

## EXPRESSION OF INTEREST

FOR

**Selection of Backend Partner for NIT NO.: EE(E)I/Techcell/B/2024-25/01  
for Supply, Installation, Testing & Commissioning of Under Vehicle  
Surveillance System (UVSS) - Automatic Number Plate Recognition System  
(ANPRS) & 360-degree scanning of vehicles and allied works including  
onsite support at NMPA.**

**EOI No. BECIL/RO/NMPA/UVSS/2025-26/01, Dated: 07.05.2025**

**Issued By**

**Usha Mangalgi (GM)**

 <p>बेसिल BECIL</p>	<p><b>Broadcast Engineering Consultants India Limited</b> <b>(A Government of India Enterprise)</b> CIN No. : U32301UP1995GOI017744</p> <p><i>Corporate Office:</i> BECIL BHAWAN, C-56-A/17, Sector-62, Noida-201 307Tel: 0120 4177850, Fax: 0120 4177879</p> <p><i>Head Office:</i> 14-B Ring Road, IP Estate, New Delhi- 110002Tel: 011 23378823, Fax: 01123379885</p> <p><i>Regional Office:</i> #162, II Main, 1st Cross, AGS Layout, RMV II Stage,Bengaluru-560094, Email: bangalore@becil.com Tel: - 080-23415853 Web: www.becil.com</p>	 <p>G20 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**

<b>S No.</b>	<b>Description</b>	<b>Page No.</b>
<b>1.</b>	SECTION-I: INTRODUCTION AND BRIEF DESCRIPTION	<b>4</b>
<b>2.</b>	SECTION-II: IMPORTANT DATES (SCHEDULE AND CRITICAL)	<b>7</b>
<b>3.</b>	SECTION-III: EOI NOTICE & GENERAL TERMS AND CONDITION	<b>10</b>
<b>4.</b>	SECTION-IV: SCOPE OF WORK	<b>23</b>
<b>5.</b>	SECTION-V: ELIGIBILITY CRITERIA AND EVALUATION	<b>24</b>
<b>6.</b>	SECTION-VI: ENCLOSURES AND ANNEXURES	<b>27</b>
<b>i)</b>	ANNEXURE A: PRE-CONTRACT INTEGRITY PACT	<b>27</b>
<b>ii)</b>	ANNEXURE B: BECIL'S BANK MANDATE	<b>32</b>
<b>iii)</b>	ANNEXURE C: PARTICULARS OF THE BIDDER	<b>33</b>
<b>iv)</b>	ANNEXURE D: ANNUAL TURNOVER AND NET WORTH	<b>34</b>
<b>v)</b>	ANNEXURE E: PROFORMA OF LETTER OF UNDERTAKING FOR BID VALIDITY	<b>35</b>
<b>vi)</b>	ANNEXURE F: BID COVERING LETTER	<b>36</b>
<b>vii)</b>	ANNEXURE G: CREDENTIALS SUMMARY	<b>37</b>
<b>viii)</b>	ANNEXURE H: SELF-DECLARATION FOR NON-BLACKLISTING	<b>38</b>
<b>ix)</b>	ANNEXURE I: UNDERTAKING REGARDING PAYMENT OF GST	<b>39</b>
<b>x)</b>	ANNEXURE J: UNDERTAKING FOR POC AND REVERSE AUCTION	<b>40</b>
<b>xi)</b>	ANNEXURE K: POWER OF ATTORNEY	<b>41</b>
<b>xii)</b>	ANNEXURE L : Tentative bill of Quantity	<b>42</b>
<b>xiii)</b>	ANNEXURE M:Price Bid Format	<b>42</b>
<b>xiv)</b>	ANNEXURE O : Land Border Sharing Declaration	<b>43</b>
<b>xvi)</b>	ANNEXURE P : Backend Agreement formats	<b>46</b>

## **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, Handling of social media, PR, Creative content, 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**

New Mangalore Port Authority(NMPA) has floated Tender No.: EE(E)I/Techcell/B/2024-25/01 dated 09.04.2025 for “Supply, Installation, Testing & Commissioning of UVSS - ANPRS & 360-degree scanning of vehicles and allied works including on-site support at NMPA”.

### **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.: EE(E)I/Techcell/B/2024-25/01 dated 09.04.2025 for "Supply, Installation, Testing & Commissioning of UVSS - ANPRS & 360-degree scanning of vehicles and allied works including on-site support at NMPA".
- 3.2 The intent of this EOI is to select a Backend Partner of BECIL, for collaborating with BECIL for preparing a bid and participating in the above-mentioned tender and providing support during execution of work for the bid submitted by BECIL and subsequently execute the project if awarded to BECIL. An MOU/ Agreement will be signed by BECIL with Backend Partner selected through this EOI with requisite scope of work as mentioned above.
- 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 Backend Partner selected through this EOI, may be issued a work order 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 Backend 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 In case the bid submitted by BECIL against the said tender, prepared in collaboration with the Backend Partner selected through this EOI, is accepted and work order issued by client shall be applicable on BECIL and the selected agency in accordance with the agreement signed between BECIL & selected agency. The selected agency shall be jointly and severely responsible for execution of the contract.
- 3.5 **EMD/ Bid Security:** The Bid Security amounting to Rs. 27,29,020/- (Rupees Twenty-seven Lakh Twenty-Nine Thousand Twenty only) will be in the form of online transfer. Exemptions and benefits applicable to Micro and Small Enterprises (MSEs) under this tender will be extended only to those vendors who are registered as MSEs in the same line of business or field relevant to the subject work/scope of the tender. MSEs registered for activities unrelated to the tendered goods or services will not be considered eligible for such exemptions. 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.
- 3.6 **Performance Bank Guarantee (PBG):** In case the Tender No. EE(E)I/Techcell/B/2024-25/01, Date: 09.04.2025 tender is awarded to BECIL, the PBG as applicable shall be payable by the selected bidder/Backend Partner 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".

3.7 All payments in the Project to the selected agency shall be made strictly on a back-to-back basis, subject to the receipt of corresponding payments from the Client. Furthermore, payments shall only be released upon certification of the relevant work or deliverables by the Client.

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

3.9 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.

3.10 The decision to engage the successful bidder as Backend Partner shall be taken by the Competent Authority of BECIL and accordingly the respective agreement shall be signed.

3.11 Bidders are advised to go through the Scope of Work and terms & condition of the Tender No. EE(E)/Techcell/B/2024-25/01, Date: 09.04.2025 to understand the requirement and challenges associated with locations prior to submitting their bids.

3.12 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.

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

3.14 The selected bidder must pay the fees to the BECIL, which were paid by BECIL over CPP Portal

3.15 **Delivery and Payment Terms:**  
The date of delivery of goods and/or rendering of services by bidder shall be deemed to be the date on which payment is realized from the clients/End User /Customer, provided that the goods and/or services have been duly accepted by the clients/End User /Customer.

3.16 **MSME Benefits Waiver:**

In cases where the bidder is acting solely as a trader, reseller, distributor, authorized agent, and/or is engaged in the execution of a Works Contract, no benefits under the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006, or the Public Procurement Policy (PPP), 2012, as per the MSE Guidelines issued by the Ministry of MSME, shall be applicable. This inapplicability arises due to the acceptance of back-to-back payment terms as stipulated above. By agreeing to the terms and conditions of the Client's/End User's/Customer's Tender, the bidder expressly and irrevocably waives any rights or claims to benefits under the aforesaid Act and Policy.

## SECTION –II

### 1. IMPORTANT DATES (SCHEDULE AND CRITICAL DATES)

S. N	ACTIVITY	SCHEDULED DATE & TIME
1.	EOI Number	BECIL/RO/NMPA/UVSS/2025-26/01
2.	Date of Issue of EOI	07.05.2025
3.	Last date and Time for Submission of bids	10.05.2025 upto 15:00 hours
4.	Opening of Bid date and time	10.05.2025 upto 15:30 hours
5.	Availability of Document	<a href="https://www.becil.com">https://www.becil.com</a> ; <a href="https://becil.euniwizard.in">https://becil.euniwizard.in</a>
6.	E-tender Portal Fee (Non-refundable)	INR 3,540/- E-tender Portal Fee (non-transferrable & non-refundable) payable through online e-Portal
7.	Bidder Enrolment Fee (Non-refundable)	INR 2360/- Bidder Enrolment Registration fee (non-transferrable & non-refundable) payable through online e-Portal
8.	RFP document Fee (Form Fee) (Non- Refundable)	INR 17,700/- (incl GST) Form Fees (non-transferrable & non-refundable) payable through online e-Portal
9.	EMD/ Bid Security	<b>INR 27,29,020/-</b> to be submitted along with bid documents in the form of online transfer to BECIL account (Annexure-B, Bank mandate form).
10.	Address for Communication of bids	#162, II Main, 1st Cross, AGS Layout, RMV II Stage, Bengaluru-560094
11.	Contact details for this EOI	Usha Mangalgi, General Manager Tele-080-23415853 Email- <a href="mailto:usha@becil.com">usha@becil.com</a>

**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](http://www.becil.com) & <https://becil.euniwizard.in>. Bidders are advised to check the website for updates in this regard.

