking.

g) If the Bidder backs out after being declared as selected Bidder, it shall be declared a defaulting Bidder and EMD of such defaulting Bidder shall be forfeited and Purchaser reserves right to blacklist such organization for next three years from participating in any Purchaser Tender.

10. EVALUATION PROCESS &AWARD

Proposals will be evaluated for meeting all technical requirements and system completeness as per Tender document.

Lowest Bidder(L1) will be the bidder with Lowest Financial Offer and will be the winner for the said tendering process.

Factors which may be considered as a part of evaluation amongst others will include the following:

1.	Product Quality	:	Only reputed industry tested equipment and solutions with reliability will be accepted, non-standard make/model of equipment will disqualify the proposal technically.
2.	Up-gradation/ Modular design	:	System/equipment should be future looking, modular in design and open to technology upgradation besides being capable of add on facility and features in phased manner.
3.	Assurance of supply	:	Vendor's technical capability, Organizational stability, reliability of equipment and ability to meet timelines.
4.	Service	:	After sales service, availability of spare parts/technical support, warranty offered.
5.	Integration Experience	:	Expertise and experience of the bidder in system / sub system of integration of similar nature.
6.	Delivery Schedule	:	Delivery timeline will be critical parameter for evaluation and final decision.
7.	Regulatory	:	Should meet the Regulatory compliance, Safety requirements and Environmental objectives.

Evaluation Process

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

a) The bidders' proposals will be evaluated as per the requirements specified in the RFP and adopting the evaluation criteria spelt out in subsequent paras of this RFP document. The Bidders are required to submit all required documentation as per evaluation criteria specified in RFP.

b) Proposals received by the prescribed date and time shall only be considered and evaluated by a duly constituted tender evaluation committee.
c) Upon verification, evaluation/ assessment, if in case any information furnished by the Bidder is found to be Incomplete/ incorrect, their bid will be summarily rejected and no correspondence on the same shall be entertained. Submissionof 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.
d) The EMD amount will be returned without any interest to the respective disqualified bidders after the submission of Performance Bank Guarantee by the successful bidder.
e) BECIL will review the technical proposal to determine whether the technical proposals are as per the requirements laid down. Proposals that are not in accordance with these requirements are liable to be disqualified at BECIL discretion.
f) Evaluation of proposals shall be based on:

i. Information contained in the proposal, the documents submitted there to and clarifications provided, if any.
ii. Experience and Assessment of the capability of the bidder based on past record

g) BECIL reserves the right to seek any clarifications on the already submitted bid documents.
h) Conditional proposals shall NOT be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of the proposals.
i) Even though bidders satisfy the necessary requirements they are subject to disqualification if they have:

- Made untrue or false representation in the form, statements required in the RFP document.
- Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.

11. NOTIFICATION OF SELECTION:

BECIL shall notify the successful Bidder in writing by a Letter of Intent that its bid response has been accepted. The Bidder shall acknowledge in writing, receipt of the notification of selection and shall send his acceptance within seven (7) days of receiving the notification.

Failure to abide by this, may lead to termination of the selection.

12. DISQUALIFICATION:

The proposal is liable to be disqualified in the following cases or in case Bidder fails to meet the bidding requirements as indicated in this RFP:

i) Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
ii) During validity of the proposal, or its extended period, if any, the Bidder increases his quoted prices.
iii) Proposal is received in incomplete form.
iv) Non-submission of EMD.
v) If the Bidder provides quotation only for a part of the project.
vi) Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly, or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period and if Commercial proposal is enclosed within the same envelope as technical proposal.
vii) The Bidder tries to influence the proposal evaluation process by unlawful/ corrupt/ fraudulent means at any point of time during the bid process.
viii) In case any one Bidder submits multiple proposals or if common interests are found in two or more Bidder, the Bidders are likely to be disqualified, unless additional proposals/ Bidders are withdrawn upon notice immediately.
ix) The bid security document(s) and technical proposal including entire documentation (pdf format) should not contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid.
x) **Conditional bids will be disqualified.**

13. BIDDER CODE OF CONDUCT AND BUSINESS ETHICS:

BECIL is committed to its values & beliefs and business practices to ensure that companies and suppliers, who supply goods, materials, or services, will also comply with these principles.

Section-II

PRE-QUALIFICATION, TECHNICAL EVALUATION AND FINANCIAL CRITERIA

1. PRE-QUALIFICATION CRITERIA:

Ser	Basic Requirements	Specific Qualification Criteria	Documents to be submitted
(a)	Legal Entity	The Bidder shall be registered under the Companies Act, 2013/1956 or any other applicable law in India and shall have been in existence for at least Five (5) years as on the bid submission date. The bidder shall possess valid PAN and GST registration.	(a) Valid copy of certificate of incorporation. (b) Copy of GST registration Certificate. (c) Copy of PAN Number.
(b)	Turnover	The Bidder shall have an Average Annual Turnover of not less than 56 lakhs during the last three financial years (FY 2023-24, 2024-25 & 2025-26) from procurement, supply, manufacturing or distribution activities of similar nature.	Audited Balance Sheets CA Certificate signed copy with UDIN issued after the date of issue of RFP will be considered.
(c)	Bidder Certifications	The Bidder must possesses a valid ISO 9001:2015 and ISO 27001:2013 certification	Copy of valid Certiifcates
(d)	OEMCertifications	The OEM must possesses the following valid certifications:ISO 9001:2015, ISO 10002:2018, ISO 14001:2015, ISO 31000:2018, ISO 45001:2018, ISO 50001:2018, ISO/IEC 17025:2017, ISO/IEC 27001:2022,ISO 10012:2003.	Copy of valid Certiifcates
(e)	Bidder Experience	Minimum Experience Required: The Bidder shall have successfully completed similar assignments involving procurement and supply of Band Equipment, Musical,skill,vocational Instruments, Educational Equipment, or other institutional supplies of similar nature for Central Government/State Government Departments, PSUs, Autonomous Bodies, or other Government Organizations during the last Five (05) years. • Three similar completed services costing not less than the amount equal to Rs 45 Lakhs or • Two similar completed services costing not less than the amount equal to Rs 56 Lakhs or • One similar completed services costing not less than the amount equal to Rs 89 Lakhs.	Work Order and Completion Certificate/ Payment Certificate certified by CA with valid UDIN number.
(f)	Net Worth	• The Bidder shall have a positive net worth and shall have earned profits during the last three financial years (FY 2023-24, 2024-25 & 2025-26)	Audited Balance Sheets CA Certificate signed copy with UDIN issued after the date of issue of RFP will be considered.
(g)	Bank Solvency Certificate	Bidder should submit Bank Solvency certificate issued by Bank of minimum Rs 27,81,000/-.	Certificate must be issued by Branch Manager/Equivalent mentioning its Name,Employee Id/Signature ID and Designation from scheduled commercial bank

(h)	**Blacklist Declaration**	The Bidder should not have been blacklisted / debarred/ banned/ restricted for any fraudulent practices by any of its client, Central Government/ State Government/ UT/ Government/ Government Undertaking/ University/ Educational Institutions/ Government Bodies/ PSUs in India as on date of submission of the Bid.	A Notarized Affidavit on Rs. 100/- stamp paper signed by the Authorized Signatory of the Bidder. Format attached at **Annexure VI**
(i)	**Manufacturer Authorisation Certificate(MAF)**	The bidder should submit Manufacturers Authorization Certificate (MAF) and Technical Compliance sheet from Original Equipment Manufacturers (OEMs) specific to the bid for all items .	MAF as per Format attached at **Annexure-X**, Technical Compliance Certificate as per format at **Annexure- XX** of RFP with technical Brochures and datasheets • Bid Specific MAF as per format enclosed on OEM letter Head for providing comprehensive support and services as per RFP • and Technical Compliance Certificate as per format at **Annexure-XX** of RFP with technical brochures and data sheet covering all technical specifications to be submitted as per format enclosed on OEM letter head and Bidders letter head. • Compliance confirmation from OEM for each parameter in their letterhead along with the Manufacturer's Authorization form. If there is any deviation, the deviation should be spelt out on the OEM letter head and Bidder letter head.
(j)	**Consortium**	Consortiums are not allowed	

a) Each of the Pre-Qualification condition mentioned in the RFP document is MANDATORY. In case the bidder does not meet any one of the conditions, the bidder will be disqualified.

b) The Bidders are requested to furnish information and documents to establish their eligibility. If a bid is not accompanied with all necessary documents, it may be summarily rejected.

c) Only the bidders, who fulfill the Pre-Qualification Criterion, will qualify for Technical Evaluation and Presentation. Failing to any of the pre-qualification Criteria shall lead to dis-qualification of the proposal and bidder.

