

**Broadcast Engineering Consultants India Limited**  
**(Under Ministry Of Information and Broadcasting)**  
**C-56A/17, Sector-62, Noida-201307**

**CORRIGENDUM-1**

Date : 09.05.2025

With reference to RFP titled “Design, Supply, Installation, Testing, and Commissioning along with two years of comprehensive Operations & Maintenance at Chh. Sambhajinagar, Maharashtra.

RFP Ref No. : BECIL/PROJ. - III (BT)/SDU (L&S) / CHH. SAMBHAJINAGAR DEEP UDYAN SAMBHAJINAGAR / 2025, dated: 29.04.2025 ([CPP Portal Tender ID - 2025\\_BECIL\\_233973\\_1](#))

This is to notify that following Clarification / Amendments have been incorporated in the RFP in response of the queries received from prospective bidders. Details are as under :

**Query received from M/s E-Factor Experiences Ltd regarding the above cited RFP.**

Sl. No.	Clause No. and Page reference	Clause as published in RFP	Query	BECIL Response
1	ELIGIBILITY CRITERIA- Point -2, Page no. 13	The bidder should be in similar business for a minimum period of 10 years as on Tender Publishing Date	<p>We feel that requiring similar experience spanning the past 10 years is quite extensive, especially since such projects have been more actively implemented in the last 6-7 years.</p> <p>We kindly request that the experience requirement be reduced from 10 years to 7 years.</p> <p>This change will also help encourage wider participation from capable and experienced bidders who have executed relevant projects in recent years.</p>	<p><b>Amendment :</b></p> <p>The bidder should be in existence for a minimum period of 10 years.</p> <p><b>Kindly refer Eligibility Criteria clause No 2 of page No 13 of RFP.</b></p>

Sl. No.	Clause No. and Page reference	Clause as published in RFP	Query	BECIL Response
2	ELIGIBILITY CRITERIA- Point 6, Page no. 14	Electrical License	<p>We understand that possessing an Electrical License is an important requirement. However, we believe it should not be mandatory at the bidding stage.</p> <p>We kindly request you to accept an undertaking from the bidder stating that, if selected, they will obtain the required Electrical License in Maharashtra within 15–20 days from the issuance of the Letter of Intent (LOI).</p>	<p>The project typically involves extensive use of lighting and electrical installations.</p> <p>Licensed work is typically a requirement for liability insurance and public safety permits and to follow industry codes and best practices as well as approval from Local authorities or municipal bodies.</p> <p><b>However, Electrical License may belong to any State across India.</b></p> <p><b>Clarification:</b></p> <ul style="list-style-type: none"> <li>• If the Bidder has Electrical License of Maharashtra State then the bidder will obtain 10 marks.</li> <li>• And if the bidder has Electrical License of other States then Bidder will get 5 marks as mentioned in the RFP.</li> </ul> <p><b>Kindly refer TECHNICAL QUALIFICATION CRITERIA clause No 4 at page No 26 of RFP.</b></p>

Sl. No.	Clause No. and Page reference	Clause as published in RFP	Query	BECIL Response
3	ELIGIBILITY CRITERIA- Point 10 , Page no. 14	<p>Letter of Authorization from OEM to quote against the RFP Ref No. BECIL/PROJ-III (BT)/SDU(L&amp;S) / Chh. SAMBHAJINAGAR DEEP UDYAN SAMBHAJINAGR /2024, Dated 29 April 2025 enlisting after sales support after project execution is essential. The details have been given in the technical section separately.</p>	<p>Since the BOQ does not specify any particular make or model, we kindly request you to provide a list of acceptable makes and models.</p> <p>In the absence of defined specifications for make and model, it becomes challenging for bidders to approach OEMs for authorization. Providing approved or recommended options will help ensure uniformity, transparency, and timely submission of OEM authorizations by all bidders.</p>	<p><b>Clarification:</b></p> <p>Bidders have to submit letter of Authorization from OEM's for the offered / quoted Make &amp; Model of the products/ equipment.</p>
4	ELIGIBILITY CRITERIA- Point 11,Page no. 15	<p>The bidder is required to submit the specification and solution as per the requirement spelled out in RFP. The solution will be used for assessment of understanding of the concept by bidder. The offered solution should be specific to requirement</p>	<p>As mentioned, the bidder is required to submit the specification and solution. However, we are unable to clearly understand the exact requirement and expectations under this clause.</p> <p>We kindly request you to provide further clarity or detailed guidance on what is expected in terms of specifications and the nature of the solution to be submitted.</p>	<p><b>Clarification:</b></p> <p>The BOQ and design are taken from open source and are indicative in nature.</p> <p>The bidder is expected to visit the site and understand the site specific constrains, issues and submit a site specific solution in 2D Drawing (Auto CAD).</p> <p><b>Please refer page no. 12, Site Visit Clause for further Clarification.</b></p>

