

## REQUEST FOR PROPOSAL

*Invited for*

Selection of professional agency for Ideation, conceptualization and effective operation of account wide publicity on Social Media for Department of Public Relations (DPR), Govt. of Madhya Pradesh

**RFP No. BECIL/P-III(BP)/SOCIAL MEDIA/DPR-MP/25-26/RFP-01**

**Dated: 03/06/2025**

*Issued By*

**Bipin B. Pandey (DGM)**

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

The information contained in this Request for Proposal document (the "RFP") 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 RFP and such other terms and conditions subject to which such information is provided. This RFP 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 RFP is to provide interested parties with information that may be useful to them in making their offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by BECIL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP 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 RFP. 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 RFP and obtain independent advice from appropriate sources. Information provided in this RFP 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP 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 whatsoever arising from reliance of any Bidder upon the statements contained in this RFP. 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 RFP. The issue of this RFP 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 RFP does not guarantee selection of bidder.

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## **SECTION –I INTRODUCTION AND BRIEF DESCRIPTION**

### **1. ABOUT BECIL**

1.1 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 24<sup>th</sup> 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.

1.2 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.

1.3 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.

1.4 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.

1.5 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/RFP**

2.1 Broadcast Engineering Consultants India Limited (BECIL) invites Request for Proposal (RFP), through online mode, for selection of agency for Ideation, conceptualization and effective operation of account wide publicity on Social Media for Department of Public Relations (DPR), Govt. of Madhya Pradesh [as per defined Scope of Work](#) (Section-IV).

## SECTION –II

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

S. N	ACTIVITY	SCHEDULED DATE & TIME
1.	RFP Number	BECIL/P-III(BP)/Social Media/DPR-MP/25-26/RFP-01
2.	Date of Issue of RFP	03.06.2025
3.	Last date and Time for Submission of bids	24.06.2025 upto 11:00 AM
4.	Availability of Document	<a href="https://www.becil.com">https://www.becil.com</a> ; CPP-Portal
5.	EMD/ Bid Security	INR 32 Lakhs to be submitted along with bid documents in the form of online transfer to BECIL account (Annexure-C, Bank Mandate Form).
6	Pre Bid Meeting	06.06.2025 at 11:00 AM at BECIL Bhawan, C-56 / A - 17, Sector - 62, Noida – 201307
7.	Opening of Bid	24.06.2025 at 11:30 AM
7.	Address for Communication of bids	BECIL Bhawan, C-56 / A -17, Sector - 62, Noida – 201307.
8.	Contact details for this RFP	Sh. Bipin B. Pandey, DGM Tele- 0120-4177850 Email- <a href="mailto:bipin.pandey@becil.com">bipin.pandey@becil.com</a>

NOTE: Broadcast Engineering Consultants India Ltd. reserves the right to amend the RFP 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) & CPP-Portal. Bidders are advised to check the website for updates in this regard.

## **2 General Information**

2.1 Complete bid document can be downloaded from CPP- Portal and BECIL website <https://www.becil.com>.

**2.2 Technical & Financial Bid** have to be submitted online on CPP-Portal.

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

### **3. PROCEDURE AND TERMS & CONDITIONS**

- 3.1 The proposal is to be submitted in **TWO BID SYSTEM** with **separate Technical and Financial bid**.

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

3.1.1 **Technical Bid** should contain the following:-

- (i) Tender documents duly completed and signed without any financial quote.
- (ii) The technical details of the models offered along with the supporting original technical literature, Leaflets, Brochure etc. in duplicate.
- (iii) Bidder should not submit financial rates as a part of technical bid. Rates quoted in technical bid would be rejected.

3.1.2 **Financial bid** should contain the following:-

- (i) Details of rate, taxes, duties, discount, if any, quoted by the bidder. These details should be submitted online on CPP-Portal.
- (ii) Rates quoted without taxes will be assumed that the rates quoted are inclusive of taxes.

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

- 3.2 Complete bid should be submitted as per CPP Portal. Bids received beyond the specified date & time will be rejected. It is the responsibility of the Bidder to ensure that the bids have been received on time & to the proper place within the specified dates.
- 3.3 All bids shall remain valid for a period of **Six months** from the last date of submission of Bid.
- 3.4 In case any of the information furnished by bidder is found to be wrong or false or in case any material information is not disclosed by bidder while submitting bids, then BECIL shall have the liberty to reject / cancel the bid of the corresponding bid of bidder, at any stage of the procurement process / Contract.
- 3.5 **Clarification regarding contents of the RFP:** At any time prior to the deadline for submission of bids, the BECIL may for any reason, whether on its

own initiative or in response to the clarification requested by the prospective bidders, may modify the bid document. Such modification/ amendment in the bid document/ RFP at any time prior to the deadline for submission of bid will be uploaded as “corrigendum”. Such amendment/modifications shall be binding on all the prospective bidders. BECIL at its discretion may extend the deadline for the submission of bids if the bid document undergoes major changes during the bidding period in order to give prospective bidder time to take into the consideration the amendments while preparing their bids. A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the BECIL in writing about the clarifications sought not later than 10(ten) days prior to the date of opening of the Bids. (BECIL implies name of the office).

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

3.7 BECIL reserves the right to solicit additional information from Bidders to evaluate which bid best meets the need of the Project. Additional information may include, but is not limited to, past performance records, on-site visit and evaluations by BECIL personnel, or any other pertinent information. It will be vendor’s responsibility to check for updated information on BECIL’s website [www.becil.com](http://www.becil.com).

3.8 Additional questions should be submitted in writing to the addressed to:

**[Broadcast Engineering Consultants India Ltd,](#)**

**[C-56 A/ 17, Sector -62, Noida 201 307](#)**

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

**E-mail: [bipin.pandey@becil.com](mailto:bipin.pandey@becil.com)**

3.9 **Modification and Withdrawal of Bids** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by BECIL prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax/e-mail but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach BECIL not later than the deadline for submission of bids. No bid

shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

- 3.10 **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the BECIL/Customer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. BECIL also reserves the right to call for additional information from the bidders. No post-bid clarification on the initiative of the bidder will be entertained.
- 3.11 **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional bids will be rejected.
- 3.12 BECIL will make its decision based on the ability of the Bidder(s) to meet our specific needs, technical expertise of the Bidder(s), delivery capabilities, customer references, past satisfactory performance experience, system completeness etc. besides cost.
- 3.13 BECIL reserves the right to waive off any deviations, accept the whole or part thereof or reject any or all bids and to select the Bidder(s) which, in the sole opinion of BECIL/DPR-MP, best meets the project's interest. BECIL also reserves the right to negotiate with potential bidders so that its best interest to fulfill the need of project is served.
- 3.14 All information contained in this RFP, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared with any other organization, including potential sub-contractors, without prior written consent from BECIL.
- 3.15 BECIL reserves the right to either increase or decrease the quantity of any or all the services included in suggestive bill of material which are estimated requirements and therefore open to variation.
- 3.16 BECIL reserves the right to reject any and all proposals, to negotiate all terms of any agreement resulting from this Request for Proposal, and to request additional information from vendors.
- 3.17 BECIL reserves the right to alter/modify the scope of work mentioned in this RFP document at any stage of the bidding process and contract.



- 3.18 The commercial bid shall clearly indicate the price to be charged without any qualification whatsoever and should include all packing and forwarding, transportation, transit insurance, taxes, duties, fees, levies and other charges as may be applicable in relation to the activities proposed to be carried out. All such charges shall be included in the rates quoted in the prescribed format.
- 3.19 The successful bidder shall keep BECIL informed of the progress on each activity on fortnightly basis. In case of any delay in any particular activity, the recovery plan shall be evolved and given to BECIL for ensuring completion of all the activities within the overall time schedule specified by BECIL. BECIL reserves the right to terminate the contract at any stage of the work by giving 15 days' notice if it is noticed that the delay occurred in any of the activities covered under the contract cannot be made good and will affect the overall work schedule. In this case, BECIL shall revoke the Performance Bank Guarantee of the bidder. The decision of BECIL shall be final and binding.
- 3.20 BECIL reserves the right to monitor work execution progress and review it on as required basis. The works contractor will be fully transparent, responsive and demonstrate at all times that he is in position to complete the work as per the specified time schedule. This RFP is issued for **“Selection of professional agency for Ideation, conceptualization and effective operation of account wide publicity on Social Media for Department of Public Relations (DPR), Govt. of Madhya Pradesh”**.
- 3.21 The bidder is responsible for completeness of the project.
- 3.22 The bidder shall be responsible for any damage to the equipment / site occurred due to negligence of bidder and cost of repair / replacement for the same will be recovered from the bidder.

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

**SECTION III**  
**GENERAL TERMS AND CONDITIONS**

**1. RELATIONSHIP BETWEEN THE PARTIES**

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

**2. INTELLECTUAL PROPERTY RIGHTS:**

- 2.1. Deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the Bidders under this RFP and subsequent to this RFP in relation with this tender shall become and remain the property of BECIL/procuring entity and subject to laws of copyright, must not be shared with third parties or reproduced, whether in whole or part, without BECIL's/ the procuring entity's prior written consent.
- 2.2. The Bidder shall, not later than upon termination or expiration of this Contract and/or subsequent Agreement/Contract signed with the Bidder, deliver all such documents to BECIL/the procuring entity, together with a detailed inventory thereof.
- 2.3. The Bidder shall not incorporate any materials, technology or any item or thing that involves the use of intellectual property rights or proprietary rights that the Bidder does not have the right to use or that may result in claims or suits against BECIL arising out of claims of infringement of any intellectual property rights or other proprietary rights.
- 2.4. The Bidder shall perform all acts necessary to obtain and continue to have all necessary licenses, approvals, consents of third parties free from any encumbrances and all necessary technology, hardware and software to enable it to perform its obligations under this Contract. If license agreements are necessary or appropriate between the Bidder and third parties for purposes of enabling, enforcing or implementing the provisions hereinabove, the Bidder shall be under an obligation to enter into such agreements at its own sole cost, expense and risk.

**3. LAND AND BORDER PROVISION (Format given at Annexure-E)**

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

#### **4. INDEMNITY**

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

- a) Any Compensation/ claim or proceeding by any third party against BECIL arising out of any act, deed or omission by the Bidder;
- b) Any breach by the Bidder of any of its obligations under this Contract or from any negligence under the Contract, including any errors or deficiencies in the performance its scope of work.

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

#### **5. SIGNING OF NON-DISCLOSURE AGREEMENT (Format given at Annexure-F)**

Except with the written consent of the Buyer, the bidder shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

Bidders interested to participate in this RFP, shall have to sign a NON-DISCLOSURE AGREEMENT with BECIL on a non-judicial stamp-paper of Rs. 100. Participation without undertaking for compliance to above shall be invalid and such bids shall not be considered by BECIL.

## **6. CODE OF INTEGRITY (Format given at Annexure-G)**

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

- a) Offering of any bribe or undue gratification in any form to BECIL or its officials, or indulging in any corrupt practices.
- b) Any omission, or misrepresentation that may mislead or attempt to mislead so that a financial or other benefit may be obtained, or any necessary obligation or pre-requisite may be avoided.
- c) Improper use of information provided by BECIL to the Bidder with an intent to gain an unfair advantage in the procurement process or for personal gain.
- d) Any financial or business transactions between the Bidder and any official of BECIL related to tender or execution process of contract, which can affect the decision of BECIL directly or indirectly.
- e) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- f) Obstruction of any investigation or auditing of a procurement process.
- g) Making false declaration or providing false information for participation in a tender Process or to secure a contract.