2. Technical Evaluation Criteria

a) The technical proposal of qualified bidders will be evaluated as per the requirements specified in the RFP and technical evaluation criteria as mentioned in the RFP Document.

b) Bidders may be asked to give a demonstration/ presentation on their understanding of the Scope of Work and their proposal submitted for undertaking the evaluation.

c) Each technical proposal will be assigned technical marks out of a maximum of 100 marks. Only the bidders who get Technical Marks of 70 or more will qualify for financial evaluation. Failing to secure minimum marks shall lead to technical rejection of the Proposal and Bidder. The criteria for technical evaluation is as under

Ser	Evaluation Criteria	Description	Max Marks	Documents to be Submitted
1	Financial Turnover	The Bidder shall have an Average Annual Turnover during the last three (03) Financial Years (FY 2023-24, 2024-25 & 2025-26). Marks shall be awarded as under: i) Average Annual Turnover of ₹56 Lakh to less than 1 crore-**10 Marks** ii) Average Annual Turnover of Rs 1 Crore to less than 1.5 Crore -**15 Marks** iii) Average Annual Turnover of ₹1.5 Crore and above-**20 Marks**	20	i) A Chartered Accountant (CA) Certificate indicating Year- wise total Turnover along with the Net- worth for last 03 Financial Years. ii)Income Tax Acknowledgement for last 03 Financial Years.
2	Sample Demonstration(POC)	Samples of the following Instruments (a) Bass Drum (b) PT Drum/Tenor Drum (c) Marching Cymbal Pair (d) Bugle/Bigul (e) Brass Trumpet (f) Clarinet	20	
3	Experience of Similar Assignments	The Bidder shall have successfully completed similar assignments involving procurement and supply of Band Equipment, Musical ,skill,vocational Instruments, Educational Equipment, or other institutional supplies of similar nature for Central Government/State Government Departments, PSUs, Autonomous Bodies, or other Government Organizations during the last Five (05) years. Marks shall be awarded as under: 1) Three (03) or more Similar Assignments having individual value of Rs 45 Lakhs-**10 Marks** ii) Two (02) Similar Assignments having individual value of Rs 56 lakhs-**15 Mark**s iii) One (01) Similar Assignments having individual value of Rs 89 Lakhsor above-**20 marks**	20	Work Orders / Purchase Orders Agreements along with Completion Certificates Performance Certificates / Client Certificates clearly indicating scope of work, contract value and completion status.
4	Quality Assurance, Certifications and Warranty Support	Assessment of the Bidder's Quality Management System, inspection procedures, testing	10	1. Quality Assurance Plan. 2. ISO 9001 or equivalent Quality Certification (where

		mechanisms, quality control processes, applicable certifications, product safety compliance, replacement policy, warranty management system and after-sales service support for the proposed equipment and accessories.		applicable). 3. BIS/ISI/Product Compliance Certificates (where applicable). 4. NABL Testing Reports (where applicable). 5 Warranty and After-Sales Support Plan.
5	Technical Approach, Methodology and Implementation Plan	Understanding of the Assignment- 2 Marks	10	Detailed Approach and Methodology and Work Plan to Execute the assignment within stipulated timelines to be enclosed with the proposal.
		Procurement & Supply Methodology -**2 Marks**		
		Logistics and implementation Plan-**2 Marks**		
		Project management and Work Plan-**2 Marks**		
		Risk Mitigation, Warranty and After Sales Support-**2 Marks**		
6	Presentation	Organisational Capability and Similar Experience-4 Marks	20	Detailed Presentation outlining the Realistic timelines for Implementation of the project from the month of award,Approch and Methodology and other critical aspects.
		Understanding of Assignment & Technical Approach-**4 Marks**		
		Supply Chain Logistics & Project Execution-**4 Marks**		
		Quality Assurance,Warranty & After Sales Support-**4 Marks**		
		Project management ,Innovation & Risk Management-**4 Marks**		

3. Financial Criteria

a) The **Estimated Cost for the project is Rs 1,11,25,510/- inclusive of GST**. The price quoted by the bidder above the estimated project value will result in bid rejection.

b) Financial bids will be opened only for the agencies that will score 70 or more in Technical Evaluation. Failing to secure minimum marks shall lead to technical rejection of the Proposal and Bidder.

c) The successful agency will be selected on the basis of L1 price, where L1 indicates the Lowest price offered to BECIL as per price format. The price offered in price bid will be considered as the price offered by Bidder.

d) A work order shall be given by BECIL to the declared L1 Bidder

Section-III

SCOPE OF WORK, TECHNICAL SPECIFICATIONS CUM BOQ AND TECHNICAL COMPLIANCE CERTIFICATE

A. SCOPEOFWORKS:

The Scope of Work covers the end-to-end responsibility of the bidder for supply of Band Set equipment to the 22 PM-SHRI Schools listed by the HPSES- Samagra Shiksha. Himachal Pradesh and includes the following:

(i) Supply of Band Equipment's

(a) Supply of all 35-line items of Band Set equipment listed in the specifications and quantities indicated therein, for each of the 22 schools (i.e., the per-school quantity multiplied by 22 schools, as attached in Annexure-1.

(b) All items supplied shall be new (not refurbished/used/reconditioned). of standard/branded make, free from manufacturing defects, and conforming to the detailed specifications given in the BoQ.

(c) Percussion instruments (Bass Drum. Side Drum, PT Tenor Drum. Cymbals, Manjeera, Jhunjhuna, Triangle, Khanjari, etc.) shall be of the specified size, material and finish, with correct tonal quality suitable for school marching/parade use.

(d) Wind/brass instruments (Bugle, Trumpet, Clarinet, Flute/Bansuri, Bagpipe, Practice Chanter) shall be supplied complete with mouthpieces, reeds, and cases/pouches wherever applicable and shall be playable/tuned condition at the time of handover.

(e) Band uniforms, leader's hat, marching shoes and gloves shall be supplied in appropriate and correctly assorted sizes (as per measurements/sizing chart to be shared by the respective school/Samagra Shiksha Authority prior to dispatch), in matching colour and design across all 22 schools.

(f) All spares and consumables (spare mouthpieces, reeds, drum heads, harnesses, carriers, cases, music stands. etc.) shall be supplied as per the quantities specified.

(ii) Quality Assurance and Sample Approval

(a) The bidder shall submit samples of all items (percussion set, brass/wind instruments, uniform. footwear) for inspection and written approval by the Samagra Shiksha Authority/school authorities prior to bulk supply, wherever called for.

(b) Bulk supply shall commence only after sample approval; any item not conforming to the approved sample or specification is liable to be rejected and replaced by the bidder at its own cost.

(c) Samagra Shiksha Authorities/school authorities reserve the right to inspect and test the goods (visually and functionally) at the time of delivery and to reject sub-standard, damaged or non-conforming items.

(iii) Packing, Transportation and Delivery

(a) The bidder shall be responsible for proper packing (to prevent damage/moisture/transit loss). safe transportation, insurance in transit and delivery of goods up to each of the 22 school premises (door delivery), including loading, transportation and unloading at site, at no extra cost to the Samagra Shiksha.

(b) The bidder shall furnish an advance delivery schedule (school-wise/date-wise) to the Samagra Shiksha for planning and monitoring of receipt at each school.

(c) Partial/short supply, wrong specification or delayed supply shall attract penalty/liquidated damages as per the terms of the Purchase Order, in addition to replacement/completion of supply.

(iv) Installation

Wherever instruments/equipment require assembly, tuning, fitting of slings/harnesses/belts or setting up of stands, the bidder shall carry out such assembly/fitting at each school at the time of delivery.

(v) Documentation and Handover

(a) Supply shall be accompanied by item-wise delivery challans, packing lists and (where applicable) warranty cards/user manuals/catalogues for the equipment supplied.

(b) A joint physical verification and handover shall be carried out at each school and a signed Goods Receipt/Handover Certificate obtained for each school before the item is treated as delivered in satisfactory condition.

(c) The bidder shall submit a consolidated, school-wise supply and acknowledgement report to the BECIL on completion of the entire order.

(vi) Warranty and After-Sales Support

a) All instruments and equipment (excluding normal consumables such as reeds, drum skins, sticks unless otherwise specified) shall carry a minimum warranty of I (one) year from the date of handover, against manufacturing defects and breakages etc.

b) During the warranty period, the bidder shall repair or replace, without any financial implication on Samagra Shiksha, any item found defective / breakages due to manufacturing fault (normal wear and tear excluded), within a reasonable turnaround time (i.e. 15 days from the date of intimation) of being notified by the school/ district/Samagra Shiksha.

c) The bidder shall provide a functional after-sales service/contact point (helpline number/e- mail/local service point) for complaint registration and resolution during the warranty period.

(vii) Roles and Responsibilities of the Bidder

The successful bidder shall be responsible for the following, in addition to the obligations detailed above in the Scope of Work:

a) To supply genuine, new and good-quality Band Set equipment strictly as per the specifications, brand/make approved (if any), and quantities given in Specifications, for all 22 schools.

b) To bear full responsibility for the quality, safety and fitness-for-use of every item supplied and to ensure that no item poses a safety hazard to school children.

c) To depute its own manpower, vehicles and resources for packing, transportation, delivery. unloading and assembly at each of the 22 schools, at its own cost.

d) To coordinate with the Samagra Shiksha/District/School authorities for delivery schedules, site access and any local requirements (e.g., school timings, storage space) at each school.

e) To coordinate with school authorities, where required, for sizing/measurement details for uniforms, shoes and gloves in a timely manner to enable correct supply.

f) To obtain signed Goods Receipt/Handover receipt from each school as proof of satisfactory delivery and to submit these along with invoices for payment processing.

g) The items shall be replaced /repaired within the stipulated time (i.e. 15-Days from the date of intimation) any item found short, damaged, defective or not conforming to specification, whether identified at the time of delivery or during the warranty period.

h) To provide and honour the warranty and after-sales service commitments as specified in the Purchase Order/Agreement, including maintaining adequate stock of spares for timely replacement.

i) To comply with all applicable statutory requirements, including GST registration and payment, applicable labour and safety laws and any product-safety/quality standards applicable to musical instruments, uniforms, and sports goods.

j) To furnish requisite Performance Security/Bank Guarantee, valid up to completion of supply and the warranty period and to keep it valid/renewed as required.

k) To submit all necessary documentation handover certificates and a final completion report to the BECIL for record and delivery challans, invoices, warranty cards, payment purposes.

l) To bear responsibility for any loss or damage to goods during transit until the goods are formally handed over and accepted at each school.

