

EXPRESSION OF INTEREST
FOR

Selection of Back end partner for Tender No: F5(1306)ST/MNIT/DIS/2024 dt
21.02.2025 for Design, Supply, Installation, Testing and Commissioning for
Comprehensive Upgradation of Wired and Wireless Campus LAN

EOI No. BECIL/P-BT/MNIT/LAN/24-26/EOI-01

Dated: 25.03.2025

Issued By

Mr. Binay Kumar Tiwari (DGM)

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

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

TABLE OF CONTENTS

Sno.	Description	Page No.
1.	SECTION-I: INTRODUCTION AND BRIEF DESCRIPTION	4
2.	SECTION-II: IMPORTANT DATES (SCHEDULE AND CRITICAL)	7
3.	SECTION-III: EOI NOTICE & GENERAL TERMS AND CONDITION	11
4.	SECTION-IV: SCOPE OF WORK	27
5.	SECTION-V: ELIGIBILITY CRITERIA AND EVALUATION	28
6.	SECTION-VI: ENCLOSURES AND ANNEXURES	32
7.	ANNEXURE A: PRE-CONTRACT INTEGRITY PACT	32
8.	ANNEXURE B: BECIL'S BANK MANDATE	36
9.	ANNEXURE C: PARTICULARS OF THE BIDDER	37
10.	ANNEXURE D: ANNUAL TURNOVER AND NET WORTH	38
11.	ANNEXURE E: PROFORMA OF LETTER OF UNDERTAKING FOR BID VALIDITY	39
12.	ANNEXURE F: BID COVERING LETTER	40
13.	ANNEXURE G: CREDENTIALS SUMMARY	41
14.	ANNEXURE H: SELF-DECLARATION FOR NON-BLACKLISTING	42
15.	ANNEXURE I: UNDERTAKING REGARDING PAYMENT OF GST	43
16.	ANNEXURE J: POWER OF ATTORNEY	44
17.	ANNEXURE K : Un-Priced BOQ (as per end clients tender)	45
18.	ANNEXURE L: Buy Back Items	47
19.	ANNEXURE M : PRICE BID FORMAT	48
20.	ANNEXURE N: PRE-BID AGREEMENT	49

SECTION –I

INTRODUCTION AND BRIEF DESCRIPTION

1. ABOUT BECIL

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

The Company was initially set up for providing project consultancy services and turnkey solutions encompassing the entire gamut of radio and television broadcast engineering, establishment of transmission facilities, content production facilities, terrestrial, satellite and cable broadcasting in India and abroad. The company has now diversified into the fields of Strategic Projects such as Information Communication.

Technology, Electronic Surveillance (namely CCTV, Access Control, Intrusion, Fire Safety, Hydrants, etc.). Electronic Media contents including films, Sentinel Analytics, Counter Drones/UAV etc. The activities include, but are not limited to Supply, Installation, Testing & Commissioning, Consultancy Services, Technical Audit, Media Analysis, R&D, projects pertaining to Digital India, City Surveillance, Safe City. Smart City, Make in India, Manufacturing, Audio Video & Data Analysis, Cyber Security, Engineering, Procurement & Construction, Project Management Services, Operation and Maintenance, Manpower Placement, AMC and providing total turnkey project for critical information infrastructure.

BECIL, has its Head Office in New Delhi, Corporate Office in Noida and Regional Office in Bangalore and Kolkata. BECIL is exploring geographical expansion in many states due to diversification in business portfolios.

Over the years, BECIL has consciously groomed and developed a team of in-house, versatile and dedicated engineers and also cultivated and harnessed a vast reservoir of professionals drawn from various fields of Broadcasting Industry, which include public and private Broadcasters, Defense and Cable Industry. Through this network of resourceful technical professionals, BECIL, has established its pan India presence to serve the needs of the industry.

BECIL has a vast reservoir of experts and integrates the expertise of All India Radio (AIR) and Doordarshan (DD), the national broadcaster of India, catering to one of the largest Radio Networks reaching out to more than a billion people and the world's largest Terrestrial Television Network supplemented by Analogue and Digital satellite Broadcasting services reaching out to millions of TV homes in India and abroad.

2. INTRODUCTION OF PROJECT/TENDER

Malaviya National Institute of Technology has floated Tender No: F5(1306)ST/MNIT/DIS/2024 dt 21.02.2025 for Design, Supply, Installation, Testing and Commissioning for Comprehensive Upgradation of Wired and Wireless Campus LAN in state of Rajasthan.

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

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

3.1 BECIL is interested to submit a competitive bid in response to the Client Tender No: F5(1306)ST/MNIT/DIS/2024 dt 21.02.2025 for Design, Supply, Installation, Testing and Commissioning for Comprehensive Upgradation of Wired and Wireless Campus LAN having last date of submission as 03.04.2025

3.2 The intent of this EOI is to select a Back-end Technology partner of BECIL, for collaborating with BECIL for preparing a bid and participating in the above mentioned tender. An MOU/ Agreement will be signed by BECIL with the Back-end Technology partner selected through this EOI, for preparation of bid and participation in the above mentioned tender.

3.3 In case the bid submitted by BECIL against the said tender, is accepted and BECIL receives Work Order/ Agreement from/ with the Client. BECIL may issue a Work Order to the selected agency. In such a scenario, the following conditions will be applicable, which are to be fully taken into consideration by the bidders, prior submitting a response to this EOI:-

3.3.1 The Back end Technology partner selected through this EOI, may be issued a workorder by BECIL, for undertaking the work as per the above mentioned client's tender.

3.3.2 All terms and conditions of the client's tender, and any subsequent amendments/ corrigenda thereof, will be applicable fully on back to back basis on the Back end technology partner selected through this EOI, including all important terms and conditions like EMD, PBG, Payment Terms, SLA conditions, Liquidity Damages, and any other penalties etc.

3.4 **EMD/ Bid Security:** The Bid Security amounting to Rs. 43,00,000/- (Rupees Forty three Lakhs only) will be submitted by Backend partner on successful selection before signing the Agreement in the form of BG/ online transfer. Exemption to MSME and Startup shall be given as per GoI guidelines. The EMD submitted is refundable and no interest will be paid. The EMD will be refunded, in case work is awarded to BECIL on the submission of Performance Bank Guarantee and in case of unsuccessful bid, immediately after the fact came to BECIL knowledge.

3.5 **Performance Bank Guarantee (PBG):** In case the F5(1306)ST/MNIT/DIS/2024 dt 21.02.2025 tender is awarded to BECIL, the PBG as applicable shall be payable by the selected bidder on back to back basis as per the terms and conditions of Client's Tender. The bidder must submit an undertaking in the bid stating that "they will provide the PBG in accordance with the timeline and the terms and conditions outlined in the client's tender.

3.6 All payments in the Project to the selected agency shall be on back-to-back basis only subject to receipt of corresponding payment from the client. An advance payment may be made to the selected agency, only if BECIL, receives an advance from the customer, provided the selected agency submits a bank guarantee (BG) of the equivalent amount to BECIL in addition to the PBG.

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

3.8 In case the selected agency is not able to perform, the work under reference, BECIL will be at its liberty to get the job done through any third party at risk & cost of the selected agency (successful bidder). PBG in this case may be forfeited by BECIL.

3.9 The decision to engage the successful bidder as Back End Technology Partner shall be taken by the Competent Authority of BECIL and accordingly the respective agreement shall be signed.

3.10 Bidders are advised to go through the Scope of Work and terms & condition of the tender No F5(1306)ST/MNIT/DIS/2024 dt 21.02.2025 to understand the requirement and challenges associated with locations prior to submitting their bids.

3.11 The selected agency shall not subcontract, assign, or transfer any part of its obligations, duties, or responsibilities to any third party without the prior written consent of BECIL. Any attempt to do so shall be considered a material breach, leading to immediate termination without any liability on the part of BECIL.

SECTION –II

4.1. IMPORTANT DATES (SCHEDULE AND CRITICAL DATES)

S. N	ACTIVITY	SCHEDULED DATE & TIME
1.	EOI Number	BECIL/P-BT/MNIT/LAN/24-25/EOI-01
2.	Date of Issue of EOI	25.03.2025
3.	Last date and Time for Submission of bids	01.04.2025 @ 11:00 AM
4.	Availability of Document	https://www.becil.com; https://becil.ewizard.in
5.	E-tender Portal Fee (Non-refundable)	INR 3,540/- E-tender Portal Fee (non-transferrable & non-refundable) payable through online e-Portal
6.	Bidder Enrolment Fee (Non-refundable)	INR 2360/- Bidder Enrolment Registration fee (non-transferrable & non-refundable) payable through online e-Portal
7.	RFP document Fee (Form Fee) (Non- Refundable)	INR 17,700/- (incl GST) Form Fees (non-transferrable & non-refundable) payable through online e-Portal
8.	EMD/ Bid Security	INR 43 Lakhs on successful selection and before signing the Agreement. An Undertaking to this effect to be submitted. For detail refer clause 3.5
9.	Address for Communication of bids	BECIL Bhawan, C-56 / A -17, Sector - 62, Noida – 201307.
10.	Contact details for this EOI	Sh. Binay Kumar Tiwari, DGM Tele- 0120-4177850 Email- binaytiwari@becil.com

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

4.2. INSTRUCTIONS FOR E-TENDERING PORTAL OF BECIL

4.2.1 E-TENDER PORTAL FEE

The bidder has to pay a non-refundable **e-tender portal fee amounting to ₹ 3540/-** (Non-refundable) by way of on-line payment on e-tender portal before submission of the proposal.