## **7. CONFLICT OF INTEREST (Format given at Annexure-H)**

Any Bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as non-responsive. Bidder shall be required to declare the absence of such conflict of interest in Form Declarations. A bidder in this Tender Process shall be considered to have a conflict of interest 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/ Details Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc. )of this Tender process; or has a close business or family relationship with a staff of the Procuring Organization who:
  - (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or
  - (ii) would 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.

## **8. UNDUE INFLUENCE**

- 8.1. The Agency/Bidder undertakes that it has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the BECIL or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India.
- 8.2. Any breach of the aforesaid undertaking by the Agency/Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Agency) or the commission of any offers by the Agency or anyone employed by him or acting on his behalf, as defined in the Bharatiya Nyaya Sanhita, erstwhile known as the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle BECIL to cancel the contract and all or any other contracts with the Agency and recover from the Agency the amount of any loss arising from such cancellation, from the present or from any other contract with BECIL.

## **9. UNLAWFUL/UNETHICAL PRACTICES**

- 9.1 If the Contractor/ Bidder has engaged in corrupt, fraudulent, collusive and coercive practices or defaulted commitments under integrity.
- 9.2 Any intentional omission or misrepresentation in the documents submitted by the Bidder for the purpose of due diligence or for the execution of any act essential for the execution of the Project.
- 9.3 If the Bidder uses intimidation / threats or bring undue outside pressure on BECIL or any of its official for acceptance / performances of the deliverable/qualified work under the contract:

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

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

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

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

## **11. BLACKLISTING/ DEBARMENT**

11.1 The Bidder/Contractor shall be debarred/blacklisted from bidding for the contract/tender floated by BECIL for a period of two years, for violation of the code of integrity, for undue influence as well as for the breach of any other terms and conditions of the tender as per the General Financial Rules 2017 and the 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.

## **12. RISK AND COST CLAUSE**

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

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

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

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

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

- 12.6. Termination of Contract on account of any other reason (s) attributable to Agency/Bidder
- 12.7. Assignment, transfer, subletting of Contract by the Agency/Bidder without BECIL's written permission resulting in termination of Contract or part thereof by BECIL

### **13. PENALTIES**

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

### **14. CONFIDENTIALITY**

- 14.1 The Bidder recognizes, accepts and agrees that disclosure of Confidential information to the Staff shall be only on a need-to-know basis and only those staff who are involved in rendering the services and need to have access would alone be informed of Confidential information.
- 14.2 The Bidder recognizes, accepts and agrees that all tangible and intangible information obtained or disclosed to the Bidder's and/or its staff, including all details, documents, data, business/ customer information and the BECIL 's practices and trade secrets (all of which are hereinafter collectively referred to as "confidential information") which may be communicated to the Bidder 's and/or its facility staff may be privy under or pursuant to this Contract and/or in the course of performance of the Bidder 's obligations under this Contract shall be treated, as absolutely confidential and the Bidder irrevocably agrees and undertakes and ensures that all its facility staff shall keep the same as secret and confidential and shall not disclose the same at all in whole or part to any Person or persons (including legal entities) an any time or use nor shall allow information to be used for any purpose other than that as may be necessary for the due performance of the Bidder's obligations hereunder except when required to disclose under the due



process and authority of law.

## **15. RIGHT TO INSPECTION**

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

## **16. TERMINATIONS**

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

- a) If the Bidder refuses or fails to execute the specified quantum of work or any separate part thereof with diligence or ensure its completion within the time specified in the RFP, or subsequent work order issued thereto, then it shall be open to BECIL at its option by written notice to the Agency/Bidder to:
- b) To terminate the contract without prejudice to any other remedy available under the Contract. That a notice of cure, highlighting the deficiency or problem shall be served on the Agency /Bidder by BECIL, with an opportunity to cure the same within a period of 15 days. That on the non-resolution of deficiency, a notice of termination shall be served on the Agency/Bidder and the Contract shall be deemed terminated after a period of 15 days from the date of notice of termination.

### **16.2 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 Agency/ Bidder, and the contracts shall be deemed terminated after the end of the period of fifteen days from the date of notice of termination.

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

### **16.3 Termination due to Insolvency**

- a) If the Agency/Bidder dissolves or become bankrupt or insolvent or cause or suffer any receiver to be appointed for its business of any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, then BECIL shall be at liberty :-
- b) To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by a fifteen day notice in writing to the Agency/Bidder or to give the Receiver or liquidator or other person, the option of carrying out the contract

subject to its providing a guarantee upto an amount to be agreed upon by BECIL for due and faithful performance of the contract.

#### **16.4 Termination for Convenience**

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

#### **17. POST TERMINATION RESPONSIBILITY**

- 17.1. In all cases of termination herein set forth, the obligations of BECIL to pay shall be limited to the period upto the date of termination, subject to the receipt of such payment from the Client.
- 17.2. That any pending bills raised by the Bidder, prior to or post the termination of the Contract on account of the breach of the terms and conditions of the contract, shall be put on hold, till the time, the corresponding payment is received from the Client and any amount deducted by the Client against the bills raised by BECIL shall be consequently deducted from the bills raised by the Bidder respectively.
- 17.3. The Bidder shall forthwith stop any of its work then in progress, except such work as BECIL may, in writing, require to be executed at the designated site/premises.
- 17.4. That in the event of termination under clause 17.1 and 17.2 the whole or part of the performance security furnished by the Agency/Bidder is liable to be forfeited without prejudice to the right of BECIL to recover from the Agency/Bidder any accruing or incurred losses or damages, on account of termination of contract due to unsatisfactory performance/ delay in execution of work.

#### **18. NOTICES**

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

shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given official e-mail or facsimile) or Fifteen (15) clear days after posting (if sent by post) at the Party's principal or registered office address as set out below:

**Broadcast Engineering Consultants India Ltd,  
C-56/ A-17, Sector-62, Noida-201307, U.P., India.  
Email: bipin.pandey@becil.com**

## **19. NO WAIVER**

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

## **20. AMENDMENT:**

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

## **21. ARBITRATION**

### **21.1. 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.

## **21.2. 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 loss(es) incurred by BECIL as a consequence of the invocation of the litigation/arbitration proceeding owing to the suspension or abandonment of work by the Bidder/Agency shall be reimbursed by the Bidder/Agency.
- i) In the event of initiation of AMRCD proceedings between BECIL and the client, the decision / mutual settlement arrived at, on the conclusion of the proceeding between

the parties, shall in turn become applicable on the selected agency/Bidder in all respects.

## **22. JURISDICTION**

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

## **23. Force Majeure**

- 23.1. For the purpose of this Contract, the term “Force Majeure” shall mean an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance ,and which makes a Party’s performance of its obligations hereunder impossible or impractical as reasonable to be considered impossible in the circumstance, inclusive of but not limited to war, riots, civil disorder, earthquake, fire, strikes, lockouts or other industrial action (except where such strikes lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent) , confiscation or nay other action by the Government Agencies.
- 23.2. Force Majeure shall not include (i) any event which is the caused by the negligence or intentional action of a Party or by of such Party ‘s agents or employees , nor(ii) any event which a diligent party could reasonably have been expected both to take into account at the time of the acceptance of the work order under this RFP, and avoid or overcome with persistent effort in carrying out its respective obligations.
- 23.3. In the case of failure to perform this Agreement due to any force majeure, neither party shall be liable for such failure, nor this Agreement shall be terminated automatically, if the persistence of such force majeure event continues for more than three months. In the case of failure to perform any part of this Agreement due to any force majeure, the party suffering from such force majeure may be exempted from corresponding liability to the extent of the impact of such force majeure. However, such party shall continue to perform other obligations under this Agreement which have not been affected by such force majeure.

## **24. SUBCONTRACTING**

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

## **25. EXTENSION OF TIME**

25.1. It is hereby agreed that BECIL shall by mutual agreement update and extend the timeline/ milestone for the completion of work after discussion with the Client and its officials.

25.2. Any period within which Bidder is unable to complete the work or perform its obligations due to persistence of force majeure event, shall be extended for a period equal to the time during which the Bidder was unable to perform such action.

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

## **26. TRANSFER AND SUB-LETTING:**

Transfer and sub-letting is not allowed.

## **27. ASSIGNMENT:**

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

27.2. Subject to clause mentioned above, the selected Agency shall not be permitted to assign its rights and obligations, under the Contract/ Agreement / work order, to any third party.

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

## **28. CONSORTIUM: NOT ALLOWED**

## **29. FORFEITURE OF EMD**

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

- 29.1. If a Bidder withdraws or amends their tender during the validity period.
- 29.2. Tender changes: If a Bidder changes the terms, conditions, or prices after the opening date
- 29.3. Order acceptance: If a Bidder fails to accept an order after it's placed
- 29.4. False documents: If a bidder submits false or fabricated documents
- 29.5. In the case of a successful bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time.
- 29.6. During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- 29.7. If a bidder indulges in any unlawful/unethical/immoral act during the process of bidding/order finalization.

The successful bidder's EMD will be discharged upon the bidder's acceptance of the LOI / SO/PO satisfactorily and submission of Performance Bank Guarantee (PBG).

## **30. NON-EXCLUSIVE:**

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

## **31. PERSONNEL:**

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



- 31.2. The Bidder shall use its best efforts to ensure that sufficient personnel are assigned to perform the Services and those personnel have appropriate qualifications, skills and experience to perform the Services. If BECIL requests that any personnel employed by the Bidder be replaced, the substitution of such personnel shall be accomplished as per the terms of this RFP and subsequent Contract/ WO
- 31.3. The selected Bidder shall be responsible for the performance of all its obligations under the Contract and shall be liable for compliance with all relevant labor acts and statutory legislations.

### **32. COMPLIANCE WITH APPLICABLE LAW:**

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

### **33. SEVERABILITY:**

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

### **34. ENTIRE CONTRACT:**

The Contract/ Agreement / work order with all Appendices and Schedules appended thereto, contents and scope/ specifications of the RFP, all the corrigendum's, response to queries etc. that may be issued against this RFP and the Bidder's offer including presentation and all supporting documents shall constitute the entire Contract/ Agreement / work order between the Parties with respect to their subject matter, and as to

all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this clause shall be interpreted so as to exclude any liability in respect of fraudulent misrepresentation.

### **35. LIQUIDATED DAMAGES**

35.1. If the Bidder fails to achieve the completion of the work in accordance with the scheduled completion date as given in the Contract or the subsequent Work Order issued thereto, BECIL may without prejudice to any other right or remedy available to it as under the Contract or Law:

35.2. Recover from the Bidder liquidated damages equivalent to a sum of **0.5% of the value of the undelivered goods/services** for each week of delay beyond the scheduled date of completion or delivery or such liquidated damage, subject to a **maximum of 10% of the contract value** or **such liquidated damages as may be imposed by the Client**, whichever is higher (due to the failure of the Bidder to meet the contractual obligations)

35.3. The amount towards Liquidated Damages shall become leviable from the scheduled completion date or from the expiry of the extension, if any, given by BECIL without the levy of Liquidated damages.