B. Technical Specifications cum BOQ

The submitted bid must meet the technical specifications mentioned in this RFP. Failure to meet the specifications will result in rejection of bids. The bidder has to provide compliance to technical specifications as per Technical Compliance Certificate format given in this Section.

Ser	Items	Detailed Specifications	Qty per School	Total Qty (22 Schools)
1	Bass Drum	Base drum 24 inch, screw rod 8 nos, diameter 24 inch, width 9 inch, material: steel	1	22
2	Bass Drum Beater & Spare	Heavy-duty compatible beater set for bass drum, durable grip, 2 set balanced for school marching use.	2 set	44 sets
3	Bass Drum Sling/Belt	Adjustable nylon/PU drum belt, suitable for marching bass drum.	2	44
4	Side Drum	Marching side drum, silver finish, stainless steel body, 8-rod PVC skin, 14 inch diameter and 5 inch width	4	88
5	Side Drum Sticks (pair)	Hardwood drum sticks suitable for school marching snare drums, 20 pairs	1 lot	22 lots
6	PT Drum/ Tenor Drum	School marching PT drum, silver finish, metal body with PVC skin, approx. 14 inch diameter and 12 inch width.	1	22
7	PT Drum Stand	Adjustable metal drum stand for school practice and display use, stable base, anti-slip support.	1	22
8	Marching Cymbal Pair	Pair of brass/metal cymbals for marching use, approx. 8-10 inch size.	3 Pairs	66 pairs
9	Manjeera Set	Hand-held metal manjeera set for rhythm practice, durable finish, school grade.	2 pairs	44 pairs
10	Bugle/Bigul	Brass-copper bugle, beginner grade, polished finish, includes Mouthpiece. Corrosion resistant, approx. 11 inch length	2	44
11	Brass Trumpet	Student-grade brass wind instrument with case, nickel polished body, durable valves, suitable for school band practice.	3	66
12	Clarinet	Bb clarinet, black finish, wind instrument, approx. 22 inch length, school-use grade.	2	44
13	Flute Bansuri	Bamboo or student marching flute, /B-scale, cylindrical body, 8 holes, approx. 13-14 inch length, lightweight.	10	220
14	Bagpipe	School-use bagpipe set, black finish, wood/metal construction, complete playable set for marching performance.	1	22
15	Practice Chanter	Bagpipe practice chanter for training beginners, durable practice model, compatible with school bagpipe set.	1	22
16	Conductor's Baton/Stick	Lightweight conductor baton/stick, wooden body, black finish, approx. 15 inch length, easy grip.	1	22

17	Bandmaster /Arrow Stick	Ceremonial bandmaster arrow stick, wooden body, decorative top, approx. 4.5-5 feet long.	1	22
18	Leader's Ceremonial Stick	Decorative leadership stick for parade command and ceremonial use, sturdy wooden construction.	1	22
19	Marching Harness Drum Belts	Strong adjustable /harnesses/belts for marching percussion instruments, durable stitching.	4	88
20	Drum Carriers /Shoulder Straps	Extra adjustable shoulder straps for side drums and percussion items, school-use quality.	4	88
21	Band Uniform Sets	Cotton-polyester uniform set suitable for male/female students, includes shirt, trouser/skirt, cap, and belt, multiple sizes.	33 sets	726 sets
22	Leader's Hat	Ceremonial band leader hat, structured cap, matching band dress, durable decorative finish.	2	44
23	Marching Shoes & Gloves	Standard marching shoes or gloves for school band members, uniform appearance, durable use.	33 pairs	726 pairs
24	Instrument Soft Cases Carry Bags	Padded protective carry bags for instruments, zip closure, shoulder strap, school transport use.	5	110
25	Instrument Hard Cases	Hard protective cases for brass/wind instruments, molded body, shock-resistant design.	5	110
26	Tuning Accessories	Basic tuning kit, cleaning cloth, reeds/mouthpiece support items, and small maintenance tools.	1 lot	22 lots
27	Spare Mouthpieces	Spare mouthpieces for brass and wind instruments, standard school-compatible fit for Bigul and trumpet.	10	220
28	Spare Reeds	Spare reeds for clarinet and related wind instruments (10 clarinet reeds, 10 bagpipe reeds, 10 practice chanter reeds per school).	1 lot	22 lots
29	Spares Drum Heads/Percussion Spares	Replacement drum heads and /tension accessories (4 bass drum heads, 20 side drum heads per school).	1 lot	22 lots
30	Bass Drum Stick	Extra sticks and mallets for snare and percussion practice, durable wood finish (10 pairs per school).	1 lot	22 lots
31	Cleaning & Maintenance Kit	Cloth, brush, polish, oil, and maintenance consumables for brass, wind, and percussion instruments (10 sets per school).	1 lot	22 lots
32	Music Book Stands	Folding stand for holding book, for standing players to play for parade/practice use, adjustable height, lightweight metal frame.	10	220
33	Jhunjhuna	Stainless steel, wooden handle, having metal bells inside, school band grade level (10 nos per school).	1 lot	22 lots
34	Triangle (heavy)	Iron body with small stick, very good sound, school band grade level (10 nos per school).	1 lot	22 lots
35	Khanjari	Colourful round frame with plastic head, 10 inch, with jingles (10 nos per school).	1 lot	22 lots

C. Technical Compliance Certificate

Ser No	Specifications	Page Number of Specifications in RFP	Compliance (Yes/ No)	Deviations if any to the specifications

Section –IV

GENERAL TERMS AND CONDITIONS

1. RELATIONSHIP BETWEEN THE PARTIES

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

2. INTELLECTUAL PROPERTY RIGHTS:

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

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

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

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

3. LAND AND BORDER PROVISION(FORMAT GIVEN AT ANNEXURE-XII)

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

4. INDEMNITY (FORMAT GIVEN AT ANNEXURE-V)

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

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

b) Any breach by the Bidder of any of its obligations under this Contract or from any negligence under the Contract, including any errors or deficiencies in the performance its scope of work.

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

5. SIGNING OF NON-DISCLOSURE AGREEMENT(FORMAT GIVEN AT ANNEXURE-XIII)

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.

6. CODE OF INTEGRITY(FORMAT GIVEN AT ANNEXURE-XV)

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 thata financial or other benefit may be obtained, or any necessary obligation or pre-requisite may be avoided.

c) Improper use of information provided by BECIL to the Bidder with an intent to gain an unfair advantage in the procurement process or for personal gain.

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

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

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

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

7. CONFLICT OF INTEREST(FORMAT GIVEN AT ANNEXURE-XIX)

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

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

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

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

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

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

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

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

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

8. UNDUE INFLUENCE

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

8.2. Any breach of the aforesaid undertaking by the Agency/Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Agency) or the commission of any offers by the Agency or anyone employed by him or acting on his behalf, as defined in the Bharatiya Nyaya Sanhita, erstwhile known as the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle 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.

9. UNLAWFUL/UNETHICAL PRACTICES

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

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

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

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

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

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

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

11. BLACKLISTING/ DEBARMENT

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

12. RISK AND COST CLAUSE

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

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

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

available period.

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

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

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

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

13. PENALTIES

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

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

14. CONFIDENTIALITY

14.1 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.

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

15. RIGHT TO INSPECTION

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

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

16. TERMINATIONS

Termination of Contract by BECIL due to unsatisfactory performance

a) If the Bidder refuses or fails to execute the specified quantum of work or any separate part thereof with diligence or ensure its completion within the time specified in the RFP, or subsequent work order issued thereto, then it shall be open to BECIL at its option by written notice to the Agency/Bidder to:

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

termination shall be served on the Agency/Bidder and the Contract shall be deemed terminated after a period of 15 days from the date of notice of termination.

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;

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.

Termination for Convenience

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

17. POST TERMINTION RESPONSIBILITY

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

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

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

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

18. NOTICES

18.1. Any notice, invoice, approval, advice, report or notification in connection with this Contract shall be in writing and any notice or other written communication pursuant hereto shall be signed by the party issuing the same and shall be addressed to the BECIL or the Bidder and may be given by delivering the same by hand or sending the same-by prepaid registered mail, official e-mail or facsimile to the relevant address forth below or such other address as each Party may notify in writing to the 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,
Uttar Pradesh., India.
Email: ved@becil.com

19. NO WAIVER

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

20. AMENDMENT:

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

21. ARBITRATION

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.

Reference of Dispute to Arbitration proceeding post conciliation

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

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

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

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

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

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

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

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

i) In the event of initiation of AMRCD proceedings between BECIL and the client, the decision / mutual settlement arrived at, on the conclusion of the proceeding between the parties, shall in turn become applicable on the selected agency/Bidder in all respects.

22. JURISDICTION

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

23. FORCE MAJEURE

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.

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

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

24. SUBCONTRACTING

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

25. EXTENSION OF TIME

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.

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.

