

Request for Proposal (RFP)

For

Selection of Backend Partner for Establishment of Digital Classrooms and Digital Libraries in the schools of Himachal Pradesh

**Ref No: BECIL/Proj-DGM/ Digital Classroom & Library/2025,
Date: 05.06.2025**



Issued by

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

(A Government of India Enterprise)

Head Office: 14-B Ring Road, IP Estate, New Delhi- 110 002

Corporate Office: BECIL BHAWAN, C-56-A/17, Sector-62, Noida-201 307

Website: www.becil.com

Table of Contents:

Contents

Tender Information Summary (TIS).....	6
Section-I.....	8
General Information & Instructions To Bidders	8
About BECIL.....	8
1. Disclaimer	8
2. General Information.....	8
3. Intent of the RFP.....	9
4. Procedure and terms & conditions.....	10
(b) Two BID System.....	10
5. Vendors Requirement.....	12
6. Proposal Response Format.....	12
7. Commercial Terms and Conditions	13
8. Glossary of Terms.....	16
9. Selection Procedure:.....	17
10. Evaluation Process & Award.....	18
Evaluation Process	18
11. Notification of Selection	19
12. Disqualification:.....	19
13. Bidder Code of Conduct and Business Ethics:.....	19
Pre-Qualification, Technical Evaluation and Financial Criteria.....	20
1. Pre-Qualification Criteria:.....	20
2. Technical Evaluation Criteria	21
3. Financial Criteria	22
Section-III.....	23
Scope of Work, Technical Specifications and technical compliance certificate	23
A. Scope of Works:	23
B. Technical Specifications:	25
C. Technical Compliance Certificate.....	32
Section –IV.....	33
General Terms and Conditions	33
1. Relationship between the Parties.....	33
2. Intellectual Property Rights.....	33
3. Land and Border Provision (Format Given at Annexure-XII).....	33
4. Indemnity (Format Given at Annexure-V).....	33
5. Signing of Non-Disclosure Agreement (Format given at Annexure-XIII).....	34
6. Code of Integrity (Format Given at Annexure-XV).....	34

7.	Conflict of Interest (Format Given at Annexure-XIX).....	34
8.	Undue Influence	35
9.	Unlawful/Unethical Practices	35
10.	Penalty for Breach of Integrity, Conflict of Interest and Undue Influence	35
11.	Blacklisting/ Debarment.....	35
12.	Risk and Cost Clause	35
13.	Penalties.....	36
14.	Confidentiality	36
15.	Right to Inspection.....	36
16.	Terminations.....	37
	Termination of Contract by BECIL due to unsatisfactory performance	37
	Termination due to Breach.....	37
	Termination due to Insolvency	37
	Termination for Convenience.....	37
17.	Post Termination Responsibility.....	37
18.	Notices	38
19.	No Waiver	38
20.	Amendment:	38
21.	Arbitration	38
22.	Jurisdiction	39
23.	Force Majeure	39
24.	Subcontracting	40
25.	Extension of Time.....	40
26.	Assignment:	40
27.	Non-Exclusive:	40
28.	Personnel:	40
29.	Compliance with Applicable LAW:	40
30.	Severability:	41
31.	Entire Contract:.....	41
32.	Liquidated Damages	41
33.	Power of Attorney (Format Given at Annexure-XIV).....	41
34.	Forfeiture of EMD	42
	Section –V	43
1.	Timelines	43
2.	Delivery Address	44
3.	Currency of the Tender	44
4.	Payment Schedule	44
5.	Penalties.....	44
6.	Generic.....	45
8.	Exit Management Plan Post Termination/ Expiry of Term of the CONTRACT.....	45

Section – VI	46
Annexures-I	46
Proposal submission letter	46
Annexures-II.....	48
Declaration Letter.....	48
Annexures-III	49
Acceptance Letter	49
Annexures-IV	50
Profile of the Bidder.....	50
Annexures-V	51
Indemnity Bond	51
Annexures-VI.....	52
Format for Blacklisting Undertaking.....	52
Annexures-VII	53
Financial Strength of the Bidder	53
Annexures-VIII	54
Detail of Work Experience	54
Annexures-IX.....	55
Integrity Pact – Pre-Contract Integrity Pact.....	55
Manufacturer’s Authorisation Form (MAF) On OEM Letter Head and Bidder Letter Head	60
Annexures-XI.....	61
undertaking Regarding Payment of GST/ Filing of GST Return.....	61
Annexures-XII	62
land border declaration certificate.....	62
Annexures-XIII	63
Non-Disclosure Agreement.....	63
Annexure-XIV	68
Power of Attorney for signing the Bid on Rs. 100 Stamp Paper (Notarized)	68
Annexure-XV	69
Self-Declaration for the Code of Integrity	69
Annexure-XVI.....	70
Bid Security Declaration Form.....	70
(Applicable only for MSME):	70
Annexure-XVII.....	71
performance Bank Guarantee Format.....	71
Annexure-XVIII	73
Annexure-XIX.....	75
Annexure-XX	76

Annexure-XXI.....	77
Price Bid Format.....	77
Annexure-XXII.....	78
Mandate Form.....	78
Checklist	79

Tender Information Summary (TIS)

Basic Tender Details			
Tender Title/ Name of the Project	Selection of Backend Partner for Establishment of Digital Classrooms and Digital Libraries in the schools of Himachal Pradesh		
Tender Reference Number	Ref No: BECIL/Proj-DGM/ Digital Classroom & Library/2025, Date: 05.06.2025		
Tender Type	Open Tender	Tender Category	Goods and Services
Tender Fees (Non-Refundable)	INR 5,900/- Form Fees (5000+GST@18%) (non-transferrable & non-refundable) payable through online e-Portal(Mandate form attached at Annexure-XXII)		
No. of Covers	Two Covers		
Selection Method	L1 Basis		
Form of BOQ/ Contract	Lump Sum		
Organization:	BECIL	The Procuring Entity:	BECIL
Authority on whose behalf RFP is invited	Samagra Shiksha, Himachal Pradesh		
Tender Inviting Authority (TIA)	BECIL	Address	C56/A17 Sector-62 Noida 201307
Critical Dates:			
Published Date	05 June 2025	Proposal Validity (Days from the date of Proposal opening)	180 Days
Document Download Start Date	05 June 2025 01.00 PM	Document Download End Date & Time	26 June 2025 01.00 PM
Last date for submission of Prebid queries through email Email : kusum@becil.com	09 June 2025 (Till 11.00 AM)		
Pre Bid Meeting Date	09 June 2025 (12.00 Noon) BECIL Bhawan, C-56/A17 Sector-62 Noida 201307		
Proposal Submission Start Date & Time	11 June 2025 06.00 PM	Proposal Submission Closing Date & Time	26 June 2025, 01.00 PM
Technical Proposal Presentation / Customers Testimonials	Will be informed	Proposal Opening (Financial Proposal) Date & Time	To be notified
Technical Bid Opening Date	27.06.2025, 02.00 PM		
Period of Contract	Till Completion of Project		
Obtaining the RFP Document and clarifications			
eProcurement and Procuring Entity's Portal and helpdesk	https://etenders.gov.in/eprocure/app		
EMD Amount in INR: Online/BG: EMD shall be paid online or a copy of the original	Rs. 25,20,000/-	Bid Securing Declaration permitted in lieu of Bid Security	YES, for MSEs having Udhyaam Certificate and registered in relevant services

BG for the EMD amount shall be uploaded in the CPPP Portal.	As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises MSMEs are exempted from submission of Bid Security. The validity of BG shall be 45 days beyond the final bid validity period.		
Performance Bank Guarantee(PBG)	5% of Estimated price of RFP	Performance Bank Guarantee to be submitted within 15 days from the date of work order	PBG should be made in Favour of Chairman & Managing Director (CMD), Broadcast Engineering Consultants India Limited (BECIL), Registered & Corporate Office: C-56, A/17, Sector-62, Noida-201301, U.P. Ph.: 0120-4177850.
Contact Details for this RFP	Name :- Ved Prakash Gupta Designation :- Dy. General Manager Email :- kusum@becil.com		

The RFP is divided into Six Sections

Section-I General Information & Instructions to Bidders

This Section provides information to help Bidders prepare their bids. Information is also provided on the submission, opening and evaluation of bids and on the award of Contracts.

Section-II Pre –Qualification, Technical Evaluation and Financial Criteria

This Section provides information about the eligibility criteria, Technical Evaluation and Financial Criteria

Section-III Scope of Work, Technical Specifications and Technical Compliance Certificate.

This Section includes Generic and technical requirements, Detailed technical specifications for the project.

Section-IV General Terms and Conditions

Section –V Special Terms and Conditions

This section contains information about the Timelines of the project, Delivery Address, Payment Schedule, Penalties, Performance Bank Guarantee, Local Sourcing and Generic Clause

Section-VI Annexures

This section contains Formats for Proposal Submission, Acceptance, Declaration, Bid Security Declaration, EMD Submission Format, PBG Format, NDA Format, Vendor Information Form, Pre Contract Integrity Pact and Other Formats

Section-I

GENERAL INFORMATION & INSTRUCTIONS TO BIDDERS

ABOUT BECIL:

Broadcast Engineering Consultants India Limited (BECIL) an ISO 9001:2008 certified, a Mini Ratna public sector enterprise of Government of India under Ministry of Information & Broadcasting, was established on 24th March, 1995 for providing consultancy services of international standards for broadcasting in transmission and production technology including turnkey solutions in the specialized fields of Terrestrial & Satellite Broadcasting, Cable, Media and various Information Technology (IT) related fields, including security, surveillance, acoustics & audio-video systems and smart cities.