35.4. BECIL may without prejudice to its right to effect recovery by any other method, deduct the amount of Liquidated Damages from any money belonging to the Bidder which has become due or payable (which shall also include BECIL's right to claim such amount against Bidder's Bank Guarantee)

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

### **36. POWER OF ATTORNEY (Format given at Annexure-I)**

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

## SECTION-IV

### COMMERCIAL TERMS AND CONDITIONS

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

1.	<b>Earnest Money Deposit (EMD)</b>	<p><b>:</b> EMD Amount of <b>Rs. 32,00,000/- (Rupees thirty two Lakh only)</b> should be paid only in form of Demand Draft/Bank Guarantee (BG) in favour of <b>Broadcast Engineering Consultants India Limited, New Delhi.</b> (As per <b>Annexure</b>). <b>(No other mode of payment will be accepted)</b>. Bids submitted without EMD will be treated as rejected.</p> <p><b>EMD is to remain valid for a period of forty-five days beyond the final bid validity period.</b></p> <p>EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the <b>Central Purchase Organization and Micro and Small Enterprises (MSEs)</b> as defined in MSEs Procurement Policy issued by Department of MSME as per Rule 170 of GFR-2017.</p> <p><b>The EMD will be forfeited, if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.</b></p> <p><b>EMD will not be accepted in any other form. Bid without EMD will not be accepted. No interest is payable on EMD amount.</b></p>
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**Beneficiary Details:****Bank Name:** HDFC Bank**Branch Name:** Ansals Fortune Arcade, K- Block,  
Sector - 18, Noida - 201301, Uttar Pradesh**Account Number:** 50200076192513**Type of Account:** DOD Account**IFSC Code:** HDFC0000088

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

**Important Note:**

- The EMD amount will not accrue any interest.
- For bidders opting to submit a Bank Guarantee / DD, the original BG / DD must be delivered to BECIL's Noida Office before the bid submission deadline (due date and time). The validity of BG shall be valid for a period of forty-five days beyond the final bid validity period.
- Failure to submit the original BG within the stipulated time will result in the rejection of the bid, and such bids will be considered null and void.
- In case BG is found to be forged, bid will be rejected and BECIL can take suitable action as per law.
- In case a bid is submitted without EMD as mentioned above, BECIL reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.
- Bidder's EMD will be discharged after the finalization of Qualified bidder.

			<ul style="list-style-type: none"> <li>• BECIL may ask bidders to submit additional documents in case any clarification is required through CPP Portal or through official email correspondence.</li> </ul>
<b>2.</b>	<b>Prices</b>	:	<p>The Prices should be quoted in Indian Rupees only.</p> <p>The prices should be quoted exclusive of taxes and all applicable taxes are to be indicated as per format given in RFP.</p> <p>In case, taxes are not mentioned in Financial bid, prices shall be considered inclusive of taxes.</p>
<b>3.</b>	<b>Payment Terms for INR</b>	:	<p><b>Invoices are to be raised by the selected agency on a monthly basis:</b></p> <p><b>Documents required:</b> Submission of original tax invoice, a copy of GST Undertaking &amp; Certificate duly filled, signed and stamped, along with the monthly attendance duly verified by the DPR MP (wherever applicable), has to be submitted to BECIL.</p> <p><b><u>TERMS &amp; CONDITIONS FOR PAYMENTS:</u></b></p> <ol style="list-style-type: none"> <li>1. The payments terms between BECIL &amp; selected agency are on back to back basis and the payment shall be released by BECIL only if and when received by BECIL from our client (DPR-MP) and subject to terms &amp; conditions of the RFP and submission of complete required documents.</li> <li>2. Selected agency will not demand or make any claim under any law with respect to the pending payment till the time corresponding payment is received by BECIL from the Client (DPR-MP). BECIL shall not be responsible in any manner whatsoever for any delay in releasing the payments or withholding of payments by the Client(DPR-MP).</li> </ol>

			<p>3. The (day) date of rendering of services by selected agency shall be the date of realization of payment from the client once the services are accepted by client.</p> <p>4. The monthly invoices raised by selected agency may be accepted by BECIL, however, the date of completion of the deliverables of services shall only be recognized for invoice and its payment when the respective acceptance of services and payment thereof is received from the Client (DPR-MP).</p> <p>5. If in the instant contract, selected agency is acting only as trader / reseller / distributor/ authorized agents and/ or is engaged in a WORKS contract, no benefits under MSME Act 2006 and PPP Policy 2012 as per MSE Guidelines issued by Ministry of MSME would be applicable to it on account of acceptance of back to back payment terms as above. By agreeing to the terms of RFP, the selected agency agrees to forgo its rights under this Act and Policy.</p>
5.	<b>Tax Invoice</b>	:	<p>All Tax invoices should be raised in the name of  <b>“Broadcast Engineering Consultants India Limited, C-56 ,A/17 Sector 62 Noida-201301</b></p> <p><b>BECIL GST: 09AAACB2575L1ZG</b></p> <p>Note:</p> <p>2. Along with Invoice, a copy of GST Undertaking &amp; Certificate duly filled, signed and stamped has to be submitted to BECIL as per format enclosed.</p> <p>3. All the tax invoice must be raised ONLY after the completion of milestone along with supporting documents. Invoice received without completion of respective milestone will not be considered.</p>

			<p>4. Selected agency hereby agrees to ensure timely GST compliances as per the statutory requirements. All the costs pertaining to any GST non-compliance including but not limited to any loss of eligible input tax credit due to non-payment/non-filing of GST return and applicable interest/penalties shall be borne/indemnified by selected agency. Further, selected agency hereby agrees that BECIL reserves the right for reimbursement of any such cost incurred out of the aforesaid noncompliance(s). Selected agency will provide proof of payment of GST i.e. GSTR-1, GSTR-3B, etc. for taking GST payment from BECIL against invoices.</p>
8.	<b>Period of Contract</b>	:	<p>Effective date of the contract period will start from the date of issue of work order and the end date of contract will be <b>02years</b></p> <p>The agency would be appointed for a period of 02 (two) years, subject to an annual review and with the provision that services of the agency may be dispensed with at any time, in accordance with terms listed at Para 16 (Termination) of Section III (General Terms and Conditions) of this RFP. The contract may be extended on mutual consent for a maximum period of 2 years (1 year + 1 year with a minimum 15% and maximum 25% annual cost rise, all other terms and conditions of payment will be the same.</p>
10.	<b>Performance Bank Guarantee</b>	:	<p>The successful bidder shall have to furnish Performance Bank Guarantee (PBG) (<i>Format is given at Annexure</i>) within 15 days from the date of issue of work order for an amount equal to <b>5% of total order value</b> and it will be valid till beyond 6 months of the date of completion of Services.</p> <p>Performance Bank Guarantee (PBG) to be addressed/ in favour of <b>Chairman &amp; Managing Director (CMD), Broadcast Engineering Consultants India Limited (BECIL), Registered &amp; Corporate Office: C-56,</b></p>

			<p><b>A/17, Sector- 62, Noida-201307, U.P.</b></p> <p><b>Beneficiary Details:</b>  <b>Bank Name:</b> HDFC Bank  <b>Branch Name:</b> Ansals Fortune Arcade, K- Block, Sector - 18, Noida - 201301, Uttar Pradesh  <b>Account Number:</b> 50200076192513  <b>Type of Account:</b> DOD Account  <b>IFSC Code:</b> HDFC0000088</p> <p><b>NOTE:</b></p> <ol style="list-style-type: none"> <li>BECIL may forfeit the PBG/ Security on account of any failure on part of the selected Bidder to complete its obligations under the Agreement.</li> <li>Performance security shall be extended from time to time sufficiently beyond the date of completion of the Services to final acceptance by BECIL.</li> </ol>
<b>12.</b>	<b>Special Terms and Conditions</b>	:	<ol style="list-style-type: none"> <li>The Signatory signing the Bid on behalf of the Bidder should be duly authorized by the Board of Directors/Partners of the Bidder to sign the Bid on their behalf. Bidder should submit the Power of attorney-Notarized as given in the prescribed format.</li> <li>BECIL reserves the right to reject/cancel/terminate work order awarded to bidder in case of unsatisfactory performance as per the requirement of DPR-MP/BECIL and BECIL will not release any payment to the bidder in this particular case with the provision to revoke Performance Bank Guarantee (PBG).</li> <li>BECIL reserves the right to reject/terminate/cancel the bid of the bidder in case of providing wrong/hidden information during submission of bid and may revoke the EMD / PBG submitted by bidder.</li> <li>BECIL reserves the right to inspect and monitor/assess the progress / performance of the selected agency at any time during the</li> </ol>



			<p>Contract.</p> <p>5. <b>Change Orders/ Alteration/ Variation:</b> The Bidder should agree that the requirements and Service requirements given in the Tender documents are indicative requirements and are in no way exhaustive and guaranteed by the Purchaser.</p> <p>6. If the rate quoted by a Bidder is found to be either abnormally high or low with in the permissible ceiling limits prescribed but under collusion or due to unethical practices adopted at the time of tendering process, such tenders shall be rejected by tender evaluation committee.</p> <p>7. BECIL reserves the right to accept or reject any or all bids or to re-tender at BECIL's sole discretion at any stage of the bidding process without assigning any reasons to anybody whatsoever.</p>
13.	<b>Taxes</b>	:	Taxes as applicable.

## **SECTION –V : SCOPE OF WORK**

### **1. Project Overview:**

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

The detailed scope of work is as under:-

### **2. Objective:**

- 2.1 The agency shall be responsible for handling, managing and maintaining official social media handles of the Government of Madhya Pradesh as mandated by the Directorate of Public Relations.
- 2.2 If required, the Agency shall be responsible for initiation & creation of new social media handles as per the direction of DPR. An Indicative list of social media handles to be serviced will be provided after the selection of the successful agency. At present an Indicative list of social media handles that are to be serviced, with its followership (as on till date) under Government of Madhya Pradesh is minimum 100 in numbers.
- 2.3 The agency must ensure managed daily posts across all platforms for each assigned social media handle. DPR reserves the right to specify the minimum number of posts at any time if the frequency does not meet expectations. For special events, announcements, assembly sessions, visits, or meetings, the agency will increase the post frequency, in consultation with DPR, to meet additional requirements.
- 2.4 The selected agency shall undertake Social Media Management for the Department of Public Relations, Madhya Pradesh under Government of Madhya Pradesh for such activities which may include, but not limited to the following activities:

#### **a) Enhance Public Awareness**

Disseminate accurate and timely information about government schemes, initiatives, and policies to the public.

Create awareness about important public welfare programs and developmental projects by GoMP and Hon'ble CM.

#### **b) Improve Public Engagement**

Foster meaningful interactions with citizens through interactive campaigns, surveys, and feedback initiatives. - Address public queries, concerns, and suggestions promptly through social media platforms.

**c) Build a Positive Government Image**

Promote success stories and positive developments from various departments to build trust and credibility.

Showcase the state's achievements, cultural heritage, and innovations.

**d) Crisis Management and Reputation, Social Media Monitoring, Audit analysis & Tracking**

Monitor social media platforms for potential crises and provide real-time response strategies.

Social Media Audit, analysis and tracking.

Manage misinformation and clarify government stances to maintain public confidence.

**e) Content Creation and Optimization**

Develop creative and engaging content (posts, graphics, videos, reels, info graphics, etc.) aligned with government objectives.

Optimize content for various social media platforms to ensure maximum reach and engagement.

**f) Targeted Outreach**

Design campaigns targeting diverse demographics within Madhya Pradesh to ensure inclusivity and wide outreach.

Utilize data-driven strategies to enhance campaign effectiveness.

**g) Collaboration with other Govt. Departments**

Coordinate with various government departments and ministries for seamless information flow and campaign execution.