### 2. INSTRUCTIONS FOR E-TENDERING PORTAL OF BECIL

#### **2.1.1 E-TENDER PORTAL FEE**

The bidder has to pay a non-refundable e-tender portal fee amounting to **INR 3,540/-** (Non-refundable) by way of on-line payment on e-tender portal before submission of the proposal.

## 2.1.2 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 EOI 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.euniwizard.in>

## 2.1.3 E-TENDERING PROCEDURE

**2.1.3.1** 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.euniwizard.in>. These will be invited for online Bids. Bidder Enrolment can be done using "Bidder Enrolment".

**2.1.3.2** 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.euniwizard.in> the e-tendering portal as per uploaded bid.

**2.1.3.3** More information useful for submitting online bids on may be obtained at: <https://becil.euniwizard.in>

## 2.1.4 GUIDELINES FOR REGISTRATION ON PORTAL

**2.1.5** 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).

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

**2.1.7** 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.

**2.1.8** 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.

**2.1.8.1** Only valid DSC should be registered by a bidder. Please note that the bidders are Responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

**2.1.8.2** 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.

**2.1.8.3** The scanned copies of all original documents should be uploaded in pdf format on portal <https://becil.euniwizard.in>

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

Helpdesk Number: Tel 011-49606060 , 9355030616, 9560364871

## 2.1.9 SEARCHING FOR TENDER DOCUMENTS ON PORTAL

**2.1.10** There is various search options built in the e-tender Portal, to facilitate bidders to search active



tenders by several parameters.

- 2.1.11** 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.
- 2.1.12** PREPARATION OF BIDS ON PORTAL
- 2.1.13** Bidders should take into account any corrigendum published on the tender document before submitting their bids.
- 2.1.14** Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- 2.1.15** 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.
- 2.1.16** 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.
- 2.1.17** 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.
- 2.1.18** SUBMISSION OF BIDS ON PORTAL
- 2.1.19** 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.
- 2.1.20** 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.
- 2.1.21** Bidder has to select the payment option as "e-payment" to pay the tender fee / EMD As applicable and enter details of the instrument.
- 2.1.22** 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.
- 2.1.23** 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.
- 2.1.24** 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.

#### **2.1.25 CLARIFICATION**

For any clarification related to using the portal, you may visit the below link: <https://becil.euniwizard.in>

**2.1.26** 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.

**2.1.27** 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.

**2.1.28** Please feel free to contact euniwizard helpdesk (as given below) for any query related to **E-tendering Phone No. 011-49606060, Mail id: - [helpdesk@euniwizard.com](mailto:helpdesk@euniwizard.com)**

### **SECTION –III**

## **EOI NOTICE & GENERAL TERMS AND CONDITION**

### **1. EOI NOTICE**

**a.** Broadcast Engineering Consultants India Limited (BECIL) invites Expression of Interest (EOI), through online mode, for selection of a Backend Partner of BECIL, for collaborating with BECIL for preparing a bid and participating in the tender for Tender No. EE(E)I/Techcell/B/2024-25/01, Date: 09.04.2025 floated by NMPA.

**b.** 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.

**c.** The representative of agency will require a specific authorization/ board resolution to submit the EOI, EOI No. BECIL/RO/NMPA/UVSS/2025-26/01, Dated: 07.05.2025.

**d.** 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 01 day of issue of EOI. Except for any written clarification by Usha Mangalgi, GM, 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.

**e.** 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.

**f.** 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

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

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

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

j. **For Backend:** ( Applicable)

## 2. SUBMISSION OF EOI

- a. EOI, complete in all respects, must be submitted online on the <https://becil.euniwizard.in>.
- b. 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.
- c. As the Expression of Interest (EOI) must be submitted by a specified date and time, late submissions will not be accepted.
- d. 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.euniwizard.in> and should be taken into consideration by the prospective bidders while preparing their EOI.
- e. 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.
- f. 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.
- g. The EOI should be duly signed on each page by authorized person. Documents authorizing the signatory /Power of Attorney must accompany the bid.
- h. The EOI complete in all respects must be submitted with requisite information and annexure(s). The EOI should be free from ambiguity, change or interlineations. Incomplete EOI will not be considered and is liable to be rejected without making any further reference to agency/ bidder.
- i. Bidders have to take into account any changes/ amendments made in the end client’s
  - a. Tender / RFP through corrigendum till date of submission of bid in response of EOI.

<b>2.1 Checklist of documents/information to be submitted</b>	
(a)	Bidder Particulars as per format. Profile of the company/bidder/firm.
(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 (Certificate from a Chartered Accountant.
(e)	ITR Acknowledgment for last 3 years i.e. FY 2021-22; 22-23; 23-24. Certificate of financial capability/credit facility issued by bank.
(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 dept 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.
(r)	Undertaking for payment of EMD/ Bid Security if selected or claiming EMD exemption under startup and MSME enclosing the relevant documents
(s)	Duly filled Unit wise rates in Tentative Bill of Material attached at <b>Annexure 'L'</b>
(t)	Duly filled Total price as per Annexure 'M'

### **3. OPENING OF EOI**

- a. The bids submitted against this EOI shall be opened on 16.04.2025 @ 03:00AM. BECIL reserves the right to change the date of opening of bid.
- b. 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.

### **4. GENERAL TERMS & CONDITIONS OF EOI**

- a. All bids are to remain valid for minimum of 120 days from the date of submission. BECIL reserve the right to seek the extension of bid validity.
- b. 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.euniwizard.in> BECIL reserves the right to cross verify the information directly with client.

- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.

**h. Intellectual Property Rights:**

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

**a. The bidder shall submit an undertaking on their letter-head stating that:**

- i. "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:
- ii. "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.

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

## **5. 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.

## **6. 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.

## **7. 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.

## **8. 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 debarred as per the department of expenditure guidelines on debarment of firms from bidding.

## **9. CODE OF INTEGRITY**

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

- a. 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.
- b. Any omission, or misrepresentation that may mislead or attempt to mislead so that a financial or other

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

- c. Any collusion bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
- d. 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.
- e. 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.
- f. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g. Obstruction of any investigation or auditing of a procurement process.
- h. Making false declaration or providing false information for participation in a tender Process or to secure a contract.

## **10. 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:

- a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- b. receives or have received any direct or indirect subsidy/ financial stake from another bidder; or
- c. Has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorized Distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or
- d. has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or
- e. Participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or
- f. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Detailed 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.

## **11. 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.

## **12. Risk & Cost Clause:**

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

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

- a. 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.
- b. Withdrawal from or abandonment of the work by Agency/Bidder before completion of the work as per contract.
- c. Non completion of work/ Non-supply by the Agency/ Bidder within scheduled completion/delivery period as per EOI or as extended from time to time, for the reason attributable to the Agency/ Bidder.
- d. Termination of Contract on account of any other reason (s) attributable to Agency/ Bidder.
- e. Assignment, transfer, subletting of Contract by the Agency/Bidder without BECIL's written permission resulting in termination of Contract or part thereof by BECIL.



### **13. Penalties:**

In the event of any penalties, deductions, disincentives, or charges levied by the NMPA (end Client) due to poor or substandard quality of work, non-compliance with service standards, or any deficiencies related to the assigned scope of work, the same will be recovered from the bills submitted by the Backend Partner. The Backend Partner shall bear the full financial responsibility for such penalties or deductions imposed on BECIL by NMPA (end client) and will not be entitled to claim any reimbursement or adjustment for the same.

### **14. Confidentiality and non-disclosure:**

- a. The Backend Partner 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.
- b. The Backend Partner recognizes, accepts and agrees that all tangible and intangible information obtained or disclosed to the Backend Partner 's and/or its staff, including all details, documents, data, business/ customer information and
- c. the BECIL 's practices and trade secrets (all of which are hereinafter collectively referred to as "confidential information") which may be communicated to the Backend Partner 's and/or its facility staff may be privy under or pursuant to this Contract and/or in the course of performance of the Backend Partner 's obligations under this Contract shall be treated, as absolutely confidential and the Backend Partner 's irrevocably agrees and undertakes and ensures that the Backend Partner '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 Backend Partner 's obligations hereunder except when required to disclose under due process and authority of law.
- d. The Backend Partner 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 Backend Partner or their personnel. In the event of such a breach, the Backend Partner shall promptly reimburse BECIL for any resulting damages, costs, or charges incurred, upon demand, without limitation.
- e. The provisions of the aforesaid clauses and the indemnity contained therein shall survive the termination and expiry of this Contract.