BECIL is the professional platform which caters to all aspects of projects related to TV, Radio, Communication, IT, Security and Media from concept to completion and from regulation to realization.

1. Disclaimer:

The information contained in this Tender Document, hereinafter called Request for Proposal (RFP) is being provided to interested Bidder for their participation as per the terms and conditions set out herein.

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.

BECIL may, at 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 the BECIL is bound to select or appoint a Bidder for the Project and the BECIL reserves the right to reject all or any of the Bidder or Bids without assigning any reason whatsoever.

The Bidder shall bear all 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 the 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 for submission of the bid, regardless of the conduct or outcome of the bidding process.

2. GENERAL INFORMATION:

- (a) Complete RFP document can be downloaded from CPPP Portal. Bid will be submitted concurrently duly digitally signed on the website <https://etenders.gov.in>.
- (b) It is mandatory for all the Bidders to have Class-III Digital Signature Certificate (in the name of person who will sign the bid document) from any of the licensed certifying Agency recognized by CCA India on eToken/Smart Card.
- (c) **Technical & Financial Bid** have to be submitted online on CPPP Portal.
- (d) **Tender Fee and EMD document should be placed in** a single envelope super scribed as
“Tender Fee and EMD documents” for RFP Ref No BECIL/Proj-DGM/Digital Classroom & Digital Library/2025 Dated 05.06.2025 for Request for Proposal (RFP) for Establishment of Digital Classrooms and Digital Libraries in the schools of Himachal Pradesh”.
- (e) **Hard copy of Technical Bid and EMD Documents should be submitted** before the last date of BID submission **at Tender Box, BECIL Bhawan, C-56/A-17, Block 'C', Sector-62, Noida-201307 (U.P).** Bids will be **rejected** if hard copy **of Technical Bid and EMD Document** are not received before the last date of bid submission.

- (f) Financial bid is to be submitted online ONLY, any hard copy of Financial Bid received at BECIL office will be ignored.

No tender document will be issued after the last date as mentioned above.

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

(b) Bids without tender fees will be summarily rejected.

3. INTENT OF THE RFP:

This RFP is for selection for Backend Partner for Establishment of Digital Classrooms and Digital Libraries in 124 PM SHRI schools of Himachal Pradesh.

(a) Introduction:

The Government of Himachal Pradesh, through the Directorate of Samagra Shiksha, is interested to establish Digital Classrooms and Digital Libraries in school of Himachal Pradesh. This initiative aims to enhance digital learning and educational accessibility for students in the region and will provide leadership in their respective regions for High quality education in an equitable, inclusive and joyful school environment that takes care of the diverse background, multilingual needs and different academic abilities of children and makes them active participants in their learning process. Digital Library will facilitate schools in their learning /teaching process with an objective of enhancing their knowledge and skill set through the use of Information and Communication technologies

(b) Background:

Samagra Shiksha, Himachal Pradesh understands the transformative potential of embedding technology in early education to enrich students's learning journeys. To realize this vision, they propose the deployment of Digital Classrooms to enhance teaching and learning across selected schools in Himachal Pradesh, using Interactive Flat Panel Displays (IFPDs) with Open Pluggable Specification (OPS) units preloaded with educational content. The goal is to deliver, engaging, multimedia-driven learning experiences that spark creativity, participation, and effective knowledge acquisition for young students. These IFPDs will come equipped with rich educational materials, interactive tools, and connectivity options, fostering an immersive classroom environment. This initiative seeks to outfit each school with cutting-edge audiovisual solutions that complement diverse teaching styles and elevate educational outcomes.

(c) Salient Features:

Digital Libraries	
No. of Schools	124
No. of Labs Per School	1
Major Components	Tablets, SD Card 128 GB, Headphones, Tablet Covers, Multimedia Content with PAL or an equivalent assisted learning platform, Teacher Training, Device Management, 01 year of Warranty cum Comprehensive Annual Maintenance Contract from Date of commissioning. That the provision and the scope of work concerning the comprehensive annual maintenance, shall be mentioned in the Letter of Intent.

Digital Classrooms	
No. of Schools	124
No. of Labs Per School	2
Major Components	IFP 65" with Stylus Pens, mounting kit, Sliding Shutter, Web Camera, OPS, UPS 1KVA, Multimedia Content, Teacher Training, 3 years of Warranty cum Comprehensive Annual Maintenance Contract to ensure continued functionality and support. That the provision and the scope of work concerning the comprehensive annual maintenance, shall be mentioned in the Letter of Intent.

4. PROCEDURE AND TERMS & CONDITIONS

(a) The proposal is to be submitted in **TWO BID SYSTEM** with **separate Technical and Financial bid**.

(b) **TWO BID SYSTEM**

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

(ba) **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. Compliance to technical specifications as per Technical Compliance Certificate format given at **Para C of Section – III**.
- (iii) Bidder should not submit financial rates as a part of technical bid. Rates quoted in technical bid would be rejected.
- (iv) EMD/Bid Security Declaration, Pre-Qualification Documents.

(bb) **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 CPPP Portal.
- (ii) Rates quoted without taxes will be assumed that the rates quoted are inclusive of taxes.
- (c) 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.
- (d) The Bidder is advised to submit their credentials duly signed by an authorized signatory over CPPP Portal. The RFP should be submitted prior to the scheduled time for bid submission. 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.
- (e) All bids shall remain valid for a period of **Six months** from the last date of submission of Bid.
- (f) The Bidder shall bear all costs associated with the preparation and submission of RFP and BECIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the RFP process.
- (g) 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.
- (h) **Clarifications regarding Contents of 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 BECIL before the due date set for asking the pre-bid queries mentioned in the Tender Information Summary (TIS) by sending an email to **kusum@becil.com/ved@becil.com**. Please note that only written responses provided through these official emails will be considered valid. All the replies to the pre-bid queries will be published in the CPPP portal on or before one week of time due for bid submission. BECIL will publish all the Pre-bid responses/Corrigendum/Addendum in the CPPP portal, if needed BECIL is not bound to furnish any answers thereafter the closure of the pre-bid queries timeline/date. All the terms and conditions mentioned in the RFP are binding on Bidder.
- (i) 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.

- (j) 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.
- (k) **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.
- (l) **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.
- (m) **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.
- (n) 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.
- (o) 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/Samagra Shiksha, 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.
- (p) 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.
- (q) BECIL reserves the right to either increase or decrease the quantity of any or all the items included in suggestive bill of material which are estimated requirements and therefore open to variation.
- (r) 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.
- (s) 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.
- (t) The commercial bid shall clearly indicate the price to be charged 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. The GST (Goods and Services Tax) should be specified separately as per the Price Bid Format at **Annexure XXI**.
- (u) 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.
- (v) 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.
- (w) This RFP is issued for the **"Establishment of Digital Libraries and Digital Classrooms in 124 PM SHRI schools of Himachal Pradesh"**. The bidder is responsible for completeness of the project.
- (x) 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.
- (y) 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.

- (z) The bid response should be signed by an authorized signatory. The firm should enclose the power of attorney in the name of authorized signatory.

5. VENDORS REQUIREMENT

(a) Additional information

Vendors should provide the following additional information.

- (i) A copy of the latest / last annual report of the company and wherever applicable of the key principals. This is required, amongst other things, to understand the financial strengths, growth rate etc. of System Integrator (S.I.).
- (ii) List with details (including name of client) of similar work executed in India.
- (iii) Particulars of the partners or related / inter-linked company in India for sales, installation / commissioning and support (for Bidder/Agency OR, principals with whom you have a tie-up (in the case of integrators).
- (iv) Any other detailed information of relevance (such as market shares etc.) with supporting documents or references.

(b) LOGISTICS ARRANGEMENTS

- a) All arrangements required for transportation of equipment and lodging/ boarding of maintenance personnel would be the responsibility of Bidder.
- b) Bidder shall coordinate with client for Road permit/E-way Bill for movement of material to and from Site.