**h) Platform Management**

Manage official social media accounts, ensuring consistent updates and a professional online presence.

Ensure adherence to government communication guidelines and protocols.

**i) Innovative Campaign Development**

Conceptualize and execute innovative campaigns to increase public participation and awareness.

#### **j) Performance Analysis and Reporting**

Regularly analyze engagement metrics and campaign outcomes to measure effectiveness.

Provide detailed reports with actionable insights for ongoing improvement.

### **3. General Scope of work of Social Media Management:**

Post creation, posting, extensive outreach efforts to spread information about state government's schemes, initiatives, policies, achievements and daily messaging. It will include:

#### **3.1 Daily Content Creation and Posting**

- Creating and posting engaging, relevant, and high-quality content daily for each assigned social media handle. - Adhering to content guidelines shared by the DPR, MP while ensuring the content aligns with the objectives and vision of the respective offices.

#### **3.2 Daily Coordination for Content Generation**

- Coordinate daily with DPR, MP and other relevant sources to ensure content authenticity and relevance.  
- Gathering information from various departments for accurate content creation.  
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#### **3.3 Alignment with Government Objectives**

- Ensuring all posts reflect the objectives and ongoing activities of the respective offices.  
- Maintaining a consistent narrative aligned with the government's vision.

#### **3.4 Content Repackaging**

- Repackage existing content such as videos, animations, photographs, GIFs, and text into creative formats to maximize user engagement.  
Innovate with diverse content formats to suit different platforms and audiences.

#### **3.5 Periodic Creative Upgrades**

- Provide periodic updates to the creative look and feel of social media handles, including new artworks, themes, and creatives, subject to approval from the respective offices.

### **3.6 Creation and Management of Social Media Accounts**

- Create new social media accounts as directed by DPR-MP and manage their maintenance and growth.

### **3.7 Crisis Management and Narrative Building**

- Monitoring social media for false information and negative narratives and work to neutralize them with accurate information.

### **3.8 Fact-Checking and Misinformation Control**

- Conduct thorough fact-checking on all content before posting.
- Identify and neutralize false information circulating on social media.
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### **3.9 Live Coverage of Events (Live Broadcast Team Deployment & Operations)**

- Ensure that the live-streamed events are well-integrated with all relevant social media platforms for maximum reach and engagement.

### **3.10 Photography and Videography (Camera and Drone Team)**

- Event Coverage and Videography
- Provide comprehensive Photo and videography services for government events, press conferences, public gatherings, and special programs.
- Capture key moments, speeches, and significant interactions ensuring high-quality visuals that align with the government's objectives.
- Ensure coverage from multiple angles to provide a detailed and dynamic representation of events.
- Coordinate with Madhya Pradesh DPR and other relevant departments to understand event requirements and specific video coverage expectations.

- Conduct location recce for understanding lighting, angles, and technical requirements in advance.
- Prepare shot lists and coverage plans to ensure all critical aspects of the event are captured effectively.
- Capture high-quality photographs of events, dignitaries, interactions, and key moments for official documentation and social media use.
- The agency will mobilize the Photo, Video and Drone broadcast team across Madhya Pradesh and India, as required, to cover events involving the Chief Minister or other dignitaries/conferences or programs. The eligible expenses for any travel will be reimbursed on actuals directly to the selected agency by the DPR MP.
- Provide both candid and posed photographs, ensuring a diverse range of visuals.
- Edit photographs to enhance quality while maintaining authenticity and accuracy.
- Maintain an organized and secure archive of all raw and edited footage and photographs.
- Ensure easy retrieval of content for future use, ensuring proper categorization based on events and timelines.
- Work closely with the social media team to ensure captured visuals are optimized for online platforms.

Provide high-quality visuals in formats suitable for social media, websites, and press releases.

### **3.11 Online Reputation Management & Social Listening**

- As part of managing the online reputation of the Government of Madhya Pradesh, and other assigned handles, the selected agency will implement a comprehensive strategy to monitor and enhance the digital and social media presence. The approach of the selected agency should include the use of effective social listening tools for real-time monitoring and response.
- Comprehensive Social Media Monitoring, to use an industry-approved in-house software tool to monitor social media platforms related to the assigned handles. This will include tracking conversations, mentions, and interactions in real time.
- The findings from this monitoring will be regularly reported to Madhya Pradesh DPR for analysis and action.
- Monitor social media platforms to identify and flag emerging trends related to government initiatives, key campaigns, and relevant topics.
- Brand Monitoring and Insights, monitor conversations around the brand (Government of Madhya Pradesh and its key figures) to gain insights on public sentiment, queries, and interactions.

- Provide detailed reports on the reach, engagement, and responses related to campaigns and other public-facing initiatives.
- The selected agency will perform moderation across all relevant social media platforms to address issues such as spam, unauthorized ads, and inappropriate content.
- A fortnightly report to be provided, summarizing feedback and highlighting any areas that require attention or response..

### **3.12 Establishment of a dedicated Research Team**

- Establish and maintain a dedicated research team. This team will be responsible for overseeing a wide range of tasks aimed at validating and enhancing the messaging associated with various government initiatives.
- Content Validation and Enhancement, the research team will ensure that all content produced for the government's social media platforms is accurate, credible, and aligned with the objectives of the government. This includes verifying facts, checking data, and ensuring content integrity before publication.
- Data Collection and Analysis, the team will collect and analyse data from reliable sources to support content creation. This will involve researching relevant trends, government policies, and other important topics to create content that is both informative and relevant.
- To utilize advanced tools and methodologies for data analysis to ensure the credibility of the information used in content creation.
- Collaborate closely with different departments of the Government of Madhya Pradesh to gather insights, data, and official materials. This collaboration will ensure that the content produced is aligned with the ongoing initiatives and vision of the government.
- Staying updated with Emerging Trends in social media, digital communication, and public sentiment to ensure that the content resonates with the target audience and addresses current issues.
- To monitor industry shifts, public opinion, and the evolving needs of the citizens to create timely and relevant content.
- Assess the effectiveness of the content through analytics, performance metrics, and feedback that will help measure the outcomes of the social media campaigns to ensure that they meet the desired goals and objectives.

### **3.13 Crisis Communication & Management: (QRT Team)**

- In the event of unforeseen occurrences that have the potential to create a false perception about the

Government of Madhya Pradesh, the agency should take proactive steps to manage and mitigate the situation. The approach to crisis communication will be aimed at protecting the reputation of the government while maintaining transparency and trust with the public.

Proactive Monitoring and Response, continuously monitor social media platforms and news outlets for emerging issues or potential crises that could falsely impact the reputation of the government.

- To formulate an appropriate response to prevent escalation and mitigate any negative effects.

- Strategic Messaging and Public Response

- During a crisis to collaborate closely with relevant government departments to ensure consistent messaging and support the overall crisis management plan.

- Engaging with the Public, addressing public concerns and queries on social media platforms in a timely and appropriate manner, while ensuring that all responses are respectful and aligned with the official position.

- Manage any false feedback or misconceptions in a way that minimizes reputational damage.

- To conduct a thorough analysis of the incident to assess the effectiveness of the communication strategy.

- It's the responsibility of the selected Agency to promptly address and counter any false information circulating on social media platforms;

- The selected Agency must provide an accurate, comprehensive, courteous, and prompt feedback system for users on social media platforms. The Agency should collect user inputs and promptly address their requests, queries, and suggestions, while regularly communicating these to the authorized officials of the DPR;

- To ensure a positive user experience, the selected Agency will moderate the content on social media platforms, filtering out spam, advertisements, and unsuitable content;

- Assist the DPR in creating and disseminating timely and accurate messaging during crisis situations.

- In the event of a social media crisis, the selected Agency shall be responsible for crafting and implementing real-time response strategies to lessen negative impacts.

- Query Management: All queries received on all platforms which need not require inputs from the Government must be replied to within 24 hours and all queries which require a consultation with the Purchaser should be answered within two working days.



### **3.14 Reporting**

To ensure transparency and effective performance tracking, the selected agency will provide a detailed report on a daily/weekly/monthly basis. The report will be comprehensive and will include the following key details:

#### **3.14.1 Overview of Ads Run (If Any)**

- A summary of all ads that have been created and run to promote posts related to the event across various social media platforms.
- Information on the specific posts that were boosted, including their content and objective.

#### **3.14.2 Targeting and Audience Reach**

- Detailed information about the target audience for each boosted post, including demographics such as age, gender, location, and interests.
- Insights into the audience reach, including how many people were reached by each ad campaign and the performance metrics for those specific audiences.

#### **3.14.3 Performance Metrics**

- Key performance indicators (KPIs) will be included, such as impressions, clicks, engagement (likes, shares, comments).
- Data on the effectiveness of each campaign.

#### **3.14.4 Analysis of Results**

- A detailed analysis of the performance of the campaign, including a comparison with previous campaigns (if applicable), and identifying what worked well and areas for improvement.

### **3.15 Formulation of Strategy:**

- The agency will develop a result-oriented, comprehensive social media promotion strategy for the Department of Public Relations (DPR), Government of Madhya Pradesh, utilizing a range of social media platforms.
- The agency will also assist in executing a proactive communication strategy, aligned with both long-term and short-term objectives of the DPR, ensuring maximum outreach and engagement.
- The agency will identify and leverage communication and outreach opportunities to enhance the visibility and awareness of government programs, policies, and initiatives of the Government of Madhya Pradesh.

- The agency will build and strengthen relationships with key influencers, media personalities, and stakeholders to amplify the impact and reach of initiatives taken by the Government of Madhya Pradesh.
- The agency will provide support in managing and promoting government-led events, including conferences, seminars, campaigns, and other related activities. Additionally, the agency will assist with online reputation management, ensuring positive engagement and managing relationships with relevant stakeholders, including government entities, private sector players, multilateral organizations, think tanks, and the public.

### 3.16 Content Storage:

- **Storage of raw footages/ content** and processed content for the purpose of archive in digital formats and quarterly submission of same to the Server of DPR-MP or assigned by DPR-MP in easily retainable format;
- **The archive content** should be available for at least 3 years on Server of DPR-MP or assigned by DPR-MP
- **Creatives/Photos Bank** - creatives/photos with cataloguing needs to be developed of high quality and high-resolution aesthetic work of prominent activities and events.

### 3.17 Leveraging Trends & Viral Content:

- **Social Media Monitoring:** Continuously monitor social media trends and identify relevant topics, hashtags, and content formats that can be leveraged to increase engagement and reach for the government's messages.
- **Curated Content Sharing:** Strategically share and promote curated content that aligns with the government's messaging and resonates with target audiences.
- **Content Seeding & Optimization:** Implement strategies to **seed** content across relevant social media platforms and communities to **increase the likelihood of organic virality**. This may involve collaborating with social media influencers and strategically engaging with online communities.

- **Real-Time Audience Engagement:** Actively engage with social media users during live broadcasts and throughout content promotion by responding to comments and questions in a timely and informative manner, fostering a sense of community and **encouraging organic content sharing**.

