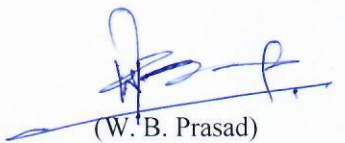


**Expression of Interest (with commercial offer)**

For

**Empanelment of agencies for conducting online examinations with computer based evaluation plus training in IT education**

1. Sealed Expression of Interest (EOI) is invited for and on behalf of the Broadcast Engineering Consultants India Limited from the reputed and experienced Service provider/Company for "conducting online examinations with computer based evaluation plus training in IT education" for a minimum period of two years for BECIL. Detailed EOI document can be obtained from the O/o General Manager, BECIL on any working day between 1000 hrs to 1700 hrs on payment of Rs. 5,000/- (Rs Five Thousand Only) (non refundable) in the form of demand draft till 01/12/2017. Complete EOI document can also be downloaded from our website www.becil.com and eprocure.gov.in (Central Public Procurement Portal). The down loaded EOI document can be submitted by paying Rs. 5,000/- (Rs Five Thousand Only) in the form of demand draft in favour of Broadcast Engineering Consultants India Limited, payable at New Delhi and to be enclosed with the filled-in EOI documents.
2. Expression of Interests (EOI) complete in all respect in sealed envelope (envelope indicating technical documents towards eligibility criteria and the fee towards EOI document) super scribed as "Expression of Interest (EOI) for conducting online examinations with computer based evaluation plus training in IT education" addressed to "The Chairman and Managing Director" must be submitted latest by 01/12/2017 up to 1500 hrs or may be sent to address mentioned in the EOI document.
  - a) The selected / empanelled agency shall have to submit an *non-refundable registration fee* of Rs. 1,00,000/- (Rs. One Lakh Only) as prescribed in EOI document. The contract/empanelment would be for two year from the effective date of signing of contract.
  - b) The commercial offer of only those agencies will be opened whose documents towards eligibility criteria are found compliant/suitable after technical evaluation is done by the committee.
3. The EOI documents will be opened on 01/12/2017 at 1530 hrs. Chairman and Managing Director (CMD) reserve the right to accept or reject any or all EOI in parts or full without any reason. The authorized representatives may attend opening of EOI on 01/12/2017.

  
(W. B. Prasad)  
General Manager, BECIL  
Tel. No. 011-4177870

**Expression of Interest (with commercial offer)**  
For  
**Empanelment of agencies for conducting online examinations with computer based evaluation plus training in IT education**

Expression of Interests (EOI) No: BECIL/EOI/ONLINE EXAM AGENCY/02/2017 dated 22/11/2017

1. Expression of Interests (EOI) complete in all respect in sealed envelope (envelope indicating technical documents towards eligibility criteria and the fee towards EOI document) super scribed as **“Expression of Interest (EOI) for conducting online examinations with computer based evaluation plus training in IT education”**.

Please super scribe the above mentioned Title, EOI number and date of opening of the EOI on the sealed cover to avoid the EOI being declared invalid.

2. The address and contact numbers for sending EOI or seeking clarifications regarding this RFP are given below:

a.	Bids/queries to be addressed to	Ms. Avantika Malhotra, Assistant Manager (HR)
b.	Postal address for sending the Bids	The Chairman and Managing Director, Broadcast Engineering Consultants India Limited 56 A/17, Block 'C', Noida-201307 (UP)
c.	Name/designation of the contact personnel	Ms. Avantika Malhotra, Assistant Manager (HR)
d.	Telephone number of the contact personnel	0120- 4177870
e.	e-mail ids of contact personnel	avantika@becil.com
f.	Fax number	0120-4177879

3. This EOI is divided into five parts as follows:
  - a) **Part I:** Contains General Information and instructions for the bidders about the EOI such as the time, cost of EOI document, registration fee, place of submission and opening of EOI, validity period of EOI etc.
  - b) **Part II:** Containing essential details of the services required, such as the prerequisite of the agency, technical details and eligibility criteria etc.
  - c) **Part III:** Contains Standard Conditions of EOI, which will form part of the Contract with the successful Bidder.
  - d) **Part IV:** Contains Special Conditions applicable to this EOI and which will also form part of the contract with the successful Bidder.
  - e) **Part V:** Contains Evaluation Criteria.
4. This RFP is being issued with no financial commitment and BECIL reserves the right to change or vary any part thereof at any stage. BECIL also reserves the right to withdraw the EOI should it become necessary at any stage.

## Part I – General Information

**1. Last date and time for depositing the EOI:**

01/12/2017 - up to 1500 hrs

The sealed EOI should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

**2. Manner of depositing the Bids:** Sealed EOI should be either dropped in the Tender Box or sent by registered post at the address given in para (2) at first page so as to reach by the due date and time. Late EOI will not be considered. **No responsibility will be taken for postal delay or non-delivery/non-receipt of EOI documents. EOI sent by FAX or e-mail will not be considered.**

**3. Time and date for opening of EOI:**

01/12/2017 - 1530 hrs

(If due to any exigency, the due date for opening of the EOI is declared a closed holiday, the EOI will be opened on the next working day at the same time or on any other day/time, as intimated by BECIL).