6. PROPOSAL RESPONSE FORMAT

- a) The Bidder should ensure that all the required documents, as mentioned in this RFP/ bidding document, are submitted along with the bid and in the prescribed format only.
- b) Non-submission of the required documents or submission of the documents in a different format/ content may lead to the rejections of the bid proposal submitted by the Bidder.
- c) It shall be the sole responsibility of the Bidder to ensure that all the documents required for the Pre-Qualification and the Technical Evaluation of the bid are uploaded on the portal well within time and BECIL shall not entertain any representation from any Bidder, who fails to upload the requisite documents within the stipulated time and date on account of any technical issues related to low internet connectivity, size of the files to be uploaded etc. Therefore, the Bidders are notified that they must read the instructions / information given on the homepage of the e- tender portal and must understand all the nuances of technology in advance.
- d) It is required that all the Bids submitted in response to this RFP should be unconditional in all respects, failing which BECIL reserves the right to reject the Bid.
- e) It shall be the responsibility of the Bidder to re-check that each page of the requisite document uploaded as a part of the bid is stamped and duly signed by an authorized signatory.
- f) Bid documents must be direct, concise, and complete. BECIL will evaluate Bidder proposal based on its clarity and the directness of its response to the requirements of the project as out lined in this RFP. Bidder shall furnish the required information on their technical and commercial proposals in the enclosed/recommended formats only.
- g) The proposal should be submitted in two distinct parts: a Technical Proposal & a Commercial Proposal.
- h) Figures and tables must be numbered and referenced in the text by that number. They should be placed as close to possible to the referencing text. Pages must be numbered consecutively within each section of the proposal showing proposal section and page number.
- i) Proposals shall be based only on the items contained in this RFP and its standard required accessories. The RFP includes official response to pre-proposal conference questions, addenda, and any other material published by the BECIL pursuant the RFP. The bidder is to disregard any previous draft materials and any oral representations it may have received. All responses to the requirements in Sections of this RFP must clearly state whether the proposal will satisfy the referenced requirements, and the manner in which the requirement will be satisfied.
- j) Pricing information shall appear only in the commercial bid and the technical bid shall contain details of material offered and a compliance statement with reference to the bid document highlighting any deviations.

7. COMMERCIAL TERMS AND CONDITIONS

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

1.	Earnest Money Deposit(EMD)	<p>Bidders are required to submit an Earnest Money Deposit (EMD) of ₹25,20,000/- (Rupees Twenty Five lakhs and Twenty Thousand only) along with their bids. The EMD can be paid online or Bidder may submit a copy of a valid Bank Guarantee (BG) for the EMD amount as per the format at Annexure-XVIII specified in this RFP. The copy of the valid BG or online payment receipt must be uploaded on the CPPP Portal. Bids submitted without EMD will be treated as rejected.</p> <p>EMD is to remain valid for Forty-Five days beyond the final bid validity period</p> <p>The EMD amount will not accrue any interest.</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 Central Purchase Organization and Micro and Small Enterprises (MSEs) in related services as defined in MSEs Procurement Policy issued by Department of MSME as per Rule 170 of GFR-2017</p> <p>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.</p> <p>EMD will not be accepted in any other form. Bid without EMD will not be accepted. No interest is payable on EMD amount.</p> <p>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 Mandate Form attached at Annexure-XXII</p> <p>NOTE: Exempted firms must submit Bid Security Declaration (as per format given in Annexure-XVI) in lieu of Bid Security (i.e. EMD) along with valid exemption certificate, else bids will be rejected.</p> <p>Important Note:</p> <ul style="list-style-type: none"> • The EMD amount will not accrue any interest. • For bidders opting to submit a Bank Guarantee, the original BG 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
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		<p>concerned.</p> <ul style="list-style-type: none"> • Bidder's EMD will be discharged after the finalization of Qualified bidder.
2.	Prices	<p>The Prices should be quoted in Indian Rupees only and prices should be FOR destination at Site (124 PM SHRI Schools of Himachal Pradesh)</p> <p>The Price shall include all taxes and levies, and GST (Goods and Services Tax) should be specified separately as per Price Bid Format at Annexure XXI.</p> <p>In case, taxes are not mentioned in Financial bid, prices shall be considered inclusive of taxes.</p>
3.	Payment Terms	<p><u>Payment Schedule for Digital Classrooms</u></p> <p>a) 80% payment will be released on Supply of all equipments of the Digital Classrooms in schools across Himachal Pradesh in adherence to the technical specification subject to the receipt of the funds from Samagra Shiksha, Himachal Pradesh and submission of Delivery Certificates duly signed by the concerned/respective school Heads.</p> <p>b) 20% payment will be released by BECIL after successful installation, commissioning and completion of teacher training, subject to the receipt of the funds from Samagra Shiksha, Himachal Pradesh and submission of the completion documents duly signed from the concerned/respective School Heads, Samagra Shiksha Himachal Pradesh. That the installation and commissioning of the Digital Classrooms shall be deemed complete on the receipt of Delivery Certificates duly signed by the concerned/respective School heads of the Client.</p> <p><u>Payment Schedule for Digital Libraries</u></p> <p>a) 80% payment will be released on Supply of all equipments of the Digital Libraries in schools across Himachal Pradesh in adherence to the technical specification subject to the receipt of the funds from Samagra Shiksha, Himachal Pradesh and submission of Delivery Certificates duly signed by the concerned/respective school Heads.</p> <p>b) 20% payment will be released by BECIL after successful installation, commissioning and completion of teacher training, subject to the receipt of the funds from Samagra Shiksha, Himachal Pradesh and submission of the completion documents duly signed from the concerned/respective School Heads, Samagra Shiksha Himachal Pradesh. That the installation and commissioning of the Digital Libraries shall be deemed complete on the receipt of Delivery Certificates duly signed by the concerned/respective School head of the Client.</p> <p><u>TERMS & CONDITIONS FOR PAYMENTS:</u></p> <ol style="list-style-type: none"> 1. The payments terms between BECIL & 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 (Samagra Shiksha) and subject to terms & conditions of the RFP and submission of complete required documents. 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 (Samagra Shiksha). BECIL shall not be responsible in any manner whatsoever for any delay in releasing the payments or withholding of payments by the Client. 3. The (day) date of delivery of goods and/or rendering of services by selected agency shall be the date of realization of payment from the client once the goods and/or services are accepted by client. 4. The date of receipt of payment from the Client shall be construed as

		<p>the date of acceptance and the date of deemed acceptance in terms of the Micro Small and Medium Enterprises Act 2006.</p> <p>5. The stage wise invoices raised by selected agency may be accepted by BECIL, however, the date of completion of the milestone / delivery of goods or services shall only be recognized for invoice and its payment when the respective acceptance of goods or services and payment thereof is received from the Client (Smagra Shiksha).</p> <p>6. 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 agrees to forgo its rights under this Act and Policy.</p>
5	Consignee	124 PM SHRI Schools of Himachal Pradesh
6	Tax invoice	<p>1. All Tax invoices should be raised in the name of</p> <p>“Broadcast Engineering Consultants India Limited, 14-B, Ring Road, I.P. Estate, New Delhi -110002”</p> <p>BECIL GST: 07AAACB2575L1ZK</p> <p>2. 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>3. 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>
7	Delivery Period	The work including all the deliveries, installation, commissioning and training at schools of Himachal Pradesh should be completed before 20 January 2026.
8	Warranty cum Comprehensive Annual Maintenance Contract	<p>Digital Classrooms: 03 years of Warranty cum Comprehensive Annual Maintenance Contract commencing from acceptance of the system by the Client on Receipt of duly signed certificates by the concerned/respective School Heads.</p> <p>Digital Libraries: 01 year of Warranty cum Comprehensive Annual Maintenance Contract commencing from Date of Commissioning.</p> <p>That the provision and the scope of work concerning the comprehensive annual maintenance, shall be mentioned in the Letter of Intent.</p>
9	Period of Contract	Effective Date of the Contract period will start from the date of issue of Work Order and the End date of Contract will be 3 years from the date of Commissioning.
10	Packing	The material/equipment should be securely packed to withstand transit hazards during different modes of transportation.
11	Performance Bank Guarantee	<p>The Selected Bidder provides a Performance Bank Guarantee (PBG) as per Format attached at Annexure-XVII, within 15 days from the issue of work order for an amount equivalent to 5% of the Estimated Price of RFP, The validity of the Performance Bank Guarantee (PBG) is for the contract period plus 45 days from the date of issue of work order.</p> <p>Performance Bank Guarantee (PBG) to be addressed/ in favour of Chairman & Managing Director (CMD), Broadcast Engineering</p>

		<p>Consultants India Limited (BECIL), Registered & Corporate Office: C-56, A/17, Sector- 62, Noida- 201307, U.P.</p> <p>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 Mandate Form attached at Annexure-XXII</p> <p>The selected Bidder is required to extend the PBG (if required) beyond the initial period. If the selected Bidder fails to extend the PBG, BECIL may encash the PBG. BECIL may forfeit the PBG/Security on account of any failure on part of the selected Bidder to complete its obligations under the Agreement or in the case of non-acceptance of the work order. In case the successful bidder fails to submit this PBG within the time stipulated, BECIL at its discretion may cancel the work order without giving any notice and invite the L2 bidder to discharge its duties and ask to submit the Performance Security from L2 bidder.</p>
12	Taxes	As applicable
13	Proposal Validity	180 Days from last Date of Bid-Submission