### **15. The Backend Partner's Liability and Indemnity:**

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

- i) Any wrongful, incorrect, dishonest, criminal, fraudulent or negligent work, default, failure, misfeasance, bad faith, disregard of its duties and obligations hereunder, act
- ii) or omission of or by the Backend Partner and/or any of its facility staff, and/or,
- iii) Any theft robbery, fraud or other wrongful act or omission by the Backend Partner and/or any of its staff.

## **16. Right to Inspection:**

- a. The BECIL/CLIENT and its field officers or its Auditors, shall have the right to carry out spot checks and do audit of the Backend Partner's premises, personnel and records relating to the agency provided to the BECIL/NMPA which will include surprise checks to satisfy themselves that there is no compromise on the quality of services provided by the Backend Partner to the BECIL and its customers. The BECIL has a right to review and monitor the security practices and control procedures adopted by the Backend Partner. The Backend Partner 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.
- b. The BECIL shall have the right to review and monitor the performance of the Backend Partner on a continuous basis. The Backend Partner shall Furnish necessary particulars, statements, etc., as desired by the BECIL in a periodical manner for the purpose of assessment of their performance.

## **17. TERMINATION**

### **17.1 Termination of Contract by BECIL due to unsatisfactory performance**

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

- a. 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 Backend Partner 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 Backend partner and the Contract shall be deemed terminated after a period of 15 days from the date of notice of termination.
- b. 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 Backend partner 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.
- c. That the whole or part of the performance security furnished by the Backend partner is liable to be forfeited without prejudice to the right of BECIL to recover from the Backend partner any accruing or incurred losses or damages, on account of termination of contract due to unsatisfactory performance/ delay in execution of work.

### **17.2 Termination due to breach**

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

- iv.If the Backend partner defaults in proceeding with the works/job with due diligence and continues to do so after a notice in writing of fifteen (15) days from Becil;
  - v.If the Backend partner has obtained the contract as a result of ring tendering, or with illegal measures; f. if the information submitted/furnished by the Backend partner is found to be incorrect;
- c. That any pending bills/ invoices raised by the Backend partner prior to or post the termination of the contract on account of its breach of terms and conditions shall be put on hold and any amount deducted by the Client against the bills raised by BECIL shall be consequently deducted from the bills raised by the Backend partner, respectively.

### **17.3 Termination due to Insolvency**

If the Backend partner 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:-

- a. 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 Backend partner or to give the Receiver or liquidator or other person, the option of carrying out the contract subject to it providing a guarantee upto an amount to be agreed upon by BECIL for due and faithful performance of the contract.

### **17.4 Termination for Convenience**

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

### **17.5. 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.

## **18.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.

## **19.Principal-To-Principal Contract:**

- a. 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 Backend Partner and/or its facility staff. The Backend Partner and/or its facility staff shall not be entitled to, by any act, word, and deed or bind the BECIL or hold out or represent that the Backend Partner is representing or acting as an agent of the BECIL.

- b. This Contract will bind the successors and permitted assigns of the Backend Partner and shall insure of the benefits of the BECIL's successors and assigns.

## **20. 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 Backend Partner 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).

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.
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:
  - i. 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.
  - ii. 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 07 days from the date of posting (if by letter).
  - iii. 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.

## **21. 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.

## **22. Amendment:**

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

## **23. Arbitration: Arbitration/Dispute Resolution Deleted**

### **23.1 Conciliation of Dispute**

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

### **23.2 Reference of Dispute to Arbitration proceeding post conciliation**

- a. In the event of failure in mutual resolution of the issue, any dispute(s)/ controversy(s)/ issue(s) arising out of or in connection with the contract, including any question regarding its existence or validity shall be referred to and finally resolved by Arbitration administered by the Delhi International Arbitration Centre as per the Delhi International Arbitration Centre proceeding Rules 2023.
- b. The Aggrieved party wishing to refer a dispute to Arbitration shall give a notice to the Defaulting Party specifying all the points of dispute(s) with details of corresponding the claim amount.
- c. The Arbitration Proceeding shall commence within a span of thirty days from the date of receipt of Invocation Notice complete in all respects as mentioned above,
- d. The dispute(s)/ difference(s)/controversy(s) shall be adjudicated by a single/sole Arbitrator Empanelled with the Delhi International Arbitration Centre.
- e. The seat of Arbitrations shall be at New Delhi and the Arbitration proceeding shall be conducted in English.
- f. The award of Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by both the parties.
- g. The provision of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time shall apply to the Arbitration proceedings under this Contract.
- h. That any claim of damage(s) or loses(s) incurred by BECIL as a consequence of the invocation of the litigation/arbitration proceeding owing to the suspension or abandonment of work by the Bidder/Agency shall be reimbursed by the Bidder/Agency.
- i. 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).

- j. 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.
- k. 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 terms become applicable on the selected agency.

## **24. Undue Influence**

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

## **25. Unethical Practice**

- a. If the bidder has engaged in corrupt, fraudulent, collusive and coercive practices or defaulted commitments under integrity.
- b. 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.
- c. 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.

## **26. Penalty for Unethical Practice and Undue Influence**

- a. Forfeiture of Bank guarantee or any other bond or bid security submitted by the Backend Partner.
- b. Cancellation/ termination of the Contract with the liberty to recover the accrued losses/damages from the pending bills raised by the Backend against the delivery of material and execution of work from this contract or any other contract/ work order issued by BECIL to the Bidder/ Backend partner.
- c. 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 Backend Partner.

## 27. Extension of time

- a. Delivery of the goods and performance of the services, pertaining to the work, shall be made by the Backend partner in accordance with the time schedule specified by BECIL.
- b. If at any time during performance of the Contract, the Backend partner should encounter conditions impeding timely delivery of the goods and timely performance of services, the Backend partner shall promptly notify BECIL in writing of the fact of the delay, its likely duration and its cause(s).
- c. As soon as practicable after receipt of the Backend partner's notice, BECIL shall evaluate the situation and may, at its discretion, extend the Backend partner's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

## 28. Liquidated Damages

If the Backend partner's fails to achieve the completion of the work in accordance with the scheduled completion date as given in the EOI 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:

- a. Recover from the Backend partner's 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.
- b. If Backend partners have 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**

### **1. SCOPE OF WORK/SCHEDULE OF REQUIREMENTS**

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 No.** EE(E)/Techcell/B/2024-25/01 dated 09.04.2025

**In CPP Portal Website:** <https://eprocure.gov.in/eprocure/app>

2. **All the Annexures attached in this EOI must be submitted by Bidder along with the bid in addition to the Annexures required from Client's tender document as mentioned in Eligibility Criteria.**

## SECTION –V

### 1. ELIGIBILITY CRITERIA AND EVALUATION

S. No	Eligibility Criteria	Documents to be submitted
1	a. Bidder of the Backend should be a registered company/s and shall have a registered office (under the Companies Act 1956/ 2013 with Registrar of Companies) in India at the time of submission of the Bid. b. Bidder Backend shall not separately participate directly or indirectly in another bid in the same bidding process.	Certificate of Incorporation
2	Bidder Backend must be in possession of a valid GST number and must have a valid PAN Number.	PAN card and GST Certificate
3	Bidding agency must have an office in the Karnataka, with adequate staff strength, including both a servicing and creative team, for implementing the contract.	Undertaking on letterhead of the company stating details of their Karnataka office with a break-up of all the staff, team, designation, etc. and communicating acceptance for implementation of contract.
4	The bidding agency must have a minimum <b>average annual turnover</b> equivalent to <b>₹10 Cr</b> during the <b>last</b> three financial years. The bidding agency should be a profit-making entity in the last three financial years i.e. FY 2021-22, FY 2022-23, FY2023-24.	Agency to submit Financial Statement for respective years along with CA Certificate, Certificate from a Chartered Accountancy Firm (To be attached ) clearly stating Net Profit.
5	Bidder should have handled at least one CCTV Surveillance project in any govt organization and must meet the following criteria in the last 5 years as on 28 <sup>th</sup> Feb 2025: • One Project with contract value of more than ₹6.0 Crore or • Two Projects with a minimum contract value of ₹3.0 Cr each	Work order OR CA certificate with UDIN number justifying the work order value (excluding media cost value) based on invoices raised to and payment received from client. OR Work completion certificate from the client clearly mentioning the value and nature of work
6	The bidding agency should agree to undertake the assignment in accordance with the Scope of Work and Terms and Conditions of the Tender Document no.EE(E)I/Techcell/B/2024-25/01, Date:09.04.2025	Undertaking on letterhead of the company clearly stating acceptance for implementation of work in accordance with the Scope of Work and as per the terms and conditions of the Tender Document no.EE(E)I/Techcell/B/2024-25/01, Date: <u>09.04.2025</u>
7	Bidder should not be under a Declaration of Ineligibility for Corrupt or Fraudulent practices with any Government departments/agencies/ ministries or PSUs and should not be blacklisted by any government departments/agency/ Ministries or PSUs as on date of bid submission.	Self-certified undertaking from authorized signatory to be submitted on company letterhead.
8	Bidder should not be under liquidation.	Bidder to upload undertaking to this effect with bid. To be attached
9	Buyer Organization specific Integrity Pact shall have to be complied by the bidders.	Bidders shall have to upload a scanned copy of the duly signed integrity pact as per Buyer organizations policy along with bid documents. As Per Annexure-E of the Tender Document no. GEM/2025/B/5982664 dated 04.03.2025