4.2.2 SUBMISSION OF THE PROPOSAL

The bidders are advised to study the RFP document carefully. Submission of proposals shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. Bidders shall have to submit their proposal (Technical and Financial) online through the e-tendering website <https://becil.ewizard.in>

4.2.3 E-TENDERING PROCEDURE

(i) E-Procurement is the complete process of e-tendering from publishing of tenders online, inviting online bids, evaluation and award of contract using the system. You may keep a watch of the tenders floated under <https://becil.ewizard.in>. These will be invited for online Bids. Bidder Enrolment can be done using "Bidder Enrolment".

(ii) The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on <https://becil.ewizard.in> the e-tendering portal as per uploaded bid.

(iii) More information useful for submitting online bids on may be obtained at: <https://becil.ewizard.in>

4.2.4 GUIDELINES FOR REGISTRATION ON PORTAL

(i) Bidders are required to enroll on the e-Procurement Portal by clicking on the link "Online Bidder Enrolment" on the e-tender Portal by paying the **Registration fee of Rs. 2360/- (inclusive of taxes)**.

(ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

(iii) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.

(iv) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile. Or bidders can contact our help desk for getting the DSC.

(v) Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

(vi) Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC /e-Token.

(vii) The scanned copies of all original documents should be uploaded in pdf format on portal <https://becil.ewizard.in>

(viii) After completion of registration payment, bidders need to send their acknowledgement copy on our **help desk mail ID: helpdesk@ewizard.com** for activation of your account.

Helpdesk Number : Tel 011-49606060 , 9355030616, 9560364871

4.2.5 SEARCHING FOR TENDER DOCUMENTS ON PORTAL

(i) There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.

(ii) Once the bidders have selected the tenders they are interested in, you can pay the form fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e-tender Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the tender document.

4.2.6 PREPARATION OF BIDS ON PORTAL

(i) Bidders should take into account any corrigendum published on the tender document before submitting their bids.

(ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.

(iii) Bidders, in advance, should get ready the bid documents to be submitted as indicated in the tender document /schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Color option which helps in reducing size of the scanned document.

(iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.

(v) These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

4.2.7 SUBMISSION OF BIDS ON PORTAL

(i) Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

(ii) The bidder has to digitally sign and upload the required bid documents one by one as

indicated in the tender document as a token of acceptance of the terms and conditions laid down by BECIL.

(iii) Bidder has to select the payment option as “e-payment” to pay the tender fee / EMD as applicable and enter details of the instrument.

(iv) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

(v) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

(vi) The uploaded tender documents become readable only after the tender opening by the authorized bid openers. Upon the successful and timely submission of bid click “Complete” (i.e. after Clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

4.2.8 CLARIFICATION

For any clarification related to using the portal, you may visit the below link:

<https://becil.ewizard.in>

(i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

(ii) Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

(iii) Please feel free to contact ewizard helpdesk (as given below) for any query related to

E-tendering Phone No. 011-49606060

Mail id: - helpdesk@ewizard.com

SECTION –III
EOI NOTICE & GENERAL TERMS AND CONDITION

5 EOI NOTICE

5.1 Broadcast Engineering Consultants India Limited (BECIL) invites Expression of Interest (EOI), through online mode, for selection of a Back end Technology partner of BECIL, for collaborating with BECIL for execution of the project for Tender Number: F5(1306)ST/MNIT/DIS/2024 dt 21.02.2025 floated by MNIT, JAIPUR

5.2 The EOI must be submitted in English Only. All the documents including the supporting documents/ enclosures etc. must be Calibri/ Aerial/ Times New Roman, font size-12 and fully legible. Supporting documents if in a language other than English must be accompanied by an English translated document. The English version shall prevail in matters of interpretation. EOI Documents which are not legible shall be rejected.

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

5.4 In case the bidder has any doubt about the meaning of anything contained in the EOI document/pre-bid queries, they shall seek clarification within 2 days of issue of EOI. Except for any written clarification by Shri Binay Tiwari, DGM, BECIL, no written or oral communication, presentation or explanation by any other employee of BECIL shall be taken to bind or fetter BECIL under the contract. In case of such clarification or otherwise, the extension in the bid submission date of the EOI shall be entirely on the discretion of BECIL taking into the consideration of end client's tender submission due date.

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

5.6 BECIL reserve the right to amend any term of the EOI at any point of time before the submission and bidder should regularly check the website. Further, BECIL also reserves to increase/ decrease/ delete/ add any BOQ item. Further any amendment done by client after the selection of bidder, all the amendment will be applicable. In case of non-acceptance of such amendment, the EMD submitted will be forfeited by BECIL and blacklisting of agency may be done for a minimum period of 3 years from participating in BECIL EOI/tenders

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

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

5.9 Even after participation in the EOI by any bidder will be on "NO COST NO COMMITMENT" basis. The Bidder shall bear all cost associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges, authentication charges and any associated charges including taxes & duties

thereon. Further, BECIL will in no case be responsible or liable for these costs, regardless of the outcome of the bidding process.

5.10 For Consortium / Joint Venture: (Not Applicable)

6 SUBMISSION OF EOI

6.1 EOI, complete in all respects, must be submitted online on the <https://becil.ewizard.in>.

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

6.3 As the EOI can be submitted only up to the defined date and time, there can't be any late bids.

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

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

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

6.7 The EOI should be duly signed on each page by authorized person. Documents authorizing the signatory /Power of Attorney must accompany the bid.

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

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

6.10	Checklist of documents/information to be submitted	
	(a)	Bidder Particulars as per format.
	(b)	Certificate of Incorporation (for Company/LLP/Proprietorship)
	(c)	Memorandum & Articles of Association/Partnership deed/Proprietorship declaration
	(d)	Audited financial statements for the last 3 years i.e. FY 2021-22; 22-23; 23-24.
	(e)	ITR Acknowledgment for last 3 years i.e. FY 2021-22; 22-23; 23-24
	(f)	Undertaking to provide the PBG in accordance with the timeline and the terms and conditions outlined in the client's tender
	(g)	GST Registration Certificate
	(h)	Copy of PAN Card
	(i)	Any other relevant registration documents on registration with other appropriate authorities (ESIC, EPFO, Labour deptt etc.)
	(j)	Power of Attorney authorizing the person signing the bid for this EOI.
	(k)	Undertaking in letter head to indemnify BECIL from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.
	(l)	Undertaking in compliance to Office Memorandum No. F. No. 6/18/2019-PPD, Dated 23-07-2020, Department of Expenditure, Ministry of Finance as per Clause 8.9.
	(m)	All the requisite documents in the prescribed formats placed at Annexures to this Eoi
	(n)	Pre-Contract Integrity Pact as per Annexure-A
	(o)	All the documents in support of Technical criteria like Experience Certificates, PO, proposed Makes for the solution, Solution architecture (if asked) and other documents as required.
	(p)	Declaration regarding acceptance of Terms and conditions of EOI.
	(q)	Undertaking for compliance with signing of Non-disclosure agreement as per clause 9
	(r)	Undertaking for payment of EMD/ Bid Security if selected or claiming EMD exemption under startup and MSME enclosing the relevant documents.
	(S)	Un-Priced BOQ as per Annexure(K)

7 OPENING OF EOI

7.1 The bids submitted against this EOI shall be opened on 01.04.2025 @ 11:30 AM. BECIL reserves the right to change the date of opening of bid.

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

8 GENERAL TERMS & CONDITIONS OF EOI

8.1 All bids are to remain valid for minimum of 240 days from the date of submission. BECIL reserve the right to seek the extension of bid validity.

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

8.3 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 which, in the opinion of BECIL, best meets the project's interest. BECIL also reserves the right to negotiate with potential bidder so that its best interest to fulfill the need of project is served.

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

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

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

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

8.8 Intellectual Property Rights:

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

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

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

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

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

"We have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are not from such a country *or our beneficial*

owner is not from such a country or we will not sub-contract any work to a contractor from such countries, if from such a country, have been registered with the Competent Authority.

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

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

9 SIGNING OF NON-DISCLOSURE AGREEMENT

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

10 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.

11 BRIBERY AND CORRUPTION

Bidders are strictly prohibited from directly or indirectly (through intermediates or subcontractors) offering any bribe or undue gratification in any form to any person or entity and / or indulging in any corrupt practice in order to obtain or retain a business or contract. In case of any bidder is found indulging in these unethical/unlawful means, the bidders shall be disqualified and his EMD/PBG will be forfeited.

12 INTEGRITY, INDEMNITY & LIMITATION

Bidder shall maintain high degree of integrity during its dealings with business/contractual relationship with BECIL. If it is discovered at any stage that any business/ contract was secured by fraud or misrepresentation or suspension of material facts, such contract shall be voidable at the sole option of the competent authority of BECIL. For avoidance of doubts, no rights shall accrue to the supplier in relation to such business/contract and BECIL or any entity thereof shall not have or incur any obligation in respect thereof. The supplier shall indemnify BECIL in respect of any loss or damage suffered by BECIL on account of such fraud, misrepresentation, or suspension of material facts.

The vendor found to be indulging in the unethical/fraudulent practices, violating the code of integrity and the terms and condition of the EOI or the successive work order/letter of award shall be eligible to be de-barred as per the department of expenditure guidelines on debarment of firms from bidding.

13 **CODE OF INTEGRITY**

13.1. No official of a Purchaser or a Bidder shall act in contravention of the codes which includes Prohibition of:

13.1.1 Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

13.1.2 Any omission, or misrepresentation that may mislead or attempt to mislead so that a financial or other benefit may be obtained, or any necessary obligation or pre-requisite may be avoided.

13.1.3 Any collusion bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.

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

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

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

13.1.7 Obstruction of any investigation or auditing of a procurement process.

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

14 **CONFLICT OF INTEREST**

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

14.1 directly or indirectly controls, is controlled by or is under common control with another Bidder; or

14.2 receives or have received any direct or indirect subsidy/ financial stake from another bidder; or

14.3 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 Authorised

distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or

14.4 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

14.5 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

14.6 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/ Detailed

14.7 Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc)of this Tender process; or has a close business or family relationship with a staff of the Procuring Organization who:
(i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

15 BLACKLISTING/ DEBARMENT

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

Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/employee of the BECIL for showing any favor in relation to this or any other contract, shall render the bidder to such liability as BECIL may deem fit, including but not limited to debarment, blacklisting and forfeiture of the bank guarantee and earnest deposit.