8. GLOSSARY OF TERMS:

SL No.	Term	Meaning
1.	Bidder	Bidder should be a company registered in India under the Indian Companies Act, 2013 (erstwhile companies Act, 1956) or Limited Liability Partnership (LLP) or Proprietorship.
2.	Confidential Information	Any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information including any such information that may come to the knowledge of the Parties hereto by virtue of this Contract that: or is by its nature confidential or by the circumstances in which it is disclosed confidential; or is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract.
3.	Contract	The RFP and all Annexures thereto, the Contract entered between the selected Bidder with the Purchaser/ BECIL as recorded in the Contract form signed by the Purchaser and the Bidder including all Annexures thereto and the agreed terms as set out in the RFP, all documents incorporated by reference therein and amendments and modifications to the above from time to time.
4.	Contract Value	The price payable to the Bidder under this Contract for the full and proper performance of its contractual obligations.
5.	Client / End customer /User	Samagra Shiksha, Himachal Pradesh
6.	Effective Date	The date on which this Contract comes into force.
7.	Non- compliance	Failure/ refusal to comply to the terms and conditions of the proposal/ Contract
8.	Parties	BECIL/Client/Successful Bidder as the case may be
9.	Proposal	Response or offer submitted by Bidder for this e-RFP
10.	Purchaser	Broadcast Engineering Consultants India Limited (BECIL)

12.	Services	Services to be provided as per the requirement mentioned in the scope of work and instructions thereof issued from time to time by BECIL.
13.	System Integrator/Service Provider/Agency	Bidder who has been selected to execute the project is referred as Project Implementing Agencies (PIA)/ Vendor/ Finalized Bidder/ contractor who is authorized and a responsible agency to execute (Supply, Installation, Testing, Commissioning, Training, warranty and Support services)
14.	Address of consignee	Samagra Shiksha at 124 schools all across Himachal Pradesh

9. SELECTION PROCEDURE:

- a) The Purchaser will constitute a Bid Evaluation Committee to evaluate the responses of the Bidder.
- b) The Bid Evaluation Committee constituted by the Purchaser shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability of a Bidder to submit requisite supporting documents / documentary evidence within a reasonable time provided to it, may lead to Proposal being declared non-responsive.
- c) The decision of the Bid Evaluation Committee in the evaluation of responses to the RFP shall be final.
- d) BECIL may ask for additional documents/meetings with the Bidder to seek clarifications on their proposals. Bidder has to submit the clarifications / additional particulars through CPPP Portal/through email within the time limit. The Bidders offer will be disqualified, if the clarifications / additional particulars sought are not submitted within the specified date and time.
- e) BECIL reserves the right to reject any or all Proposals based on any deviations contained in them, negotiate all terms of agreement resulting from this RFP and to request additional information.
- f) Each of the responses shall be evaluated as per the criteria's set and requirements specified in this RFP.
- g) The objective of evaluation methodology is to facilitate the selection of technically superior Bidder.

The Bidder will be selected as per the following process:

- a) The Bidder satisfying the eligibility criteria will be shortlisted and will be selected after due scrutiny of documents submitted by the Bidder. BECIL may, at its sole discretion, decide to seek more information from the Bidder. The clarification shall be given in writing immediately.
- b) The Evaluation committee constituted for the purpose, may waive any informality or non- conformity or irregularity in an application which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. All the decisions of the Evaluation Committee would be final and binding upon the Bidder.
- c) Evaluation committee's decision in respect of evaluation methodology and short listing of Bidder will be final and no communications, whatsoever in this respect, shall be entertained.
- d) If the committee finds that the detailed commercial bid submitted by the Bidder is with "NIL" charges/not in order or incomplete etc. then the committee shall treat the bid as non-viable and same shall be rejected, and EMD shall be forfeited. In such case next ranked Bidder shall be considered for further evaluation and so on till a Bidder is selected
- e) If the Agreement with the Selected Bidder is terminated for any reason before the completion of the 01 month term set for project execution, BECIL reserves the right to offer the contract for the remaining term to the L2 Bidder. This will be done by issuing a Notification of Award, provided that the L2 Bidder agrees to perform the services at the L1 rate. If the L2 Bidder declines to match the L1 rate, BECIL will extend the same offer to the L3 Bidder, and so forth. Should none of the shortlisted Bidder agree to match the L1 rate, BECIL will proceed to invite fresh bids.
- f) If any Bidder withdraws his bid, at any stage after the submission of the bid, till the final evaluation or declaration of the final selected Bidder, it shall be declared a defaulting Bidder and EMD of such defaulting Bidder shall be forfeited and Purchaser reserves right to blacklist such Bidder for next three years from participating in any Purchasers' tender. In such situation the tendering process shall be continued with the remaining Bidder as per their ranking.
- g) If the Bidder backs out after being declared as selected Bidder, it shall be declared a defaulting Bidder and EMD of such defaulting Bidder shall be forfeited and Purchaser reserves right to blacklist

such organization for next three years from participating in any Purchaser Tender.

10. EVALUATION PROCESS & AWARD

Proposals will be evaluated for meeting all technical requirements and system completeness as per Tender document.

Lowest Bidder (L1) will be the bidder with Lowest Financial Offer and will be the winner for the said tendering process.

Factors which may be considered as a part of evaluation amongst others will include the following:

1.	Product Quality	:	Only reputed industry tested equipment and solutions with reliability will be accepted, non-standard make/model of equipment will disqualify the proposal technically.
2.	Up-gradation/ Modular design	:	System/equipment should be future looking, modular in design and open to technology upgradation besides being capable of add on facility and features in phased manner.
3.	Assurance of supply	:	Vendor's technical capability, Organizational stability, reliability of equipment and ability to meet timelines.
4.	Service	:	After sales service, availability of spare parts/technical support, warranty offered.
5.	Integration Experience	:	Expertise and experience of the bidder in system / sub system of integration of similar nature.
6.	Delivery Schedule	:	Delivery timeline will be critical parameter for evaluation and final decision.
7.	Regulatory	:	Should meet the Regulatory compliance, Safety requirements and Environmental objectives.

Evaluation Process

No enquiry shall be made by the bidder(s) during the course of evaluation of the RFP, after opening of bid, till final decision is conveyed to the successful bidder(s). However, the Committee/ its authorized representative and office of BECIL can make any enquiry/ seek clarification from the bidders, which the bidders must furnish within the stipulated time else the bids of such defaulting bidders will be rejected. The proposal will be evaluated on the basis of its content, not its length.

- a) The bidders' proposals will be evaluated as per the requirements specified in the RFP and adopting the evaluation criteria spelt out in subsequent paras of this RFP document. The Bidders are required to submit all required documentation as per evaluation criteria specified in RFP.
- b) Proposals received by the prescribed date and time shall only be considered and evaluated by a duly constituted tender evaluation committee.
- c) Upon verification, evaluation/ assessment, if in case any information furnished by the Bidder is found to be Incomplete/ incorrect, their bid will be summarily rejected and no correspondence on the same shall be entertained. Submission of false/ forged documents will lead to forfeiture of security deposit/ EMD and blacklisting of agency for a minimum period of 3 years from participating in BECIL tenders.
- d) The EMD amount will be returned without any interest to the respective disqualified bidders after the submission of Performance Bank Guarantee by the successful bidder.
- e) BECIL will review the technical proposal to determine whether the technical proposals are as per the requirements laid down. Proposals that are not in accordance with these requirements are liable to be disqualified at BECIL discretion.
- f) Evaluation of proposals shall be based on:
 - i. Information contained in the proposal, the documents submitted there to and clarifications provided, if any.
 - ii. Experience and Assessment of the capability of the bidder based on past record
- g) BECIL reserves the right to seek any clarifications on the already submitted bid documents.
- h) Conditional proposals shall NOT be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of the proposals.
- i) Even though bidders satisfy the necessary requirements they are subject to disqualification if they have:

- Made untrue or false representation in the form, statements required in the RFP document.
- Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.

11. NOTIFICATION OF SELECTION:

BECIL shall notify the successful Bidder in writing by a Letter of Intent that its bid response has been accepted. The Bidder shall acknowledge in writing, receipt of the notification of selection and shall send his acceptance within seven (7) days of receiving the notification.

Failure to abide by this, may lead to termination of the selection.

12. DISQUALIFICATION:

The proposal is liable to be disqualified in the following cases or in case Bidder fails to meet the bidding requirements as indicated in this RFP:

- i) Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
- ii) During validity of the proposal, or its extended period, if any, the Bidder increases his quoted prices.
- iii) Proposal is received in incomplete form.
- iv) Non-submission of EMD.
- v) If the Bidder provides quotation only for a part of the project.
- vi) Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly, or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period and if Commercial proposal is enclosed within the same envelope as technical proposal.
- vii) The Bidder tries to influence the proposal evaluation process by unlawful/ corrupt/ fraudulent means at any point of time during the bid process.
- viii) In case any one Bidder submits multiple proposals or if common interests are found in two or more Bidder, the Bidders are likely to be disqualified, unless additional proposals/ Bidders are withdrawn upon notice immediately.
- ix) The bid security document(s) and technical proposal including entire documentation (pdf format) should not contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid.
- x) **Conditional bids will be disqualified.**

13. BIDDER CODE OF CONDUCT AND BUSINESS ETHICS:

BECIL is committed to its values & beliefs and business practices to ensure that companies and suppliers, who supply goods, materials, or services, will also comply with these principles.