10	Bidder to submit Earnest Money Deposit (EMD) as mentioned in the bid document.	Bidder must upload scanned copy of proof of online payment for EMD along with bid.
11	Bidder must submit undertaking for doing work and supporting BECIL during execution of work.	Undertaking on non-judicial stamp paper as per Annexure-J of this EOI
12	Minimum experience of 05 years in work relating to Surveillance System and IT/ITes Projects	Work order OR CA certificate with UDIN number justifying the work order value (excluding media cost value) based on invoices raised to and payment received from client. OR Work completion certificate from the client clearly mentioning the value and nature of work
13	Minimum experience of 05 years in work relating to CCTV Surveillance System in any government sector State or Central.	Work order OR CA certificate with UDIN number justifying the work order value based on invoices raised to and payment received from client. OR Work completion certificate from the client clearly mentioning the value and nature of work
14	Team Member Profile	Total No. of Team Members
	As per the On-Site Team Member Details shared in Annexure	10
15	Bidder must have the solvency / credit facility (fund based or non-fund) based from the bank financial capability from the bank for minimum value of INR 14 Cr.	Certificate / Sanction letter/Undertaking from the Bank with tender reference.

## 2. PRELIMINARY EVALUATION

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

## 3. EVALUATION PROCESS

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.

3.1 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.
- 3.2 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.
  - 3.3 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.
  - 3.4 Evaluation of proposals shall be based on:
    - 3.4.1 Information contained in the proposal, the documents submitted there to and clarifications provided, if any.
    - 3.4.2 Experience and Assessment of the capability of the bidders based on past record.
  - 3.5 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.
  - 3.6 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.
  - 3.7 Even though bidder satisfy the necessary requirements they are subject to disqualification if they have:
    - 3.7.1 Made untrue or false representation in the form, statements required in the EOI document.
    - 3.7.2 Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.
  - 3.8 The Financial Evaluation of the Bidders will be done only for those who qualify the Eligibility Criteria and other mentioned criteria of the EOI.

#### **4. FINANCIAL EVALUATION:**

- 4.1 Bidders are advised to quote the unit wise rate in the tentative BOQ as per Annexure 'L' for the required services. The successful bidder will be determined based on the lowest offered rates ranked as L-1.
- 4.2 Financial to be quoted as per the Price bid format at Annexure- L & M.
- 4.3 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
- 4.4 A Pre-Bid agreement/Backend shall be signed by BECIL with the successful declared L1 bidder.
- 4.5 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**

..... here in after 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. The Principal may appoint competent and credible Independent External Monitors 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 has not been made.

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

**BANK MANDATE FORM**

**ब्रॉडकास्ट इंजीनियरिंग कंसल्टेंट्स इंडिया लिमिटेड**  
(सूचना एवं प्रसारण मंत्रालयके अधिन, भारत सरकार का उद्यम) (मिनि रल) (CIN - U32301UP1995GO1017744)  
**BROADCAST ENGINEERING CONSULTANTS INDIA LIMITED**  
(PUBLIC SECTOR UNDERTAKING OF MINISTRY OF INFORMATION & BROADCASTING, GOVERNMENT OF INDIA) (A MINORITY COMPANY)  
रीजनल कार्यालय (दक्षिण) : १६२, २ मेपिन रोड, १ क्रॉस, ए.एस. लेआउट, आर.एम.वि.२ स्टेज, बंगलूरु- ५६० ०९४. कर्नाटक  
Regional Office (South) : No-162, 2nd Main, 1 Cross, AGS Layout, RMV 2nd Stage, Bangalore - 560 094.  
Phone/Fax : +91-80-23415853 E-mail : bangalore@becil.com

**Annexure-III****MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT.**

- Name of the Bidder: Usha Mangalgi, GM, BECIL RO
- Address of the Bidder: House No. 162, II Main, I Cross, AGS Layout, RMV II Stage,  
City: Bangalore,  
Pin Code: 560094  
E-mail Id: usha@becil.com  
Permanent Account Number: AAACB2575L
- Particulars of Bank:

Bank Name	UNION BANK OF INDIA	Branch Name	Bangalore Raj Mahal Vilas
Branch Place	Bangalore	Branch City	Bangalore
Pin Code	560094	Branch Code	0905828
MICR No.	560026 124	IFSC Code	UBIN0905828
(Digital Code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your Bank for ensuring accuracy of the Bank Name, Branch Name and Code Number.			
RTGS CODE	U	B	I N 0 9 0 5 8 2 8
Account Type	Savings		Current Yes
Account Number (as appearing in the Cheque Book.	5	1	0 3 3 1 0 0 1 2 7 2 0 5 2

- Date from which the mandate should be effective.

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information. I shall not hold Company responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through SBI Net / RTGS transfer/NEFT. I agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank for such e-transfer shall be borne by us.

Place: Bangalore

*Usha*  
Signature of the Party / Authorized Signatory

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

Bankers Stamp

इसे युनियन बैंक ऑफ इंडिया For Union Bank of India  
Signature of the Authorized official from the Bank  
सहायक प्रबंधक Assistant Manager  
आर.एम.वी. एक्स. ब्रांच, बंगलूरु - 560 094  
R. M. V. Extn. Branch, Bangalore - 560 094.

An ISO-9001:2015, ISO 27001:2013, ISO / IEC 20000:2012 Certified Company

Head Quarters BECIL Bhavan, 56-A/17, Block C Sector 62, NOIDA-201 301. U.P. Tel 0120-4177850, Fax : 0120-4177879 :: E-mail becil@vsnl.net  
मुख्यालय : बेसिल भवन, ५६-ए/१७, ब्लॉक सी, सेक्टर ६२, नोइडा-२०१ ३०१. उत्तर प्रदेश

**Annexure - C****Particulars of the Bidder**

1.	Name of company/bidder	
2.	Office Address /Telephone No / Fax No / email id / website	
3.	Year of establishment	
4.	Status of the Company/bidder	
5.	Name of Directors	i)
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 employer's 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: \_\_\_\_\_



Annexure – D

Annual Turnover & Net worth

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

To  
The General Manager  
Broadcast Engineering Consultants India Limited  
#162, II Main, 1st Cross, AGS Layout, RMV II Stage, Bengaluru-560094  
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: \_\_\_\_\_

**Annexure – E**

**Performa of letter of Undertaking for Bid Validity**

To  
General Manager  
Broadcast Engineering Consultants India Limited  
#162, II Main, 1st Cross, AGS Layout, RMV II Stage, Bengaluru-560094

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

I/We hereby submit our Bid and undertake to keep our Bid valid for the period of 120 days from the date of submission of the Bid.

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

Signature of Authorized Signatory

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

**Annexure - F**

**Bid Covering Letter**

To  
General Manager  
Broadcast Engineering Consultants India Limited  
#162, II Main, 1st Cross, AGS Layout, RMV II Stage, Bengaluru-560094

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 <180> days as stipulated in the EOI document.

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

Signature of Authorized Signatory

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

**Annexure - G**

**Credentials Summary**

<b>S. No.</b>	<b>Project Name</b>	<b>Client Name</b>	<b>Client Type</b>	<b>Project Value (in INR)</b>	<b>Documentary evidence provided (Yes or No)</b>	<b>Project Status (Completed or Ongoing or Withheld)</b>
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  
#162, II Main, 1st Cross, AGS Layout, RMV II Stage, Bengaluru-560094

We, M/s. ----- hereby declare that the firm/company namely M/s. -----  
--

-----, as on the date of bid submission, has not been blacklisted or debarred by any of the Central Government or State Government or any organization under Central/ State Government or any Statutory Authority, or any Public- Sector Undertaking.

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

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

Yours faithfully For,

Signature of Authorized Signatory Place: \_\_\_\_\_ Date: \_  
Address: \_\_\_\_\_ Mobile: \_\_\_\_ Email ID: \_\_\_\_\_

**Annexure - I**

**Undertaking Regarding Payment Of GST/ Filing of GST Return**

Ref.....

Date To,

The General Manager,  
Broadcast Engineering Consultants India Limited,  
#162, II Main, 1st Cross, AGS Layout, RMV II Stage, Bengaluru-560094

**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: \_\_\_\_\_

**UNDERTAKING FOR POC AND REVERSE AUCTION**

(Notarized on Non-Judicial Stamp paper of Rs 100)

We have thoroughly reviewed the requirements outlined in the tender documents and we hereby undertake to successfully complete the work at the client's premises as and when required by BECIL.