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

26. ASSIGNMENT:

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

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.

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

27. NON-EXCLUSIVE:

It is agreed and certified that this Contract is on a non-exclusive basis and the parties are at liberty to enter into similar Contracts with others (Provided however, the system integrator shall ensure that it is entering into Contract, with other parties shall not in any way conflict with or affect the BECIL interests, rights, remedies under this Contract or in law).

28. PERSONNEL:

The personnel assigned by the Bidder to perform the Services shall be the employees of the Bidder, and under no circumstances shall such personnel be considered employees of BECIL or its nominated agencies. The Bidder shall be responsible for the supervision and control of its personnel and for payment obligations of such personnel's compensation, including salary, withholding of income taxes and social security taxes, workers compensation, employee and disability benefits and the like and shall be responsible and accountable for all obligations of an employer according to applicable laws, rules and regulations.

The Bidder shall use its best efforts to ensure that sufficient personnel are assigned to perform the Services and those personnel have appropriate qualifications, skills and experience to perform the Services. If BECIL requests that any personnel employed by the Bidder be replaced, the substitution of such personnel shall be accomplished as per the terms of this RFP and subsequent Contract/ WO

The selected Bidder shall be responsible for the performance of all its obligations under the Contract and shall be liable for compliance with all relevant labor acts and statutory legislations.

29. COMPLIANCE WITH APPLICABLE LAW:

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

The Bidder shall be solely responsible for strictly following all relevant labor legislations, rules, regulation inclusive of but not limited to Contract labor regulation and abolition act, Industrial Standing order and other industrial laws, notification, amendments or additions which are made to these laws during the period of this contract. The Bidder shall have to, at his own expenses, comply with all relevant/applicable labor laws and keep the company indemnified in respect thereof.

30. SEVERABILITY:

If any provision of the Contract/ Agreement / work order, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable; the illegality, invalidity or un-enforceability of such provision or part provision shall not affect the other provisions of the Contract/ Agreement / work order or the remainder of the provisions in question which shall remain in full force and effect. The concerned Parties shall negotiate in good faith to agree to substitute for any illegal, invalid or unenforceable provision with a valid and enforceable provision which achieves to the greatest extent possible the economic,

social, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.

31. ENTIRE CONTRACT:

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

32. LIQUIDATED DAMAGES

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:

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)

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.

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)

Any such recovery of Liquidated Damages shall not in any way relieve the Bidder from any of its obligations to complete the works or from any other of its other obligation and liabilities under the Contract.

33. POWER OF ATTORNEY (FORMAT GIVEN AT ANNEXURE-XIV)

Duly filled Technical Bid with proper seal and signature of authorized person on each page of the bid submitted. The person signing the bid should be the duly authorized representative of the firm/ company whose signature should be verified and certificate of authority should be submitted. The power of attorney or authorization or any other document consisting of adequate proof of the ability of the signatory to bind the firm/ company should be annexed to the bid.

34. FORFEITURE OF EMD

The EMD deposited by the Bidder shall be forfeited in the following cases

34.1 If a Bidder withdraws or amends their tender during the validity period.

34.2 Tender changes: If a Bidder changes the terms, conditions, or prices after the opening date

34.3 Order acceptance: If a Bidder fails to accept an order after it's placed

34.4 False documents: If a bidder submits false or fabricated documents

34.5 In the case of a successful bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time.

34.6 During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

34.7 If a bidder indulges in any unlawful/unethical/immoral act during the process of bidding/order finalization.
The successful bidder's EMD will be discharged upon the bidder's acceptance of the LOI / SO/PO satisfactorily and submission of Performance Bank Guarantee (PBG).

35. COMPLIANCE STATEMENT(FORMAT GIVEN AT ANNEXURE-XX)

35.1 A separate point by point compliance statement of Scope of work and Specifications including Bill of Material (BOM) for all the equipment/item(s) duly signed & stamped by bidder on their letter head must be submitted.

35.2 A separate point by point compliance statement to be submitted by OEM for all items and Specifications including Bill of Material (BOM) duly signed & stamped by OEM on their letter head must be submitted.

36. UN-PRICED BILL OF MATERIAL

Bidder should submit the Unpriced Bill of Material (BoM) stating the Make & Model of the equipment proposed by the bidders. No Financial Cost shall be disclosed in technical bid.

37. Copy of RFP and respective corrigendum/addendum should be duly signed and stamped by the bidder at each page as the token of acceptance of all the terms and conditions given in referred RFP.

Section –V

Special Terms and Conditions

1. TIMELINES

The work including all the deliveries, installation, commissioning and training at schools of Himachal Pradesh should be completed before 20 January 2027.

Ser	Deliverables	Description	Timeline
1	**Inception Report and Plan Implementation**	Submission of the methodology, implementation plan. quality procurement strategy, manufacturing/sourcing assurance mechanism, sample submission plan, school-wise delivery schedule, deployment plan, and warranty support mechanism.	**T+ 10 Days**
2	**Sample Approval, Procurement**	Submission of samples of all Band Set items, wherever required, for approval; completion of procurement/manufacturing of all Band Set equipment.	**T+15 Days**
3	**Supply, Transportation, Installation and School-wise Delivery**	Completion of supply and transportation,installation/assembly. tuning, wherever applicable, and on-site delivery of the complete Band Set equipment to all 22 PM SHRI Schools, along with submission of delivery challans, packing lists, warranty documents. Goods Receipt/Handover Certificates duly signed by the Head of School, and school-wise supply status reports.	**T+30 Days**
4	**Final Completion Report**	Submission of the Final Completion Report confirming successful completion of the assignment, including: (i) summary of deliverables: (ii) mechanism for after-sales services, including warranty support and replacement of items upon intimation from the school; (iii) supporting documentation. including photographs, distribution details, approvals, and other relevant evidence of implementation; and (iv) project closure, including handover of all project outputs and manuals.	**T+45 Days**

2. DELIVERY ADDRESS

a) Actual delivery and Installation & Commissioning / training (as applicable) is to be done at following address.

Samagra Shiksha at 22 PM SHRI schools of Himachal Pradesh

b) Installation, Commissioning, Testing, Configuration, Training (if any - whichever is applicable as per scope of Work) is to be carried out by Bidder.

3. CURRENCY OF THE TENDER

a) Bidders shall express the price in Indian Rupees only.
b) The bid value shall include all taxes and levies, and GST (Goods and Services Tax) should be specified separately as per bid format.

4. PAYMENT SCHEDULE

Ser	Deliverables	Description	Payment Percentage
1	**Inception Report and Plan Implementation**	Submission of the methodology, implementation plan. quality procurement strategy, manufacturing/sourcing assurance mechanism, sample submission plan, school-wise delivery schedule, deployment plan, and warranty support mechanism.	**75%**
2	**Sample Approval, Procurement**	Submission of samples of all Band Set items, wherever required, for approval; completion of procurement/manufacturing of all Band Set equipment.	
3	**Supply, Transportation, Installation and School-wise Delivery**	Completion of supply and transportation,installation/assembly. tuning, wherever applicable, and on-site delivery of the complete Band Set equipment to all 22 PM SHRI Schools, along with submission of delivery challans, packing lists, warranty documents. Goods Receipt/Handover Certificates duly signed by the Head of School, and school-wise supply status reports.	
4	**Final Completion Report**	Submission of the Final Completion Report confirming successful completion of the assignment, including: (i) summary of deliverables: (ii) mechanism for after-sales services, including warranty support and replacement of items upon intimation from the school; (iii) supporting documentation. including photographs, distribution details, approvals, and other relevant evidence of implementation; and (iv) project closure, including handover of all project outputs and manuals.	**25%**

5. Payment Terms

(a)The payment shall be released to the selected agency only if and when received by BECIL from the client (Samagra Shiksha) and subject to terms & conditions of the RFP and submission of complete required documents.

(b) Selected agency will not demand or make any claim under any law with respect to the pending payment till the time corresponding payment is received by BECIL from the Client (Samagra Shiksha). BECIL shall not be responsible in any manner whatsoever for any delay in releasing the payments or withholding of payments by the Client.

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

(d) The date of receipt of payment from the Client shall be construed as the date of acceptance and the date of deemed acceptance in terms of the Micro Small and Medium Enterprises Act 2006.

(e)The stage wise invoices raised by selected agency may be accepted by BECIL, however, the date of completion of the milestone / delivery of goods or services shall only be recognized for invoice and its payment when the respective acceptance of goods or services and payment thereof is received from the Client (Smagra Shiksha).

(f) If in the instant contract, selected agency is acting only as trader / reseller / distributor/ authorized agents and/ or is engaged in a WORKS contract, no benefits under MSME Act 2006 and PPP Policy 2012 as per MSE Guidelines issued by Ministry of MSME would be applicable to it on account of acceptance of back to back payment terms as above. By agreeing to the terms of RFP, the selected agrees to forgo its rights under this Act and Policy.