Section-II

PRE-QUALIFICATION, TECHNICAL EVALUATION AND FINANCIAL CRITERIA

1. PRE-QUALIFICATION CRITERIA:

Basic Requirements	Specific Qualification Criteria	Documents to be submitted
Legal Entity	The bidder should be Company registered in India under the provisions of the Companies Act, 1956/2013/Proprietorship/ Limited Liability Partnership (LLP).	(a) Valid copy of certificate of incorporation and registration certificates in case of company. (b) Copy of GST registration Certificate. (c) Copy of PAN Number.
EMD	Rs. 25,20,000/- (Rupees Twenty Fifty Lakhs and Twenty Thousand Only through online/Valid BG copy submission as per the given format in Annexure-XVIII . Note: Hardcopy of the original BG has to be submitted at BECIL, Noida office before the bid submission due date and time.	Only MSE's having Udhyaam Certificate and registered in relevant services are exempted from Paying EMD. (As per Rule 170 of General Financial Rules (GFRs) 2017 Note: Updated valid MSME certificate in the relevant category and bid security declaration as per Annexure-XVI to be uploaded in CPPP for getting the EMD exemption.
Certifications	The Bidder must possess a valid ISO 9001 and ISO 27001 certification	Copy of valid certificates.
Bidder Experience	Minimum Experience Required: The Bidder must have at least the following numbers of similar assignments of value specified herein for Virtual Classroom/Digital Classrooms/E Classrooms/Digital Library/ smart classes/ Robotics lab/ Atal Tinkering lab/ language lab/ICT Labs/Computer Labs for Central/ State Government/ PSUs/ Nationalised Banks/ Reputed Organisations in last five years. <ul style="list-style-type: none"> • Three similar completed services costing not less than the amount equal to Rs 5 Cr or • Two similar completed services costing not less than the amount equal to 6.3 Cr or • One similar completed services costing not less than the amount equal to 10 Cr. 	Work Order and Completion Certificate/ Payment Certificate certified by CA with valid UDIN number.
Financial Experience	The bidder should have positive net worth and should have a minimum of average annual turnover of ₹4.2 Crores for last three financial years as on 31.03.2024.	Audited Balance Sheets CA Certificate signed copy with UDIN issued after the date of issue of RFP will be considered.
Bank Solvency Certificate/Credit Limit Facility	Bidder should submit either Bank Solvency certificate or Credit Limit Facility issued by Bank of minimum Rs 3.2 Crores.	Copy of the valid Solvency certificate /Credit Limit Certificate issue by bank to be enclosed in the technical bid
Blacklist Declaration	The Bidder should not have been blacklisted / debarred/ banned/ restricted for any fraudulent practices by any of its client, Central	A Notarized Affidavit on Rs. 100/- stamp paper signed by the Authorized Signatory of the Bidder. Format

	Government/ State Government/ UT/ Government/ Government Undertaking/ University/ Educational Institutions/ Government Bodies/ PSUs in India as on date of submission of the Bid.	attached at Annexure VI
Power of Attorney for Authorized Signatory	Power of Attorney to be on non- judicial stamp paper Rs. 100 as per Indian Stamp Act.	Board resolution /Power of attorney (Notarized). Format enclosed at Annexure -XIV
Manufacturer Authorisation Certificate(MAF)	The bidder should submit Manufacturers Authorization Certificate (MAF) and Technical Compliance sheet from Original Equipment Manufacturers (OEMs) specific to the bid for items mentioned below a) Tablet b) Multimedia Content (for Digital Library and Digital Classroom) c) Interactive Flat Panel Display (IFPD) d) Webcam e) UPS	MAF as per Format attached at Annexure-X , Technical Compliance Certificate as per format at Annexure- XX of RFP with technical Brochures and datasheets <ul style="list-style-type: none"> • Bid Specific MAF as per format enclosed on OEM letter Head for providing comprehensive support and services as per RFP • and Technical Compliance Certificate as per format at Annexure-XX of RFP with technical brochures and data sheet covering all technical specifications to be submitted as per format enclosed on OEM letter head and Bidders letter head. • Compliance confirmation from OEM for each parameter in their letterhead along with the Manufacturer's Authorization form. If there is any deviation, the deviation should be spelt out on the OEM letter head and Bidder letter head.
Consortium	Consortiums are not allowed	
Pre Contract Integrity pact	Bidders participating in the RFP have to submit the signed Integrity Pact at the time bid submission. The bid shall be liable to be rejected in case of non-submission of signed integrity pact	Signed Pre Contract Integrity pact Format attached at Annexure-IX

- Each of the Pre-Qualification condition mentioned in the RFP document is MANDATORY. In case the bidder does not meet any one of the conditions, the bidder will be disqualified.
- The Bidders are requested to furnish information and documents to establish their eligibility. If a bid is not accompanied with all necessary documents, it may be summarily rejected.
- Only the bidders, who fulfill the Pre-Qualification Criterion, will qualify for Technical Evaluation and Presentation. Failing to any of the pre-qualification Criteria shall lead to dis-qualification of the proposal and bidder.

2. Technical Evaluation Criteria

- The technical proposal of qualified bidders will be evaluated as per the requirements specified in the RFP and technical evaluation criteria as mentioned in the RFP Document.
- Bidders may be asked to give a demonstration/ presentation on their understanding of the Scope of Work and their proposal submitted for undertaking the evaluation.
- Each technical proposal will be assigned technical marks out of a maximum of 100 marks. Only the bidders who get Technical Marks of 70 or more will qualify for financial evaluation. Failing to secure minimum marks shall lead to technical rejection of the Proposal and Bidder. The criteria for technical evaluation is as under

Sl. No.	Description	Evaluation Criteria	Criteria wise Marks	Maximum Marks
1	The bidder should have an average annual turnover of Rs 4.2 Crores for the last three financial years as on 31 March 2024.	4.2-8 Crores	15	20
		More than 8 Crores	20	
2	The Bidder should have executed similar assignments for Virtual Classroom/ Digital Classrooms/ E Classrooms/ Digital Library/ smart classes/ Robotics lab/ Atal Tinkering lab/ language lab/ICT labs/Computer labs for Central/ State Government/ PSUs/ Nationalised Banks/ Reputed Organisations in last five years.	Three Projects costing not less than amount equal to 5Cr	10	20
		Two Projects costing not less than amount equal to 6.3 Cr.	15	
		One Project costing not less than amount equal to 10Cr.	20	
3	The bidder should have executed the work of SITC of Digital/Smart Classroom and Digital Library	Single project Value of 10 Crores	10	15
		More than 10 Crores	15	
4	Sample Demonstration (POC) Note: Sample Content along with all videos as per RFP (Scope of Work) should be submitted till last date of bid submission. Videos must be submitted on a pen drive. Agency/ Firm will be invited for the demonstration also.			
4(a)	Hardware Demonstration		15	15
4(b)	Multimedia Content Demonstration		15	15
5	Technical Presentation a) Proposed Mechanism Monitoring of project. b) Work-plan and Methodology.			15
Total				100

3. Financial Criteria

- The **Estimated Cost for the project is Rs 12,60,00,000/- inclusive of GST**. The price quoted by the bidder above the estimated project value will result in bid rejection.
- Financial bids will be opened only for the agencies that will score 70 or more in Technical Evaluation. Failing to secure minimum marks shall lead to technical rejection of the Proposal and Bidder.
- The successful agency will be selected on the basis of L1 price, where L1 indicates the Lowest price offered to BECIL as per price format. The price offered in price bid will be considered as the price offered by Bidder.
- A work order shall be given by BECIL to the declared L1 Bidder

Section-III

SCOPE OF WORK, TECHNICAL SPECIFICATIONS AND TECHNICAL COMPLIANCE CERTIFICATE

A. SCOPE OF WORKS:

a) Digital Library:

The following components include essential hardware, software, training and monitoring mechanisms to support successful implementation

S. No	Component	Particulars	Description
1	Hardware	Tablets + Accessories	<ul style="list-style-type: none"> Tablets are recommended as a preferred hardware to implement PAL program or an equivalent assisted learning platform. Accessories like Headphones, chargers, tablet stands with covers, etc. 10% extra accessories to be provided keeping in mind wear and tear.
2	Software	Truly adaptive and personalised	<ul style="list-style-type: none"> Pre-loaded Content should be sequentially mapped as per NCERT approved platforms and aligned with HP Board syllabus for upper primary and higher grades. Software to be evaluated by Samagra Shiksha/ EdTech Tulna to be leveraged to identify most effective PAL Software or an equivalent assisted learning platform. Implement Device Management Systems in all devices for tracking and troubleshooting.
3	Teacher Capacity Building	Training on both the foundational and functional components of PAL	<ul style="list-style-type: none"> To impart 1 day training covering 1 teacher per school for minimum 6 hours per day in a batch of not more than 50 teachers on normal operation, installing/ configuring and use of, computer education software, common software applications. Physical hands-on trainings to be given to teachers to include PAL as part of the time-table, teaching - learning practice, and for remediation.
4	Web-Based Monitoring Dashboard	A centralised dashboard, to monitor the functionality of devices, usage, learning progress of students, is needed	<ul style="list-style-type: none"> Develop a web-based dashboard with defined KPIs to assess device functionality, device usage patterns (both online and offline), and student learning outcomes. Establish API-based integration with the VSK to enable continuous monitoring and streamlined data access.
5	Monitoring	Service Level Agreement	SLA parameters shall be measured on a weekly/monthly basis as per individual SLA parameter requirements through appropriate SLA measurement tools provided by the successful Agency for the purpose. If the performance of the system/services is degraded significantly at any given point of time during the Contract and if the immediate measures are not implemented and issues are not resolved to the satisfaction of Samagra Shiksha, HP/ BECIL, then BECIL will have the right to take appropriate corrective actions, including termination of the Contract.
6	Technical Support	Helpdesk	Dedicated web-based MIS & helpdesk at State level for troubleshooting and day to day support will setup to monitor the functional status of digital device which will be integrated with Vidya Samiksha Kendra (VSK)