In case, it is found that the Vendor/ Supplier/ Contractor/ Bidder/ Consultant is indulgent in fraudulent/coercive practice at the time of the bidding process or during the execution of the contract, and/or on other ground as mentioned in the Integrity Pact, the contractor/bidder shall be banned/debarred for a period of two years from bidding.

16. RISK AND COST CLAUSE

16.1 In case of persistent breach/default of the terms and conditions of the Contract and due to abnormal delay (beyond the maximum late delivery in the Liquidated damages clause) in supplies, defective supplies or non-fulfilment of any of the terms and conditions of the 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/Agency.

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

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

16.2.2 Withdrawal from or abandonment of the work by Agency/Bidder before completion of the work as per contract.

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

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

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

17 PENALTIES

17.1 In the event of any penalties, deductions, disincentives, or charges levied by the Malaviya National Institute of Technology (MNIT) 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 will be recovered from the bills submitted by the System Integrator.

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

18 CONFIDENTIALITY AND NON-DISCLOSURE

18.1 The system integrator 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.

18.2 The system integrator recognizes, accepts and agrees that all tangible and intangible information obtained or disclosed to the system integrator '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 system integrator 's and/or its facility staff may be privy under or pursuant to this Contract and/or in the course of performance of the system integrator 's obligations under this Contract shall be treated, as absolutely confidential and the system integrator 's irrevocably agrees and undertakes and ensures that the system integrator 's and 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 system integrator 's obligations hereunder except when required to disclose under due process and authority of law.

18.3 The system integrator s hereby agrees to fully indemnify, defend, and hold BECIL harmless at all times against any and all claims, damages, losses, liabilities, costs, or expenses arising from any breach of this undertaking by the s or their personnel. In the event of such a breach, the SI shall promptly reimburse BECIL for any resulting damages, costs, or charges incurred, upon demand, without limitation.

18.4 The provisions of the aforesaid clauses and the indemnity contained therein shall survive the termination and expiry of this Contract.

19 THE SYSTEM INTEGRATOR 'S LIABILITY AND INDEMNITY

19.1 The BECIL shall have no liability whatsoever for any injury/death to the system integrator and/or its staff caused or suffered during the performance of the system integrator 's obligations hereunder.

19.2 The system integrator shall be responsible and liable for and shall indemnify BECIL and always keep BECIL indemnified and safe and hold it harmless, against all claims, liabilities, damages, losses, costs, charges, expenses, proceedings, and actions of any nature whatsoever made or instituted against or caused to or suffered by the BECIL directly or indirectly by reason of:

19.2.1 Any wrongful, incorrect, dishonest, criminal, fraudulent or negligent work, default, failure, misfeasance, bad faith, disregard of its duties and obligations hereunder, act or omission of or by the system integrator and/or any of its facility staff, and/or,

19.2.2 any theft robbery, fraud or other wrongful act or omission by the system integrator and/or any of its staff.

20 RIGHT TO INSPECTION

20.1 The BECIL/CLIENT and its field officers or its Auditors, MNIT shall have the right to carry out spot checks and do audit of the system integrator 's premises, personnel and records relating to the integrator to vided to the BECIL/ MNIT which will include surprise checks to satisfy themselves that there is no compromise on the quality of services provided by the system integrator to the BECIL and its customers. The BECIL has a right to review and monitor the security practices and control procedures adopted by the system integrator. The system integrator 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.

20.2 The BECIL shall have the right to review and monitor the performance of the system integrator s 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.

21 TERMINATIONS

21.1 Termination of Contract by BECIL due to unsatisfactory performance_

21.1.1 If the Agency/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-:

21.1.2 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 window 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.

21.1.3 That the contract shall stand terminated and shall cease to be in force and in effect after a fifteen day period from the date of the notice of termination . The Agency/Bidder in consequence of the above, shall stop forthwith any of its work then in progress, except such work as BECIL may, in writing, require to be executed at the designated site/premises.

21.1.4 That 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.

21.2 Termination due to breach

21.2.1 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.

21.2.2 The following sub-clauses shall attract the provision of termination, in the event if -:

- a. If the Bidder has abandoned or repudiated the Contract;
- b. If the Bidder has without valid reason failed to commence work on the project promptly;
- c. 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;
- d. 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;
- e. If the Bidder has obtained the contract as a result of ring tendering, or with illegal measures;
- f. if the information submitted/furnished by the Bidder is found to be incorrect;

21.2.4 That any pending bills/ invoices raised by the Agency/Bidder , prior to or post the termination of the contract on account of its breach of terms and conditions shall be put on hold for a period of six weeks, and any amount deducted by the Client against the bills raised

by BECIL shall be consequently deducted from the bills raised by the Agency/Bidder, respectively.

21.3 Termination due to Insolvency

21.3.1 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 :-

21.3.2 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.

21.4 Termination for Convenience

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

21.5. Termination due to other reasons:

21.5.1 If the bid is not submitted.

21.5.2 If the tender is withdrawn/ cancelled.

21.5.3 If the Project is not awarded to the BECIL

21.5.4 In the event the project is successfully completed.

22 EFFECTS OF TERMINATION OR EXPIRATION:

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

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

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

23. PRINCIPAL-TO-PRINCIPAL CONTRACT:

23.1 It is clarified that this Contract is on a principal-to-principal basis and does not create and shall not be deemed to create any employer employee or a principal agent relationship between the BECIL and the system integrator and/or Its facility staff. The system integrator and/or its facility staff shall

not be entitled to, by any act, word, deed or bind the BECIL or hold out or represent that the system integrator is representing or acting as an agent of the BECIL.

23.2 This Contract will bind the successors and permitted assigns of the system integrator and shall insure of the benefits of the BECIL's successors and assigns.

24. NOTICES

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

24.1 Any notice or other document which may be given by either Party under the Contract/ Agreement shall be given in writing in person or by pre-paid recorded delivery post, email.

24.2 In relation to a notice given under the Contract/ Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

Name: Mr. Binay Kumar Tiwari

Designation: Dy. General Manager

Address: Broadcast Engineering Consultants India Ltd,
C-56/ A-17, Sector-62, Noida-201307, U.P., India.

Email: binaytiwari@becil.com

24.3 In relation to a notice given under the Contract/ Agreement, a Party shall specify the Parties address for service of notices, any such notice to be copied to the Parties at the addresses set out in this EOI.

24.4 Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) if delivered between the business hours of 9.00 am and 5.30 pm at the address of the other Party set forth above, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).

24.5 Either Party to the Contract may change its address, telephone number, and nominated contact for notification purposes by giving the other Party reasonable prior written notice of the new information and its effective date.

25. NO WAIVER

No failure on the part of the either party hereto to exercise, and no delay on its part in exercising, any right or remedy under this Contract will operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy and the same shall not affect in any manner the effectiveness of any of the provisions of this Contract.

26. AMENDMENT:

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

27. ARBITRATION

27.1 Arbitration/Dispute Resolution

27.1.1 That in accordance with the Office Memorandum numbered F. 11212024-PPD dated 03.06.2024, any arbitration dispute/(s)/controversy(s) arising out of or in connection with the procurement contracts issued by BECIL shall be restricted to a dispute with a value/threshold of less than 10 Crore.

27.1.2 That in subsequence to the above-said Memorandum the inclusion/invocation of the Arbitration clause with a contract value exceeding the threshold of ten Crore, shall be contingent on the approval of the Managing Director of BECIL.

27.2 Conciliation of Dispute

27.2.1 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.

27.2.2 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.

27.3 Reference of Dispute to Arbitration proceeding post conciliation

27.3.1 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.

27.3.2 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.

27.3.3 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,

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

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

27.3.6 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.

27.3.7 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.

27.3.8 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.

27.4 Arbitration clause for Settlement of commercial disputes between Central Public Sector Enterprises (CPSEs) inter se and CPSE(s) and Government Department(s)/Organizations(s) – Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD).

27.4.1 In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

27.4.2 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 terns become applicable on the selected agency.

28 Undue Influence

28.1 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.

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

and all or any other contracts with the Agency and recover from the Agency the amount of any loss arising from such cancellation.

29 Unethical Practice

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

29.2 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.

29.3 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:

30 Penalty for Unethical Practice and Undue Influence

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

30.2 Cancellation/ termination of the Contract with the liberty to recover the accrued losses/damages from the pending bills raised by the Bidder against the delivery of material and execution of work.

30.3 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.

31 Extension of time

31.1 Delivery of the goods and performance of the services, pertaining to the supply, design installation and commissioning work, shall be made by the Bidder/Agency in accordance with the time schedule specified by BECIL.

31.2 If at any time during performance of the Contract, the Agency/Bidder should encounter conditions impeding timely delivery of the goods and timely performance of services, the Agency shall promptly notify BECIL in writing of the fact of the delay, its likely duration and its cause(s).

31.3 As soon as practicable after receipt of the Agency's notice, BECIL shall evaluate the situation and may, at its discretion, extend the Agency's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

32 Liquidated Damages

If the Agency /Bidder fails to achieve the completion of the work in accordance with the scheduled completion date as given in the RFP 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:

32.1 Recover from the Agency/Bidder Liquidated Damages equivalent to a sum of 0.5 % of the total Contract Price/Value for each week of delay beyond the scheduled completion date or a higher percentage, applicable on a back to back basis in the event of levy of liquidated damages by the Client

on BECIL subject to a deduction of maximum of 10% of the total Contract Price or higher in case if the same is levied by the Client.