6. PENALTIES

Service Level Agreements and Penalties

a) The successful bidder shall render services as per scope of work as defined in the Section III of the RFP or any other additional work as described in thee-Tender/ work order that will result from this tender process.
b) The successful bidder is expected to meet all the terms of the Tender/ work order and is expected to provide satisfactory service. However, in the event of the bidder failing to provide satisfactory services, penalty will be imposed.
c) Any unjustified and unacceptable delay beyond the timelines as per Tender/ Work Order, will render the bidder liable for penalty at the rate as mentioned in the following paras. If at any time during performance of the work, successful bidder encounter conditions (not under his control) impeding timely performance of the ordered services, the bidder shall promptly notify Client in writing of the fact of the delay, its likely duration and its cause(s).
d) Unless otherwise waived off by Client/ Samagra Shiksha/ BECIL, delay beyond the schedule (where applicable) as per work order, will render the bidder liable for penalty as mentioned in the following paras:

i. The successful bidder shall submit PBG and sign the contract within 15 days from the date of issue of LoI/ work order. In case of non-acceptance of the LoI or non-submission of the designated PBG within the stipulated period, the EMD of the successful bidder shall be forfeited.
ii. In case of late deliveries/ services from the schedule, successful bidder shall be liable to pay penalty as mentioned under:

No of Days	Penalty amount per school per day per equipment
1-30	2% for non-completion of work/deliverables
After 30 days	5%
Maximum Penalty	10% of Contract Value

7. GENERIC

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

8. LOCAL SOURCING

Bidders to submit the requisite documents as per the compliance of Make in India (MII) purchase performance. The compliance should include an undertaking regarding percentage of the local content in overall solutions.

9. EXIT MANAGEMENT PLAN POST TERMINATION/ EXPIRY OF TERM OF THE CONTRACT

Upon the termination of contract, successful bidder shall execute the following responsibilities: -

8.1 The selected bidder shall start executing the knowledge transfer process to BECIL before the day of exit. In case the knowledge transfer is not complete before the date of exit of the successful bidder, the bidder shall extend the date of exit and shall exit only after the complete knowledge transfer is done. Completion of this process shall be approved by BECIL and Samagra Shiksha, HP.

8.2 Bidders shall document technical and non-technical areas and handover the same to BECIL before the exit.

i) All documents that the bidder has prepared shall be handed over to BECIL before the exit.
ii) Any other knowledge transfer that is required by BECIL and Samagra Shiksha, HP shall be completed by the bidder before exit.

Section – VI

Annexures-I

Proposal submission letter

[On Bidder's Letter Head]

To,

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

Subject: Submission of the Proposal for <*insert Tender Name*><*Tender No.*>

Dear Sir,

1. We, the undersigned, offer to provide services to BECIL with reference to your Tender <*insert Tender Name*> dated <*insert Tender date*> and our Proposal. We are hereby submitting our un-conditional proposal through GEM portal
2. This statement is made for the express purpose of qualifying as a Bidder for undertaking the Assignment(s) under this Tender.
3. We shall make available to BECIL any additional information it may find necessary or require to supplement or authenticate the Bid.
4. We acknowledge the right of BECIL to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part nor blacklisted nor debarred by any state/ central Government or their agencies including Central/State Level Public Enterprises.
6. We declare that:
   a. All the information and statements made in this proposal are true & correct and accept that any misinterpretation contained in it may lead to our disqualification.
   b. We confirm to each and every clause of the tender document and shall abide by all the terms and conditions of all the volumes of this tender document. We would hold the terms of our proposal valid for the number of days as stipulated in the tender document.
   c. We have examined and have no reservations to the tender Document, including any Amendment/ Addendum issued by BECIL.
   d. We do not have any conflict of interest in accordance the tender document;
   e. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the tender document, in respect of any tender or request for proposal issued by or any agreement entered into with BECIL or any other public sector enterprise or any government, Central or State; and
   f. We hereby certify that we have taken steps to ensure that in conformity with the provisions of tender, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Bid for the Assignment, without incurring any liability to the Bidders, in accordance with the tender document.
8. We declare that we are not a member of any other firm submitting a Proposal for the assignment.
9. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.
10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
12. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate BECIL of the same immediately.
13. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by BECIL in connection with the selection of the

Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Assignment and the terms and implementation thereof.

14. We have studied all the tender document carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by BECIL or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of work.
15. The amount has been quoted by us after taking into consideration all terms and conditions stated in the tender and in general required to complete the envisaged work.
16. We agree and understand that the Proposal is subject to the provisions of the tender document. In no case, we shall have any claim or right of whatsoever nature if the assignment is not awarded to us or our Proposal is not opened.
17. We agree and undertake to abide by all the terms and conditions of the tender document. In witness thereof, we submit this Proposal under and in accordance with the terms of the tender document.
18. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
19. We declare that we confirm to each and every clause of the Tender document and shall abide by all the terms and conditions of all the volumes of this Tender document. We would hold the terms of our proposal valid for the number of days as stipulated in the Tender document.

Yours sincerely,

(Authorized Signatory)
Signature:

Name:
Designation:
Address:

Seal:
Date:

Declaration Letter

[On Bidder's Letterhead]

DECLARATION

i. I, <*Name & Designation*> solemnly affirm that the facts stated above are correct and nothing has been withheld. If any information submitted above is found to be false or fabricated, I may be liable to be debarred from Engagement.

ii. I permit BECIL to inspect my records to ascertain the above facts.

iii. I permit BECIL to cross check the above facts from any other source.

iv. I or my authorized representative, if required by BECIL, would make a presentation before the duly constituted Committee at my own cost.

v. I will abide by the decision of BECIL regarding Engagement.

vi. I have read & understood the Tender document and agree to all the terms & conditions stated therein.

vii. <*Name of Bidder*> does not have a conflict of interest in the procurement in question as specified in the bidding documents.

viii. <*Name of Bidder*> comply with the code of integrity as specified in the bidding document.

(Authorized Signatory)
Signature:

Name:
Designation:
Address:

Seal:
Date:

Acceptance Letter

[On Bidder's Letter Head]

To,

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

Subject: Acceptance of Tender Terms & Conditions of <Tender No.>

Dear Sir,

1. I/We hereby certify that I/We have understood and clarified the entire terms and conditions of the Tender documents, and I/We shall abide by the conditions/clauses contained therein.

2. **I/We hereby unconditionally accept the Tender conditions of Tender document, for <*insert Tender Name*>, in its entirety for the above work.**

3. The contents of clauses of the Tender documents have been noted wherein it is clarified that after unconditionally accepting the Tender conditions in its entirety, it is not permissible to put any remarks/ conditions in the Tender and the same has been followed in the present case. In case, the provisions of the Tender are found violated after opening the proposal. I / We agree that the Tender shall be rejected and BECIL shall without prejudice to say other right or remedy be at liberty to forfeit the said earnest money absolutely,

4. 'That, I/We declare that I/We have not paid and will not pay any bribe to any officer of BECIL for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of BECIL asks for bribe/ gratification, I/ We will immediately report it to the Appropriate Authority'.

Yours sincerely,

(Authorized Signatory)
Signature:

Name:
Designation:
Address:

Seal:
Date:

Profile of the Bidder

Bidder need to fill in the details (with supporting documents attached).

1.	Name of Bidder	
2.	Type of firm	*[Please submit the copy of Relevant Certificate/ Document recognised by Government of India for the bidder's firm]*
3.	Address of correspondence	
4.	Year of establishment	
5.	Permanent Account Number (PAN) of the Bidder	*[Please submit the copy of PAN]*
6.	GSTN Registration No. of the Bidder	*[Please submit the copy of GSTN]*
7.	MSME or equivalent Registration No. of the Bidder, if applicable	*[Please submit the copy of relevant valid certificate]*
8.	EPF Registration Certificate, if applicable	*[Please submit the copy of certificate]*
9.	ESIC Registration Certificate, if applicable	*[Please submit the copy of certificate]*
10.	Status of Income Tax Return of following years	*[Please submit the copy of acknowledgement of Income Tax Return]*
	FY 2023-24	
	FY 2024-25	
	FY 2025-26	
11.	Whether the firm has been blacklisted by any Central Govt. / State Govt./PSU/ Govt. Bodies / Autonomous? If yes, details thereof.	
12.	Status and details of disputes/ litigation/ arbitration, if any.	
13.	Name, Designation and address of the officer to whom all references shall be made regarding this Tender	
14.	Contact details of Authorized signatory in reference to this Tender	

(Authorized Signatory)

Signature:
Name:
Designation:
Address:
Seal:
Date:

Annexures-V

Indemnity Bond

[To be executed by the Bidder on the Stamp Paper of ₹ 100/-]

1. _____ *(Name & address of the bidder)* _____ indemnify BECIL/ Client against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the supplied services/ software/ hardware/ manpower etc. and related services or any part thereof.

2. _____ *(Name & address of the bidder)* _____ indemnify BECIL/ Client from any claims that the hired manpower/ bidder's manpower may opt to have towards the discharge of their duties in the fulfillment of the contract.

3. _____ *(Name & address of the bidder)* _____ indemnify BECIL/ Client from any compensation arising out of accidental loss of life or injury sustained by the hired manpower/ bidder's manpower while discharging their duty towards fulfillment of the contract.

(Authorized Signatory)
Signature:

Witnesses:
1.
2.

Name:
Designation:
Address:

Seal:
Date:

Format for Blacklisting Undertaking

[Undertaking on a non-judicial stamp paper of ₹ 100/- certified by Notary]

UNDERTAKING

<*Name of Bidder*> has/ have not been blacklisted by any of the Central Government or State Government or any organisation under Central/ State Government or any Statutory Authority, or any Public-Sector Undertaking.

<*Name of Bidder*> has/ have not been found guilty of any criminal offence by any court of law in India or abroad.