We acknowledge and fully understand the critical importance of meeting all technical and execution requirements outlined in the tender, particularly for the NMPA project. We further confirm that we will adhere to the established timeline and quality standards while executing the work.

We fully recognize that any failure to meet the tender specifications, including but not limited to non-compliance in executing the work or support BECIL or any refusal to proceed with the NMPA project after the award of work to BECIL, will result in the forfeiture of our Earnest Money Deposit (EMD), Bank Guarantee (BG), or any equivalent security submitted by us. Additionally, such non-compliance may lead to the blacklisting of our company. We also indemnify BECIL for any other losses above the forfeited amount.

Signature of Authorized Signatory on behalf of Agency

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:



(Annexure- L)

**BILL OF QUANTITIES(as per end clients tender)**

**Tender No: EE(E)-I/Techcell/B/2024-25/01, Date : 09.04.2025**

**Name of Work :**

**Supply, Installation, Testing & Commissioning of UVSS-ANPRS & 360-degree scanning of vehicles and allied works including onsite support at NMPA**

Sl. No.	Item Description	Qty.	Unit	Rate (Rs.)	GST %	Amount (Rs.)
Part - I (SITC)						
1	Supply, Installation, Testing & Commissioning of complete UVSS-ANPRS & 360 <sup>0</sup> scanning of vehicles, including all the activities / works required to complete the commissioning of the system in full shape as per the detailed scope of work & Technical Specifications.	10	Set			
Part - II (Onsite Support)						
1	Deployment of 4 Nos. onsite support Engineers ( 1 in each shift + 1 for General Shift) in a day for maintenance of complete surveillance system of UVSS - ANPRS & 360 <sup>0</sup> scanning of vehicles at NMPA for 5 years from the date of commissioning.	60	Month			
				Total		

Signature of Authorized Signatory on behalf of Agency Address:

Mobile: \_\_\_\_\_ Email ID: \_\_\_\_\_

**(Annexure- M)**

**PRICE BID FORMAT**

<b>Sl</b>	<b>Item Description</b>	<b>Qty</b>	<b>Total Price offered for the complete Project as per full Scope of Work (Inclusive of GST)</b>
<b>1</b>	Selection of Backend Partner for NIT NO.: EE(E)/Techcell/B/2024-25/01 for Supply, Installation, Testing & Commissioning of Under Vehicle Surveillance System (UVSS) - Automatic Number Plate Recognition System (ANPRS) & 360-degree scanning of vehicles and allied works including onsite support at NMPA.	<b>1 Job</b>	

Signature of Authorized Signatory on behalf of Agency Address:  
Mobile: \_\_\_\_\_ Email ID: \_\_\_\_\_

**ANNEXURE - O**

**Land Border Sharing Declaration**  
**(To be submitted on bidder's letterhead)**

I) \*Any bidder from a country which shares a land border with India will be eligible to bid in the tender only if the bidder is registered with the Competent Authority (The Registered Committee constituted by the Department for Promotion of Industry and Internal Trade).

II) Bidder means any person or firm or company, including any member of a Backend or joint venture (that is an association of several persons, or firms, or companies), every artificial judicial person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person participating in a procurement process.

III) "Bidder from a country which shares a land border with India" for the purpose of this order means:-

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary controlled through entities incorporated, established or registered in such a country, or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country, or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An India (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A Backend or joint venture where any member of the Backend or joint venture falls under any of the above.

IV) The beneficial owner for the purpose of (iii) above will be as under:-

- 1) In case of a company or limited liability partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercise control through other means.

Further explanation:

- a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint majority of the director or to control the management or policy decision including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;

- 2) In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting

alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who , whether acting alone or together, or through one or more judicial person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5) In case of a trust, the identification of beneficial owners(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V) An agent is a person employed to do any act for any another, or to represent another in dealings with third persons.

VI) The successful bidder shall not be allowed to sub contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

VII) A bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the competent authority, as it is not regarded as sub-contracting.

VIII) However, in case a bidder has proposed to supply finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the competent authority.

IX) The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

---

Bidder to furnish stipulated documents is support of fulfillment of qualifying criteria. Non- submission or incomplete submission of documents may lead to rejection of offer.

All experience, past performance and capacity/ capability related/ data should be certified by the authorized signatory of the bidder firm. The credentials regarding experience and past performance to the extent required as per eligibility criteria submitted by bidder may be verified from the parties for whom work has been done.

We confirm that, we are competent and legally authorized to submit the tender and / or to enter into legally binding contract. We.....(Name of the company) have submitted the required documents in support of the eligibility criteria mentioned above.

**Authorized Signature with stamp & date**

*(To be signed & stamped and submitted along with Techno-commercial Bid Part –Reference No.....Date:*

**DECLARATION**

**(To be submitted on bidder's letterhead)**

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that M/s.....is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that M/s ..... fulfills all requirements in this regard and is eligible to be considered.” (where applicable, evidence of valid registration by the Competent Authority shall be attached)

I, the undersigned, declare that the item ..... originate in.....(Name of the country).

Signature \_\_\_\_\_

Name-----

Designation-----

Date-----

Stamp of the Organization-----

**Annexure 'P'**

## **Backend Agreement**

by and amongst

**Broadcast Engineering Consultants India Ltd**  
(A Government of India Enterprise)  
C56 / A 17 Block C Sector 62 Noida 201307

and

**M/s**

**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

## BACKEND AGREEMENT

This Backend Agreement is executed at Delhi on this -----2025 ("Effective Date").

### AMONGST

**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 ----- (Hereinafter referred to as "**BECIL or Lead Member**") which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns.

### AND

**M/s -----Pvt. Ltd.** A company registered under the provisions of Companies Act, 2013, with its registered office at -----acting through ----- (**hereinafter referred to as "Backend Member" or "the Second Party"** ) which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns.

The Backend consisting of M/s BECIL and M/s ----- shall be referred to as Backend, 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), falling under the purview of the Ministry of Information and Broadcasting Government of India, which was established on 24th March 1995. That 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 Social Media handling, Content creation, PR activities, Security & Surveillance, IT Networking & Data Centre and Communication Intelligence, Third Party Audit.

**WHEREAS M/s -----** is in the business of ----- (Hereinafter refer to as the Backend Member)

**WHEREAS M/s New Mangalore Port Authority (Hereinafter refer to as "NMPA")** floated a tender document numbered Tender No.EE(E)/Techcell/B/2024-25/01, Date: 09.04.2025, for "**Supply, Installation, Testing & Commissioning of UVSS - ANPRS & 360-degree scanning of vehicles and allied works including onsite support at NMPA**" Hereinafter referred to as NMPA tender" /"Work"/"Project" (hereinafter called as NMPA , EOI or NMPA TENDER)

**WHEREAS BECIL** published EOI No. ----- dated ----- (hereinafter referred as BECIL EOI) for selection of Backend Member for NMPA tender.

**AND WHEREAS Parties** have accepted to execute the agreement if awarded by NMPA and shall abide by all terms and conditions of such agreement signed thereof.



**AND WHEREAS BECIL & Backend Member have jointly accepted to form a Backend to prepare and submit its competitive bid against the EOI for “Supply, Installation, Testing & Commissioning of UVSS - ANPRS & 360-degree scanning of vehicles and allied works including onsite support at NMPA” as per the tender document Tender No.EE(E)/Techcell/B/2024-25/01,Date: 09.04.2025. Backend Member also warrants that the terms and conditions of this Backend agreement is to be read in conjugation with the terms of NMPA Tender No.EE(E)/Techcell/B/2024-25/01,Date: 09.04.2025.**

**AND WHEREAS the Backend Member has signed a Power of Attorney in favor of BECIL nominating BECIL as the Lead Member of the Backend.**

**AND WHEREAS, this Backend agreement is executed solely for the purpose to bid as a Backend for the EOI issued by NMPA pertaining to the hiring of a Agency and may be superseded by an inter se agreement once the tender is awarded to the Backend.**

**AND WHEREAS** all 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 following documents shall be deemed to form and be read and construed as part of this Agreement–  
1Power of Attorney as attached with the BECIL EOI

2EOI for “Supply, Installation, Testing & Commissioning of UVSS - ANPRS & 360-degree scanning of vehicles and allied works including onsite support at NMPA” as per the tender document Tender No.EE(E)/Techcell/B/2024-25/01,Date: 09.04.2025.

## **ARTICLE 2: GENERAL**

### **2.1. PURPOSE:**

**The Parties do hereby irrevocably constitute a Backend (the “Backend”) for the purpose of jointly participating in the bidding process for the “Supply, Installation, Testing & Commissioning of UVSS - ANPRS & 360-degree scanning of vehicles and allied works including onsite support at NMPA” as per the tender document Tender No.EE(E)/Techcell/B/2024-25/01,Date: 09.04.2025.**

**The Parties hereby undertake to participate in the bidding process only through this Backend and not individually and/ or through any other Backend constituted for this NMPA tender, either directly or indirectly or through any of their associates.**

**2.2 Representation of the Parties:** The Backend Member represents to BECIL that as on date of signing this Agreement:

**2.2.1** That Backend Member 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 Backend Member 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 agreement, indenture or any other instrument to which any Backend Member is a party or by which Backend Member or any of their properties or assets are bound or that is otherwise applicable to Backend Member:
- (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 Backend Member so as to prevent such Parties from fulfilling their obligations under this Agreement.