**4. Location of the Tender Box:**

Reception,  
Broadcast Engineering Consultants India Limited  
56 A/17, Block 'C', Noida-201307 (UP)

Only those EOI that are found in the tender box or received by post before the due date of submission would be considered for opening.

**5. Place of opening of the EOI:**

Reception,  
Broadcast Engineering Consultants India Limited  
56 A/17, Block 'C', Noida-201307 (UP)

Agencies may depute their representatives, duly authorized in writing, to attend the opening of EOI on the due date and time. Details of EOI fee and technical clauses quoted by all agencies would be read out in the presence of the representatives of all the agencies, if required. **This event will not be postponed due to non-presence of your representative.**

**6. Forwarding of EOI:**

EOI should be forwarded by agencies under their original letter pad inter alia furnishing details like TIN number (if any), ESI, EPF number, PAN Number, GST Number, Bank branch address with e-payment account etc. with complete postal & e-mail address of their office.

- (a) Sealed envelope-1 super scribed "Fee for EOI document"
- (b) Sealed envelope-2 super scribed "Technical document towards eligibility criteria"
- (c) Sealed envelope-3 super scribed "Commercial Offer"
- (d) Sealed envelope-4 (containing sealed envelopes 1, 2 and 3) super scribed "**Expression of Interest (EOI) for conducting online examinations with computer based evaluation plus training in IT education**"

**7. Clarification regarding contents of the EOI:**

A prospective bidder who requires clarification regarding the contents of the EOI document shall notify to BECIL in writing about the clarifications sought not later than 5 (Five) days prior to the date of opening of the EOI. Copies of the query and clarification issued by BECIL will be sent to all prospective bidders who have received the EOI document and will also be posted on website.

**8. Modification and withdrawal of EOI:**

An agency may modify or withdraw his EOI after submission provided that the written notice of modification or withdrawal is received by BECIL prior to deadline prescribed for submission of EOI. A withdrawal notice may be sent by fax 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 EOI. **No EOI shall be modified after the deadline for submission. No EOI may be withdrawn in the interval between the deadline for submission of EOI and expiration of the period of EOI validity specified. Withdrawal of EOI during this period will result in agency's forfeiture of bid security.**

**9. Clarification regarding contents of the EOI:**

During evaluation and comparison of EOI, BECIL may, at its discretion, ask the agency for clarification of his EOI. The request for clarification will be given in writing and no change in prices or substance of the EOI will be sought, offered or permitted. **No post-EOI clarification on the initiative of the agency will be entertained.**

**10. Rejection of EOI:**

Canvassing by the agency in any form, unsolicited letter and post-EOI correction may invoke summary rejection with forfeiture of Registration fee / Bank Guarantee. Conditional EOI will be rejected.

**11. Unwillingness to quote:**

Agencies unwilling to offer should ensure that intimation to this effect reaches before the due date and time of opening of the EOI, failing which the defaulting bidder may be delisted for the given range of items as mentioned in this EOI.

**12. Validity of EOI:**

The EOI should remain valid for twenty four months from the last date of submission of the EOI.

**13. Cost of EOI:**

Detailed EOI document can be obtained from the O/o General Manager, BECIL on any working day between 1000 hrs to 1700 hrs on payment of Rs. 5,000/- (Rs Five Thousand Only) (non refundable) in the form of demand draft till 01/12/2017. Complete EOI document can also be downloaded from our website [www.becil.com](http://www.becil.com) and [eprocure.gov.in](http://eprocure.gov.in) (Central Public Procurement Portal). The down loaded EOI document can be submitted by paying Rs. 5,000/- (Rs Five Thousand Only) in the form of demand draft in favor of Broadcast Engineering Consultants India Limited, payable at New Delhi and to be enclosed with the filled-in EOI documents.

**14. Registration Fee:**

The selected / empanelled agency shall have to submit *non-refundable registration fee* for an amount of Rs. 1,00,000/- (Rs. One Lakh Only). The registration fee may be submitted in the form of Demand Draft, Banker's Cheque in favor of **Broadcast Engineering Consultants India Limited** from any of the Public Sector Banks or a private Sector Bank authorized to conduct government business.

**15. Opening of EOI:**

The envelope-1 containing "Fee for EOI document" would be opened first and if the fee is found as per EOI notice then the "technical documents towards eligibility criteria" would be opened on the time and date mentioned above.

The commercial offer of only those agencies will be opened whose documents towards eligibility criteria are found compliant/suitable after technical evaluation is done by the committee.

## **Part II - Scope of work**

The agency should be capable of conducting online examination for the Government as well as private organizations. It is also requisite that the agency should be capable for computer based evaluation and providing training in the field of IT education

### **1. Technical Details & Eligibility Criteria (Terms & Conditions):**

- (i) The agency must have office in New Delhi/NCR. It's preferred that the agency has the presence in all the major cities of India.
- (ii) The agency shall not sub-contract or transfer the contract to any other firm or another supplier/contractor.
- (iii) The agency should have valid registration with all statutory authorities such as central/state labor dept, ESI, PF and GST authorities etc.
- (iv) The agency must submit documentary evidence in support of fulfilling eligibility criteria mentioned above.
- (v) The agency must furnish a copy of audited balance sheet along with annual income tax return for last three years i.e. for FY 2014-15, 2015-16, 2016-17.