32.2 If Agency/Bidder has completed certain part of the work within the scheduled completion date and if the said part is ready for use and is accepted by BECIL, on the consequent acceptance by the Client, then in that event, Liquidated Damages shall be leviable only on the Contract Price for the balance work remaining incomplete as on the scheduled date of completion.

SECTION –IV SCOPE OF WORKS

33 SCOPE OF WORK/SCHEDULE OF REQUIREMENTS

33.1 For detailed scope of work of the project & the Bill of Material, the bidders may refer the Client's Tender document, and its amendments & corrigenda issued subsequently (if any); **Tender details references are as below and the same is also attached along with this EOI.** *(Bidders are instructed to check for any new corrigendum/amendments etc. before bidding)*

Client's Tender Reference No_Tender No: F5(1306)ST/MNIT/DIS/2024 dt 21.02.2025

Website: CPPP Portal <https://eprocure.gov.in/eprocure/app>; www.storepurchase@mnit.ac.in

SECTION –V

34. ELIGIBILITY CRITERIA AND EVALUATION

S.No.	Eligibility Criteria	Documents to be submitted
1	The Bidder should be a company registered in India under the Companies Act, 1956 / 2013, as amended from time to time.	a. RoC certificate in case of Company. b. Memorandum and Article of Association c. Other relevant documents d. Other registration certificate, if any required.
2	The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing.	Certificate by the CA.
3	The Bidder should not be blacklisted/ debarred/ banned/ restricted by any Union Govt./State Govt. / PSU as on date of submission of the Bid.	“Self-declaration for blacklisting as per the given annexure” duly signed by authorized signatory signing the bid, should be submitted.
4	The Average Annual Turnover of the bidder for the last three financial years ending 31 March 2024 should be at least INR. 5 Cr. NOTE: For the purpose of this criterion, standalone turnover of only the bidding entity will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered.	a. Certificate by the CA as per Annexure D. b. Audited financial statements of last three financial years. c. ITR Acknowledgment last three financial years.
5	The bidder should have positive net worth as per the audited financial results for the last Financial Years ending 31 March 2024.	
6	Bidder must have the solvency / credit facility / financial capability from the bank for minimum value of INR. 2.5 Cr.	Certificate / Sanction letter from the Bank with tender reference.

7	<p>The bidder must have in its name the experience of having successfully completed similar works during the last 7 (Seven) years, as per following.</p> <p>i) Three similar completed works each cost not less than 5.5 Cr.</p> <p>Or</p> <p>ii) Two similar completed works each cost not less than 7 Cr.</p> <p>Or</p> <p>iii) One similar completed work costing not less than the 11 Cr.</p> <p>Similar works Definition: -The definition of similar works shall be “Supply, installation, commissioning, and maintenance of LAN / WAN / Campus networking Projects/ Network infrastructure components including passive components, related hardware/software on rental and/or outright purchase basis at any other PSU / Govt. / Quasi-Govt. establishment / Government Education institutes like NIT, IIT, IIM, IIIT, and Central universities.</p>	<p>a. Copy of the Work Order</p> <p>b. Completion Certificate.</p>
---	--	--

35. PRELIMINARY EVALUATION

35.1 BECIL shall evaluate the proposals to determine that they are complete, technically complying, no computational errors have been made, required documents as mentioned in the EOI have been furnished, the documents have been properly signed and the response is generally in order.

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

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

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

36 EVALUATION PROCESS

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

36.2 The bidder’s proposals will be evaluated as per the requirements specified in the EOI and adopting the evaluation criteria spelt out in subsequent paras of this EOI document. The bidders are required to submit all required documentation as per evaluation criteria specified in EOI.

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

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

36.5 Evaluation of proposals shall be based on:

36.5.1 Information contained in the proposal, the documents submitted there to and clarifications provided, if any.

36.5.2 Experience and Assessment of the capability of the bidders based on past record.

36.6 BECIL reserves the right to seek any clarifications on the already submitted bid documents. BECIL also reserves the right to cross verify the information with any agency.

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

36.8 Even though bidder satisfy the necessary requirements they are subject to disqualification if they have:

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

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

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

37 **FINANCIAL EVALUATION:**

37.1 Bidders are advised to quote the lump sum amount of the BOQ as per for the required services. The successful bidder will be determined based on the Lowest offered rates ranked as L-1.

37.2 Financial to be quoted as per the Price bid format at Annexure- M.

37.3 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. L1 bidder may be called for further negotiations, if required.

37.4 A Pre-Bid agreement shall be signed by BECIL with the successful declared L1 bidder.

37.5 The final price quoted in the end client's tender will include the BECIL margin, as determined by BECIL.

SECTION –VI

ENCLOSURES AND ANNEXURES

(Annexure-A)

PRE-CONTRACT INTEGRITY PACT

Between

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

And

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

Preamble:

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

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

Section 1 – Commitments of the Principal

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

- a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or Immaterial benefit which he/she is not legally be entitled to.
- b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude all known prejudiced persons from the process.

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

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

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

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

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

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

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

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

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

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

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

Section 4 – Compensation for Damages

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

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

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

Section 5 – Previous transgression

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

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

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

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

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

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

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

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

Section 8 – External Independent Monitor/Monitors

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

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

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

contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

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

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

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

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

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

Section 9 – Pact Duration

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

Section 10 – Other provisions

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

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

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

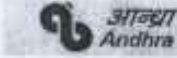
10.4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

FOR AND ON BEHALF OF CONTRACTOR

FOR AND ON BEHALF OF PRINCIPAL

यूनियन बैंक  Union Bank
of India

100% WHOLLY OWNED - A Undertaking of India Undertaking



(A Govt. of India Undertaking)

MID CORPORATE BRANCH, DELHI SOUTH

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

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

Email: ubin0549797@unionbankofindia.bank

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

Date: 18.01.2023

TO WHOMSOEVER IT MAY CONCERN

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

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

Bank Stamp with



Date 20-01-2023

Particulars of The Bidder

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

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Annual Turnover & Net worth

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

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

Full Name of Bidder (Supplier) entity:

Full Address of Bidder (Supplier) entity:

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

*Enclose Audited Financial statement for above mentioned period along with audit report.

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

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Performa of letter of Undertaking for Bid Validity

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

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

I/We hereby submit our Bid and undertake to keep our Bid valid for the period of 240 days from the date of submission of the Bid.

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

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Bid Covering Letter

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

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

Dear Sir/Madam,

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

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

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

We agree to abide by all the terms and conditions of the EOI document. We would hold the terms of our bid valid for <240> days as stipulated in the EOI document.

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

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Credentials Summary

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

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Self-Declaration For Non Black Listing

ON BIDDER'S LETTER HEAD

Bidder Ref. No.

Dated :

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

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

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

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

Yours faithfully

For,

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Undertaking Regarding Payment Of GST/ Filing Of GST Return

Ref.....

Date

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

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

Dear Sir,

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

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

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

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

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

Signature of Authorized Signatory on behalf of Agency

Address: _____

Mobile: _____

Email ID: _____

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

KNOW ALL MEN BY THESE PRESENTS,

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

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

Date _____.

For **Name of Bidder**,

Accepted

Witnesses:

BOQ (as per end clients tender)

S. No	Name	Quantity	OEM
1	Security Solution	1 Nos	
2	Link Load balancer	1 Nos	
3	WAN Router	1 Nos	
4	AAA Solution	1 Nos	
5	Core Switch	2 Nos	
6	Distribution Switch	15 Nos	
7	Access switch type 1	70 Nos	
8	Access switch type 2	180 Nos	
9	Access switch type 3	80 Nos	
10	Access switch Type 4	20 Nos	
11	Wireless Controller	1 Nos	
12	Access point type 1	200 Nos	
13	Access point type 2	450 Nos	
14	Access point type 3	100 Nos	
15	Access Point Type 4	300 Nos	
16	XGSPON OLT	3 Nos	
17	ONU type 1	400 Nos	
18	ONU type 2	1400 Nos	
19	Smart rack	1 Nos	
20	Outdoor Racks/ Street Cabinet 42 U rack Size	20 Nos	
21	Outdoor Racks/ Street Cabinet 15 U rack Size	20 Nos	
22	Indoor Network racks 42 U	20 Nos	
23	Indoor Network racks 15 U	40 Nos	
24	Indoor Network racks 6 U	30 Nos	
25	144 Port rack mounted LIU with single mode pigtail and	8 Nos	
26	24 Port rack mounted LIU with single mode pigtail and coupler	450 Nos	
27	6 Port rack mounted LIU with single mode pigtail and coupler	130 Nos	
28	2 Port Joint Closer box/ Home termination box with	1900 Nos	
29	Joint Closer bamboo Type suitable for 144-core fiber	50 Nos	
30	144 cores armoured Single-mode fiber cable, multi-tube, 12 cores per tube	17000 Meter	
31	24 Core armoured single-mode fiber cable	5000 Meter	
32	12 Core armoured single-mode fiber cable	15000 Meter	
33	6 Core armoured single-mode fiber cable	45000 Meter	
34	2 Core single-mode fiber cable	150000 Meter	

35	Fibre patch cord SC-LC 2-meter Duplex	2000 Nos	
36	Fibre patch cord SC-LC 10-meter Duplex	100 Nos	
37	Fibre patch cord LC-LC 2-meter Duplex	50 Nos	
38	Fibre patch cord LC-LC 10-meter Duplex	50 Nos	
39	Fibre patch cord SC-SC 2-meter simplex	10000 Nos	
40	Fibre patch cord SC-SC 10-meter simplex	200 Nos	
41	2X2 Splitter box type	40 Nos	
42	2X8 Splitter box type	130 Nos	
43	1X16 Splitter box type	270 Nos	
44	CAT6A UTP cable	140000 Meter	
45	24 port jack panel CAT6A	200 Nos	
46	1-meter UTP patch cord CAT6A	5000 Nos	
47	CAT6A Information outlet with faceplate and gang box	3000 Nos	
48	RJ 45 Termination plug	300 Nos	
49	8" DWC duct pipe	13000 Meter	
50	1" PVC conduit	200000 Meter	
51	32mm HDPE duct pipe	4000 Meter	
52	100X50 ISI casing	2000 Meter	
53	Route Marker	2000 Nos	
54	3X3 feet Chamber	400 Nos	
55	Moiling/ Digging/Recarpeting	14000 Meter	
56	Fiber fusion splicing	15000 Nos	
57	Fibre Tags	3000 Nos	
58	Buyback of existing infra	1 Time as per	
59	Network lab using existing infra	1 Nos	
60	Any other accessories	1 Nos	

NOTE-

1. It would be considered that the bidder has understood the requirement fully and shall comply with the functional requirement for the offered system including the scope of work/services in totality at their own risk and cost.
2. The materials mentioned in Un-Priced BOQ required for completion of the project to be considered by the vendor.
3. The quantities of items mentioned in the scope of supply are approximate. The minimum quantities as per the Scope of Supply will be supplied by the bidder. The measurement sheet indicating the consumption details shall be submitted by the bidder.
4. Bidder to submit the unpriced BOQ including above notes.