7	Warranty cum CAMC		01 Year of Warranty cum Comprehensive Annual Maintenance Contract from date of Commissioning
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i) *Deliverables: The following deliverables to be supplied per School*

S. No	Product	Quantity Per School
1	Tablets	24
2	SD Cards (128 GB)	24
3	Tablet Covers	24
4	Headphones	26
5	Multimedia Content with Pal or an equivalent assisted learning platform	24

b) **Digital Classroom:**

i) *Components*

The following components include essential hardware, software, training and monitoring mechanisms to support successful implementation

S.No	Component	Particulars	Description
1	Survey 1	Conduction of Baseline Survey	The sample should include at least 30% of the schools from each district that should balance an equal proportion of rural and urban schools, reflecting the diverse educational environments across the region. If schools are not in equal proportion, the number of sampled schools may be adjusted to ensure representation. This may involve increasing the sample size on either side, depending on the distribution of schools, to maintain a balance.
2	Survey 2	Conduction of End-line survey	The sample should include at least 30% of the schools from each district that should balance an equal proportion of rural and urban schools, reflecting the diverse educational environments across the region. If schools are not in equal proportion, the number of sampled schools may be adjusted to ensure representation. This may involve increasing the sample size on either side, depending on the distribution of schools, to maintain a balanced.
3	Hardware	Smart Panels/Interactive Flat Panel Displays (IFPDs)	2 Digital Classrooms per school to be equipped with one 65" Interactive Panel with inbuilt Android 14.0 2 Stylus pens per IFPD 1 UPS per IFPD Panel 1 OPS per IFPD Ensure compatibility with high-quality digital content. Ensure site preparation for effectively deploying Smart Classrooms.
4	Content & Software	Interactive learning tools and digital content	Preloaded Content as per NCERT-approved platforms and aligned with HP Board syllabus for all grades from 1st to 12th. Include subject-specific interactive simulations and e-learning resources. Implement Device Management Systems in all devices for tracking and troubleshooting.

5	Teacher Capacity Building	Training on integrating digital content in lesson delivery	To impart 2 days training covering 1 teacher per school for minimum 6 hours per day in a batch of not more than 50 teachers on normal operation, installing/ configuring and use of, computer education software, common software applications Hands-on training for teachers on effectively integrating digital devices and digital content into daily classroom teaching along with lesson planning, session planning and digital learning.
6	Web-Based Monitoring Dashboard	A centralized system to track digital classroom engagement	Develop a dashboard to monitor Smart Panel usage, lesson plan integration, and student engagement. Ensure API integration with VSK for real-time tracking.
7	Warranty cum Annual Maintenance Contract	Maintenance & Management	Three (03) years of Warranty cum Comprehensive Annual Maintenance Contract (AMC) to ensure continued functionality and support.
8	Monitoring	Service Level Agreement	SLA parameters shall be measured on a weekly/monthly basis as per individual SLA parameter requirements through appropriate SLA measurement tools provided by the successful Agency for the purpose. If the performance of the system/services is degraded significantly at any given point of time during the Contract and if the immediate measures are not implemented and issues are not resolved to the satisfaction of Samagra Shiksha, HP/BECIL, then BECIL will have the right to take appropriate corrective actions, including termination of the Contract.
9	Technical Support	Helpdesk	Dedicated web-based MIS & helpdesk at State level for troubleshooting and day to day support will setup to monitor the functional status of digital device which will be integrated with Vidya Samiksha Kendra (VSK)

ii) *Deliverables: The following deliverables to be supplied per School*

S.No	Product	Quantity Per School
1	IFP 65"	2
2	Sliding Shutter for IFP	2
3	Webcam for IFP	2
4	OPS for IFP	2
5	UPS 1KVA for IFP	2
6	Multimedia Content	2

B. Technical Specifications:

The submitted bid must meet the technical specifications mentioned in this RFP. Failure to meet the specifications will result in rejection of bids. The bidder has to provide compliance to technical specifications as per Technical Compliance Certificate format given in this Section.

1) Tablets:

SNo.	Particulars	Specifications
1	Display	8" IPS/AMOLED/HD or higher
2	Screen Resolution	Minimum 1340x800 - 60Hz or Better pixels, 16 M Colors, Should be capable of playing videos
3	CPU	2.0 GHz or higher with Octa Core
4	Operating System	Android Version 13.0 or above. If Android OS, Device to be listed in Google supported Device list. OS to be Google Certified.

5	Network	WiFi enabled
6	Camera – Primary	Rear Camera - Minimum 8 MP or better
7	Camera - Secondary	Front Camera - Minimum 2 MP or better
8	RAM	Minimum 4 GB or better.
9	Sunlight Readability	Should be 450 NIITS or more.
10	Storage	Minimum 64GB with Expandable Storage support capacity of minimum 1TB, dedicated SD Card Slot
11	OTG Support	Device should support OTG for connecting scanner/biometric device/external USB storage.
12	Battery	Minimum 5000 mAh or better,
13	Browser	Mozilla Firefox/Chrome (Latest version)
14	Audio Jack	3.5 mm headphone jack with mic
15	MDM Tool	Mobile Device Management (MDM) for security and monitoring
16	Weight	Weight of the device should be less than 350 gms
17	Wi-Fi	802.11 a/b/g/n/ac 2.4G+5GHz, Wi-Fi hotspot
18	Bluetooth	V5.3 or better
19	GPS	Should support GPS, AGPS, & Geo Tagging. Location tracking to be supported by Google Maps.
20	Headphones	Compatible with 3.5mm audio jack
21	Tablet Covers	Cover-cum-stand for tablets
22	Warranty	1 year onsite warranty by the bidder.
23	Certifications	BIS, ROHS & SAR Compliant, Make In India Certificate of Class 1 Supplier
24	Toll Free Number	24/7 Toll Free number for service support with minimum of following languages: Hindi and English. Toll Free number should be listed on OEM website also. Availability of Customer Service online portal with "Live Chat" and "e-mail" option.
25	Online Services	Availability of Customer Service online portal with: - Live Chat, e-mail, Service Centre locator, Track your repair, Chatbot, Online appointment, Key spare Part Cost and Out Warranty repair charges.
26	Made in India	Device should be made in India at Manufacturing facilities in India.
27	Annual turnover	OEM average annual turnover should be more than 300+crores for last 3 years

2) Multimedia Content for Digital Library:

SNo.	Particulars	Specifications
1	NCERT and HP Board Syllabus Compliance	<p>Pre-loaded Content should be sequentially mapped as per NCERT approved platforms and aligned with HP Board syllabus for upper primary and higher grades.</p> <p>The content should be delivered completely as per NCERT/HPBoSE for upper primary and higher grades.</p>
2	PAL's or an equivalent assisted learning platform Adaptive Assessment Capability	<p>The solution should have the ability to identify the actual learning level of each student through a diagnostic test on PAL or an equivalent assisted learning platform. Every chapter should have a diagnostic test to assess the learning level of the student, and then guide the student with supplementary content and practice to achieve the aspired learning level in the chapter.</p> <p>The solution should be based on PAL or an equivalent assisted learning platform which has a diagnostic test for every chapter and supplementary guidance to every student.</p>