## **Eligibility Criteria**

<b>S. No</b>	<b>Eligibility Criteria</b>	<b>Remarks/Supporting Documents</b>
1.	The agency should be a company registered under the Indian Companies Act, 1956 and have their registered offices in India	Copy of certificate of Incorporation
2.	ISO certified companies will have preference i.e. agency having ISO 9000 / 27001 / 20000	Copy of certificates
3.	The agency/company must be in the business for a minimum period of three (3) years and must be able to provide the services as mentioned in the scope of work.	Copies of work orders / agreements
4.	The agency to provide the list of clients who use its services.	List with name of client, authorized representative and contact details
6.	The agency should be capable of providing end to end solution	Brief detail of solution offered under this EOI
7.	The agency is required to submit following documents towards registration with statutory authorities such as central/state labor dept, ESI, PF and GST etc a) PAN card b) GSTN registration c) PF / ESI registration	Copies of all mentioned certificate to be enclosed
8.	The agency must have their branch/regional office in Delhi/NCR	Self-certified address of the Delhi/NCR office (shall be verified by BECIL)
9.	The agency should have average turnover of Rs. 10 Crores in last three financial years (i.e. FY 2014-15, 2015-16, 2016-17) in India.	Audited balance sheet should be enclosed along with the CA certificate
10.	The agency should not be blacklisted by any Central Government/State Government/PSU/Government Bodies/Autonomous Bodies/Private Sector.	Undertaking on Company Letterhead with Company Seal and signature of authorized person
11.	The agency should own the source code of the solution proposed for online examination and must be submitted to BECIL after the contract period.	Self-declaration on company letterhead with company seal and signed by the Authorized person

2. **Period of Contract:** The contract would be for two year from the effective date of signing of contract. Please note that contract can be cancelled unilaterally by BECIL being customer in case services are not received as per quality and standard specified in the EOI and contract within the contracted period. BECIL reserves the right to exercise the option clause and repeat order clause as per text given in Chapter IV of this EOI.

### **Part III – Standard Conditions of EOI**

The agency is required to give confirmation of their acceptance of the Standard Conditions of the EOI mentioned below which will automatically be considered as part of the contract concluded with the successful bidder (i.e. agency/contractor in the contract) as selected by BECIL. Failure to do so may result in rejection of the expression submitted by the bidder.

1. **Law:** The contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration:** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the contract or relating to services or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is given in Annexure-II.
4. **Penalty for use of Undue influence:** The contractor/supplier undertakes that he 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 customer or other wise 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 favour or disfavor to any person in relation to the present contract or any other contract with the Government of India. Any breach of the aforesaid undertaking by the Contractor/Supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the contractor) or the commission of any offers by the contractor or anyone employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the customer to cancel the contract and all or any other contracts with the contractor and recover from the contractor the amount of any loss arising from such cancellation. A decision of the customer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the contractor towards any officer/employee of the customer or to any other person in a position to influence any officer/employee of the customer for showing any favour in relation to this or any other contract shall render the contractor to such liability/penalty as the customer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund the amounts paid by the customer.
5. **Agents/Agency Commission:** The contractor/supplier confirms and declares to BECIL that the contractor is the original provider of the services referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries whether officially or unofficially, to the award of the contract to the contractor, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The contractor agrees that if it is established at any time to the satisfaction of BECIL that the present declaration is in any way incorrect or if at a later stage it is discovered by BECIL that the contractor has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract the contractor will be liable to refund that amount to BECIL. The contractor will also be debarred from entering into any supply contract with the Government of India for a



minimum period of five years. BECIL will also have a right to consider cancellation of the contract either wholly or in part, without any entitlement or compensation to the Contractor who shall in such an event is liable to refund all payments made by the customer in terms of the contract along with interest at the rate of 2% per annum above 18% penal rate. BECIL will also have the right to recover any such amount from any contracts concluded earlier by contractor/supplier with the Government of India or with BECIL.

6. **Access to Books of Accounts:** In case it is found to the satisfaction of BECIL that the contractor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the contractor, on a specific request of BECIL shall provide necessary information/inspection of the relevant financial documents/information.
7. **Non-disclosure of contract documents:** Except with the written consent of the customer, contractor shall not disclose the contract or any provision of the contract or information related to services thereof to any third party.
8. **Penalty and Liquidated Damages:** In the event of the contractor failure to submit the Bonds, Guarantees and Documents, services as specified in this contract, BECIL may, at his discretion, withhold any payment until the completion of the contract. BECIL may also deduct from the contractor as agreed, liquidated damages to the sum of 1% of the contract price of the delayed services mentioned above for each day subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed services.
9. **Termination of Contract:** BECIL shall have the right to terminate this contract in part or in full in any of the following cases:-
  - (a) The delivery of the services is delayed for causes not attributed to Force Majeure for more than 15 days after the scheduled date of signing of contract.
  - (b) The contractor is declared bankrupt or becomes insolvent.
  - (c) The delivery of services is delayed due to causes of Force Majeure by more than 01 months provided Force Majeure clauses are included in contract.
  - (d) The customer has noticed that contractor has utilized the services of any agent in getting this contract and paid any commission to such individual/company etc.
  - (e) As per decision of the Arbitration Tribunal.
  - (f) As per Para (8) of Part IV of EOI document.
10. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.
11. **Transfer and Sub-letting:** The contractor has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advance of the present contract or any part thereof.
12. **Patents and other Industrial Property Rights:** The prices stated in the present contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The contractor shall indemnify the customer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs whether such claims arise in respect of manufacture or use. The contractor shall be responsible for the completion of the services in satisfactory manner during the currency of the contract.