### 3.18 AI Tools :-

- With requisite qualifications & skill set to gather, collate, design, write contents and post contents on the social media websites under supervision of the Authority.
- Social media sentiment analysis including analyzing posts, comments, or interactions on platforms like Twitter, Facebook, and Instagram to help government and decision makers in determining public opinions and emotions.
- Near real time collect and analyse social media data from platforms such as Twitter(X), Facebook, Instagram, etc.
- Understand the sentiment against social media handles/ post /tweet of specific accounts like of Hon. Chief Minister, ministers, state and central govt. critical offices, specific organizations and houses etc.
- Classify sentiments (positive, negative, neutral) and emotions (e.g., anger, joy, sadness) expressed by citizens and Identify key topics, trends, and issues driving public sentiment.
- Provide actionable insights and visualizations for stakeholders, dashboards and reports in desired formats. Able to generate notifications based on defined criteria against social media.
- Sentiment analysis capable for bilingual posts i.e. Hindi and English.
- Leverage Natural Language Processing (NLP) and data analytics to interpret textual data.
- Module to response social media questionnaires' through chatbots (AI-based tools) to answer common public queries efficiently, improving the department's responsiveness and engagement.
- Provide location-based sentiment analysis enabling Geocoding and GIS visualization.

- Aid the decision-making process by providing insights help government policymakers.
- Capability to scrap the required public media websites or pages on periodic basis for similar analysis.
- Provide a content (video, Audio, documents etc.) solution to store indexed DPRs unstructured information that can be searched, analysed, shared and integrated with any applications.
- A rapid application development platform enabled with native AI features for creating interactive user interface and backend application workflow, as and when required.
- Solution platform with native AI models for speech, vision, document, language and creating digital assistance (Bots) to encompass new use cases as identified and required.
- OEM support services for manpower (100 Man days).

Sr	Solution Layer	Functions
1	Analytics Platform	Sentiment analysis, reports, dashboards and notifications.
2	Integration Platform	Ingest social and public media information
3	Database Platform	To store and process the information, Foundation for AI.
4	Application platform	Create any workflow based application, generate adhoc reports and visualization

5	Content management	Store, Index and search content
6	Infrastructure	Compute, storage, network and security by cloud provider
7	AI models	Database and services from cloud provider

### **3.20 Manpower Requirement**

The number of posts required by Department mentioned with each profile are tentative ,which may increase or decrease as per the requirement of the Department/BECIL:

S No.	Profile	Work	Eligibility & Experience
1.	Project Manager Tentative Posts- 01	Leading the social media mandate and coordination with the Madhya Pradesh DPR & other offices, client servicing & project deliver)	<ul style="list-style-type: none"> <li>Post-Graduation in Mass-communication or Journalism with minimum 15 years of work experience in relevant field.</li> <li>Experience of leading 2 media planning, PR, creative/design and digital/social media assignments for State/Central Governments in projects of at least 6 months duration</li> </ul>

2.	Social Media Team Lead Tentative Posts- 01  (Each for Graphics, Content, Video, QRT, Monitoring, Research, Influencers Engagement, etc)	Leading the social media mandate and coordination with the Madhya Pradesh DPR & other offices, client servicing & project deliver)	<ul style="list-style-type: none"> <li>• Graduate in any discipline. Preferably post-graduate in communications/marketing;</li> <li>• 5+ years of work experience in management, knowledge of digital trends, command over digital ad formats, social media copywriting, social media tools, content development &amp; client servicing.</li> </ul>
3.	Graphics Designer Tentative Posts- 10	Producing artwork, graphic & visualization work to develop content for social media outreach	<ul style="list-style-type: none"> <li>• Graduate (any discipline), Degree/Diploma/Course in graphic designing/animation, or similar academic field.</li> <li>• 3+ years of experience in designing &amp; developing social media creative, video/image editing skills &amp; developing new-age social content.</li> <li>• Working expertise in Canva, Corel, Adobe Photoshop, Illustrator and In-design to manage design work.</li> </ul>
4.	Video Editor Tentative Posts- 05	Producing artwork, Videos, Motion Graphics & visualization work to develop content for social media outreach	<ul style="list-style-type: none"> <li>• Graduate (any discipline), Degree/Diploma/Course in Video Editing/Animation, or similar academic field.</li> <li>• 3+ years of experience in designing &amp; developing social media creative, video/image editing skills &amp; developing new-age social content.</li> <li>• Working expertise in Adobe Premiere Pro, After-effect, Final Cut Pro, DaVinci Resolve to manage design work.</li> </ul>
5.	Content Writer Tentative Posts- 60	Content development & copywriting for social media outreach, in Hindi/English)	<ul style="list-style-type: none"> <li>• Post-Graduation in Hindi, Political Science, Mass-communication or Journalism, with advanced proficiency in written Hindi</li> <li>• 3+ Years of content writing/editorial experience for a PR or media firm/Government client, with excellent writing and editing skills in Hindi</li> </ul>

6.	Creative Content Writer Tentative Posts- 01	Experience writing website copy, marketing campaigns, landing page content, and social media content, as well as conducting thorough research, editing and proofreading	<ul style="list-style-type: none"> <li>• Post-Graduation in Hindi/English, Political Science, Mass-communication or Journalism, with advanced proficiency in written Hindi</li> <li>• 4+ Years of content writing/editorial experience for a PR or media firm/Government client, with excellent writing and editing skills in Hindi</li> </ul>
7.	District Coordinators (SMAs) Tentative Posts- 03	To cover various events, create success stories for the government of Madhya Pradesh and manage social media at district level.	<ul style="list-style-type: none"> <li>• Graduate (any discipline), with Multimedia Skills and basic knowledge of Social Media</li> </ul>
8.	Department Handlers Tentative Posts- 03	To cover various events, create success stories for the government of Chhattisgarh and manage social media at district level.	<ul style="list-style-type: none"> <li>• Graduate (any discipline), with Multimedia Skills, Content writing skill and basic knowledge of Social Media and Madhya Pradesh.</li> </ul>
9.	Social Media Executive Tentative Posts- 01	Social Media Management	<ul style="list-style-type: none"> <li>• Post-Graduate in Mass-Communication or journalism with minimum 8 years of experience in relevant field</li> <li>• Experience of handling social media handles/mandates for any State/Central Government Agency in projects of at least 6 months duration.</li> </ul>
10.	Live Streaming Video Grapher Tentative Posts- 01	For live broadcasting of all the events across different social media platforms	<ul style="list-style-type: none"> <li>• Graduate (any discipline)</li> <li>• 3 years of work experience in social media management.</li> </ul>
11.	Research Analyst Tentative Posts- 01	To conduct research for social media outreach.	<ul style="list-style-type: none"> <li>• Full time MBA/MTech/MCA with 60% marks</li> <li>• At least 4 years of total experience.</li> <li>• At least 2 years' experience as a data scientist in analytics projects</li> <li>• 3 years of work experience in research/ report writing / Publication/PPT.</li> </ul>
12.	Subject Matter Experts (Finance, Admin, Tourism, Infrastructure, Industry, Transport, Good Governance, etc.)	To conduct research and advice on various subjects.	<ul style="list-style-type: none"> <li>• - Graduate in a relevant field with knowledge of digital performance analytics, content research and reporting.</li> </ul>

	Tentative Posts- 01		<ul style="list-style-type: none"> <li>- 3 years of work experience in research/ report writing / Publication and PPT</li> </ul>
13.	Monitoring Expert Tentative Posts- 01	To monitor trends, important topics, public sentiment etc	<ul style="list-style-type: none"> <li>Graduate (any discipline)</li> <li>3+ years of work experience in social &amp; media management.</li> <li>Working experience with different tools and technologies used for monitoring Social Media.</li> </ul>
14.	Motion Graphics Designer Tentative Posts- 02	Create engaging animations and motion graphics for digital platforms.	<ul style="list-style-type: none"> <li>- Graduate (any discipline), Degree/Diploma/Course in Video Editing/Animation, or similar academic field.</li> </ul>
15.	2D & 3D Animator Tentative Posts- 02	<p>Design and produce high-quality 2D and 3D animations.</p> <p>Develop storyboards and visual concepts for animation projects.</p>	<ul style="list-style-type: none"> <li>- Graduate (any discipline), Degree/Diploma/Course in Animation, or similar academic field.</li> </ul>
16.	AI Specialist Tentative Posts- 01	Collaborate with the creative team to integrate AI in visual and video content creation.	<ul style="list-style-type: none"> <li>- Graduate (any discipline), Degree/Diploma/Course in Animation, AI or similar academic field.</li> </ul>
17.	Voice Over Artist Tentative Posts- 02	Provide high-quality voice recordings for videos, ads, and other multimedia content.	<ul style="list-style-type: none"> <li>Graduate (any discipline).</li> <li>3 years of work experience in social media management.</li> </ul>
18.	Videographer with all required equipments (Camera Team) Tentative Posts- 05	<p>Capture high-quality footage for events, campaigns, and other multimedia content.</p> <p>Set up and operate cameras, ensuring proper lighting, angles, and framing for optimal shots.</p>	<ul style="list-style-type: none"> <li>Post Graduate degree in videography.</li> <li>3+ years of work experience in social media management.</li> </ul>
19.	Photographer with all required equipments (Camera Team) Tentative Posts- 05	<p>Capture high-quality footage for events, campaigns, and other multimedia content.</p> <p>Set up and operate cameras, ensuring proper lighting, angles, and framing for optimal shots.</p>	<ul style="list-style-type: none"> <li>Graduate (any discipline)</li> <li>3 years of work experience in social media management.</li> </ul>
20.	Data Analysts Tentative Posts- 05	For analysis of social media data/ insights. Preparation of reports.	<ul style="list-style-type: none"> <li>Full time MBA/MTech/MCA with 60% marks</li> <li>At least 2 years of total experience.</li> </ul>



			<ul style="list-style-type: none"> <li>At least 1 year experience as a data analyst in analytics projects</li> </ul>
21.	Illustrator / Cartoonist Tentative Posts- 02	To Create Illustration and Cartoons required for social media outreach	<ul style="list-style-type: none"> <li>- Postgraduate Degree/diploma in graphic designing/animation</li> </ul>
22.	QRT (Quick Response Team) Tentative Posts- 10	<p>Monitor social media platforms for emerging trends, urgent issues, and public inquiries.</p> <p>Provide timely, accurate, and professional responses to comments, messages, and mentions.</p> <p>Escalate critical issues to the relevant departments for further action when needed.</p>	<ul style="list-style-type: none"> <li>Graduate (any discipline)</li> <li>3 years of work experience in social media management, with knowledge of copywriting, monitoring, content research and reporting.</li> </ul>
23.	Drone Operator with a drone and with all required equipments Tentative Posts- 02	<p>Capture high-quality footage for events, campaigns, and other multimedia content.</p> <p>Set up and operate the drone, ensuring proper lighting, angles, and framing for optimal shots.</p>	<ul style="list-style-type: none"> <li>Graduate (any discipline)</li> <li>3+ years of work experience in social media management.</li> </ul>
24.	Social Listening Analysts Tentative Posts- 01	Strong analytical skills, experience with social listening tools, and an understanding of online conversations	<ul style="list-style-type: none"> <li>Graduate (any discipline) from a recognized University</li> <li>Preferably in the space of social media/ social media account operations/ analytics operations/communication agency/newsroom operations.</li> </ul>

**IMPORTANT:**

1. BECIL and DPR MP will notify the successful agency of the number of resources to be deployed for the project from time-to-time. BECIL and DPR MP, as and when required, will notify the successful agency to deploy additional resources or reduce the deployed resources by giving a prior notice of 15 days. The agency will produce monthly invoices based on the actual manpower deployment for the particular month. The cost of per man month against each of the proposed profiles to be quoted separately.