<*Name of Bidder*>, 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.

Financial Strength of the Bidder

S. No.	Financial Year	Net-worth Status (Positive/ Negative)	Whether Profitable (Yes/ No)	Annual Profit Before Tax (in INR)	Overall Annual Turnover (in INR)
1	FY 2023-24 FY 2024-25 FY 2025-26				
2					
3					

(Note: Statutory Auditors certificate should be submitted along with proposal)

(Authorised Signatory)
Signature:

Name:
Designation:
Address:

Seal:
Date:

Detail of Work Experience

S. No.	Client Name	Work Order Ref. No.	Date of WO	Date of Completion	Scope of Work	Amount of Work Order	Type of documentary proof Submitted

(Authorised Signatory)
Signature:

Name:
Designation:
Address:

Seal:
Date:

Annexures-IX

Integrity Pact – Pre-Contract Integrity Pact

[To be executed by the Bidder on the Stamp Paper of ₹ 100/-]

PRE-CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ___day of the month of ___2025, between, on one hand, BECIL acting through …….. (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s_____ represented by Shri _____ (herein after called the "BIDDER" which expression shall mean and include unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name _____) and the BIDDER is willing to offer/ has offered the (State what is being offered).

WHEREAS the BIDDER is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Mini Ratna, Central Public Sector Enterprise of Government of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/ equipment item at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by their officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

2. <u>COMMITMENTS OF THE BUYER</u>

2.1 The Buyer undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

2.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.

2.3 All the officials of the Buyer will report to Head or concerned official of BECIL or any other officer appointed by him/her for any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2.4 In case of any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is *prima facie* found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

2.5 The BUYER will exclude from the process all known prejudiced persons

2.6 If the BUYER obtains information on the conduct of any of its employees which is a criminal offense under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the BUYER will inform its Vigilance Office and in addition can initiate disciplinary actions.

3. COMMITMENTS OF BIDDERS

The BIDDER commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre- contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following: -

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the BUYER for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the BUYER.

3.3 BIDDERs shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.

3.4 BIDDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/ contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 The BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

3.13 The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. PREVIOUS TRANSGRESSION

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER exclusion from the tender process.

4.2 The BIDDER agrees that if it makes an incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such a reason.

5. EARNEST MONEY

5.1 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

6. SANCTIONS FOR VIOLATION

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or anyone of the following actions, wherever required:-

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
(iv) To recover all sums already paid by the BUYER and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the L1BOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due the BIDDER
(vii) To debar the BIDDER from participating in future bidding processes of the Government of India or the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.
(viii) To recover all sums paid in violation of this Pact by BIDDER (s) to any middleman or agent or broker with a view to securing the contract.
(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
(x) Forfeiture of Performance Bond in case a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Integrity Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent external monitor(s) appointed for the purposes of this Pact.

7. FALL CLAUSE

7.1 The Bidder undertakes that during the previous one year, the Bidder has not supplied/ is not supplying and/ or has not agreed to supply similar product systems or subsystems at a price lower than that offered in the present bid in respect of same location as mentioned in the present bid to any other Ministry/ Department of the Government of India or PSU.

7.2 Further the Bidder unconditionally agrees and confirms that in case it is found at any stage that during the financial year in which bid was submitted by the bidder, the bidder had supplied/ agreed to supply similar product systems or subsystems in respect of same location to any other Ministry/ Department of the Government of India or a PSU at a price lower than that mentioned in the present bid ("Lower Price"), then the Buyer by providing a written notice to the Bidder shall be at liberty to apply Lower Price to the contract and accordingly reduce the contract value. The Bidder further undertakes to refund to the Buyer the difference between payment received under the contract and the Lower Price ("Price Difference") within 15 days of receipt of the said written notice.

7.3 In case the Price Difference is not received by the Buyer from the Bidder within the period stipulated under clause 7.2, then the Buyer shall be free to recover the Price difference from any amount due and payable to the Bidder under any contract or transaction undertaken with the Buyer.

8. INDEPENDENT MONITORS

8.1 The BUYER may appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact, in consultation with the Central Vigilance Commission or any other appropriate Government Agency.

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project procurement, including minutes of meetings.

8.5 As soon as the Monitors notice, or have reason to believe, a violation of this Pact, he will so inform the HOD of the BUYER Corporation

8.6 The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER 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 shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with the confidentiality.

8.7 The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitors will submit a written report to the HOD of the BUYER in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its authorised agencies & other Govt. authorities shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in

accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. VALIDITY

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the Signing of the contract.

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

13. The Parties hereby sign this Integrity Pact at_____ on_____

Annexures-X

MANUFACTURER'S AUTHORISATION FORM(MAF) ON OEM LETTER HEAD AND BIDDER LETTER HEAD

To
General Manager,
Broadcast Engineering Consultants India Limited (BECIL)

Sub. : Issue of Manufacture's Authorization Form (MAF)

RFPP No.: dated:

Sir,

We, (Name and Address of the OEM)……, who are established and reputed original equipment manufacturers (OEM's) since having factories at (address(s) of manufacturing location) do hereby authorize (M/s……) who is our (Distributor/Channel Partner/Retailer/Others (please specify) to bid and conclude the contract with you against the aforementioned reference for the following hardware/software manufactured by us :- (OEM will mention the details of all the proposed product(s) with their make and model).

a) We undertake to provide OEM warranty for the offered hardware/Software as mentioned above during the warranty/maintenance period.

b) We hereby confirm that the offered hardware/software is not likely to be declared as END of Sale within next 3 years from the date of bid submission.

c) We hereby confirm that the offered hardware/software is not likely to be declared END of Service/Support within next 3 years from the date of bid submission.

d) We hereby declared that our net worth within preceding 3 years is positive (CA Certificate Attached).

e) We hereby declared that we are not black listed/debarred within preceding 3 years from any Central/States/UTs/Undertakings/Autonomous Body or any other such procuringentity.

Name
In the capacity of:
Signed
Tel: Fax: e-mail
Date
Authorized Signatory Signature of Bidder with Company Stamp

Annexures-XI

UNDERTAKING REGARDING PAYMENT OF GST/ FILING OF GST RETURN

Ref…….. Date ……

To,
Broadcast Engineering Consultants India Limited
14-B, I. P. Estate, Ring Road
New Delhi-110002

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 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 invoices and other details uploaded at GST Portal unless approved by BECIL in writing.

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.

Yours faithfully

For,

Signature of Authorized Signatory on behalf of Agency

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

Annexures-XII

LAND BORDER DECLARATION CERTIFICATE

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

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

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

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

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

Penalties for false or misleading declarations:

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

_____
(Signature with date)

_____
(Name and designation)

Duly authorized to sign Bid for and on behalf of

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

NON-DISCLOSURE AGREEMENT

For Tender Reference No.- …… dated ……
THIS AGREEMENT is made on this the ……. day of …… 2026 at ….., by and between:

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

AND

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

Whereas Broadcast Engineering Consultants India Limited is an ISO 9001:2015, 27001:2013, ISO/IEC 20000:2012 is a certified, Mini Ratna, Central Public Sector Enterprise (CPSE) falling under the purview of Ministry of Information and Broadcasting, Government of India, and was established on 24th March 1995. That M/s BECIL provides Project Consultancy services, turnkey solutions, System integration, Operation & Maintenance services for the entire gamut of radio and television broadcast engineering projects and has also gradually diversified into the domain of businesses pertaining to strategic national importance and has won major Projects/ Tenders in the field of security & surveillance, IT networking, Data center and Communication Intelligence

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

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

2. TERM

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

3. SCOPE OF THE AGREEMENT

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

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

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

4. OBLIGATIONS OF THE RECEIVING PARTY

4.1 **The Receiving Party shall –**

(i) use the Confidential Information only for the Business Purpose and shall hold the Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, taking into account the nature of the Confidential Information, and
(ii) grant access to Confidential Information only to its employees on a "need to know basis" and restrict such access as and when not necessary to carry out the Business Purpose.
(iii) cause its employees to comply with the provisions of this agreement;
(iv) reproduce Confidential Information only to the extent essential to fulfilling the Business Purpose, and
(v) disclose the Confidential Information to its consultants/ contractors/ any third parties on a "need to know basis"; provided that by doing so, the Receiving Party agrees to bind such consultants/ contractors to terms at least as restrictive as those stated herein.
(vi) The Receiving Party upon making a disclosure under this clause shall – a. 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 recognises and agrees that all of the disclosing Party's Confidential Information is owned solely by the Disclosing Party (or its licensors) and that the unauthorised disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain.

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

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

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

7. DISPUTE RESOLUTION

7.1 If a dispute arises in relation to the conduct of this Contract (Dispute), a both the parties shall try to amicably resolve the dispute before invoking the arbitration clause.
7.2 any dispute(s)/ controversy(s)/ issue(s) arising out of or in connection with the contract, including any question regarding its existence or validity shall be referred to and finally resolved by Arbitration administered by the Delhi International Arbitration Centre as per the Delhi International Arbitration Centre proceeding Rules 2023.
7.3 The Aggrieved party wishing to refer a dispute to Arbitration shall give a notice to the Defaulting Party specifying all the points of dispute(s) with details of corresponding the claim amount.
7.4 The Arbitration Proceeding shall commence within a span of **thirty days** from the date of receipt of Invocation Notice complete in all respects as mentioned above.
7.5 The dispute(s)/ difference(s)/controversy(s) shall be adjudicated by a single/sole Arbitrator empanelled with the Delhi International Arbitration Centre.
7.6 The seat of Arbitration shall be at New Delhi and the Arbitration proceeding shall be conducted in English.
7.7 The award of Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by both the parties.
7.8 The provision of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time shall apply to the Arbitration proceedings under this Contract.