13. **Amendments:** No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
14. **Statutory Duties & Taxes:**
- (a) Any change in any duty/tax upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the contractor. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to BECIL by the contractor. All such adjustments shall include all reliefs, exemptions, Rebates, concession etc. if any obtained by the contractor.
  - (b) If it is desired by the agency to ask for the GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the agency are inclusive of GST and no liability will be developed upon the BECIL.
  - (c) On the offers quoting GST, the rate and the nature of GST applicable at the time of supply/services should be shown separately. GST will be paid to the contractor at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable to GST and the same is payable as per the terms of the contract.
15. **Pre-Integrity Pact Clause:** An “Integrity Pact” would be signed between BECIL & successful contractor. This is a binding agreement between BECIL and contractor for specific contracts in which BECIL promises that it will not accept bribes during the procurement and services process and bidder promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with the BECIL to carry out the procurement and services in a specified manner. Elements of the Pact are as follows:
- a) A pact (contract) between the BECIL (Principal) and successful contractor for this specific activity (the successful Bidder);
  - b) An undertaking by the Principal (i.e. BECIL) that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation;
  - c) A statement by successful Bidder that it has not paid, and will not pay, any bribes;
  - d) An undertaking by successful Bidder to disclose all payments made in connection with the contract in question to anybody (including agents and other middlemen as well as family members, etc. of officials); the disclosure would be made either at the time of signing of contract or upon demand of the Principal, especially when a suspicion of a violation by that successful bidder/contractor emerges;
  - e) The explicit acceptance by successful Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.
  - f) Undertaking on behalf of a successful Bidding company/contractor will be made “in the name for and on behalf of the company’s Chief Executive Officer”.
  - g) The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertaking:
    - (i) Denial or loss of contracts;
    - (ii) Forfeiture of the bid security and performance bond;
    - (iii) Liability for damages to the principal and the competing bidders; and
    - (iv) Debarment of the violator by the principal for an appropriate period of time.
  - h) Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviors and compliance program for the implementation of the code of conduct throughout the company.

#### **Part IV – Special Conditions of EOI**

The agency is required to give confirmation of their acceptance of special conditions of the EOI mentioned below which will automatically be considered as part of the contract concluded with the successful bidder (i.e. agency/contractor in the contract) as selected by BECIL. Failure to do may result in rejection of EOI submitted by the Bidder.

- (i) **Performance Guarantee:** The agency will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private section bank authorized to conduct government business (i.e. ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of completion of Contract period. The specimen of PBG is given in Annexure III.
- (ii) **Option clause:** The contract will have an Option Clause, wherein BECIL can exercise an option to go for an additional 50% of the original services in accordance with the same rate, terms & conditions of the present contract. This will be applicable within the currency of contract. The agency is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the BECIL to exercise this option or not.
- (iii) **Repeat Order Clause:** The contract will have a Repeat Order Clause, wherein BECIL can order similar services under the present contract within currency of the contract at the same rate, terms & conditions of the contract. The agency is to confirm acceptance of this clause. It will be entirely the discretion of BECIL to place the Repeat Order or not.
- (iv) **Payment Terms:** It will be mandatory for the agency to indicate their bank account numbers and other relevant e-payment details so that e-payments could be made through instead of payment through cheque. The payment will be made as per the following terms, on production of the requisite documents:
  - a) Payment would be made to the firm on the basis of events / services provided the agency depending upon their satisfactory performance of work.
  - b) No advance payment would be made at any cost.
- (v) **Paying Authority:** The payment would be made by BECIL on submission of following documents:-
  - a) Ink signed copy of the bills against services provided
  - b) Performance report submitted by supervising officer of BECIL.
  - c) Claim for statutory and other levies to be supported with requisite documents/proof of payment such as GST, proof of payment for EPF/ESIC contribution with name of beneficiaries, etc. as applicable.
  - d) Details for electronic payment viz account holder's name, bank name, branch name and address, account type, account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
  - e) Any other document/certificate that may be provided for in the Job Order/Contract.
  - f) User Acceptance & Satisfactory Services Report.
  - g) Xerox copy of PBG.