2. The location of deployment of the proposed resources will be in Bhopal or anywhere in India as required by DPR-MP. BECIL and DPR MP may demand additional manpower, if need be, on the same terms and conditions. The DPR MP will provide seats for 80% of resources at an appropriate physical office in Bhopal.
3. The agency must ensure that the onsite deployed resources have their own technology supplies like laptop, necessary software, etc., to perform day-to-day tasks.

**NOTE:**

1. The agency must study the current/past content strategy of all listed social media handles to understand the scale, vision, purpose & the positioning and identify new ways to elevate its social media outreach efforts.
2. The agency must mandatorily comply with all statutory compliances as per Contract Labour (Regulation and Abolition) Act 1970, Payment of Gratuity Act, 1972, Payment of Bonus Act, 1965, Maternity Benefits Act 1961, EPF Act 1952, ESI Act 1948, or other relevant/ applicable statutory rules, regulations, and their amendments promulgated from time to time, in respect of all manpower deployed/ employed by the agency for the purpose of this project. The agency will be required to submit relevant proofs of compliances with such acts/ regulations to BECIL, whenever mandated/ requested by BECIL.
3. The team /manpower deployed by the agency must be available, capable and equipped to respond 24x7, keeping in mind the mandate & objective of social media outreach efforts and its time sensitive ecosystem. The agency is expected to perform tasks as listed in the 'scope of work' above.
4. Few on-site deployed resources will be required to travel regularly to cover events on social media (in the form of live stream, photography, videography, event, summit, meetings, content creation, posting, etc.). The eligible expenses for any travel will be approved and reimbursed on actuals directly to the selected agency by the DPR MP.
5. All content/assets created as part of the project will be the sole property of the DPR MP.

**3.21 Deliverables:**

<u>1. Social media audit report</u>	<u>5. Community management reports</u>
<u>2. Comprehensive social media strategy document</u>	<u>6. Social media analytics reports</u>
<u>3. Content calendars for each platform</u>	<u>7. Influencer engagement reports</u>
<u>4. Regularly scheduled social media posts</u>	<u>8. Crisis communication plan (co-developed with client</u>

**3.22 Specific deliverables:**

<u>Social Media Content Calendar</u>
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<u><b>Social Media Content Calendar</b></u>	<u><b>Daily (For Approval)</b></u>	<u><b>A one-week advance plan outlining post topics, themes, formats, posting times, and CTAs for each assigned social media platform.</b></u>
<u><b>Short-form Videos (Reels, etc.)</b></u>	<u>As per requirement of DPR-MP</u>	<u>High-quality, original videos optimized for each platform's specifications and audience preferences.</u>
<u><b>Updates (in consultation with DPR)</b></u>	<u>As per requirement of DPR-MP</u>	<u>Clear, concise, and up-to-date information about the government entity or official represented by the handle.</u>
<u><b>Social Media Monitoring Reports</b></u>	<u>As per requirement of DPR-MP</u>	<u>Insights from 24/7 social media monitoring of all assigned handles/brands, including brand mentions, sentiment analysis, key conversations, trends, reach, engagement, and competitive analysis (if applicable).</u>
<u><b>Campaign Concepts</b></u>	<u>As per requirement of DPR-MP</u>	<u>Proposals for social media campaigns addressing specific themes or projects, developed in consultation with the respective government office.</u>
<u><b>Real time sentiment analysis and responding to negative sentiments</b></u>		

#### **Deployment Activities, Timelines & Penalties:**

The following outlines the key deployment activities, expected timelines, and penalties for non-compliance:

<u><b>S.No.</b></u>	<u><b>Activities</b></u>	<u><b>Timelines</b></u>	<u><b>Penalty Beyond Timelines</b></u>
<u><b>1</b></u>	<u>Submission of Project Plan to DPR</u>	<u>Start of Engagement (T) + 15 Days</u>	<u>Penalty of 0.5% of the annual contract for every value week of delay.</u>
<u><b>2</b></u>	<u>Appointment of Key Resources and Qualified Manpower at Bhopal</u>	<u>T + 15 Days</u>	<u>Penalty of 0.5% of the monthly fee value for each nondeployed/delayed resource for every week of delay.</u>

### **3.23 Penalty Clause:**

3.23.1 Subject to contract conditions, if the selected agency fails to commence the activities within the specified timeframe, BECIL on the recommendation of DPR-MP may, without prejudice to its other remedies, impose the following penalties:

#### **Shortfall in Attendance of Deployed Resources**

- If a key resource is absent for three consecutive working days without prior notice or approval, a penalty by BECIL on the recommendation with DPR-MP of Rs. 5,000 per day for each absent resource may be levied upon the selected agency.

#### **Conflict of Interest**

- If a deployed key resource is found to be engaged in any activity other than the current assignment BECIL on the recommendation with DPR-MP may impose a penalty of Rs.50,000 per resource.

3.23.2. If the selected agency fails to deliver any or all of the services within the original/re-fixed delivery period(s) specified in the contract, the BECIL on the recommendation of DPR-MP will be entitled to deduct/recover the Liquidated Damages for the

delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever.

- 3.23.3 That the Agency shall indemnify BECIL in case of imposition of liquidated damages, penalty or third party claims, arising due to negligence, commission of work and non-performance it.
- 3.23.4 In the event of any penalties, deductions, disincentives, or charges levied by the DPR MP 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 by BECIL from the bills submitted by the Agency.

## **SECTION –VI: ELIGIBILITY CRITERIA AND EVALUATION**

### **Prequalification Criteria**

<b>S. No.</b>	<b>Criteria</b>	<b>Documentary Evidence</b>
1	The Bidder shall be Company/LLP/ bidder incorporated /registered in India under Companies Act 1956/2013; with at least 3 years of operations in India as on Bid submission date.	<ul style="list-style-type: none"><li>- Incorporation certificate under companies act 1956/2013</li><li>- PAN card &amp; GST details, Article of association &amp; Memorandum of association, as applicable</li></ul>
2	The bidder must have a minimum average annual turnover of INR 64 Cr and the bidder must have a minimum net worth of 5 Cr during the immediate three preceding financial years ending on 31st March 2024. (Turnover of sister concerns/affiliates would not be considered)	<ul style="list-style-type: none"><li>- CA certificate (original) after the date of issuance of RFP</li><li>- Audited balance sheets for the last three preceding financial years ending on 31st March 2024.</li><li>- Profit and loss statement for the last three preceding financial years ending on 31st March 2024.</li></ul>
3	The bidder must have deployed at least 50 similar Social Media Professionals mentioned in the point number: 19 of the scope of work Named “Manpower Requirement” of this RFP on any single project in the last 3 years with the State or Central Government / State Department / PSUs in India.	<ul style="list-style-type: none"><li>- LOA / Agreement / Contract / Work Order/Completion Certificate duly certified by the Authorized Signatory of the bidding company.</li><li>- Copy of EPF/ESI registration along with the copy of latest filing return and payment challan of EPF/ESI of the last month</li></ul>
4	<p>The bidder must have successfully executed or currently executing a single work order of value equal to or more than of INR 6.5 Cr Indian rupee in the field of Social Media &amp; communication management in the last 3 years with the State or Central Government/State Department / PSUs.</p> <p>In the case of an ongoing project, the Billed/received amount should be more than INR 6.5 Cr Indian rupees and must have been active for at least 12 months before the bid submission date.</p>	<ul style="list-style-type: none"><li>- LOA / Agreement / Contract / Work Order/Completion Certificate duly certified by the Authorized Signatory of the bidding company.</li></ul>

5	The bidder must have successfully executed or currently executing similar projects in the field of Social Media & communication management projects in 5 different departments of the State Government/Central Government in or through PSUs in the last 3 years.	- LOA / Agreement / Contract / Work Order/Completion Certificate duly certified by the Authorized Signatory of the bidding company.
6	The Bidder should not be blacklisted/ debarred/ banned/ restricted by any Union Govt./State Govt. / PSU as on date of submission of the Bid. - "Self declaration for blacklisting as per the given annexure" duly signed by authorized signatory signing the bid, should be submitted in the bid.	Self-certification by the authorized signatory. False certification and/ or nondisclosure will lead to forfeiture of the EMD and disqualification from the evaluation process.
7	The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing.	A Certificate by the CA should be submitted in the bid.
8	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 5 Cr.	Certificate / Sanction letter/Undertaking from the Bank with tender reference.

**Notes:**

- i. Bidders should submit the supporting documents mentioned in the table outlining the Eligibility Criteria
- ii. Bids of firms not conforming to the eligibility criteria listed above will be rejected. Submission of forged documents will also result in the rejection of the bid.

## Technical Evaluation Criteria of Proposal

Each Proposal, which meets the minimum eligibility in, shall be evaluated accordingly to the following criteria and granted a score. If the score is less than 70 as per the scoring criteria mentioned below, then the bidder will not qualify for financial evaluation. The bidder shall be disqualified, and the financial bid of those disqualified bidders shall not be opened.

S. No.	Criteria	Maximum Marks
1.	<p>Minimum Average Annual Turnover of INR 64 Cr or more in the last three financial years (i.e. 2021-22, 2022-23 and 2023-24). <i>(Turnover of sister concerns/affiliates would not be considered)</i></p> <p>INR 64 - 100 Cr – 5 Marks More than INR 100 Cr – 10 Marks</p> <p><u>Documentary Evidence:</u></p> <ul style="list-style-type: none"> <li>- CA certificate (original) Audited balance sheets for the last three financial years (i.e. 2021-22, 2022-23 and 2023-24) to support the claim (signed after the date of issuance of RFP)</li> <li>- Profit and loss statement for the last three financial years (i.e. 2021-22, 2022-23 and 2023-24)</li> </ul>	10 Marks
2.	<p>The bidder must have deployed similar Social Media Professionals mentioned in clause 20 of the scope of work Named “Manpower Requirement” of this RFP on a single project in the last 3 years with the State or Central Government / State Department / PSUs in India.</p> <p>50-100 Professionals - 5 Marks More than 100 Professionals - 10 Marks</p> <p><u>Documentary Evidence:</u></p> <ul style="list-style-type: none"> <li>- LOA / Agreement / Contract / Work Order/along with the completion certificate, duly certified by the Authorized Signatory of the bidding company</li> </ul>	10 Marks

3.	<p>The bidder must have successfully executed or currently executing a single work order in the field of Social Media &amp; communication management in the last 3 years with the State or Central Government / State Department / PSUs.</p> <p>Project Value of more than INR 6.5 Cr up to 12 Cr - 5 Marks  Project Value of INR more than 12 Cr up to 18 Cr - 10 Marks  Project Value of more than INR 18 Cr - 15 Marks</p> <p>In the case of an ongoing project, the billed/received amount should be more than the indicated value as on the last date of bidding of this RFP. The bidder needs to submit a letter by the work order issuing authority stating the same.</p> <p><u>Documentary Evidence:</u></p> <ul style="list-style-type: none"> <li>- LOA / Agreement / Contract / Work Order, duly certified by the Authorized Signatory of the bidding company</li> <li>- In the case of an ongoing project, the amount billed by the date of issuing this RFP should be more than INR 6.5 Cr. The bidder needs to submit a letter by the work order issuing authority stating the same.</li> </ul>	15 Marks
5.	<p>Experience in the field of social media management projects for State/Central Government/PSUs in India in the last 3 years (<i>Scope includes social media management, name of the influencers/numbers of required posts/ targeting platforms. Projects with only social media management will be considered eligible.</i>)</p> <p>More than 3 up to 5 Projects: 5 Marks  More than 5 up to 10 Projects: 10 Marks  More than 10 Projects: 15 Marks</p> <p><u>Documentary Evidence:</u></p> <ul style="list-style-type: none"> <li>- LOA / Agreement / Contract / Work Order, duly certified by the Authorized Signatory of the bidding company</li> </ul>	15 Marks
6.	<p><b>Qualification and Experience of the Proposed Manpowers</b></p> <ul style="list-style-type: none"> <li>- One Resume for each of the proposed designation, fulfilling the required eligibility criteria and professional experience need to be attached in the technical bid for evaluation.</li> </ul>	10 Marks



7.	<b>Technical Presentation</b> <ul style="list-style-type: none"> <li>- Understanding of scope of work</li> <li>- Approach, Methodology and Work Plan</li> <li>- Social media dummy creative</li> <li>- Any other innovative idea/ strategy</li> <li>- Past similar work experience</li> <li>- Company credentials, capabilities &amp; achievements</li> <li>- Understanding of the assigned social media handles and the current social media content strategy</li> <li>- Comprehension of the scope of work, its sanctity, approach to elevate content outreach for each of the assigned social media handle</li> <li>- Detailed project plan for a period of 02 year for the GoMP</li> </ul>	40 Marks
	<b>Total Marks</b>	100

### **Bid Evaluation**

The bid evaluation process comprises of the following two steps: **Step I** – Technical bid evaluation **Step II** – Price bid evaluation.