8. INJUNCTION

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

9. VARIATION

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

10. WAIVER

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

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

11. EXCLUSION OF IMPLIED WARRANTIES

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

12. ENTIRE AGREEMENT

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

13. SEVERABILITY

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

14. NO PARTNERSHIP

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

15. THIRD PARTIES

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

16. SUCCESSORS AND ASSIGNS

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

17. NOTICES

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

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

Name of the authorised person-
Contact:
E-mail:

M/s----------
Name of the authorized person
Designation of the authorized person
Contact:
Email:

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

18. MITIGATION

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

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

SIGNED **SIGNED**

For and on behalf of BECIL **For and on behalf of the Receiving Party**

(Signature) **(Signature)**

In the presence of:

1. _____
2. _____

Annexure-XIV

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

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:

(Notarized)

Annexure-XV

Self-Declaration for the Code of Integrity

(To be Included in the RFP on bidder's letter head)

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

Place:

Date:
Address:
Mobile:
Email ID:

Signature of Authorized Signatory on behalf of Agency

Bid Security Declaration Form

(Applicable only for MSME):
<To be submitted in company's letterhead>

To,
Broadcast Engineering Consultants India Limited (BECIL)
BECIL BHAWAN, C56 A/17 Sector62 , Noida -201307 U.P.

Subject: Bid Security Declaration form for "Supply and Installation Support of Educational Items for PM SHRI Schools of Himachal Pradesh" vide Ref. No. …….. dated ……...

Dear Sir,

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the MSE OEM/System Integrator/Service provider registered with MSME/NSIC/KVIC or such Central procuring agencies/Ministries registered with DPIIT are exempted from submission of Earnest Money Deposit. Accordingly, we M/s ……..… eligible for exemption from EMD as per the Govt of India OM and Guidelines/Directives and relevant documents/certificates are attached. Accordingly, we hereby declare that :-

We unconditionally accept the conditions of this Bid Security Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in BECIL for 2 years from the date of opening of this Bid if we breach our obligation(s) under the tender conditions if we:

1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the Bid validity; or
2) being notified within the bid validity of the acceptance of our bid by the Procuring Entity: refused to or failed to produce the original documents for scrutiny or the required Performance Security within 15 days from the date of issue of supply order/contract.
3) Fail or refuse to sign/accept the contract.

We know that this bid-security Declaration shall expire if the contract is not awarded to us, upon:

1) receipt by us of your notification of cancellation of the entire tender process or rejection of all bids or of the name of the successful bidder or
2) forty-five days after the expiration of the bid validity or any extension to it.

Sincerely,

(Signature with date)
……..
(Name and designation)
Duly authorized to sign bid for and on behalf of…….
[name & address of Bidder and seal of company]
Dated on [insert date of signing]
Place [insert place of signing]

Annexure-XVII

PERFORMANCE BANK GUARANTEE FORMAT

(on Rs 100 Non Judicial Stamp Paper)

No……..…….. Dated:……..

To,

Broadcast Engineering Consultants India Limited,

14-B, I.P.Estate, Ring Road,

New Delhi

1. Against purchase order no. _____ dated _____ for _____ (hereinafter called the said contract) entered into between Broadcast Engineering Consultants India Ltd. (BECIL), 14-B, Ring Road, I.P. Estate, New Delhi (herewith called the Purchaser) and _____(hereinafter called the supplier), this is to certify that at the request of the supplier we _____ (hereinafter referred to as the Bank), do as primary obligor and not merely as surety, hereby irrevocably unconditionally and absolutely undertake against any loss or damage caused to or suffered or would be caused to or suffered by the Purchaser by reason of any failure of the supplier to perform or omission or negligence to perform any part of his/their obligation, viz. the performance of the contract till warranty period, to the satisfaction of the purchaser in term of the contract.

2. We _____ do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of any breach by the said supplier (s) or any of the terms and conditions contained in the said contract or by reason of the supplier(s) failure or omission or negligence to perform the said contract till warranty period or any part thereof. Any such damage made on the bank shall be conclusive as regards the amount due and payable by the bank upon this guarantee, which shall not be considered as satisfied by any intermediate payment or satisfaction of any part of or obligation hereunder. However, our liability under this guarantee shall be restricted to an amount not exceeding _____

3. We undertake to pay to the Purchaser any amount so demanded by the Purchaser, notwithstanding:

   a) Any dispute or difference between the Purchaser or the supplier or any other person or between the supplier or any person or any suit or proceeding pending before any court or tribunal or arbitrator relating thereto, or

   b) The invalidity, irregularity or unenforceability of the contract or

   c) Any other circumstances which might otherwise constitute discharge of this guarantee including any act or omission or commission on the part of the Purchaser to enforce the obligation by the Purchaser or any other person for any reason whatsoever.

4. We _____ further agree that the Guarantee herein contained shall be contained one and remain in full force and effect during the period that would be taken for the performance of the said agreement till warranty period and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said agreement till warranty period have been fully paid and its claims satisfied or discharged or till BECIL certifies that the terms and conditions of the said agreement till warranty period have been fully and properly carried out by the said supplier and accordingly discharge this guarantee.

5. We _____hereby agree and undertake that any claim which the bank may have against the supplier shall be subject and subordinate to the prior payment and performance in full of all the obligations of the bank hereunder and the Bank will not, without prior written consent of the Purchaser, exercise any legal rights or remedies of any kind in respect of any such

payment or performance so long as the obligations of the Bank hereunder remaining owing and outstanding regardless of the insolvency liquidation or bankruptcy of the supplier or otherwise howsoever. We will not counter claim or set off against its liabilities to the Purchaser with it.

6. We _____ further agree with Purchaser that the Purchaser shall have the fullest liberty without or consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said suppliers from time to time or to postpone from any time or from time to time and of powers exercisable by the Purchaser against the said suppliers and forbearor enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said suppliers or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said suppliers or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the supplier

8. We _____- lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.

9. Not withstanding anything contained herein above.

   i. Our liability under this guarantee shall not exceed _____)
   ii. This guarantee shall be valid up to and including _____; and
   iii. We are liable to pay the guaranteed amount or any part there of under this Bank Guarantee only and only if you have served upon us a written claim of demand on or before expiry of this guarantee.

Dated the…… ……..date of……..

Annexure-XVIII

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

(on Rs 100 Non Judicial Stamp Paper)

Bank Guarantee No. ----------

Ref. No. ……

To
Broadcast Engineering Consultants India Limited
14B IP Estate , Ring Road
New Delhi.

Dear Sir,

Whereas The Broadcast Engineering Consultants India Limited, New Delhi (hereinafter called the "tenderer/Purchaser') include all its successors, administrators, executors and assignees has invited bids dated …… for _____ vide Tender reference No. ……
KNOW ALL MEN by these presents that We M/s _____(hereinafter called the "Bidder") and include alt its successors, administrators executors and assignees having Head Office/ Registered office at _____ have submitted a quotation Reference No. _____ and Bidder having agree to furnish as a conditions precedent for participation in tender as unconditional and irrevocable bank guarantee of Rs _____ (Rupees _____only) for the due performance of Bidder's obligations as contained in the terms of the Notice inviting tender and other terms and conditions contained in the tender Documents supplied by the BECIL specially :

The Conditions of obligations are-

a) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.

b) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.

c) If the Bidder fails to furnish the Performance Security for the due performance of the contract.

d) Fails or refuses to accept/execute the contract.

2) Therefore, we _____ (indicate the name of Bank) under the laws of _____ having head/registered office at (hereinafter referred to as the "Bank") which expression shall, unless repugnant to the context or BECIL thereof, include all its successors, administrators and executors hereby issue irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing Rupees all money to the extent of Rs _____ (Rupees _____ only) at any time immediately on such demand without any demur, reservations, recourse, contest or protest and/ or without any reference to the Bidder and any such demand made by the BECIL on the bank shall be conclusive and binding notwithstanding any difference between the BECIL and the Bidder or any dispute pending before any court/arbitrator or any other matter whatsoever. We also agree to give that Guarantee herein the BECIL in writing. This guarantee shall not be determined/discharged/affected by the liquidation, winding up, dissolution or insolvency of the Bidder and will remain valid, binding and operative against the bank.

3) We _____ (Bank name) further agree that this guarantee shall not be affected by any change in our constitution, in the constitution of the BECIL or that of the Bidder. We _____Bank name) also undertake not to revoke, in any case, this Guarantee during its currency.

4) The bank agree with the BECIL that the BECIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms of the tender or get extension of the validity period from time to time. We shall not be relieved from our liability by reason of any such variation or extension of the validity period or for any forbearance, act of omission and commission on the part of the BECIL or any indulgence shown by the BECIL to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties, would, but for this provision, have the effect of so relieving us.

5) This guarantee will remain in force upto _____ and any demand in respect thereof should reach the Bank not later than _____.

6) Not withstanding anything contained herein above.