- (vi) **Fall Clause:** The following fall clause will form part of the contract placed on successful agency:
- a) The price charged for the services performed under the contract by the contractor shall in no even exceed the lowest price at which the contractor provides the services of identical description to any persons/organization including the customer or any department of the Central Government or any department of state government or any statutory undertaking of the central or state government as the case may be during the period till performance of all services placed during the currency of the contract is completed.
  - b) If at any time, during the said period the contractor reduces the service price or offer to provide services to any person/organization including the customer or any department of central Government or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract. Such reduction of services offer of the price shall stand correspondingly reduced.
  - c) The contractor shall furnish the following certificate to BECIL along with each bill for payment for services made against the contract—“We certify that there has been no reduction in service price of the similar services to the Government under the contract herein and such services have not been offered/sold by me/us to any person/organization including BECIL or any department of Central Government or any department of a state Government or and Statutory Undertaking of the Central or state Government as the case may be up to the date of bill/the date of completion of services against all job orders/contract placed during the currency of the Contract at price lower than the price charged to the government under the contract.
- (vii) **Risk & Expense clause:**
- a) Should the services thereof not be delivered within the time or times specified in the contract documents, or if defective services is made in respect of the services thereof, BECIL shall after granting the contractor seven days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
  - b) Should the services thereof not perform in accordance with the specifications/parameters provided by the customer during the check proof tests to be done by the customer, the customer shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
  - c) In case of a contractual breach that was not remedied within 07 days, BECIL shall, having given the right of first refusal to the contractor be at liberty to provide services from any other source as he thinks fit, of the same or similar description to services
  - d) Any excess of the services price cost of services or value of any services procured from any other contract as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the Contractor by Customer.
- (viii) **Force Majeure Clause:**
- a) Neither party shall bear responsibility for the complete or partial non performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

- b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

If the impossibility of complete or partial performance of an obligation lasts for more than one month's either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 15 days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

(ix) **Misc. terms & conditions of the contract:**

The contractor shall provide the services as and when required and demanded by BECIL. The personnel engaged for the services shall be the employees of the contractor and will take their remuneration/wages from the contractor. They will have no claim of whatsoever nature including monetary claim or any other claim or benefits from the BECIL. The contractor shall make its own arrangement for commuting the personnel requisitioned, to the BECIL offices wherever located in the areas of New Delhi/Delhi and back. The contractor will furnish to the BECIL the full particulars of the personnel sponsored, including details like Name, Father's Name, Age, Photograph, Permanent Address etc. and they will also ensure the verification of the antecedents of such personnel from their Ex-employer/Police, and also ensure that they possess the requisite technical qualifications and experience for rendering the requisite services to the BECIL. The contractor will be responsible for compliance of all the applicable laws and obligations arising out from the action of providing services as stated in this EOI. Any liability arising under Municipal, State or Central Govt. laws and regulations will be the sole responsibility of the contractor and the BECIL shall not be responsible for any such liability. The contractor shall undertake to indemnify the BECIL for any liability under any law arising out of the engagement of the said professionals. The contractor shall comply with all rules and regulations regarding safety and security of its employees and the BECIL will in no way be responsible in any manner in case of any mishap to its personnel. The personnel provided shall be under the direct control and supervision of the contractor. However, they shall comply with the oral and written instructions being given on day to day basis, by the officer(s) authorized by the BECIL from time to time. They will be bound by office timings, duty, placement, locations, etc., as decided by the BECIL. The contractor shall be responsible for the discipline and conduct of the personnel sponsored by them and in case the personnel lack in discipline and their quality of work deteriorates during the course of their service, the contractor shall provide replacement services of suitable personnel. During the subsistence of the contract, BECIL shall not undertake any monetary liability other than the amount payable to the contractor for the services of personnel provided by them. Other liabilities, if any, shall be solely rest on the contractor. Even if the BECIL has to bear such liabilities on unforeseen circumstances/occasions, BECIL will recover such amount from the contractor by adjusting the amount payable to them. In case the employees of the contractor do not attend the work at any time for whatever reason, the contractor shall make alternate arrangements at no extra cost to the BECIL, so that the assigned work of the BECIL does not suffer. BECIL shall also be free to make alternate arrangements and the cost of which shall be recovered from the contractor. Any loss, theft or damage to the life and/or property of the employees of BECIL and/or property of the BECIL shall be compensated by the contractor, if the cause of such loss, theft or damage is on account of default, negligence and/or lapse of the employees of the contractor. The contractor shall be responsible for providing amenities as required to be provided under the provisions of Contract Labour (Regulation and Abolition) Act, 1970. In case of failure of contractor provide such amenities, BECIL shall be free to provide the same and BECIL shall have right to recover all expenses incurred in providing such amenities from