**Step- I (Technical bid evaluation)** Bidders, whose bids are responsive, based on eligibility on minimum qualification criteria as in Pre- Qualification Criteria and score at least 70 marks in the Technical Evaluation Criteria, would be considered as technically qualified. Price Bids of such technically qualified Bidders alone shall further be opened.

\*The schedule for technical presentation (if required) will be communicated to bidders. It is mandatory for the invited bidders to appear for Technical Presentation else the bid would not be considered for further evaluation. Bidders need to submit the soft copy and hard copy of the technical presentation at the time of technical presentation.

### **Step- II (Price Bid evaluation)**

The Financial Bids of technically qualified Bidders will be opened on the prescribed date by the department. The financial proposals of the bidders qualifying the Step- I shall only be open at this stage.

### **Combined Final Evaluation:**

The total score of each firm will be calculated by weighing the score of the technical proposal and the financial proposal. The weight for technical proposal/bid will be 80% and the weight for financial proposal/bid will be 20%. Based on the weighted scores, the firm will be ranked from the highest score to lowest score. The firm with the highest score shall be selected for award of contract subject to further negotiations.

### **Formula for determining the financial scores:**

$$S_f = 100 \times F_m / F$$

F<sub>m</sub> is the lowest price and F the price of the proposal under consideration

The weights given to the Technical and Financial Proposals are:

$$T = 0.80, \text{ and } P = 0.20$$

Combined and final evaluation proposals of the post qualified applicant consultants during the process of evaluation of the technical bid will finally be ranked according to the total score (Technical Score + Financial Score).

For this QCBS (Quality & Cost Based Selection) evaluation, the lowest evaluated. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T+P= 1) as under  $S = St \times T\% + Sf \times P\%$

The Firm achieving the highest combined technical and financial will be ranked as first and will be awarded with the project. In case of tie between two or more bidders, work will be awarded to the bidder having the highest technical score among them.

A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such a situation, the bid evaluation committee would check as to whether while floating the RFP all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of bids, etc. were fulfilled. If not, the RFP would be re-floated after rectifying deficiencies.

The bid process shall be considered valid even if there is one responsive Bid, provided that: -

- a.the Bid is technically qualified;
- b.the price quoted by the bidder is assessed to be reasonable;
- c.the Bid is unconditional and complete in all respects;
- d.there are no obvious indicators of cartelization amongst bidders; and
- e.the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document.

**SECTION – VII**  
**ENCLOSURES AND ANNEXURES**

**ANNEXURE – A**

**Bid Covering Letter**

To  
The Deputy General Manager  
Broadcast Engineering Consultants India  
Limited BECIL Bhawan, C-56, A/17,  
Sector-62, Noida-201307  
Reference: RFP No.<<>> dated << 202X>>

Dear Sir/Madam,

We, the undersigned, offer to provide backend services to the Purchaser with your Request for Proposal 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 the Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <180> days as stipulated in the RFP document.

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

Signature of Authorized Signatory

Place:

Date:

Address:

Mobile:

Email ID:

**ANNEXURE – B****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	
6.	Names of principal persons 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.	
8.	In case of change of Name of the Firm, former Name / Names and year/ years of establishment:	
9.	GST/PAN registration certificate	
10.	Whether an assessment of income tax. If so, mention the 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 RFP amount. (Furnish details in a separate sheet and enclose copy of the employers certificate)	
13.	Specify the maximum value of single work executed in the past three years.	
14.	Status and details of disputes/ litigation/ arbitration, if any.	
15.	Certificate of financial capability / credit facility (fund based or non-fund based) issued by the bank.	

Signature of Authorized Signatory

Place:

Date:

Address:

**Bank Mandate Form**

**HDFC Bank Limited**  
 Ansal's Fortune Arcade,  
 K Block, Sector 18,  
 Noida - 201 301.

**Mandate Form**

The Details for the facilitating the Payment are given below

A	Name of the Beneficiary	BROADCAST ENGINEERING CONSULTANTS INDIA LIMITED
i	Address With Pin Code	BECIL Bhawan, C-56/A17, Sector -62, Noida – 201307 (U.P.)
ii	Permanent Account Number (PAN)	AAACB2575L
iii	(a) Telephone No. With STD Code	0120-4177850
	(b) Fax Number	0120-4177879
	(c) Contact Person	Sh. Awadhesh Pandit General Manager – (Finance)
	(d) E-Mail Address	gmfinance@becil.com
	(e) Mobile No.	9953119035
B	Bank Particulars	
i	Bank Name	HDFC Bank
ii	Bank Telephone No. with STD Code	0120-4664332
iii	Branch Address with PIN Code	Ansal's Fortune Arcade K-Block, Sector-18, Noida-201301 Uttar Pradesh
iv	11 Character IFSC Code of the Bank (Either enclosed a Cancelled Cheque or obtain Bank Certificate as appended)	HDFC0000088
v	Bank Account Number as appearing on the Cheque Book	50200076192513
vi	MICR Code	110240014
vii	SWIFT Code	HDFCINBB
vii-	Bank Account Type	DOD Account

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

Signature verified as per our record without  
 any responsibility on our part  
 For **HDFC BANK LIMITED**  
 K-Block, Sector-18, Noida  
 Authorised Signatory  
 09/01/25

[www.hdfcbank.com](http://www.hdfcbank.com)

**Bid Security Declaration Form**

**(Applicable only for MSME):**

*<To be submitted in company's letterhead>*

**To,**

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

**BECIL BHAWAN , C-56 /A-17,**

**Sector-62 , Noida -201307 (U.P.)**

**Subject: Bid Security Declaration form for “Selection of professional agency for providing skilled human resource for Ideation, conceptualization and effective operation of account wide publicity on Social Media for Department of Public Relations (DPR), Govt. of Madhya Pradesh” vide Ref. No. .... Dated .....**

Dear Sir,

We, the undersigned, solemnly declare that:

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

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

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

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

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

Sincerely,

**(Signature with date)**

.....

**(Name and designation)**

**Duly authorized to sign bid for and on behalf of.....**

**[name & address of Bidder and seal of company]**

**Dated on [insert date of signing]**

**Place [insert place of signing]**

**LAND BORDER DECLARATION CERTIFICATE**

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

**Tender Document No: ..... Date: .....**

**Bidder's Name, Address & contact details: .....**

**Bidder's Reference No. .... Date: .....**

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

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

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

**Penalties for false or misleading declarations:**

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

---

**(Signature with date)**

---

**(Name and designation)**

**Duly authorized to sign Bid for and on behalf of**

---

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



**NON-DISCLOSURE AGREEMENT**

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

THIS AGREEMENT is made on this the ..... day of ..... 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-authorised use and disclosure

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

**1. INTERPRETATION**

1.1 In this agreement, unless otherwise specified:

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

- (ii) use of any gender includes the other genders;
- (iii) references to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- (iv) references to a 'person' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- (v) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- (vi) any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- (vii) references to a 'business day' shall be construed as a reference to any day that is not a Sunday or a public holiday and starts at 9 am;
- (viii) references to times are to Indian standard time;
- (ix) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
- (x) all headings and titles are inserted for convenience only. Ambiguities w.

## **2. TERM**

2.1 This Agreement will remain in effect till a twenty four (24) months 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 services containing or consisting of the disclosing party's Confidential Information all copies thereof.

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

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

- (i) was independently developed by or for the Receiving Party without reference to the Information, or was received without restrictions; or
- (ii) has become generally available to the public without breach of confidentiality obligations of the Receiving Party;
- (iii) was in the Receiving Party's possession without restriction or was known by the Receiving Party without restriction at the time of disclosure;

- (iv) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the Receiving Party has given the disclosing party prompt notice of such demand for disclosure and the Receiving Party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or
- (v) is disclosed with the prior consent of the disclosing party;
- (vi) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the Receiving Party from the disclosing party under an obligation of confidence; or
- (vii) the Receiving Party obtains or has available from a source other than the disclosing party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use towards the disclosing party.

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

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

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

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

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

## **7. DISPUTE RESOLUTION**

7.1 If a dispute arises in relation to the conduct of this NDA, 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.** \_\_\_\_\_

**Pre Contract Integrity Pact**

**(₹ 100/- non-judicial stamp paper)**

**INTEGRITY PACT**

**Between**

Broadcast Engineering Consultants India Limited (BECIL)

**hereinafter referred to as**

"Purchaser",

**And**

(.....)

Hereinafter referred to as

**"The Bidder/Contractor"**

**Preamble**

BECIL intends to award, under laid-down organizational procedures, contract(s) **for** ....., BECIL values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidders/Contractors.

In order to achieve these goals, BECIL and the above-named Bidder/Contractor enter into this agreement called 'Integrity Pact' which will form a part of the bid.

It is hereby agreed by and between the parties as under:

**Section I - Commitments of *BECIL***

- (1) ***BECIL*** commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a) No employee of *BECIL*, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a



promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.

- b) BECIL will, during the tender process treat all Bidder(s) with equity and fairness. BECIL 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) BECIL will exclude from evaluation of Bids its such employee(s) who has any personnel interest in the Companies/Agencies participating in the Bidding/Tendering process If Chairman and Managing Director obtains information on the conduct of any employee of BECIL which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, he will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions under its Rules.

## Section II - Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor 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/Contractor will not, directly or through any other person or firm, offer, promise or give to BECIL, or to any of BECIL'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 an advantage during the tender process or award for the execution of the contract.
  - b) The Bidder/Contractor will not enter into any illegal agreement or understanding, whether formal or informal with other Bidders/Contractors. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c) The Bidder/Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Bidder/Contractor will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by BECIL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d) The Bidder/Contractor of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.
  - e) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.
  - f) The Bidder/Contractor will not misrepresent facts or furnish false/forged documents/information in order to influence the bidding process or the execution of the contract to the detriment of BECIL.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### Section III- Disqualification from tender process and exclusion from future contracts

- (1) If the Bidder, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, BECIL may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.
- (2) If the Bidder/Contractor has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, BECIL may after following due procedures also exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/ Contractor and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 3 years.
- (3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, BECIL may revoke the exclusion prematurely.