Buyback Items

S. No	Name of items	Qty.
1	24 port managed Access Switch	20
2	48 port managed Access Switch	19
3	24 port managed POE Switch	34
4	24 port Semi-managed Access Switch	11
5	48 port Semi-managed Access Switch	4
6	24 port unmanaged Access Switch	20
7	16 port unmanaged Access Switch	2
8	8 port unmanaged Access Switch	5
9	24 port managed Distribution Switch	3
10	24 port CAT6 Jack Panel	78
11	24 port fiber LIU	10
12	12 port fiber LIU	8
13	10/100 Mbps Media Converter	24
14	KVM Switch	1
15	Router	2
16	Server	2
17	Server RAM	2
18	WiFi Controller	2
19	Outdoor Wi-Fi Access Point	29
20	Indoor Wi-Fi Access Point	13
21	Wi-Fi access point 150 Mbps	10
22	Wi-Fi access point 300 Mbps	31
23	6 U rack	3
24	UPS 1 KVA	2
25	UPS 2 KVA	5
26	UPS 5 KVA	1

Note:

The total Buyback Price should also be quoted in the Price Bid Format.

PRICE BID FORMAT

Selection of Back end partner for in Tender No: F5(1306)ST/MNIT/ DIS/2024 dt 21.02.2025 for Design, Supply, Installation, Testing and Commissioning for Comprehensive Upgradation of Wired and Wireless Campus LAN at MNIT JAIPUR

Name of the Bidder				
Sno	Item Description	Qty	Units	Lump Sum Price offered for the complete Project (inclusive of AMC, Spares etc.) as per full Scope of Work (Inclusive of GST)
1	Supply, Installation, Testing and Commissioning for Comprehensive Upgradation of Wired and Wireless Campus LAN at MNIT JAIPUR for as per Bill of Quantity & Scope of Work. (A)	1	Lot	
2	Buyback of Existing Items as per the Primary tender of MNIT & list attached at Annexure L. (B)	1	Lot	
3	Total Bid Price offered for the tender. (C= A-B)	1	Lot	
[C=A-B] in Words				

PRE-BID AGREEMENT

between

Broadcast Engineering Consultants India Ltd
(A Government of India Enterprise)
C-56 / A-17, Sector- 62
Noida- 201307, U.P.

and

[vendor name]
[Vendor Address]

TABLE OF CONTENTS

ARTICLE 1: PREAMBLE

ARTICLE 2: GENERAL

ARTICLE 3: PROJECT BACKGROUND AND SCOPE OF WORK

ARTICLE 4: ROLES AND RESPONSIBILITIES

ARTICLE 5: COOPERATION OF THE TRANSACTION

ARTICLE 6: PERIOD OF AGREEMENT

ARTICLE 7: PAYMENT AND COMMERCIAL

ARTICLE 8: GENERAL TERMS & CONDITIONS

SCHEDULE 1: DETAILED SCOPE OF WORK

PRE-BID AGREEMENT

This Pre-Bid Agreement is executed at Noida on this _____th day of _____ 2025 ("Effective Date").
Between

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

AND

M/s [Vendor full Name], registered under the Companies Act, 2013, having registered office at [Vendor full Address] acting through Mr. [Vendor representative name] (hereinafter referred to as "[Vendor short name]" or "Second Party") which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns.

BECIL and [vendor name] are individually referred to as "Party" and collectively as "Parties".

ARTICLE 1: PREAMBLE

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

WHEREAS [vendor name] _____ intro _____.

WHEREAS [Client full name] (hereinafter called "[client short name]") has issued a tender vide tender no. _____ dated DD.MM.YYYY for [clients Tender Name] hereinafter referred to as "Tender"/"Work"/"Project" (hereinafter called as **Tender or [client short name] Tender or Primary Tender**)

WHEREAS BECIL published EOI No. _____ dated DD.MM.YYYY (hereinafter referred as "BECIL's EOI") for [EOI title/name].

AND WHEREAS [vendor name] has been selected as back end partner through the BECIL's EOI process.

AND WHEREAS Parties have accepted to execute the contract if awarded by [Client Name] and shall abide by all terms and conditions of such contract signed thereof.

AND WHEREAS BECIL & [vendor name] have jointly accepted to collaborate to prepare and submit its competitive bid against the Tender for [Client Tender Name] floated by [Client Name] vide tender No. _____ dated DD.MM.YYYY.

AND WHEREAS, this Pre-bid agreement is executed solely for the purpose to bid for the tender issued by

[Client name] for [Client Tender Name] and may be superseded by an inter se agreement once the tender is awarded to BECIL.

AND WHEREAS the parties agreed to join its hand on following terms & conditions:

1.1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the agreement documents referred to.

1.2 The Parties wish to work together with the understanding that BECIL shall act as the bidder (sole bidder) and [vendor name] as Back end partners for participating in the [Client Name] tender.

1.3 The following documents shall be deemed to form and be read and construed as part of this Agreement–

1.3.1. Tender for [Client Tender Name] vide tender No. _____ dated DD.MM.YYYY.

1.3.2 BECIL's EOI No. _____ dated DD.MM.YYYY for [EOI name].

1.3.2 [vendor name]'s bid received against the BECIL's EOI.

ARTICLE 2: GENERAL

2.1. PURPOSE:

BECIL, as the sole bidder, shall participate in the bidding process in primary tender of [Client Name]. The other party shall function as a back-end partner to support BECIL in fulfilling its obligations under the bid.

The back-end partner hereby undertakes not to participate individually, directly or indirectly, or as part of any other consortium/ arrangement for said tender, either independently or through any of its associates.

2.2 Representation of the Parties: [vendor name] represents to BECIL that as on date of signing this Agreement:

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

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

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

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

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

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

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

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

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

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

2.2.6. That there is no legal action/dispute initiated or pending on [vendor name] at the time of signing of this Agreement which is likely to concern or affect BECIL in any manner. If any such case is found pending, the agreement will automatically become invalid and the agency will be penalized by withholding the EMD/ PBG and legal action will be initiated as deemed fit by the competent authority. All ongoing and future business association with BECIL will also be terminated.

ARTICLE 3: PROJECT BACKGROUND AND SCOPE OF WORK

3.1 Project Background

From Client's Primary Tender

3.2 Scope of Work

The detailed scope of work for System Integrator has been given in the Schedule- I to this Agreement. For the detailed scope of work [vendor name] shall also refer to the primary tender document, its amendments in the form of corrigenda and subsequent contract signed between BECIL and [Client Name] in the event of award of tender.

ARTICLE 4: ROLES AND RESPONSIBILITIES

4.1 BECIL and [vendor name] hereby mutually agree that both of them shall remain as irrevocable members of this tie-up for the complete execution and completion of [Client Name] Tender/Work/Project (as per scope of aforementioned BECIL's EOI & [Client Name] tender).

4.2 DUTIES & OBLIGATIONS OF [vendor name]

4.2.1. [vendor name] will supply entire range of services for efficient completion of scope of works under the [Client Name] tender.

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

4.2.3. [vendor name] have read and understood the terms and conditions of the [Client Name] tender and it agree to support BECIL in abiding by those terms and conditions.

4.2.4. [vendor name] confirms that they understood on-ground technical complication and they agree to have taken into consideration the manpower required on the basis of the scope of work.

4.2.5. [vendor name] has understood the requirement in terms of ROW, Terrain and other clearances required to execute the project. They agree to manage these requirements at their own cost without any liability on BECIL in this regard.

4.2.6. [vendor name] have agreed to accept all the challenges with regard to Time Overrun, Cost Overrun, payment terms & Liquidated Damages & Penalties and confirm, to abide by the timeline in-case the project is awarded.

4.2.7. [vendor name] has agreed to accommodate the change in scope of work by [Client Name] whether or not incidental and ancillary, to achieve the objective as per the [Client Name] tender requirement, without any additional cost to BECIL.

4.2.8. [vendor name] have agreed to abide by all the terms on back to back basis as per the System Integrator duties and Obligations as specified in the [Client Name] tender.

4.2.9 [vendor name] shall be responsible for the detailed Scope of Work at Clause 3.2 and Schedule 1 of this agreement.

4.2.10 Since payment conditions are on back to back basis and time is the essence of the project; [vendor name] should maintain sufficient liquidity/funds for timely and smooth execution of the project.

4.3 DUTIES AND OBLIGATIONS OF BECIL

4.3.1. BECIL shall act as coordinator/ Project Management Consultant. Providing timely feedbacks and correspondences with the [Client Name] on the various stages of project deliverables.