the contractor by deduction from any amount payable to the contractor. The contractor shall comply with all acts, laws and other statutory rules, regulations, bye-laws, etc., as applicable or which might become applicable to the N.C.T. of Delhi with regard to performance of the work included herein or touching upon this contract including but not limited to Minimum Wages Act, 1948, Delhi Shops and Establishment Act. 1954, ESI Act, 1948, Provident Funds and MP Act, 1952. Workmen's Compensations Act, and take such steps as may be deemed necessary in this regard from time to time. It will be the sole liability of the contractor to pay the wages, provident fund, ESI, to its employees as applicable under the relevant rules. The contractor has to give an undertaking in this regard that he is following all the labour laws including the payment of minimum wages, etc. The contractor is liable to furnish all the relevant records for the information of employees. If the contract fails to render any or all the services, for any period during the currency of the contract, BECIL shall be at liberty to get the work done from other agencies and deduct charges incurred on this account from the amount payable to the contractor or from the Security Deposit or Bank Guarantee. TDS on account of Income Tax/WCT in accordance with DVAT and GST as applicable will be deducted from the monthly payments of the contractor. If the contractor fails to provide satisfactory performance, BECIL shall be at liberty to terminate the contract and withhold the Security Deposit or the balance payment of the contractor, etc. BECIL reserves the right to abandon or terminate the contract at any time without assigning any reason and it can stipulate any additional term & condition at any time during the currency of the contract. The contractor shall be responsible for payment of Provident Fund and other payments due to its employees deployed for services.

## Part V – Evaluation Criteria & commercial offer issues

**Evaluation Criteria:** The broad guidelines for evaluation of EOI will be as follows:

- a. **Only those EOI will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the EOI, both technically and commercially.**
- b. The EOI submitted by the bidders will be evaluated by BECIL with reference to the technical characteristics/technical parameters/eligibility criteria as mentioned in the EOI. The compliance of technical documents would be determined on the basis of the parameters specified in the EOI.  
The commercial offer of only those agencies will be opened whose documents towards eligibility criteria are found compliant/suitable after technical evaluation is done by the committee.
- c. The lowest offers will be decided upon the lowest rates quoted by the particular agency as per the price format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:
  - (i) All taxes and duties quoted by the agency will be considered. The ultimate cost to BECIL would be the deciding factor for ranking of offers.
- d. The agencies are required to spell out the rates of GST in unambiguous terms. In the absence of any such stipulation it will be presumed that the prices quoted are firm and no claim on account of such taxes & duties will be entrained after the opening of financial bids. If a bidder is exempted from payment of GST up to any value of services from them, they should clearly state that no GST will be charged by them up to the limit of exemption by Government which they may have the documentary evidence for exemption of any statutory duties and taxes has to be produced along with financial bid. If any concession is available in regard to rate/quantum of GST with the approval of Government, it should be brought out clearly. Stipulation like, GST is presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by an agency that GST will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of GST which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.
- e. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- f. The lowest acceptable offer will be considered further for placement of contract/supply order after complete clarification and price negotiations if required as decided by BECIL. BECIL also reserves the right to do apportionment of quantity, if it is convinced that lowest bidder is not in a position to provide multiple services within stipulated time and the same will be placed to another bidder at lowest-1 rate.
- g. BECIL reserve the right to allocate the work to any empanelled agency for training without any call for rate competition.
- h. The empanelled agencies will have to accept to execute the works at L1 rates only even if they bring assured business for BECIL.
- i. Apart from the quoted price for the training in IT, BECIL is at liberty to discuss the prices with the empanelled agencies offering exclusive business solutions separately and the final pricing in such cases shall be based on the mutually agreed price between BECIL, client and the agency only. The provision doesn't interfere in regular business with other empanelled agencies.
- j. **Any other criteria as applicable to suit a particular case.**

**Evaluation Criteria for EOI response in respect of “online examination with computer based evaluation”**

S. No.	Criteria	Basis of Evaluation	Max Marks	Supporting
1	Average annual turnover in the last 3 financial year i.e. 2014-15, 2015-16, 2016-17 (Turnover in Rs. Crores)	> 100 Cr: 10 marks ≥ 50 Cr & < 100 Cr: 8 marks ≥ 10 Cr & < 50 Cr: 6 marks	10	Audited balance sheet & CA certificate cleanly mentioning the turn over.
2	The agency should have executed end to end computer based exam (including online application, admit card generation, content creation, conduct of exam including venue booking, result and merit list with minimum of 10000 (Ten Thousand) registered candidates in an examination cycle for any Government departments/bodies as on EOI publish date.	> 20 exams: 20 marks ≥ 11 & < 20 exams: 15 marks ≥ 6 & < 10 exams: 10 marks ≥ 1 & < 5 exams: 5 marks	20	List of such exams conducted (on letter head duly signed by authorized signatory) with testimonial such as work orders from client
3	The agency should have executed end to end computer based exam (including online application, admit card generation, content creation, conduct of exam including venue booking, result and merit list in a single shift for any Government Departments/bodies as on RFP publish date.	≥ 50000 scheduled in single shift: 15 marks ≥ 30000 & < 50000 scheduled in single shift: 12 marks ≥ 15000 & < 30000 scheduled in single shift: 9 marks ≥ 10000 & < 15000 scheduled in single shift: 6 marks	15	List of such exams conducted (on letter head duly signed by authorized signatory) with testimonial such as work orders from client
4	Experience of agency in conducting computer based examination should be at least 5 years for external clients.	≥ 10 years: 20 marks > 9 years and < 10 years: 15 marks > 8 years & < 7 years: 10 marks > 5 years & < 7 years: 5 marks	20	List of such exams conducted (on letter head duly signed by authorized signatory) with testimonial such as work orders from client
5	The agency should have proven capability of computer based evaluation (evaluation of scanned answer booklets using computer) for any govt. department or Govt. education body in last financial year i.e. 2016-17.	> 5 projects: 5 marks ≥ 3 & < 5 projects: 3 marks ≥ 1 & < 2 projects: 2 marks	5	List of such evaluation (on letter head duly signed by authorized signatory) with testimonial such as work orders from client
6	The agency should have proven capability of computer based evaluation (evaluation of scanned answer booklets using computer) with answer booklet scanning experience <b>at multiple locations</b> for any govt. department or Govt. education body, in last financial year i.e. 2016-17.	> 30 location: 5 marks ≥ 20 & < 30 location: 3 marks < 20 location: 2 marks	5	List of such evaluation (on letter head duly signed by authorized signatory) with testimonial such as work orders from client