3	Offline Functionality Requirements	<p>PAL or an equivalent assisted learning platform should work both offline and online, and should not be dependent on the internet. When offline, every student's usage and learning data should be saved offline on devices and then sync to the reporting dashboards whenever connectivity returns.</p> <p>The PAL or an equivalent assisted learning platform solution being offered should work offline completely without internet, and also save usage reports offline which syncs periodically to the project dashboards.</p>
4	Gap Analysis and Learning Path Transparency	<p>PAL or an equivalent assisted learning platform should take students dynamically to up to four grades lower in case of learning gaps from previous years. The interface should clearly show the learning path and the junior grades connected topics as the student learns.</p>
5	Bilingual Interface and Content Requirements	<p>The interface and content should operate in Hindi and English language with proper transliteration of text and voiceover in Hindi. The animated video content should have proper transliteration of text in Hindi and English. The transition and voice synchronization should be smooth and accurate. Each module should have effective and clear voice over.</p>
6	Range of Learning Resources	<p>Each topic should have a set of multiple learning resources including text, images, 2D animated videos, MCQs, Quiz, Books etc.</p> <p>The solution should include multiple learning resources as mentioned above.</p>
7	Animated Learning Content	<p>Conceptual Content should be presented in the form of animations along with audio, video for easy understanding by the students.</p>
8	Preloaded Course Books	<p>The Digital content should include all preloaded state board course books.</p>
9	Rich digital book library	<p>In addition to course books, a digital book library with additional reading material in both Hindi and English medium on stories, emotional development, personal growth, etc.</p> <p>the solution should include a rich digital book library.</p>
10	Holistic Development Content	<p>Inspiring biographies and other aspects of holistic student development should be included.</p>
11	PAL or an equivalent assisted learning platform Evaluation Report Requirements	<p>The OEM should have an edtech tulna evaluation report for PAL or an equivalent assisted learning platform. Tulna evaluation report for PAL or an equivalent assisted learning platform for any one subject to be submitted</p> <p>The OEM should have edtech tulna evaluation report for PAL or an equivalent assisted learning platform. Pls share the report</p>
12	Connected Classroom Solution Evaluation	<p>The OEM should have an edtech tulna evaluation report for connected classrooms for Digital Library. Tulna evaluation report for connected classrooms/digital classrooms for any one subject to be submitted.</p> <p>The OEM should have an edtech tulna evaluation report for digital classrooms/ connected classrooms. Pls share the report</p>
13	Tracking and Monitoring of Usage	<p>The Digital Library and PAL or an equivalent assisted learning platform application should save all reading/learning usage reports offline for every user, and auto sync the reports to a project monitoring dashboard whenever the tablets connect to the internet. These usage reports should help in ensuring tracking of expected usage and learning outcomes.</p>
14	Compatibility with MIS and ERP Systems	<p>The monitoring dashboards should have the feature of a possible integration into any MIS, ERP or Command Control Center in the future through an API, so as to ensure ongoing monitoring of impact and usage outcomes from the digital library project.</p>

15	Web Based Monitoring Dashboard	A centralised dashboard to monitor the functionality of devices, usage, learning progress of students is needed. Develop a web based dashboard with defined KPIs to assess device functionality, device usage patterns (both online and offline) and student learning outcomes. Establish API-based integration with VSK to enable continuous monitoring and streamlined data access.
16	Application Security Requirements	The application installed on the tablets should have a valid Security Audit Certificate from a CERT-in empanelled agency (CERT-in is the Indian Computers Emergency Response Team under MeITY, Govt of India). Valid security audit certificate to be submitted. The solution should have a valid security audit certificate from a CERT-in empanelled agency. Pls share the certificate along with MAF from the OEM/OEMs

3) IFP 65”:

SNo.	Particulars	Specifications
1	Screen	65” Interactive Touch Screen
2	CPU	Quad Core
3	Resolution	3840(H) x2160 (V)
4	Display Color	1.07Billion Colors
5	Brightness	400cd/m2 or better
6	View Angle	R/L 178 (Min.), U/D 178 (Min.)
7	speaker output	20W x 2
8	HDMI Input	Minimum 4 Ports
9	HDMI Output	1
10	Multi-Media USB	USB2.0: * 2 and 4* USB 3.0 (Total 6 USB ports)
11	RS232	1
12	RJ-45	2 (1* In and 1*out)
13	Touch input	2
14	Bluetooth	BT 5.2
15	WIFI	WIFI 6
16	VGA in	1
17	Line Out	1
18	MIC	1
19	DP 1.2	1
20	Touch Resolution	32768x32768
21	Cover Glass	Anti-glare, Mohs 7 Hardness 9
22	Touch Accuracy	1mm
23	Response Time	<5ms
24	Palm Detection	Yes
25	Pen and Touch Differentiation	Yes
26	Pens Included	2 Stylus
27	Compatibility	Windows 11/ Linux/Android /Chrome
28	OS Version	ANDROID 14.0 or higher
29	Flash	32 or higher
30	RAM	4 GB or higher
31	Touch	20 points
32	Write	20 points
33	Wall Mount	VESA Standard

34	Sliding Shutter and Web Camera along with Site preparation and necessary electrification	
35	Power	AC:100~240V 60/50HZ
36	Typical Power Watt	≤250W
37	Power Saving or Sleep Mode	≤0.5W
38	Accessories	User manual, remote control, power cable, touch cables, HDMI cable, touch pens (2 stylus)
39	Certifications	BIS / FCC / CE/ CB/ Bluelight Filter / Flicker free / ROHS / Energy star
40	Warranty	3 years onsite
41	OEM Experience	OEM should have executed 20,000 Units single order in last 1 year
42	OEM average annual turnover	OEM average annual turnover should be more than 300 crores for last 3 years
43	OEM Manufacturing certification:	ISO 9001, ISO 14001, ISO 20001, ISO 270001, ISO50001

4) Webcam:

SNo.	Particulars	Specifications
1	Interface	USB
2	Image sensor	CMOS
3	Lens	5MP High quality lens
4	Video resolution	1280 x 720 / 1920 x 1080
5	Cable length	1.5 Meter
6	Net. weight	Less than 100gms
7	Country of Origin	India
8	Features	High resolution webcam, Built-in microphone, Automatic white balance, Manual switch for LED

5) OPS:

SNo.	Particulars	Specifications
1	Processor	Intel Core i5 or higher
2	RAM	8 GB or higher
3	SSD	256 GB or higher
4	Operating System	Windows 11 Home
5	Antivirus	Preloaded with Antivirus
6	Warranty	3 years onsite Warranty

6) UPS 1KVA:

SNo.	Particulars	Specifications
1	Capacity	1000VA/600W or higher
2	Inverter Device	MOSFET
3	Output Voltage	230 VAC Nominal

4	Rated Output Current	2.8 A at 0.6 pf
5	Input Voltage Range	140~300 VAC
6	Input Frequency Range	50 Hz \pm 10%
7	Transfer Time	Typical 4~8ms
8	No. of phases	1-Phase
9	Voltage Regulation (Mains Mode)	230VAC \pm 15%
10	Waveform(Battery Mode)	Modified Sine Wave
11	Power Factor	0.60 or better
12	Output Freq. Regulation (inverter mode)	50 Hz \pm 1 Hz
13	Overall Efficiency	>90% on full load
14	Cold start feature	Required
15	Charger Capacity	Min. 1Amp
16	Battery Type	Sealed Maintenance Free (VRLA) type to provide 30 minute backup for single PC load. Minimum VAH: 168 VAH.
17	Charging Time	6~8 Hours recover to 90% capacity
18	Battery Rating	SMF 12 V/7AH X 2 Battery
19	Operating Temperature	0 Celsius to 40 Celsius
20	Relative Humidity	0 to 95% Non -Condensing
21	Noise Level	< 40dB
22	Output sockets	Minimum 4 nos of 6 Amp Indian sockets
23	Quality Standards	ISO-9001,14001 & 45001 Certified OEM & BIS Certification.
24	Type Test reports	Product certified by SAMEER/ERTL/NTH or any Govt. approved NABL Accredited Lab. Bidder to submit the type test report from any Govt. LAB /NABL accredited LAB in supporting to above technical parameters. Fully Technically Complied product should be available on OEM Website
25	Software/ Interface	Software Option/ RS 232 port/ DB-9 Port (OPTIONAL)
26	Warranty	Three years onsite warranty on UPS and batteries Both from OEM, with OEM letterhead declaration.
27	Service & support	Manufacturer should have a 24x7 online /toll free service support & should have a complete service setup with Spares available in Shimla & other parts in the state of HP, Details of at least 3-4 registered service centres in the state must be enclosed in Technical Bid along with Service escalation matrix.
28	Spares support	Spares Support for the UPS system should be available for a minimum period of 7 years & declaration shall be submitted on OEM letterhead
29	Online /Toll Free 24x7 support	OEM should have Online /Toll Free 24x7 support & have own service network (min 3-4 service center) in the state of Himachal with Minimum 6-8 Service Engineers for better & immediate service support in case of any failure/ service-related issue of the product. Service centre Address with Engineer Contact details need to be furnished. Local service support and Escalation matrix with response time for the service need to submit the declaration on OEM letterhead for the asked 3 years warranty period
30	OEM Experience	OEM should have supplied UPS to similar 5 projects (Govt. projects) in last 3 years & Presence of OEM in India for the last 10 years, Details need to enclose with bid documents.
31	Test Report	OEM to submit Type test performance report of offered product Model from any Govt. Testing LAB / NABL accredited LAB in India to justify the technical compliance.
32	Certification	OEM ISO, OEM BIS Certification and other OEM certifications of the offered products.