4.3.2. To ensure the technical, commercial and administrative coordination of the project.

4.3.3. To lead the contract negotiations of the project with the [Client Name] authority.

4.3.4. In the event of project getting awarded, BECIL shall act as the only channel of communication

between the [Client Name] authority and [vendor name] to execute the project/ Agreement.

4.4. RESPONSIBILITY MATRIX

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

P-Primary Responsibility

S-Secondary Responsibility

J- Joint Responsibility

N- No Responsibility

S.NO.	Description	BECIL	[vendor name]
PRE-BID RESPONSIBILITY			
1.	Pre-bidding site survey, if any	S	P
2.	Fully complied technical bid response preparation as per tender Terms & Conditions.	J	J
3.	Competitive commercial bid preparation as per tender	J	J
4.	Documentation and correspondence with the customer.	P	N
5.	Provisioning of EMD/ Bid Security as per tender requirement.	P	S
6.	Provision of Back to Back EMD except by MSE/Start Ups as per Gol guidelines.	N	P
7.	Provisioning of any other required document for bidding.	J	J
8.	Submission of complete techno-commercial offer to the customer in requisite mode.	J	J
9.	Any Presentation if required during the tender evaluation.	S	P
10.	Any other relevant follow up, correspondence and meetings with customer.	P	S
POST-BID RESPONSIBILITY (In the event of winning the contract)			
1.	Signing of contract with the [Client Name]	P	N
2.	Submission of PBG to [Client Name]	J	J

3.	Submission of back to back PBG to BECIL	N	P
4.	Any relevant follow up, correspondence and meeting with the customer	P	S
5.	Executing the entire Scope of Work to the satisfaction of the [Client Name].	S	P
6.	Providing project finance/working capital for timely execution of the project.	N	P

4.5 COVENANTS: The Parties hereby undertake that in the event the BECIL is declared the selected Bidder and awarded the project, BECIL shall enter into an Agreement with [Client Name] for performing all the obligations as **System Integrator**.

ARTICLE 5: COOPERATION OF THE TRANSACTION

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

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

5.3 The cooperation for execution of the Project between the parties hereto shall be exclusive, i.e., neither of them shall without the other party’s consent - alone or together with another PARTY take part in any agreement or proposal with regard to this tender.

ARTICLE 6: PERIOD OF AGREEMENT

6.1 The term of this agreement shall be for ___ Months (“Term”) from the date of signing of this agreement (“Effective Date”) or till the completion of the project & release of all payments thereof whichever is later. All obligations hereunder shall only apply during the Term of this agreement and to such obligations and commitments in relation to the Tender/Work/Project under the scope of BECIL’s EOI & [Client Name] tender, as may have been undertaken by the Parties during the Term with validity exceeding the Term. The Term of this agreement can be extended by mutual agreement between the Parties, depending upon the requirement

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

ARTICLE 7: PAYMENT AND COMMERCIAL

7.1. BECIL will Provision the EMD to [Client Name] as per the Primary tender requirement.

7.2 [vendor name] will provision for Back to Back EMD of equal amount to BECIL, except in case the [vendor name] is MSME/Start Ups and are exempted from paying EMD as per GOI guidelines.

7.3. BECIL shall furnish Performance Security in the form of PBG as per the terms and conditions of primary tender.

7.4 [vendor name] will furnish back to back performance Security in the form of PBGs to BECIL as per the terms & conditions of the primary tender. The PBG shall remain valid up to 60 days beyond the date of expiry/date of claim of the PBG submitted by BECIL to [Client Name].

7.5. [vendor name] will raise its invoices to BECIL based on milestone completion. BECIL will then raise the invoices to [Client Name] (as per relevant clause of primary tender) after getting the relevant documentary proofs of successful completion of the said milestones from [vendor name].

7.6 BECIL shall be entitled to keep __% of the project value (of bid value including taxes submitted by BECIL to [Client Name]) as its project management consultancy.

7.7 Upon receipt of corresponding payment from the [Client Name], BECIL shall disburse the payment to [vendor name] within 15 days of receipt of the payment from [Client Name] after deduction of BECIL project management consultancy as per clause 7.6 and expenses as per clause 7.9 and BG making charges, if any.

7.8 All Invoices received from [vendor name] would be inclusive of all statutory taxes/ GST. BECIL will consider invoices raised by [vendor name] to submission of all relevant documents and in case the documents are not proper, BECIL is liable to reject the invoices.

7.9 In case BECIL is required to open the offices, the office rent (including the maintenance & electricity charges as applicable) shall be recovered by BECIL from [vendor name]. Also, the Salaries paid to the manpower deployed on the payroll of BECIL, specifically employed for this project shall be recovered from [vendor name].

7.10 Salaries paid to the manpower deployed on the payroll of BECIL and Office rent paid for this project as per clause 7.9 above, shall be recovered by BECIL from the stage-wise Milestone payments payable to [vendor name].

7.11 Notwithstanding anything contained in any other agreement, document, correspondence, arrangement between the parties in respect of [Client Name] Tender/ Works / Projects, [vendor name] understands, agrees and undertakes that:

7.11.1 [vendor name] participated in BECIL's EOI and that all terms & conditions of the BECIL's EOI shall apply to [vendor name].

7.11.2 The payments terms between BECIL & [vendor name] are on back-to-back basis and the payment shall be released by BECIL only if and when received by BECIL from [Client Name] and subject to terms & conditions of agreement and submission of complete required documents.

7.11.3 [vendor name] 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 [Client Name]. BECIL shall not be responsible in any manner whatsoever for any delay in releasing the payments or withholding of payments by [Client Name].

7.11.4 The (day) date of delivery of goods and/or rendering of services by [vendor name] shall be the date or realization of payment from the [Client Name] once the goods and/or services are accepted by

[Client Name] .

7.11.5 The stage wise invoices raised by [vendor name] maybe accepted by BECIL, however, the date of completion of the milestone / delivery of goods or services shall only be recognised for invoice and its payment when the respective acceptance of goods or services and payment thereof is received from [Client Name] .

7.11.6 If in the instant contract, [vendor name] 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 [Client Name] Tender, the [vendor name] agrees to forgo its rights under this Act and Policy.

7.11.7 [vendor name] 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 [vendor name]. Further [vendor name] hereby agrees that BECIL reserves the right for reimbursement of any such cost incurred out of the aforesaid noncompliance(s). [vendor name] will provide proof of payment of GST i.e. GSTR-1, GSTR-3B, etc. for taking GST payment from BECIL against invoices.

7.12 Any sum of money due and payable to [vendor name], under this contract for [Client Name] tender entered between the parties herein whether continuing or completed may be appropriated by BECIL and set off against any claim of BECIL of any nature whatsoever, arising under this contract or any other contract entered into between the parties, herein whether continuing or complete.

7.13 There is also expenses towards Office establishments/ Purchase of fixed assets (with mutual consent) in the project. All such expenditure must be treated as direct expenditure and will be borne by directly [vendor name].

7.14. Payments shall be released to [vendor name] only on satisfactory acceptance of the deliverables by [Client Name] for each task and release of payment by [Client Name] as per the schedule given at clause _____ primary tender of [Client Name] and Corrigendum issued thereof.

ARTICLE 8: GENERAL TERMS & CONDITIONS

8.1 AGENCY

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

8.2 CONFIDENTIALITY AND NON-DISCLOSURE

8.2.1 The System Integrator 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.

8.2.2 The System Integrator recognizes, accepts and agrees that all tangible and intangible information obtained or disclosed to the System Integrator '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 System Integrator 's and/or its facility staff may be privy under or pursuant to this Contract and/or in the course of performance of the System Integrator 's obligations under this Contract shall be treated, as absolutely confidential and the System Integrator 's irrevocably agrees and undertakes and ensures that the System Integrator 's and 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 System Integrator 's obligations hereunder except when required to disclose under due process and authority of law.

8.2.3 The System Integrator s hereby agrees to fully indemnify, defend, and hold BECIL harmless at all times against any and all claims, damages, losses, liabilities, costs, or expenses arising from any breach of this undertaking by the s or their personnel. In the event of such a breach, the s shall promptly reimburse BECIL for any resulting damages, costs, or charges incurred, upon demand, without limitation.

8.2.4 The provisions of the aforesaid clauses and the indemnity contained therein shall survive the termination and expiry of this Contract.

8.4. INTELLECTUAL PROPERTY RIGHTS

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

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

8.5 RISK & COST CLAUSE

8.1 In case of persistent breach/default of the terms and conditions of the Contract and due to abnormal delay (beyond the maximum late delivery in the Liquidated damages clause) in supplies, defective supplies or non-fulfilment of any of the terms and conditions of the 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/Agency.

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

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

8.2.2 Withdrawal from or abandonment of the work by Agency/Bidder before completion of the work as per contract.

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

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

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

8.6 Extension of time

8.6.1 Delivery of the goods and performance of the services, pertaining to the supply, design installation and commissioning work, shall be made by the [Vendor name] in accordance with the time schedule specified by BECIL.

8.6.2 If at any time during performance of the Contract, the [Vendor name] should encounter conditions impeding timely delivery of the goods and timely performance of services, the [Vendor name] shall promptly notify BECIL in writing of the fact of the delay, its likely duration and its cause(s).

8.6.3 As soon as practicable after receipt of the Agency's notice, BECIL shall evaluate the situation and may, at its discretion, extend the [Vendor name]'s time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

8.7 LIQUIDATED DAMAGES

If the [Vendor name] fails to achieve the completion of the work in accordance with the scheduled completion date as given in the RFP 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:

8.7.1 Recover from the [Vendor name] Liquidated Damages equivalent to a sum of 0.5 % of the total Contract Price/Value for each week of delay beyond the scheduled completion date or a higher percentage, applicable on a back to back basis in the event of levy of liquidated damages by the Client on BECIL subject to a deduction of maximum of 10% of the total Contract Price or higher in case if the same is levied by the Client.