#### Section IV - Liability for violation of Integrity Pact

- (1) If BECIL has disqualified the Bidder from the tender process prior to the award under Section III, BECIL may forfeit the Bid Guarantee under the Bid.
- (2) If BECIL has terminated the contract under Section III, BECIL may forfeit the Contract Performance Guarantee of this contract besides resorting to other remedies under the contract.

#### Section V- Previous Transgression

- (1) The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 years with any other Public Sector Undertaking or Government Department that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### Section VI - Equal treatment to all Bidders / Contractors

- (1) BECIL will enter into agreements with identical conditions as this one with all Bidders.
- (2) BECIL will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

#### Section VII - Punitive Action against violating Bidders / Contractors

If BECIL obtains knowledge of conduct of a Bidder or a Contractor or his subcontractor or of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractor which constitutes corruption, or if BECIL has substantive suspicion in this regard, BECIL will inform the Chief Vigilance Officer (CVO).

#### Section VIII - Independent External Monitor/Monitors

- (1) BECIL has appointed a panel of Independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC),

Government of India, out of which one of the IEMs has been indicated in the NIT/IFB.

- (2) The IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. He has right of access to all project documentation. The IEM may examine any complaint received by him and submit a report to Chairman-cum- Managing Director, BECIL, at the earliest. He may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the PC Act. However, for ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be referred to the full panel of IEMs, who would examine the records, conduct the investigations and submit report to Chairman-cum- Managing Director, BECIL, giving joint findings.
- (3) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman-cum-Managing Director, BECIL.
- (4) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all documentation of BECIL related to this contract including that provided by the Contractor/Bidder. The Bidder/Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (5) BECIL will provide to the IEM information as sought by him which could have an impact on the contractual relations between BECIL and the Bidder/Contractor related to this contract.
- (6) As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Chairman-cum-Managing Director, BECIL and request the Chairman-cum- Managing Director, BECIL to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to BECIL and the Bidder/Contractor, as deemed fit, to present its case before making

its recommendations to BECIL.

- (7) The IEM will submit a written report to the Chairman-cum-Managing Director, BECIL within 8 to 10 weeks from the date of reference or intimation to him by BECIL and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the IEM has reported to the Chairman-cum-Managing Director, BECIL, a substantiated suspicion of an offence under relevant Anti- Corruption Laws of India, and the Chairman- cum-Managing Director, BECIL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the CVO, the Monitor may also transmit this information directly to the CVC, Government of India.
- (9) The word '**IEM**' would include both singular and plural.

## **Section IX - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

## **Section X - Other Provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of BECIL. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Contractor is a partnership firm or a consortium or Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venture partners.
- (4) Nothing in this agreement shall affect the rights of the parties available under the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).

- (5) Views expressed or suggestions/submissions made by the parties and the recommendations of the IEM in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.
- (6) 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 & On behalf of BECIL  
(Office Seal)  
(Name & Address)  
Witness 1:  
Date:  
Place

---

For & On behalf of Bidder/Contractor  
(Office Seal)  
(Name & Address)  
Witness 2:  
Date:  
Place

**UNDERTAKING OF “NO CONFLICT OF INTEREST”**

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

**Ref. No. ....**

**Date: .....**

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

**Subject: Undertaking of “No Conflict of Interest” for <Tender Name> for Tender/RFP Ref No. :  
..... dated: .....**

Dear Sir,

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

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

- (a) receive or have received any direct or indirect subsidy from any of them; or
- (b) have common controlling shareholders; or
- (c) have the same legal representative for purposes of this Bid; or
- (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or
- (e) influence the decisions of BECIL regarding this bidding process.

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

**For M/s\_\_\_\_\_ (Name of the Bidder)**

**Signature & company seal**

**Name**

**Designation**

**Email**

**Mobile No.**

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

KNOW ALL MEN BY THESE PRESENTS,

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

IN WITNESS WHEREOF WE, \_\_\_\_(*Name of Bidder*)\_\_\_\_, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF Date\_\_\_\_\_.

For Name of Bidder,

\_\_\_\_\_  
\_\_\_\_\_

Accepted

Witnesses:

1. (Notarized)



## ANNEXURE – J

### Annual Turnover & Net worth

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

To

The Deputy General Manager

Broadcast Engineering Consultants India

Limited BECIL Bhawan, C-56, A/17,

Sector-62, Noida-201307

Full Name of Bidder

(Supplier) entity: Full

Address of Bidder

(Supplier) entity:

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

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

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

Signature of Authorized Signatory

Place:

Date:

Address:

Mobile:

Email ID:

**ANNEXURE – K**

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

To

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

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

I/We hereby submit our Bid and undertake to keep our Bid valid for the period of 180 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 – L****Credentials Summary**

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

Signature of Authorized Signatory

Place:

Date:

Address:

Mobile:

Email ID:

**Self-Declaration For Non Black Listing (To be filled by both the bidders in the case of JV/Consortium)**

**\*ON BIDDER'S LETTER HEAD\***

Bidder Ref. No. ....

Date: .....

To

The Deputy General Manager

Broadcast Engineering Consultants India Limited BECIL

Bhawan, C-56, A/17, Sector-62, Noida-201307

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

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

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

Yours faithfully

For,

Signature of Authorized Signatory

Place:

Date:

Address: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email ID:

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

Ref.....

Date

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

**Subject: Undertaking regarding Payment of GST/ Filing of GST Return** Dear Sir,

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

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

Place:

Date:

Address: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email ID:

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

We have thoroughly reviewed the requirements outlined in the RFP 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 RFP, particularly for the DPR-MP 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 RFP specifications, including but not limited to non-compliance in executing the work or support BECIL or any refusal to proceed with the DPR-MP project after the award of work, will result in the forfeiture of our Earnest Money Deposit (EMD), Bank Guarantee (BG), or any equivalent security submitted by us. Additionally, such noncompliance 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

Place:

Date:

Address: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email ID:

**Tentative Bill of Quantity****Table 1: Manpower Costing (Per Month)**

<i>Role</i>	<i>Quantity</i>	<i>Total Effort in Man Month</i>	<i>Man Month Cost in INR</i>	<i>Total Cost in INR (Exclusive of Taxes)</i>
Social Media Team Lead	1	X24		
Graphics Designer	1	X24		
Video Editor	1	X24		
Sr Content Writer	1	X24		
Content Writer	1	X24		
Creative Content Writer	1	X24		
District Coordinators	1	X24		
Department Handlers	1	X24		
<i>Social Media platform Executive (Social media management work)</i>	1	X24		
Live Streaming Video Grapher	1	X24		
Research Analyst	1	X24		
Subject Matter Experts (Finance, Admin, Tourism, Infrastructure, Industry, Transport, Good Governance, etc.)	1	X24		
Monitoring Expert	1	X24		
Motion Graphics Designer	1	X24		
2D & 3D Animator	1	X24		
AI Specialist	1	X24		
Anchor cum News Bulletin Producers	1	X24		
Voice Over Artist	1	X24		

Videographer with all required equipments (Camera Team)	1	X24		
Photographer with all required equipments (Camera Team)	1	X24		
Data Analysts	1	X24		
Illustrator / Cartoonist	1	X24		
QRT (Quick Response Team)	1	X24		
Drone Operator with a drone and with all required equipments	1	X24		
Social Listening Analysts	1	X24		
Social media listening, monitoring, auditing tools	1	X24		
Graphics and Video Editing tools	1	X24		
Twitter Trend Hourly Rate(Rs/hr)				
<b>Total Amount in figure: (Exclusive of Taxes)</b>				
<b>Total Amount in words: (Exclusive of Taxes)</b>				

**Note:** The team proposed above will have to work onsite for daily coordination with the DPR and deliver daily operational tasks as per the Scope of Work mentioned in this RFP but not limited to:- Social Media audit report, Enhancing brand awareness and positive perception of the Madhya Pradesh government on its preferred social media accounts/platforms and MP MyGov portal, Fostering two-way communication and engagement with citizens of Madhya Pradesh, Disseminate information about government initiatives, programs, and services effectively, Develop a strong online reputation and proactively address public concerns and Developing Social Media Content Calendar and Campaign concepts.

**Note:** Cost of the proposed manpower/professional shall include hardware (Laptop, Mobile, other office facilities) and basic software (MS Office) cost and all statutory benefits like EPF, ESI, Gratuity & others.

#### **Terms & Conditions:**

1. The above quoted fee includes all duties, levies, taxes except for GST, which shall be payable extra as per the prevailing rates.



2. The rates quoted would remain fixed for the entire contract period.
3. NIL Value quoted against any value above shall lead to rejection of bid.
4. The Payment for the aforesaid quoted value shall be paid in accordance with Payment Terms.

We agree to all the terms & conditions as mentioned above & in the bidding document and submit that we have not submitted any deviations in this regard.

Authorized Signature {In full and initials with Seal}:

Name and Title of Signatory:

Name of Bidder (Firm/ Company's name):

In the capacity of:

Address:

Contact information (phone and e-mail):

Date & Time:

Place:

**PERFORMANCE BANK GUARANTEE FORMAT**

(on Rs 100 Non Judicial Stamp Paper)

No.....

Dated:.....

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

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

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

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

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

(ii) The invalidity, irregularity or unenforceability of the contract or

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

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

5. We \_\_\_\_\_ hereby agree and undertake that any claim which the bank may have against the supplier shall be subject and subordinate to the prior payment and performance in full of all the obligations of the bank hereunder and the Bank will not, without prior written consent of the Purchaser, exercise any legal rights or remedies of any kind in respect of any such payment or performance so long as the obligations of the Bank hereunder remaining owing and outstanding regardless of the insolvency liquidation or bankruptcy of the supplier or otherwise howsoever. We will not counter claim or set off against its liabilities to the Purchaser with it.

6. We \_\_\_\_\_ further agree with Purchaser that the Purchaser shall have the fullest liberty without or consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said suppliers from time to time or to postpone from any time or from time to time and of powers exercisable by the Purchaser against the said suppliers and forbearer enforce any of the terms and

conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said suppliers or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said suppliers or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

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

9. Notwithstanding anything contained herein above.

i. Our liability under this guarantee shall not exceed \_\_\_\_\_)

ii. This guarantee shall be valid up to and including \_\_\_\_\_; and

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

Dated the.....date of.....

**CHECK LIST**

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

1. EMD amount of **INR 32,00,000/- (Rupees thirty two Lakhs Only)** should be paid only in the form of online- Documentary proof
2. Original ink signed copy of Power of Attorney (PoA) in favour of person authorized to sing the bid document on behalf of bidding firm.
3. Copy of Company registration certificate (Registered Company / Limited Liability Partnership) under applicable law. And Memorandum & Articles of Association
4. Original ink signed copy of all applicable Annexures duly signed and stamped by the Authorized Signatory with its name & designation.
5. Copy of work orders and its completion certificate as per the tender document.
6. Copy of PAN Card, GST Registration, Audited financial statements for the last 3 years i.e. FY 2021-22; 22-23; 23-24 and ITR Acknowledgment for last 3 years i.e. FY 2021-22; 22-23; 23-24
7. Any other relevant registration documents on registration with other appropriate authorities (ESIC, EPFO, Labour department etc.)
8. The financial bid should be uploaded as per the format given in tender document / online tendering portal.
9. All the requisite documents in the prescribed formats placed at Annexures to this RFP
10. Any other document as per tender document.
11. The tender has to be addressed to

**Broadcast Engineering Consultants India Ltd,**

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

**Tel: 0120-4177850**

**Fax: 0120-4177879**

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