7	The agency should have proven capability of computer based evaluation (evaluation of scanned answer booklets using computer) on a <b>single project cycle</b> for any govt. department or Govt. education body.	$\geq 5$ Lakhs copies: 10 marks $\geq 3$ Lakhs & $< 5$ Lakhs copies: 8 marks $\geq 2$ Lakhs & $< 3$ Lakhs copies: 6 marks $\geq 1$ Lakhs & $< 2$ Lakhs copies: 4 marks $\geq 50$ Thousand & $< 1$ Lakh copies: 2 marks	10	List of such evaluation (on letter head duly signed by authorized signatory) with testimonial such as work orders from client
8	Certifications	ISO 9001: 2 Marks ISO 27001: 2 Marks STQC/ Cert-In: 4 marks Any other certification specific to Assessment: 2 marks	10	Copy of relevant certificate
9	Number of on-roll employee	$\geq 500$ : 5 marks $\geq 400$ & $< 499$ : 4 marks $\geq 300$ & $< 399$ : 3 marks $\geq 200$ & $< 299$ : 2 marks	5	Letter from Head HR along with the list of name and official email id of the employee and PF no.

Minimum Score required for qualifying in the evaluation process = 70 marks

**Evaluation Criteria for EOI response in respect of “online examination with computer based evaluation and training in IT education”**

S. No.	Criteria	Basis of Evaluation	Max Marks	Supporting
1	Average annual turnover in the last 3 financial year i.e. 2014-15, 2015-16, 2016-17 (Turnover in Rs. Crores)	<p>≥ 75 Cr: 10 marks</p> <p>≥ 50 Cr &amp; &lt; 75 Cr: 8 marks</p> <p>≥ 25 Cr &amp; &lt; 50 Cr: 6 marks</p>	10	Audited balance sheet & CA certificate cleanly mentioning the turn over.
2	The agency should have executed end to end computer based exam (including online application, admit card generation, content creation, conduct of exam including venue booking, result and merit list with minimum of 100000 (One Lakh) registered candidates in <b>an examination cycle</b> for any Government departments/bodies as on EOI publish date.	<p>&gt; 5 exams: 10 marks</p> <p>≥ 4 exams: 8 marks</p> <p>≥ 3 exams: 6 marks</p> <p>≥ 1 &amp; &lt; 3 exams: 4 marks</p>	10	List of such exams conducted (on letter head duly signed by authorized signatory) with testimonial such as work orders from client
3	The agency should have executed end to end computer based exam (including online application, admit card generation, content creation, conduct of exam including venue booking, result and merit list in a <b>single shift</b> for any Government Departments/bodies as on RFP publish date.	<p>≥ 50000 scheduled in single shift: 15 marks</p> <p>≥ 30000 &amp; &lt; 50000 scheduled in single shift: 12 marks</p> <p>≥ 15000 &amp; &lt; 30000 scheduled in single shift: 9 marks</p> <p>≥ 10000 &amp; &lt; 15000 scheduled in single shift: 6 marks</p>	15	List of such exams conducted (on letter head duly signed by authorized signatory) with testimonial such as work orders from client
4	The agency must have successfully completed Training Assignments for one or more Govt. within last five Financial years.	<p>≥ 5000 trained: 5 marks</p> <p>≥ 4000 &amp; &lt; 5000 trained: 4 marks</p> <p>≥ 3000 &amp; &lt; 4000 trained: 3 marks</p> <p>≥ 2000 &amp; &lt; 3000 trained: 2 marks</p> <p>&lt; 2000 trained: 1 mark</p>	5	List of such trainings conducted (on letter head duly signed by authorized signatory) with testimonial such as work orders from client
5	The agency should have training centre across India. Owned/Franchised under companies brand names.	<p>≥ 500 centre: 15 marks</p> <p>≥ 400 &amp; &lt; 499: 12 marks</p> <p>≥ 300 &amp; &lt; 399: 9 marks</p> <p>≥ 200 &amp; &lt; 299: 6 marks</p> <p>&lt; 200 centres: 4 marks</p>	15	Centre list along with name address and contact number of centre owner.
6	The agency should have proven capability of computer based evaluation (evaluation of scanned answer booklets using computer) on a <b>single project cycle</b> for any govt. department or Govt. education body.	<p>≥ 5 Lakhs copies: 10 marks</p> <p>≥ 3 Lakhs &amp; &lt; 5 Lakhs copies: 8 marks</p> <p>≥ 2 Lakhs &amp; &lt; 3 Lakhs copies: 6 marks</p> <p>≥ 1 Lakhs &amp; &lt; 2 Lakhs copies: 4 marks</p> <p>≥ 50 Thousand &amp; &lt; 1 Lakh copies: 2 marks</p>	10	List of such evaluation (on letter head duly signed by authorized signatory) with testimonial such as work orders from client