8.7.2 If [Vendor name] has completed certain part of the work within the scheduled completion date and if the said part is ready for use and is accepted by BECIL, on the consequent acceptance by the Client, then in that event, Liquidated Damages shall be leviable only on the Contract Price for the balance work remaining incomplete as on the scheduled date of completion.

8.8 Undue Influence

8.8.1 The [Vendor name] 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.

8.8.2 Any breach of the aforesaid undertaking by the [Vendor name] 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 [Vendor name] and recover from the [Vendor name] the amount of any loss arising from such cancellation.

8.9 Unethical Practice

8.9.1 If the [Vendor name] has engaged in corrupt, fraudulent, collusive and coercive practices or defaulted commitments under integrity.

8.9.2 Any intentional omission or misrepresentation in the documents submitted by the [Vendor name] for the purpose of due diligence or for the execution of any act essential for the execution of the Project.

8.9.3 If the [Vendor name] 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:

8.10 Penalty for Unethical Practice and Undue Influence

8.10.1 Forfeiture of Bank guarantee or any other bond or bid security submitted by the [Vendor name].

8.10.2 Cancellation/ termination of the Contract with the liberty to recover the accrued losses/damages from the pending bills raised by the Bidder against the delivery of material and execution of work.

8.10.3 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 [Vendor name].

8.11 PENALTIES

8.11.1 In the event of any penalties, deductions, disincentives, or charges levied by the [Client Name] 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 will be recovered from the bills submitted by the System Integrator.

8.11.2 The System Integrator shall bear the full financial responsibility for such penalties or deductions imposed on BECIL by [Client Name] and will not be entitled to claim any reimbursement or adjustment for the same.

8.12 TERMINATION

8.12.1 Termination of Contract by BECIL due to unsatisfactory performance

8.12.1.1 If the [Vendor name] 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 [Vendor name] to-:

8.12.1.2 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 [Vendor name] by BECIL, with an opportunity to cure the same within a window period of 15 days. That on the non-resolution of deficiency, a notice of termination shall be served on the [Vendor name] and the Contract shall be deemed terminated after a period of 15 days from the date of notice of termination.

8.12.1.3 That the contract shall stand terminated and shall cease to be in force and in effect after a fifteen day period from the date of the notice of termination. The [Vendor name] in consequence of the above, shall stop forthwith any of its work then in progress, except such work as BECIL may, in writing, require to be executed at the designated site/premises.

8.12.1.4 That the whole or part of the performance security furnished by the [Vendor name] is liable to be forfeited without prejudice to the right of BECIL to recover from the [Vendor name] any accruing or incurred losses or damages, on account of termination of contract due to unsatisfactory performance/ delay in execution of work.

8.12.2 Termination due to breach

8.12.2.1 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 [Vendor name], and the contracts shall be deemed terminated after the end of the period of fifteen days from the date of notice of termination.

8.12.2.2 The following sub-clauses shall attract the provision of termination, in the event if -:

- a. If the [Vendor name] has abandoned or repudiated the Contract;
- b. If the [Vendor name] has without valid reason failed to commence work on the project promptly;
- c. If the [Vendor name] 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;
- d. If the [Vendor name] 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;

e. If the [Vendor name] has obtained the contract as a result of ring tendering, or with illegal measures;

f. if the information submitted/furnished by the [Vendor name] is found to be incorrect;

8.12.2.3 That any pending bills/ invoices raised by the [Vendor name] , prior to or post the termination of the contract on account of its breach of terms and conditions shall be put on hold for a period of six weeks, and any amount deducted by the Client against the bills raised by BECIL shall be consequently deducted from the bills raised by the [Vendor name], respectively.

8.12.3 Termination due to Insolvency

8.12.3.1 If the [Vendor name] 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 :-

8.12.3.2 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 [Vendor name] 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.

8.12.4 Termination for Convenience

BECIL can terminate the Agreement by serving a 30 day notice without assigning any cause or reason on the part of [Vendor name]. The contract shall be deemed terminated after a period of 30 days from the date of termination notice.

8.12.5. Termination due to other reasons:

8.8.5.1 If the bid is not submitted.

8.8.5.2 If the tender is withdrawn/ cancelled.

8.8.5.3 If the Project is not awarded to the BECIL

8.8.5.4 In the event the project is successfully completed.

8.13 EFFECTS OF TERMINATION OR EXPIRATION:

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

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

8.13.2 At the disclosing party's request, have one of the officers of the receiving party certify in writing that it has fully complied with the provisions of this clause. For the purpose of this clause, the expression

“Confidential and Proprietary Information” shall be limited to matters of commercial confidence, of Proprietary rights, trade secrets and business secrets and intellectual property but shall not include correspondence exchanged between the parties and contents thereof.

8.14 TAXES

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

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

8.15 THE SYSTEM INTEGRATOR’S LIABILITY AND INDEMNITY

8.15.1 The BECIL shall have no liability whatsoever for any injury/death to the System Integrator and/or its staff caused or suffered during the performance of the System Integrator’s obligations hereunder.

8.15.2 The System Integrator shall be responsible and liable for and shall indemnify BECIL and always keep BECIL indemnified and safe and hold it harmless, against all claims, liabilities, damages, losses, costs, charges, expenses, proceedings, and actions of any nature whatsoever made or instituted against or caused to or suffered by the BECIL directly or indirectly by reason of:

(a) Any wrongful, incorrect, dishonest, criminal, fraudulent or negligent work, default, failure, misfeasance, bad faith, disregard of its duties and obligations hereunder, act or omission of or by the System Integrator and/or any of its facility staff, and/ or,

(b) Any theft robbery, fraud or other wrongful act or omission by the System Integrator and/or any of its staff.

8.15.3 [vendor name] shall indemnify the BECIL from and against any costs, loss, damages, expense, claims including those from other parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Agreement period out of:

(a) Any negligence or wrongful act or omission by [vendor name] or any other Party associated with [vendor name] in connection with or incidental to this Agreement; or

(b) Any breach of any of the terms of the Agreement /tender by [vendor name] as agreed by them.

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

8.15.4 [vendor name] shall also indemnify the BECIL against any privilege, claim or assertion made by other party with respect to right or interest in, ownership, mortgage or disposal of any asset, property etc.

8.15.5 [vendor name] shall also indemnify BECIL in case there is any obstruction or delay in the execution of the project due to the internal dispute among the [vendor name].

8.15.6 BECIL has the right to recover Input Tax Credit loss, due to any misstatement on invoice by the [vendor name].

8.16 ASSIGNMENT AND SUB-CONTRACTING

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

8.16.2 [vendor name] shall not participate directly or indirectly whether in consortium or separately in [Client Name] Tender and shall not quote rates to any other party participating/pre-qualified for the current [Client Name] Tender directly or indirectly through its subsidiary, partnership, ownership, individual firm etc.

8.17 FORCE MAJEURE

8.17.1 No Party will be deemed to be in breach of this agreement, nor otherwise liable to the other for any failure or delay in performance of this agreement if it is due to any event beyond its reasonable control other than strike, lock-out or industrial disputes including but not limited to, acts of God, acts to the public enemy, war, insurrections, riots, strikes, lockouts, sabotage, lightening ,any law, status or ordinance, thereof of any other local authority, or any compliance therewith or any other causes, contingencies of circumstances similar to the above, fire, flood, tempest, epidemics and national emergencies. [vendor name] shall promptly but not later than twenty (20) days thereafter notify the BECIL of the commencement, and cessation of such contingencies and if such contingencies continue beyond three months. Both parties agree upon the equitable solution for termination of this agreement or otherwise decide the course of action to be adopted.

8.17.2 If, at any time, during the continuance of this agreement, the performance in whole or in part by [vendor name] of any obligation under this agreement is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of [Client Name] as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this agreement is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

8.17.3 Event of Force Majeure shall not include:

(a) Strikes, collective bargaining agreements between the [vendor name] or with their employees resulting in a delay in performance of the [vendor name]'s obligations under the agreement and labour disputes of any kinds (other than strikes, labour delay or stoppage or other labour disputes, on an industry wide, region wide or nationwide basis);

(b) Late delivery of services caused by [vendor name] or due to inefficiencies on the part of the [vendor name].

8.17.4 Relief under this Clause shall not be given unless the party intending to claim relief has, by notice to the other party within ten (10) days of becoming aware of an Event of Force Majeure or if later, within ten (10) days of an Event of Force Majeure having an effect upon the performance of such party's obligations under this Contract, informed the other party that it desires to claim relief under this Clause. Such notice shall include such relevant information as is available, including but not limited to, a description of the Event of Force Majeure and the date of its occurrence, the effect of such Event of Force Majeure upon the performance of such party's obligations, the expected duration of such Event of Force Majeure and its effects and the actions it is taking in order to comply with this Clause.

8.17.5 As soon as practicable after the occurrence of an Event of Force Majeure, the Party affected shall:

(a) Use its best endeavours to prevent and reduce to a minimum and mitigate the effects of the Event of Force Majeure, including where appropriate and having recourse to alternate acceptable sources; and

(b) Use its best endeavours to perform its obligations to the maximum extent practicable. Relief under this Clause shall cease to be available to a Party if it fails to use such best endeavours.

8.17.6 Subject to above clauses, the Party affected by an Event of Force Majeure shall be relieved from liability and shall not be construed to be in default in respect of any obligation hereunder to the extent that and for so long as the failure to perform such obligation shall be due to an Event of Force Majeure.

8.17.7 If an Event of Force Majeure has occurred that results in delay in performance of the obligations of the Parties, in excess of thirty (30) calendar days, the Parties may, enter into good faith negotiations regarding adjustments to the relevant terms of this agreement and the agreement signed with [Client Name]. If any Event of Force Majeure prevents, or the Parties agree that such an Event of Force Majeure will prevent, the [vendor name] from fulfilling its obligations under the agreement for a continuous period of more than 60 days. Either Party may terminate this Agreement in accordance with the provisions hereof.