Sl. No.	Clause No. and Page reference	Clause as published in RFP	Query	BECIL Response
5	ELIGIBILITY CRITERIA- Point 12, Page no. 15	The agency/bidder may be asked to make a presentation before the evaluation committee. The Presentation will form a part of Evaluation criteria.	As mentioned that the presentation is a part of the evaluation, we would like to clarify whether the presentation needs to be submitted along with the technical bid or if only the shortlisted agencies will be invited to present at a later stage.	<p><b>Clarification:</b></p> <p><i>As mentioned in the RFP "Evaluation of the proposal of bidder shall be done as per the documents submitted. <b>Bidders securing 60 or more marks from the Technical cum evaluation criteria under S. No. 1 to 8 of table above, will be called for presentation.</b></i></p> <p><b>Kindly refer Page No. 27, point 1, under Technical CUM Creative Evaluation.</b></p>
6	Land And Border Provision Page no. 31	Undertaking at Annexure-21	We have noted that there is a reference to an undertaking at <b>Annexure-21</b> ; however, no specific format for this undertaking has been provided. We kindly request you to provide the prescribed format for the undertaking mentioned in Annexure-21 to ensure uniformity and compliance by all bidders.	<p><b>Clarification:</b></p> <p><b>Annexure-21 is a typo error,</b></p> <p><b>Please refer regarding Undertaking , it is already mentioned in section IV point No. 6, on page no 94</b></p>
7	SIGNING OF NON-DISCLOSURE AGREEMENT Page no. 32	Non-Disclosure Agreement	No format for Agreement has been provided.  We kindly request you to provide the same. Non-Disclosure	<p><b>Amendment:</b> Format is attached for signing of Non-Disclosure agreement.</p>

Sl. No.	Clause No. and Page reference	Clause as published in RFP	Query	BECIL Response
8	Additional	Date for Submission of bids: 12 <sup>th</sup> May 2025	<p>Considering the scale and prestige of the project, as well as the involvement of OEMs, we kindly request an extension of approximately 8–10 working days for the submission deadline.</p> <p>The additional time will allow bidders to coordinate effectively with OEMs and prepare a comprehensive and competitive proposal, in line with the high standards expected for such a prestigious project.</p>	<p><b>Amendment</b></p> <p><b>3 days extension provided</b></p>
<b>Query received from M/s Aura Bright light Pvt Ltd regarding the above cited RFP.</b>				
9.		<ul style="list-style-type: none"> <li>• Electrical license with PWD registration of firm - 10 Marks Maximum</li> <li>• Within Maharashtra -10 Marks</li> <li>• Other than Maharashtra – 5. Marks</li> </ul>		Please refer Point No. - 2 of above.

Sl. No.	Clause No. and Page reference	Clause as published in RFP	Query	BECIL Response
10.		<p>OEM service station with service team -10 Marks Maximum</p> <ul style="list-style-type: none"> <li>• At a distance of below 400 KM-10 Marks</li> <li>• At a distance of above 400 KM- 5 Marks</li> </ul>		<p><b>Clarification :</b></p> <p>A distance of 400 km has been considered based on discussions with transporters. In the event that any defective product or item needs to be replaced, delivery can be completed within 24 hours. However, if the distance exceeds 400 km, the delivery time for the replacement of defective equipment or items may extend beyond 24 hours.</p> <p><b>No Amendment</b></p>
11	<p><b>Clause No. 26. TRANSFER AND SUB-LETTING: of Section – II, General Condition of Contract</b></p>	<p>Transfer and sub-letting is not allowed.</p>		<p><b>Amendment</b></p> <p><b>Clause No. 26 of Section – II, General Condition of Contract of stand deleted</b></p>

S. No	Tender Stage	Actual Date	Revised Date
1.	Bid Submission Date	12 <sup>th</sup> May,2025 at 17:30 PM	15 <sup>th</sup> May,2025 at 17:30 PM
2.	Bid Opening Date	13 <sup>th</sup> May, 2025 at 17:30 PM	16 <sup>th</sup> May,2025 at 17:30 PM

**All other terms and conditions of RFP shall remain unchanged.**

**Sd/-**

**Dy. General Manager**

**Broadcast Engineering Consultants India Limited (BECIL)**

**BECIL Bhawan, C-56/A-17, Sector-62, Noida- 201307 (Uttar Pradesh)**

**NON-DISCLOSURE AGREEMENT**

**For Tender Reference No.- ..... dated .....**

THIS AGREEMENT is made on this the ..... day of ..... 2025 at ....., by and between:

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

AND

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

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

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

WHEREAS in pursuance to this RFP, it is recognized that certain confidential

information shall be disclosed by BECIL to the Receiving Party That the Confidential Information shall belong to BECIL/Disclosing Party as the case may be and shall be transferred to the Receiving Party to be used only for the business purpose and hence there is a need to protect such information from un-authorized use and disclosure

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

## **1. INTERPRETATION**

1.1 In this agreement, unless otherwise specified:

(i) references to clauses, Sub-clauses, Paragraphs and Schedules are to clauses, sub-clauses, paragraphs of and schedules to this Agreement;

(ii) use of any gender includes the other genders;

(iii) references to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;

(iv) references to a 'person' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);

(v) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;

(vi) any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;

(vii) references to a 'business day' shall be construed as a reference to any day that is not a Sunday or a public holiday and starts at 9 am;

(viii) references to times are to Indian standard time;

(ix) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and

(x) all headings and titles are inserted for convenience only. Ambiguities w.