**2.2.3.** That Backend Member 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 EOI 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 Backend Member's knowledge, threatened to which it or any of its affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

**2.2.6.** That there is no legal action/dispute initiated or pending on Backend Member 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**

3.1.1 That M/s New Mangalore Port Authority(NMPA) is a Company under Ministry of Ports, Shipping & Waterways, Govt. of India)

3.1.2 That M/s NMPA floated a tender document on the CPP Portal for the "Supply, Installation, Testing & Commissioning of UVSS - ANPRS & 360-degree scanning of vehicles and allied works including onsite support at NMPA" as per the tender document Tender No.EE(E)/Techcell/B/2024-25/01,Date: 09.04.2025.

3.1.2 The aforesaid Tender No.EE(E)/Techcell/B/2024-25/01,Date: 09.04.2025, with all the amendments or corrigendum (available on NMPA website/ CPP Portal) gives details of the amended (NMPA) project as well as scope of work to be carried out by Backend.

### 3.2 Scope of Work

For detailed scope of work of the project & the Bill of Material, the BECIL's EOI document and Client's Tender document, and its amendments & corrigenda issued subsequently (if any) shall be applicable; Tender details references are Tender No.EE(E)/Techcell/B/2024-25/01,Date: 09.04.2025,Website: <https://eprocure.gov.in/eprocure/app>

The broad scope of for the work of "Supply, Installation, Testing & Commissioning of UVSS - ANPRS & 360-degree scanning of vehicles and allied works including on-site support at NMPA". as per the EOI Document is as below but not limited to:

The Backend Member will be required to undertake Supply, Installation, Testing & Commissioning of UVSS - ANPRS & 360-degree scanning of vehicles and allied works including on-site support at NMPA".

#### Detail Scope of work

**1.Operating philosophy of the system:** NMPA has three access gates to its operational area, viz. Mallya Gate, KK Gate and SJ Gate. Mallya Gate & KK Gate consist of 4 lanes each (2 "IN" lanes and 2 "OUT" lanes). SJ Gate consists of two lanes (1 "IN" lane and 1 "OUT" lane). The project is to provide 360-degree surveillance of vehicles, drivers and cleaners entering these gates, using cameras placed at strategic locations in each lane, including UVSS, ANPR and FRS. Such cameras will be supported by VMS, FRS, ANPRS and Video analytic software.

An RFID access control system with boom barriers is already provided at all lanes of the gates. Proposed system shall analyze the inputs received from the cameras and should give **GO** or **NO-GO** command to the boom barrier. Necessary APIs required to integrate the system with the existing boom barrier of the RFID system should also be provided.

Servers, Client workstations, Software, Cameras, ANPRS, Face Recognition System, LED Screens, Storage Devices, Network Switches, other peripherals, accessories, cables and fittings required to achieve this objective are also to be provided.

Images and videos captured at each lane have to be stored in appropriate storage device at NMPA premises for a period of 90 days, for easy retrieval.

**2.Scope of Work:** Supply, Installation, Testing & Commissioning of complete UVSS, ANPRS, FRS & 360-degree scanning of vehicles using cameras including 05 years warranty & on- site support. The work includes all the activities / works required to complete the commissioning of the system in full shape to achieve the operating philosophy mentioned at above.

3.Bidders are to inspect the site before submitting the bid to get acquainted with the site conditions and requirements of the project.

SURVEILLANCE SYSTEM for 3 Nos. of Port Gates: Two Gates consist of 4 lanes each and one Gate consists of two lanes. Thus, the project involves UVSS, ANPR and FRS and cameras for 10 lanes of NMPA Gates.

## Part – I

### UNDER VEHICLE SURVEILLANCE SYSTEM for each lane shall consist of :

- 5MP Bullet Cameras – 3 Nos.
- 5MP Fixed Dome Camera – 1 No.
- UVSS, ANPRS and FRS system – 1 set
- Client workstation – 1 No.
- 43” LED Screen – 2 Nos.
- Integration of the system with existing Boom Barriers

### Common infrastructure for UVSS-ANPR-FRS system

Video Management Software (VMS) Video Recording Server

Central VMS Server

Video Analytics (VAS) Server

Storage devices and storage management server 24-Port PoE Switch

Cables

3 KVA UPS in all Gates

## Part - II

Deployment of 4 Nos. onsite support Engineers ( 1 in each shift + 1 for General Shift) in a day for maintenance of complete surveillance system of UVSS - ANPRS & 360<sup>0</sup> scanning of vehicles at NMPA.

### ARTICLE 4: ROLES AND RESPONSIBILITIES

**4.1** Backend Member hereby agrees that it will remain as irrevocable member for the complete execution and completion of NMPA Tender/Work/Project (as per scope of aforementioned BECIL EOI & NMPA tender).

#### **4.2** DUTIES & OBLIGATIONS OF BACKEND MEMBER

**4.2.1.** For the efficient execution of the project, Backend Member would formulate a **General Standards of performance.** The Backend Member shall carry out the services outlined in the scope of work as mentioned in the additional terms and conditions 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. The Backend Members shall act at all times so as to protect the interests of BECIL and the Backend.

**4.2.2.** The Backend Members has read and understood the terms and conditions of the NMPA tender and it agrees to support BECIL in abiding by those terms and conditions.

**4.2.3.** The Backend Member 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.

**4.2.4.** The Backend Member **has 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.**

**4.2.5.** Backend Member **has agreed to accommodate the change in scope of work by NMPA whether or not incidental and ancillary, to achieve the objective as per the NMPA tender requirement, without any additional cost to BECIL.**

**4.2.6. Backend Member has agreed to abide by all the terms on back-to-back basis as per the IE duties and Obligations as specified in the NMPA tender.**

**4.2.7. The Backend Members shall appoint adequate number of team Lead, staff, and technical team staffs as mentioned in the Scope of Work.**

**4.2.8. Since payment conditions are on back-to-back basis and time is the essence of the project; Backend Member should maintain sufficient liquidity/funds for timely and smooth execution of the project.**

**4.2.9. The bid security / EMD and all the correspondences shall be submitted by the Lead Member of the Backend bidding for this EOI to BECIL. If NMPA tender is awarded, the work order shall be awarded to lead Member of the Backend bidding for this EOI to BECIL. BECIL will accept invoicing from Lead Member of the Backend bidding for this EOI.**

**4.3. DUTIES AND OBLIGATIONS OF BECIL**

**4.3.1. BECIL shall act as coordinator/Project Management Consultant of the Backend combined activities. Providing timely feedbacks and correspondences with the NMPA on the various stages of project deliverables.**

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

**4.3.3. It shall act as the lead member and be responsible for the Agreement negotiations of the work package with the NMPA authority.**

**4.3.4. BECIL is authorized by Backend Member to receive instruction and incur liabilities for and on behalf of all parties.**

**4.3.5. In the event of project getting awarded, BECIL shall act as the only channel of communication between the NMPA authority and the Backend Member / parties to execute the project/ Agreement.**

**4.3.6 BECIL shall nominate two project coordinators for Noida Office to manage this project and maintain interaction with the customer/Backend Member**

**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	BACKEND Member
	<b>PRE-BID RESPONSIBILITY</b>		
1.	Pre-bidding site survey, if any	<b>S</b>	<b>P</b>
2.	Fully complied technical bid response preparation as per EOI Terms & Conditions.	<b>J</b>	<b>J</b>

3.	Competitive commercial bid preparation as per EOI	J	J
4.	Documentation and correspondence with the customer.	P	N
5.	Provisioning of EMD/Insurance Surety Bond to NMPA as per EOI requirement.	S	P
6.	Provision of Back-to-Back EMD and Making charges of EMD/ Insurance Surety Bond to BECIL.	N	P
7.	Provisioning of any other required document for bidding.	J	J
8.	Submission of complete techno-commercial offer to the customer in requisite mode.	J	J
9..	Any other relevant follow up, correspondence and meetings with customer.	P	S
	<b>POST-BID RESPONSIBILITY (In the event of winning the agreement)</b>		
1	Submission of PBG/Insurance Surety Bond to NMPA	J	J
2	Submission of back-to-back PBG/Insurance Surety Bond to BECIL.	N	P
3	Any relevant follow up, correspondence and meeting with the customer	P	S
4	Executing the entire Scope of Work to the satisfaction of the NMPA.	S	P
	Providing project finance/working capital for timely execution of the project.	N	P

#### 4.6 ROLE OF THE PARTIES:

The Parties hereby undertake to perform the roles and responsibilities as described below.