8.18 GOVERNING LAW AND JURISDICTION

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

8.18.2 Where the [vendor name] has not agreed to dispute resolution, the dispute/ claims arising out of the tender and this agreement shall be subject to the jurisdiction of the competent courts at New Delhi, India.

8.19 APPLICABLE LAW AND DISPUTE SETTLEMENT:

The agreement, including but not limited to its conclusion, validity, construction, performance and settlement of the disputes, shall be governed by the laws of India. Any dispute arising from, or in connection with the agreement shall be first endeavoured to be settled through friendly negotiation by all the Parties.

8.20 ARBITRATION CLAUSE

8.20.1 Arbitration/Dispute Resolution

8.20.1.1 That in accordance with the Office Memorandum numbered F. 11212024-PPD dated 03.06.2024, any arbitration dispute/(s)/controversy(s) arising out of or in connection with the procurement contracts issued by BECIL shall be restricted to a dispute with a value/threshold of less than 10 Crore.

8.20.1.2 That in subsequence to the above-said Memorandum the inclusion/invocation of the Arbitration clause with a contract value exceeding the threshold of ten Crore, shall be contingent on the approval of the Managing Director of BECIL.

8.20.2 Conciliation of Dispute

8.20.2.1 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.

8.20.2.2 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.

8.20.3 Reference of Dispute to Arbitration proceeding post conciliation

8.20.3.1 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.

8.20.3.2 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.

8.20.3.3 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,

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

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

8.20.3.6 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.

8.20.3.7 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.

8.20.3.8 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.

8.20.4 Arbitration clause for Settlement of commercial disputes between Central Public Sector Enterprises (CPSEs) inter se and CPSE(s) and Government Department(s)/Organizations(s) – Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD).

8.20.4.1 In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

8.20.4.2 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 terns become applicable on the selected agency.

8.21 RIGHT TO INSPECTION

8.21.1 The BECIL/ Client and its field officers or its Auditors, shall have the right to carry out spot checks and do audit of the System Integrator's premises, personnel and records relating to the integrator to vided to the BECIL/ Client which will include surprise checks to satisfy themselves that there is no compromise on the quality of services provided by the System Integrator to the BECIL and its customers. BECIL has a right to review and monitor the security practices and control procedures adopted by the System Integrator. The System Integrator shall produce and make available all such books, records, information, etc., related to project work for the purpose of Inspection/ audit as and when required.

8.21.2 BECIL shall have the right to review and monitor the performance of the System Integrator 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

8.22 PRINCIPAL-TO-PRINCIPAL CONTRACT

8.22.1 It is clarified that this Contract is on a principal-to-principal basis and does not create and shall not be deemed to create any employer employee or a principal agent relationship between the BECIL and the System Integrator and/or Its facility staff. The System Integrator and/or its facility staff shall not be entitled to, by any act, word, deed or bind the BECIL or hold outer represent that the System Integrator is representing or acting as an agent of the BECIL.

8.22.2 This Contract will bind the successors and permitted assigns of the System Integrator and shall insure of the benefits of the BECIL's successors and assigns.

8.23 NOTICES

8.23.1 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 System Integrator 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).

(a) Any notice or other document which may be given by either Party under the Contract/ Agreement shall be given in writing in person or by pre-paid recorded delivery post, email.

(b) In relation to a notice given under the Contract/ Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

Name: Mr. Binay Kumar Tiwari Designation: Dy. General Manager Address: Broadcast Engineering s India Ltd, C-56/ -17, Sector- 62, Noida- 201307, U.P. Email: binaytiwari@becil.com	Name: Mr. [vendor representative name] Designation: _____ Address: [Vendor Address] Email: [Vendor Email]
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8.23.2 In relation to a notice given under the Contract/ Agreement, a Party shall specify the Parties address for service of notices, any such notice to be copied to the Parties at the addresses set out in this tender.

8.23.3 Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) if delivered between the business hours of 9.00 am and 5.30 pm at the address of the other Party set forth above, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).

8.23.4 Either Party to the Contract may change its address, telephone number, and nominated contact for notification purposes by giving the other Party reasonable prior written notice of the new information and its effective date.

8.24 No Waiver

No failure on the part of the either party hereto to exercise, and no delay on its part in exercising, any right or remedy under this Contract will operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy and the same shall not affect in any manner the effectiveness of any of the provisions of this Contract.

8.25 SURVIVAL

8.25.1 The Rights and obligations under this Agreement that by their nature should survive and will remain in effect after termination or expiration of this Agreement.

8.25.2 Each indemnity and guarantee arising in respect of this agreement survives the performance of obligations arising out of or under this agreement and the termination of this agreement and will continue in force as long as necessary to affect their purpose.

8.26 AMENDMENT

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

8.27 SEVERABILITY

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

8.28 DAMAGES

Once the Bid has been submitted for primary tender of [Client Name], [vendor name] cannot withdraw from the Agreement. Any damage/ loss caused to BECIL due to failure on the part of the [vendor name] to enter into a detailed agreement with [Client Name] shall be borne by the [vendor name] and will be made good by the [vendor name] in case BECIL has to make payment of any damages/penalty to [Client Name].

8.29 LIMITATION OF LIABILITY:

With the exception of any breach of confidentiality obligations, neither party will be liable to the other party for any costs, damages, expenditure, loss of profits, prospective profits of any kind or nature etc. arising from the termination or alleged breach of this agreement or in any manner arising from this agreement.

8.30 By signing this Agreement, BECIL, and [vendor name] acknowledge that it correctly records the understanding they have reached with regard to the Project.

8.31 [vendor name] shall be liable to BECIL to compensate any losses or damages if so suffered by BECIL for any breach of this agreement and/ or action initiated by the [Client Name] for non-performance of the contract.

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

8.33 On award of the work of the [Client Name] tender to BECIL, BECIL may enter into a detailed Inter-se Agreement with [vendor name] based on the terms and Conditions of the agreement, BECIL EOI, [Client Name] tender as well as the Contract signed between BECIL & [Client Name].

8.34 After mutual consultation, a joint team consisting of representatives of the parties will be formed for various activities like, technical discussions, deciding the preparation of final Bid/ offer, terms

& conditions and demonstration of functionality required in the [Client Name] Tender/Work/Project.

8.35 Expenses towards bid preparation would be borne by the individual Parties viz. BECIL and [vendor name] for their respective work. BECIL will not reimburse any such expenses to [vendor name] towards preparation and submission of the bid.

8.36 Notwithstanding anything contained in any other agreement, document, correspondence, arrangement between the parties in respect of [Client Name] Tender/ Works / Projects, the [vendor name] understands, agrees and undertakes that:

8.36.1 At any given point of time, [vendor name] may not assign or delegate its rights, duties or obligations under this agreement to any other party, without prior written consent of BECIL.

8.36.2 In the event of breach of any of the terms & conditions of this agreement or in case of any default of any terms & conditions of this agreement, on the part of [vendor name], BECIL reserves the right to take necessary steps / action as per available documents, including but not limited to, termination of contract, forfeiture of Performance Security / EMD, blacklisting / banning etc. and execute the work at the risk & cost of the [vendor name].

8.37 BRIBERY AND CORRUPTION

It is strictly prohibited to directly or indirectly (through intermediates or subcontractors) offer any bribe or undue gratification in any form to any person or entity and / or indulging in any corrupt practice or create undue influences in order to obtain or retain a business or contract. In case [vendor name] is found indulging in these unethical/unlawful means, the contract with [vendor name] may be terminated including but not limited to forfeiture of EMD/ PBG and/or blacklisting of the firm as deemed suitable to BECIL management.

8.38 INTEGRITY, INDEMNITY & LIMITATION

8.38.1 [vendor name] shall maintain high degree of integrity during its dealings with business/contractual relationship with BECIL. If it is discovered at any stage that any business/ contract was secured by fraud or misrepresentation or suspension of material facts, such contract shall be voidable at the sole option of the competent authority of BECIL. For avoidance of doubts, no rights shall accrue to [vendor name] in relation to such business/contract and BECIL or any entity thereof shall not have or incur any obligation in respect thereof. [vendor name] shall indemnify BECIL in respect of any loss or damage suffered by BECIL on account of such fraud, misrepresentation, or suspension of material facts.

8.38.2 [vendor name] found to be indulging in the unethical/fraudulent practices, violating the code of integrity and the terms and condition of the EOI/Pre-bid Agreement or the successive work order/letter of award shall be eligible to be de-barred as per the department of expenditure guidelines on debarment of firms from bidding.

8.39 CODE OF INTEGRITY AND CONFLICT OF INTEREST

[vendor name] agrees to have understood the Code of Integrity & Conflict of Interest clauses of the EOI and [vendor name] undertakes to comply with the clauses mentioned in the EOI.

8.40 BLACKLISTING/ DEBARMENT

[vendor name] shall be debarred/blacklisted from bidding for the contract/tender/EOI floated by BECIL for a period of two years, for violation of the code of integrity, Conflict of Interest as well as for the material breach of terms and conditions of the tender as per the General Financial Rules 2017 and the Guidelines for debarment of firms from bidding issued by the Department of Expenditure, Ministry of Finance no. F1/20/2018 –PPD dated 02.11.2021.

8.41 COUNTERPARTS

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

8.42 ENTIRE AGREEMENT

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

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

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

On Behalf of BECIL	On Behalf of [vendor name]
(Binay Kumar Tiwari) Dy General Manager	(vendor representative) title
Signature of Witness:	Signature of Witness:
Name:	Name:
Title:	Title:

SCHEDULE 1: DETAILED SCOPE OF WORK

[from client primary tender]