(i) Our liability under this guarantee shall not exceed Rs. _____/- (Rupees _____ Only)

(ii) This Guarantee shall be valid up to and including _____ and

(iii) We are liable to pay the guaranteed amount or any part there of under this Bank Guarantee only and only if you have served upon us a written claim of demand on or before expiry of this guarantee i.e. _____, .

Dated the day _____(year)

Annexure-XIX

UNDERTAKING OF "NO CONFLICT OF INTEREST"

(On Bidder's letterhead to be signed by authorized signatory)

Ref. No. …….. **Date: ……..**

To,
Broadcast Engineering Consultants India Ltd.,
BECIL Bhawan, Noida. UP

Subject: Undertaking of "No Conflict of Interest" for <Tender Name> for Tender/RFP Ref No. : …… dated: ……...

Dear Sir,

We hereby offer to <Name of the work> at Samagra Shiksha, Himachal Pradesh as specified in this RFP at the prices specified in the commercial bid.

We, the undersigned, do hereby confirmation that we are not involved in any conflict-of-interest situation with one or more parties in this bidding process, including but not limited to:

(a) receive or have received any direct or indirect subsidy from any of them; or

(b) have common controlling shareholders; or

(c) have the same legal representative for purposes of this Bid; or

(d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or

(e) influence the decisions of BECIL regarding this bidding process.

We, the undersigned, do hereby confirmation that we have not participated in more than one bid in this bidding process and if we participate in more than one bid, then it shall result in the disqualification of all bids in which we are involved,

For M/s (Name of the Bidder)

Signature & company seal
Name
Designation
Email
Mobile No.

Technical Compliance Certificate

Ser No	Specifications	Page Number of Specifications in RFP	Compliance (Yes/ No)	Deviations if any to the specifications

Price Bid Format

Ser	Items	Detailed Specifications	Qty per School	Total Qty (22 Schools)	GST	Price inclusive of all Taxes
1	Bass Drum	Base drum 24 inch, screw rod 8 nos, diameter 24 inch, width 9 inch, material: steel	1	22		
2	Bass Drum Beater & Spare	Heavy-duty compatible beater set for bass drum, durable grip, 2 set balanced for school marching use.	2 set	44 sets		
3	Bass Drum Sling/Belt	Adjustable nylon/PU drum belt, suitable for marching bass drum.	2	44		
4	Side Drum	Marching side drum, silver finish, stainless steel body, 8-rod PVC skin, 14 inch diameter and 5 inch width	4	88		
5	Side Drum Sticks (pair)	Hardwood drum sticks suitable for school marching snare drums, 20 pairs	1 lot	22 lots		
6	PT Drum/ Tenor Drum	School marching PT drum, silver finish, metal body with PVC skin, approx. 14 inch diameter and 12 inch width.	1	22		
7	PT Drum Stand	Adjustable metal drum stand for school practice and display use, stable base, anti-slip support.	1	22		
8	Marching Cymbal Pair	Pair of brass/metal cymbals for marching use, approx. 8-10 inch size.	3 Pairs	66 pairs		
9	Manjeera Set	Hand-held metal manjeera set for rhythm practice, durable finish, school grade.	2 pairs	44 pairs		
10	Bugle/Bigul	Brass-copper bugle, beginner grade, polished finish, includes Mouthpiece. Corrosion resistant, approx. 11 inch length	2	44		
11	Brass Trumpet	Student-grade brass wind instrument with case, nickel polished body, durable valves, suitable for school band practice.	3	66		
12	Clarinet	Bb clarinet, black finish, wind instrument, approx. 22 inch length, school-use grade.	2	44		
13	Flute Bansuri	Bamboo or student marching flute, /B-scale, cylindrical body, 8 holes, approx. 13-14 inch length, lightweight.	10	220		
14	Bagpipe	School-use bagpipe set, black finish, wood/metal construction, complete playable set for marching performance.	1	22		
15	Practice Chanter	Bagpipe practice chanter for training beginners, durable practice model, compatible with school bagpipe set.	1	22		
16	Conductor's Baton/Stick	Lightweight conductor baton/stick, wooden body, black finish,	1	22		

		approx. 15 inch length, easy grip.				
17	Bandmaster /Arrow Stick	Ceremonial bandmaster arrow stick, wooden body, decorative top, approx. 4.5-5 feet long.	1	22		
18	Leader's Ceremonial Stick	Decorative leadership stick for parade command and ceremonial use, sturdy wooden construction.	1	22		
19	Marching Harness Drum Belts	Strong adjustable /harnesses/belts for marching percussion instruments, durable stitching.	4	88		
20	Drum Carriers /Shoulder Straps	Extra adjustable shoulder straps for side drums and percussion items, school-use quality.	4	88		
21	Band Uniform Sets	Cotton-polyester uniform set suitable for male/female students, includes shirt, trouser/skirt, cap, and belt, multiple sizes.	33 sets	726 sets		
22	Leader's Hat	Ceremonial band leader hat, structured cap, matching band dress, durable decorative finish.	2	44		
23	Marching Shoes & Gloves	Standard marching shoes or gloves for school band members, uniform appearance, durable use.	33 pairs	726 pairs		
24	Instrument Soft Cases Carry Bags	Padded protective carry bags for instruments, zip closure, shoulder strap, school transport use.	5	110		
25	Instrument Hard Cases	Hard protective cases for brass/wind instruments, molded body, shock-resistant design.	5	110		
26	Tuning Accessories	Basic tuning kit, cleaning cloth, reeds/mouthpiece support items, and small maintenance tools.	1 lot	22 lots		
27	Spare Mouthpieces	Spare mouthpieces for brass and wind instruments, standard school-compatible fit for Bigul and trumpet.	10	220		
28	Spare Reeds	Spare reeds for clarinet and related wind instruments (10 clarinet reeds, 10 bagpipe reeds, 10 practice chanter reeds per school).	1 lot	22 lots		
29	Spares Drum Heads/Percussion Spares	Replacement drum heads and /tension accessories (4 bass drum heads, 20 side drum heads per school).	1 lot	22 lots		
30	Bass Drum Stick	Extra sticks and mallets for snare and percussion practice, durable wood finish (10 pairs per school).	1 lot	22 lots		
31	Cleaning & Maintenance Kit	Cloth, brush, polish, oil, and maintenance consumables for brass, wind, and percussion instruments (10 sets per school).	1 lot	22 lots		
32	Music Book Stands	Folding stand for holding book, for standing players to play for parade/practice use, adjustable height, lightweight metal frame.	10	220		
33	Jhunjhuna	Stainless steel, wooden handle, having metal bells inside, school band grade level (10 nos per school).	1 lot	22 lots		
34	Triangle (heavy)	Iron body with small stick, very good sound, school band grade	1 lot	22 lots		

		level (10 nos per school).				
35	Khanjari	Colourful round frame with plastic head, 10 inch, with jingles (10 nos per school).	1 lot	22 lots		

Note

a. That the date of receipt of payment from the Client shall be construed as the date of acceptance and the date of deemed acceptance in terms of the Micro Small and Medium Enterprises Act 2006.

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

MANDATE FORM

HDFC BANK
We understand your world

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

Date: 27/12/2022

Mandate Form

The detail 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- 4177861
iv	(b) Fax Number	0120- 4177879
v	(c) Contact Person	Sh. Awadhesh Pandit General Manager – (Finance and Accounts)
vi	(d) E-Mail Address	panditmd@becil.com
vii	(e) Mobile No.	+91- 8130918866
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	BSR Code	0510089
v	MICR	110240014
vi	SWIFT Code	HDFCINBB
vii	11 Character IFSC Code of the Bank (Either enclosed a Cancelled Cheque or obtain Bank Certificate as appended)	HDFC0000088
viii	Bank Account Number as appearing on the Cheque Book	50200076192513
ix	Bank Account Type	DOD Account
x	If Other, Specify	

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

Bank Stamp with Authorized Signatory

HDFC BANK LTD. Sector-18, Noida

CHECKLIST

Please ensure that following documents have been enclosed along with the bid proposal.

1. EMD amount of INR 2,22,510/- (Rupees Two Lakhs Twenty Two Thousand Five Hundred and TenOnly) should be paid online or in the form of Bank Guarantee (BG) in favour of Broadcast Engineering Consultants India Limited, New Delhi. Documentary proof along with the completion certificate of the project executed successfully related to scope of work (as mentioned in this RFP).

2. Original ink signed copy of Power of Attorney (PoA) in favour of person authorized to sign the bid document on behalf of biding firm.

3. Copy of Company registration certificate (Registered Company / Limited Liability Partnership / Partnership Firm) under applicable law.

4. Original ink signed copy of all applicable Annexures duly signed and stamped by the Authorized Signatory with its name & designation.

5. Copy of work orders and its completion certificate as per the tender document.

6. Copy of PAN Card, GST Registration, Audited Balance Sheet of last 3 Financial Years.

7. A point by point compliance statement duly signed by bidder in Bidder Letter Head andby OEM in the OEM Letter Head in respect to all points laid down in the specifications for all the equipment/item(s) must be submitted.

8. No cost details are to be included in the technical bid under any circumstances. The signed and stamped copies of the technical bid containing requisite documents are to be uploaded online appropriately,

9. The financial bid should be uploaded as per the format given in tender document/ online tendering portal.

10. Any other document as per tender document.

11. The tender has to be addressed to

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

    NOTE: All documents must be duly signed & stamped by Authorized Signatory. No page of bid documents shall be left unsigned.