## **2. TERM**

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

## **3. SCOPE OF THE AGREEMENT**

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

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

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

## **4. OBLIGATIONS OF THE RECEIVING PARTY**

### **4.1 The Receiving Party shall –**

- (i) use the Confidential Information only for the Business Purpose and shall hold the Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, taking into account the nature of the Confidential Information, and
- (ii) grant access to Confidential Information only to its employees on a “need to know basis” and restrict such access as and when not necessary to carry out the Business Purpose.
- (iii) cause its employees to comply with the provisions of this agreement;
- (iv) reproduce Confidential Information only to the extent essential to fulfilling the Business Purpose, and
- (v) disclose the Confidential Information to its consultants/ contractors/ any third parties on a “need to know basis”; provided that by doing so, the Receiving Party agrees to bind such consultants/ contractors to terms at least as restrictive as those stated herein.

- (vi) The Receiving Party upon making a disclosure under this clause shall – a. advise the consultants/contractors of the confidentiality obligations imposed on them by this clause.
- (vii) upon the Disclosing Party's request, the Receiving Party shall either return to the disclosing party all Confidential Information or shall certify to the disclosing party that all media containing Confidential Information have been destroyed. Provided, however, that an archival copy of the Confidential Information may be retained in the files of the Receiving Party's counsel, solely for the purpose of proving the contents of the Confidential Information.
- (viii) not to remove any of the other Party's Confidential Information from the premises of the Disclosing Party without prior written approval.
- (ix) exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the Disclosing Party's prior written approval, from the Disclosing Party's premises. Each Party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.
- (x) Upon the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.

## **5. EXCEPTIONS TO CONFIDENTIAL INFORMATION**

5.1 The foregoing restrictions on each party's use or disclosure of Confidential Information shall not apply to the Confidential Information that the Receiving Party can demonstrate that such Confidential Information –

- (i) was independently developed by or for the Receiving Party without reference to the Information, or was received without restrictions; or
- (ii) has become generally available to the public without breach of confidentiality obligations of the Receiving Party;
- (iii) was in the Receiving Party's possession without restriction or was known by the Receiving Party without restriction at the time of disclosure;
- (iv) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the Receiving Party has given the disclosing party prompt notice of such demand for disclosure and the Receiving Party

reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or

(v) is disclosed with the prior consent of the disclosing party;

(vi) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the Receiving Party from the disclosing party under an obligation of confidence; or

(vii) the Receiving Party obtains or has available from a source other than the disclosing party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use towards the disclosing party.

## **6. OWNERSHIP OF THE CONFIDENTIAL INFORMATION**

6.1 Each Party recognizes and agrees that all of the disclosing Party's Confidential Information is owned solely by the Disclosing Party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain.

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

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

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

## **7. DISPUTE RESOLUTION**

7.1 If a dispute arises in relation to the conduct of this Contract (Dispute), a both the parties shall try to amicably resolve the dispute before invoking the arbitration clause.

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

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

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

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

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

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

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

## **8. INJUNCTION**

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

## **9. VARIATION**

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

## **10. WAIVER**

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

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

## **11. EXCLUSION OF IMPLIED WARRANTIES**

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

## **12. ENTIRE AGREEMENT**

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

## **13. SEVERABILITY**

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

not be subject to the dispute resolution procedure set forth under this agreement or otherwise.

#### **14. NO PARTNERSHIP**

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

#### **15. THIRD PARTIES**

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

#### **16. SUCCESSORS AND ASSIGNS**

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

#### **17. NOTICES**

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

**Broadcast Engineering Consultants India Ltd,**

**C-56 A/17, Sector -62, Noida 201 307**

**Tel: 0120-4177850 Fax: 0120-4177879**

**Name of the authorised person-**

**Contact:**

**E-mail:**

**M/s-----**

**Name of the authorized person**

**Designation of the authorized person**

**Contact:**

**Email:**

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

**18. MITIGATION**

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

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

**SIGNED**

**SIGNED**

**For and on behalf of BECIL**

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

**(Signature)**

**(Signature)**

**In the presence of:**

1. \_\_\_\_\_

2. \_\_\_\_\_