7.	Certifications	ISO 9001: 2 Marks ISO 27001: 2 Marks STQC/ Cert-In: 4 marks Any other certification specific to Assessment: 2 marks	10	Copy of relevant certificate
8.	Experience of agency in conducting computer based examination/ training should be at least 5 years for external clients.	≥ 10 years: 20 marks ≥ 9 years & < 10 years: 15 marks ≥ 8 Lakhs & < 9 years: 10 marks ≥ 5 Lakhs & < 7 years: 5 marks	20	List of such exams conducted (on letter head duly signed by authorized signatory) with testimonial such as work orders from client
9	Number of on-roll employee	≥ 500: 5 marks ≥ 400 & < 499: 4 marks ≥ 300 & < 399: 3 marks ≥ 200 & < 299: 2 marks	5	Letter from Head HR along with the list of name and official email id of the employee and PF no.

Minimum Score required for qualifying in the evaluation process = 70 marks

**Commercial offer format:** The financial/commercial offer format is given below and agencies are required to fill this up correctly with full details on their letter heads indicating Rs. in figure.

			Basic unit rate (Rs)			Total unit rate (Rs)	Taxes (Rs)	Total amount (Rs)
			≤ 10000 Candidate	≥10000 & <100000 Candidate	≥ 100000 Candidate			
1	Rate per candidate for conducting online examination without CCTV coverage of exam, photo-capture & Biometric.	i) For single shift  ii)For multiple shift						
2	Rate per candidate for conducting online examination with CCTV coverage of exam, photo-capture & biometric.	i) For single shift  ii)For multiple shift						
3	Rate per candidate for computer based evaluation only							
4	Rate per candidate imparting IT training (includes trainer cost, content cost & venue cost)*							

\*For batch of minimum 20 candidates and maximum batch size not to exceed 25

**NOTE:**

- 1) GST or any other tax to be mentioned clearly
- 2) Rates for Online examination must include cost towards online application, admit card, online payment of fee, content, SMS and email to candidates, conduct of test, venue booking and merit list as per the client requirement.

**DECLARATION**

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

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

Signature of Authorized Signatory on behalf of Agency

Place: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
Mobile: \_\_\_\_\_  
Email ID: \_\_\_\_\_

**Format of Arbitration Clause –Indigenous Private bidders**

- (i) All disputes of differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions.
- (ii) Any dispute, disagreement of question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
- (iii) Within (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.
- (iv) The sole Arbitrator shall have its seal in New Delhi or such other place in India as may be mutually agreed to between the parties.
- (v) The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.
- (vi) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- (vii) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

**Note:** In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the Customer and Contractor.

Performance Bank Guarantee Format

**From:**  
**Bank** \_\_\_\_\_

To  
The Chairman and Managing Director  
Broadcast Engineering Consultants India Limited  
Under Ministry of Information & Broadcasting  
Government of India, New Delhi

Dear Sir,

1. Whereas you have entered into a contract No. ....  
Dt.....(hereinafter referred to as the said Contract with  
M/s....., hereinafter referred to as the  
“Contractor/Supplier” for supply of services as per Part-II of the said contract to the said  
contractor and whereas the contractor/supplier has undertaken to produce a bank guarantee for  
10% of total Contract value amounting to.....to secure its obligations to The  
Chairman and Managing Director.
2. We the.....bank hereby expressly, irrevocably and unreservedly  
undertake and guarantee as principal obligors on behalf of the contractor/supplier that, in the  
event that The Chairman and Managing Director declares to us that the services have not been  
provided according to the Contractual obligations under the aforementioned contract, we will  
pay you, on demand and without demur, all the any sum up to a maximum of  
..... Rupees.....only. Your written demand shall be  
conclusive evidence to us that such repayment is due under the terms of the said contract. We  
undertake to effect payment upon receipt of such written demand.
3. We shall not be discharged or released from this undertaking and guarantee by any  
arrangements, variations made between you and the Contractor/supplier indulgence to the  
Contractor/Supplier by you, or by any alterations in the obligations of the Contractor/Supplier  
or by any forbearance whether as to payment, time performance or otherwise.
4. In no case shall the amount of this guarantee be increased.
5. This guarantee shall remain valid for 14 months from the effective date of contract according  
to the contractual obligations under the said contract.
6. Unless a demand or claim under this guarantee is made on us in writing or on before the  
aforesaid expiry date as provided in the above referred contract or unless this guarantee is  
extended by us, all your rights under this guarantee shall be forfeited and we shall be  
discharged from the liabilities hereunder.
7. This guarantee shall be a continuing guarantee and shall not be discharged by any change in  
the constitution of the bank or in the constitution of  
M/s.....