(a) BECIL shall be the Lead member of the Backend participating in the NMPA tender and shall have the power of attorney from Backend Member (submitted within 01 day from the date of intimation of selection of Backend member from BECIL) for conducting all business for and on behalf of the Backend during the Bidding Process in accordance with the terms and conditions of the EOI Document.

(b) The Backend Members shall be the Technical Member of the Backend being formed to participate in the NMPA tender;

#### 4.7 JOINT AND SEVERAL LIABILITY

The Parties do hereby undertake and declare that the BECIL shall represent all the Backend and shall at all times be liable and responsible for discharging the functions and obligations of the Backend; and that each member of the Backend Members shall be bound by any decision, communication, notice, action or inaction of BECIL on any matter related to this Agreement and that NMPA shall be entitled to rely upon any such action, decision or communication of BECIL. That NMPA shall have the right to release payments solely to BECIL and shall not in any manner be responsible or liable for the inter- se allocation of payments among members of the Backend Members.

#### ARTICLE 5: COOPERATION OF THE TRANSACTION

5.1 All the parties agree to abide by the broad Responsibility Matrix, at para 4.5 above

and forms an integral part of this Agreement including all the tender terms such as General Requirements, e Commercial Aspects, Evaluation and Acceptance criteria of the EOI, 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 EOI Tender No. EE(E)/Techcell/B/2024-25/01, Date: 09.04.2025.

#### **ARTICLE 6: PERIOD OF AGREEMENT**

6.1 The agreement shall be valid till 31<sup>st</sup> March 2027 ("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. This Agreement may be extended for a period of one year, at the sole discretion of the BECIL. 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 EOI & NMPA tender, as may have been undertaken by the Parties during the Term with validity exceeding the Term.

#### **ARTICLE 7: PAYMENT AND COMMERCIAL**

7.1. BECIL will Provision the EMD to NMPA as per the NMPA tender requirement as well as the Performance bank guarantee by virtue of being the Lead Member.

7.2 The Backend Member will provision for Back-to-Back EMD of equal amount to BECIL.

7.3. The Backend Member will additionally furnish back-to-back performance Security in the form of PBGs to @ 10% of the agreement value in the format as attached with the NMPA tender to BECIL for the amount as mentioned in the EOI Document.

7.4. The Backend Member shall raise its invoices to BECIL, which will then raise the invoices to NMPA, Ministry of shipping, Ports & Waterways, Ministry of new and renewable energy (on the basis of the certified attendance of the manpower for the execution of the project and the payment due for growth and engagement to be achieved for the project) after getting the relevant documentary proofs from the Backend Members.

7.5. BECIL shall be entitled to keep -----% of the project value (of bid value including taxes submitted by BECIL TO NMPA) as its project management consultancy.

7.6. Upon receipt of corresponding payment from the NMPA, BECIL shall disburse the payment to the Backend Members within 15 days of receipt of the payment from NMPA after deduction of BECIL project management consultancy as per clause 7.6

7.7. All Invoices received from the Backend Member would be inclusive of all statutory taxes/GST. BECIL will consider invoices raised by lead member of Backend Members subject to submission of all relevant documents and in case the documents are not proper, BECIL is liable to reject the invoices.

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

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

(b) The payments terms between BECIL & Backend Member are on back-to-back basis and the payment shall be released by BECIL only if and when received from NMPA from EOI and subject to terms & conditions of agreement and submission of complete required documents.

(d) The Backend Member 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 NMPA. BECIL shall not be responsible in any manner whatsoever for any delay in releasing the payments or withholding of payments by NMPA.

(e) The (day) date of delivery of goods and/or rendering of services by the Backend Member shall be the date of realization of payment from NMPA once the goods and/or services are accepted by NMPA.

(f) Backend Member 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 Backend Members. Further Backend partner hereby agrees that BECIL reserves the right for reimbursement of any such cost incurred out of the aforesaid noncompliance(s).

**7.9.** BECIL, upon receipt of payment from NMPA, shall obtain the approval of the BECIL's competent authority on the admissible payment worked out after deduction of expenses incurred by BECIL towards bank charges incurred for BG, statutory liabilities and BECIL's Margin (Project Management Consultancy) as per clause 7.6, etc. as per terms and conditions of the Backend Agreement. No advance payment will be released to the Backend Member even if BECIL receives it. Advance to Backend Member is admissible only against full PBG issued in favor of BECIL by Backend Member.

**7.10.** "If in the instant contract, vendor is acting only as trader / reseller / distributor/authorized agents and/or is engaged in a WORKS contract, no benefits under MSME Act 2006 and PPP Policy 2012 as per MSE Guidelines issued by Ministry of MSME would be applicable to it on account of acceptance of back-to-back payment terms as above. By agreeing to the terms of customer's Tender, the vendor agrees to forgo its rights under this Act and Policy."

## **ARTICLE 8: GENERAL TERMS & CONDITIONS**

### **8 AGENCY**

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

### **9 CONFIDENTIALITIES**

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



**9.2** Backend Member shall not make or permit to be made a public announcement or media release about any aspect of the Agreement unless BECIL gives its written consent.

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

## **10. INTELLECTUAL PROPERTY RIGHTS**

**10.1.** Backend Member 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. Backend Member 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 Backend Members or their Team during the course of performance of the Services.

**10.2.** Backend Member 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 Backend Members for any kind of breach of IPR of all the products/ services supplied by it under this Agreement.

## **11. TAXES**

**11.1.** Backend Member 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.

**11.2.** Should Backend Members 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, Backend Members shall pay the same. Backend Member shall indemnify BECIL against any and all liabilities or claims arising out of this Agreement for NMPA tender for such taxes including interest and penalty by any such Tax Authority may assess or levy against the BECIL.

## **12. INDEMNITY**

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

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

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

### **13. ASSIGNMENT AND SUB-CONTRACTING**

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

**13.2** Backend Member shall not participate directly or indirectly whether in Backend or separately in NMPA Tender and shall not quote rates to any other party participating/pre-qualified for the current NMPA Tender directly or indirectly through its subsidiary, Membership, ownership, individual firm etc.

### **14. FORCE MAJEURE**

**14.1** 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. The Backend Member 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.

**14.2** Event of Force Majeure shall not include:

(a) Late delivery of services caused by Backend Members or its subagreementors or due to inefficiencies on the part of the Backend Members or its subagreementors.

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

(a) Use its best endeavors 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 endeavors 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 endeavors.

**14.4.** 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. The relief from the payment of penal and liquidated damage shall be contingent on the receipt of the same relief from NMPA.

### **15. GOVERNING LAW AND JURISDICTION**

**15.1** 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.

**15.2** The dispute/ claims arising out of the EOI and this agreement shall be subject to the jurisdiction of

the competent courts at New Delhi, India.

## **16. WAIVER**

The failure by Parties to enforce at any time or for any period any one or more of the terms or conditions of this agreement will not be a waiver by them or of the right at any time subsequently to enforce all terms and conditions of this agreement.

## **17. SURVIVAL**

**17.1** 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.

**17.2** The indemnity, arbitration and confidentiality clause in this agreement shall survive and will continue in force as long as necessary to affect their purpose.

## **18. VARIATION**

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

## **19. COUNTERPARTS**

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

## **20. 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.

**21. 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.

## **22. 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.

## **23. 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.

### **a. 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.

**b. 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 debarred as per the department of expenditure guidelines on debarment of firms from bidding.

**c. CODE OF INTEGRITY**

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

- i. 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.
- ii. 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.
- iii. Any collusion bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
- iv. 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.
- v. 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.
- vi. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- vii. Obstruction of any investigation or auditing of a procurement process.
- viii. Making false declaration or providing false information for participation in a tender Process or to secure a contract.

## **24. 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:

- a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- b. receives or have received any direct or indirect subsidy/ financial stake from another bidder; or
- c. Has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorized Distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or
- d. has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or
- e. Participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or
- f. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Detailed 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.

## **23. 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.

## **24. RISK & COST CLAUSE**

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

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

- a. 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.
- b. Withdrawal from or abandonment of the work by Agency/Bidder before completion of the work as per contract.
24. Non completion of work/ Non-supply by the Agency/ Bidder within scheduled completion/delivery period as per EOI or as extended from time to time, for the reason attributable to the Agency/ Bidder.
25. Termination of Contract on account of any other reason (s) attributable to Agency/ Bidder.
26. Assignment, transfer, subletting of Contract by the Agency/Bidder without BECIL's written permission resulting in termination of Contract or part thereof by BECIL.

## **27. PENALTIES**

In the event of any penalties, deductions, disincentives, or charges levied by the NMPA (end Client) due to poor or substandard quality of work, non-compliance with service standards, or any deficiencies related to the assigned scope of work, the same will be recovered from the bills submitted by the Backend Partner. The Backend Partner shall bear the full financial responsibility for such penalties or deductions imposed on BECIL by NMPA (end client) and will not be entitled to claim any reimbursement or adjustment for the same.

## **28. CONFIDENTIALITY AND NON-DISCLOSURE**

- a. The Backend Partner 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.
- b. The Backend Partner recognizes, accepts and agrees that all tangible and intangible information obtained or disclosed to the Backend Partner 's and/or its staff, including all details, documents, data, business/customer information and
- c. the BECIL's practices and trade secrets (all of which are hereinafter collectively referred to as "confidential information") which may be communicated to the Backend Partner 's and/or its facility staff may be privy

under or pursuant to this Contract and/or in the course of performance of the Backend Partner's obligations under this Contract shall be treated, as absolutely confidential and the Backend Partner's irrevocably agrees and undertakes and ensures that the Backend Partner'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 Backend Partner's obligations hereunder except when required to disclose under due process and authority of law.

d. The Backend Partner 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 Backend Partner or their personnel. In the event of such a breach, the Backend Partner shall promptly reimburse BECIL for any resulting damages, costs, or charges incurred, upon demand, without limitation.

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

### **29. THE BACKEND PARTNER'S LIABILITY AND INDEMNITY:**

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

- iv) Any wrongful, incorrect, dishonest, criminal, fraudulent or negligent work, default, failure, misfeasance, bad faith, disregard of its duties and obligations hereunder, act
- v) or omission of or by the Backend Partner and/or any of its facility staff, and/or,
- vi) Any theft robbery, fraud or other wrongful act or omission by the Backend Partner and/or any of its staff.

### **30. RIGHT TO INSPECTION**

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

b. The BECIL shall have the right to review and monitor the performance of the Backend Partner on a continuous basis. The Backend Partner shall Furnish necessary particulars, statements, etc., as desired by the BECIL in a periodical manner for the purpose of assessment of their performance.

### **31. TERMINATION**

#### **31.1. Termination of Contract by BECIL due to unsatisfactory performance**

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

- g. 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 Backend Partner 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 Backend partner and the Contract shall be deemed terminated after a period of 15 days from the date of notice of termination.

h. 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 Backend partner 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.

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

### **32. TERMINATION DUE TO BREACH**

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

b. The following sub-clauses shall attract the provision of termination, in the event if :-  
i.If the Backend partner has abandoned or repudiated the Contract;  
ii.If the Backend partner has without valid reason failed to commence work on the project promptly;  
iii.If the Backend partner has persistently failed to execute the works/express deliverable in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;  
iv.If the Backend partner defaults in proceeding with the works/job with due diligence and continues to do so after a notice in writing of fifteen (15) days from BECIL;  
v.If the Backend partner has obtained the contract as a result of ring tendering, or with illegal measures; f. if the information submitted/furnished by the Backend partner is found to be incorrect;

c. That any pending bills/ invoices raised by the Backend partner 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 Backend partner, respectively.

### **33. TERMINATION DUE TO INSOLVENCY**

If the Backend partner 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:-

a. 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 Backend partner 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.



### **34. TERMINATION FOR CONVENIENCE**

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

### **35. TERMINATION DUE TO OTHER REASONS:**

- 35.1 If the bid is not submitted.
- 35.2 If the tender is withdrawn/ cancelled.
- 35.3 If the Project is not awarded to the BECIL
- 35.4 In the event the project is successfully completed.

### **36. EFFECTS OF TERMINATION OR EXPIRATION:**

Upon any expiration or termination of this Agreement and subject to applicable laws; each party will: 36.1 Return (or destroy if requested by disclosing party) the original and all copies of any confidential and proprietary information of the disclosing party; and

36.2 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.

### **37. PRINCIPAL-TO-PRINCIPAL CONTRACT:**

- a. 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 Backend Partner and/or its facility staff. The Backend Partner and/or its facility staff shall not be entitled to, by any act, word, and deed or bind the BECIL or hold out or represent that the Backend Partner is representing or acting as an agent of the BECIL.
- b. This Contract will bind the successors and permitted assigns of the Backend Partner and shall insure of the benefits of the BECIL's successors and assigns.

### **38. 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 Backend Partner 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).

- vi. 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.
- vii. 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:

- i. 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.
- ii. 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).
- iii. 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.

### **39. 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.

### **40. AMENDMENT**

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

### **41. ARBITERATION:**

#### **41.1 Arbitration/Dispute Resolution**

- a. 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.
- b. 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.

#### **41.2 Conciliation of Dispute**

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

b. That in the event of reference of dispute for Conciliation, a committee comprising of two members, nominated by each party i.e. the Bidder and BECIL respectively shall try to amicably resolve/settle the dispute.

#### **41.2 Reference of Dispute to Arbitration proceeding post conciliation**

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

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

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

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

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

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

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

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

i. 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).

j. 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

k. 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.

#### **42. UNDUE INFLUENCE**

a. The Backend partner 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.

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

#### **43. UNETHICAL PRACTICE**

- a. If the bidder has engaged in corrupt, fraudulent, collusive and coercive practices or defaulted commitments under integrity.
- b. 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.
- c. 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.

#### **44. PENALTY FOR UNETHICAL PRACTICE AND UNDUE INFLUENCE**

- a. Forfeiture of Bank guarantee or any other bond or bid security submitted by the Backend Partner.
- b. Cancellation/ termination of the Contract with the liberty to recover the accrued losses/damages from the pending bills raised by the Backend against the delivery of material and execution of work.
- c. 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 Backend Partner.

#### **45. EXTENSION OF TIME**

- a. Delivery of the goods and performance of the services, pertaining to the work, shall be made by the Backend partner in accordance with the time schedule specified by BECIL.
- b. If at any time during performance of the Contract, the Backend partner should encounter conditions impeding timely delivery of the goods and timely performance of services, the Backend partner shall promptly notify BECIL in writing of the fact of the delay, its likely duration and its cause(s).
- c. As soon as practicable after receipt of the Backend partner's notice, BECIL shall evaluate the situation and may, at its discretion, extend the Backend partner's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

#### **46. LIQUIDATED DAMAGES**

If the Backend partner's fails to achieve the completion of the work in accordance with the scheduled completion date as given in the EOI 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:

- a. Recover from the Backend partner's 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.

b. If Backend partners have 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.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound, have executed this Backend 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.

<b>Broadcast Engineering Consultants India Ltd.</b>	<b>M/s</b>
By:	By:
Name:	Name:
Title:	Title:
Signature of Witness:	Signature of Witness:
Name:	Name:
Title:	Title:

**POWER OF ATTORNEY**

WHEREAS, M/s New Mangalore Port Authority(NMPA) is a Company under Ministry of Ports, Shipping & Waterways, Govt. of India).

That M/s. NMPA floated a tender document numbered **Tender No. EE(E)I/Techcell/B/2024-25/01,Date: 09.04.2025**, on the CPP Portal for the work of “Supply, Installation, Testing & Commissioning of UVSS - ANPRS & 360-degree scanning of vehicles and allied works including on-site support at NMPA” .:

WHEREAS M/s. ...., [\*Insert names of all Members of Backend], the member of the Backend are desirous of submitting a Bid in response to the Tender **Tender No. EE(E)I/Techcell/B/2024-25/01,Date: 09.04.2025** and if selected, undertaking the responsibility of implementing the Project as per the terms of the Tender;

WHEREAS the Backend Member have agreed under the Backend Agreement dated ..... (The date of “Backend Agreement”), entered into between M/s BECIL and the Backend Member and submitted along with the Bid to appoint M/s Broadcast Engineering Consultants India Limited as the Lead Backend Member to represent the Backend for all matters regarding the Tender and the Bid;

AND WHEREAS pursuant to the terms of the Tender and the Backend Agreement, we, the Members of the Backend hereby designate M/s Broadcast Engineering Consultants India Limited as the Lead Backend Member to represent us in all matters regarding the Bid and the Tender, in the manner stated below:-

Know all men by these presents, we do hereby constitute, appoint and authorize M/s Broadcast Engineering Consultants India Limited (Insert name and registered office address of the Backend Member), and our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of Backends’ Bid in response to the Tender issued by The New Mangalore Port Authority(NMPA) including signing and submission of the Bid and all documents related to the Bid as specified in the Tender document, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document, which The Rural electrification Limited may require us to submit.

The aforesaid attorney shall be further authorized for making representations to The New Mangalore Port Authority(NMPA), and providing information/ responses to it and representing us and the Backend in all matters before The Rural Electrification Corporation Limited named in the Tender, and generally dealing with all the matters in connection with the tender till completion of the bidding process as well as implementation of the Project, if applicable, in accordance with the Tender.

We, as Member of the Backend, hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the Tender. \*Insert the name of the executant Backend Members] through the hand of Mr./Ms. .... duly authorized by the Board to issue such Power of Attorney.

Accepted .....  
[Signature of Lead Backend as Attorney] ..... [Signature of Authorized Representative as Executant]  
[Name of Authorized Representative]  
[Designation of Authorized Representative]  
Witness 1  
Witness 2