33	OEM Turnover	OEM TURNOVER OF PARTICULAR ITEM SHOULD NOT BE LESSER than 200 Crore as an average per financial year in last 3 years.
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7) Multimedia Content for Digital Classrooms:

SNo.	Particulars	Specifications
1	Curriculum Alignment	The Pre-loaded content shall be sequentially mapped as per NCERT-approved platforms and aligned with HP Board syllabus The content should be delivered completely as per NCERT/HPBoSE
2	Offline Functionality	The Content shall be pre-loaded in all the devices and work offline. The content and solution should work offline on the devices
3	Grade Coverage	The Content shall be for all grades from 1st to 12th.
4	Subject-Specific Simulations	The Content shall include subject-specific interactive simulations and e-learning resources.
5	Bilingual Content Availability	The Content shall be in Hindi and English languages. The content should be available in both Hindi and English languages, with proper transliteration of text and audio in Hindi medium.
6	Content Updates	The Content shall be updates frequently for 3 years.
7	Audio-Visual Content Features	Digital Content should include supplementary animated video lessons with real life situations to complement classroom teaching, and the audio should be human/humanlike/natural voice with neutral accent The content should include animated video lessons with neutral accent.
8	Transliteration and Audio in Hindi	Hindi medium animated content should be with proper transliteration of text and voiceover in Hindi medium, instead of only hindi voice over english medium The Hindi medium content should have transliteration of text and audio in Hindi medium, instead of just voice over in Hindi over english medium.
9	Interactive Simulations Requirements	Digital Content should include at least 150 Interactive simulations that allow changing parameters to visualize and engage with various topics for experiential learning in Science and Math. Interactive Simulations should be offered in both Hindi and English mediums. The content should include at least 150 interactive simulations in Science and Math, in both english and hindi medium.
10	Offline Usage Data Storage	The Digital Content Application should store all Smart Class usage data offline on every hardware device (Interactive Flat Panel/OPS). The offline reports should be visible in a well structured reports section. The solution should store all usage data offline on every device in classrooms, visible in a reporting section.
11	Auto-Sync Reporting	It should auto sync usage reports to a central project reporting dashboard/MIS whenever the Interactive Flat Panels connect to the internet. The solution should auto sync the usage reports to a project dashboard whenever the devices connect to the internet
12	Multi-Level Reporting Access	State, district, block, and school wise usage reports and level-based online reporting dashboard access should be available for project monitoring The project monitoring dashboard for smart classrooms should have state/district/block and school level login access with reports.

13	Quality Benchmarking Compliance	<p>Digital Content OEM should have an EdTech Tulna Evaluation Report for Digital Content for Quality Benchmarking and Standardization as per national standards. Digital Content OEM's EdTech Tulna evaluation report for any two subjects to be submitted. Multiple OEMs can be considered if needed but the solution should be integrated on delivery</p> <p>The OEM should have an edtech tulna evaluation report for two subjects. Pls share the reports.</p>
14	Security Audit Compliance	<p>Digital Content Application that will be installed on the IFP/OPS should have a valid Security Audit Certificate from a CERT-in empaneled agency (CERT-in is the Indian Computers Emergency Response Team under MeITY, Govt of India). A valid Security audit certificate to be submitted. The OEM should have a valid security audit certificate from a CERT-in empaneled agency. Pls share the certificate along with MAF from the OEM/OEMs</p>

C. Technical Compliance Certificate

Ser No	Specifications	Page Number of Specifications in RFP	Compliance (Yes/ No)	Deviations if any to the specifications

Section –IV

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 and software 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-XII)

The Undertaking at Annexures-XII 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 (FORMAT GIVEN AT ANNEXURE-V)

- 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 its obligations hereunder

5. SIGNING OF NON-DISCLOSURE AGREEMENT (FORMAT GIVEN AT ANNEXURE-XIII)

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-XV)

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-XIX)

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 as mentioned in the Execution Schedule) in supplies, defective supplies or non-fulfillment 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 by BECIL.

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 sand 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

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.

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 of influence or adopted unethical means/ corrupt practices.
 - (vi) if the information submitted/furnished by the Bidder is found to be incorrect;

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.

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

**Broadcast Engineering Consultants India Limited,
C-56/ A-17, Sector-62, Noida-201307,
Uttar Pradesh., India.
Email: ved@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

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.

Reference of Dispute to Arbitration proceeding post conciliation

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

23. FORCE MAJEURE

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.

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.

In the case of failure to perform this Agreement due to any force majeure, neither party shall be liable for such failure, and 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

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.

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.

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

26. ASSIGNMENT:

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.

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.

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.

27. NON-EXCLUSIVE:

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).

28. PERSONNEL:

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.

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

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.

29. 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.

The Bidder shall be solely responsible for strictly following all relevant labor legislations, rules, regulation inclusive of but not limited to Contract labor regulation and abolition act, Industrial Standing order and other industrial laws, notification, amendments or additions which are made to these laws during the period of this contract. The Bidder shall have to, at his own expenses, comply with all relevant/applicable labor laws and keep the company indemnified in respect thereof.

30. 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 unenforceability 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.

31. 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.

32. LIQUIDATED DAMAGES

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:

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)

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.

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)

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.

33. POWER OF ATTORNEY (FORMAT GIVEN AT ANNEXURE-XIV)

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.

34. FORFEITURE OF EMD

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

- 34.1 If a Bidder withdraws or amends their tender during the validity period.
- 34.2 Tender changes: If a Bidder changes the terms, conditions, or prices after the opening date
- 34.3 Order acceptance: If a Bidder fails to accept an order after it's placed
- 34.4 False documents: If a bidder submits false or fabricated documents
- 34.5 In the case of a successful bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time.
- 34.6 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.
- 34.7 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).

35. COMPLIANCE STATEMENT (FORMAT GIVEN AT ANNEXURE-XX)

- 35.1 A separate point by point compliance statement of Scope of work and Specifications including Bill of Material (BOM) for all the equipment/item(s) duly signed & stamped by bidder on their letter head must be submitted.
- 35.2 A separate point by point compliance statement to be submitted by major OEMs (Tablet, Multimedia Content for Digital Library and Digital Classroom, Interactive Flat panel Display, Webcam and UPS) for their respective equipment / software Scope of work and Specifications including Bill of Material (BOM) duly signed & stamped by OEM on their letter head must be submitted.

36. UN-PRICED BILL OF MATERIAL

Bidder should submit the Unpriced Bill of Material (BoM) stating the Make & Model of the equipment proposed by the bidders. No Financial Cost shall be disclosed in technical bid.

- 37. **Copy of RFP and respective corrigendum/addendum** should be duly signed and stamped by the bidder at each page as the token of acceptance of all the terms and conditions given in referred RFP.

Section –V

Special Terms and Conditions

1. TIMELINES

The work including all the deliveries, installation, commissioning and training at schools of Himachal Pradesh should be completed before 20 January 2026.

i) Execution Period for Digital Libraries

S.No	Deliverables	Details	Timeline (T)
1	Supply of Tablets till school level	<ul style="list-style-type: none"> Completion of 100% of the Supply & Installation of equipment to the designated 124 schools for the establishment of PAL program or equivalent assisted learning platform ensuring functionality and adherence to technical specifications. 	T+60 Days
2	Trainings	<ul style="list-style-type: none"> Supply of Tablets for Digital Library in schools across State, ensuring functionality and adherence to technical specifications. Comprehensive training sessions for teachers on the operation and use of Tablets, covering teacher from each school 	T+90 Days

ii) Execution Period for Digital Classroom

S.No	Deliverables	Details	Timeline (T)
1	Conduction of baseline survey	<p>Acceptance of inception Report.</p> <p>The sample should include at least 30% of the schools from each district that should balance an equal proportion of rural and urban schools, reflecting the diverse educational environments across the region. If schools are not in equal proportion, the number of sampled schools may be adjusted to ensure representation. This may involve increasing the sample size on either side, depending on the distribution of schools, to maintain a balance.</p>	T+ 30 Days
2	Establishment of Digital Classroom	<p>Supply of Digital Classroom equipment in schools across State, ensuring functionality and adherence to technical specifications.</p> <p>Completion of 100% of the Supply of equipment to the designated schools</p>	T+ 90 Days
	Submission of Modules	Installation and successful commissioning of Digital Classroom in Schools and Manpower deployment.	T+ 120 Days
3	Trainings	Comprehensive training sessions for teachers on the operation and use of Digital Classroom equipment, covering at least two teachers from each school. Digital Classroom equipment, covering at least two teachers from each school.	T+ 120 Days

4	Conduction of End-line survey	The sample should include at least 30% of the schools from each district that should balance an equal proportion of rural and urban schools, reflecting the diverse educational environments across the region. If schools are not in equal proportion, the number of sampled schools may be adjusted to ensure representation. This may involve increasing the sample size on either side, depending on the distribution of schools, to maintain a balanced. Project Completion Report	T + Last Month of the Project
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2. DELIVERY ADDRESS

- a) Actual delivery and Installation & Commissioning / training (as applicable) is to be done at following address.

Samagra Shiksha at 124 schools all across Himachal Pradesh

- b) Installation, Commissioning, Testing, Configuration, Training (if any - whichever is applicable as per scope of Work) is to be carried out by Bidder.

3. CURRENCY OF THE TENDER

- a) Bidders shall express the price in Indian Rupees only.
b) The bid value shall include all taxes and levies, and GST (Goods and Services Tax) should be specified separately as per bid format.

4. PAYMENT SCHEDULE

Payment Schedule for Digital Classrooms

- a) 80% payment will be released on Supply of all equipments of the Digital Classrooms in schools across Himachal Pradesh in adherence to the technical specification subject to the receipt of the funds from Samagra Shiksha, Himachal Pradesh and submission of Delivery Certificate duly signed by the school Head.
b) 20% payment will be released by BECIL after successful installation, commissioning and completion of teacher training, subject to the receipt of the funds from Samagra Shiksha, Himachal Pradesh and submission of the completion documents duly signed from School Head, Samagra Shiksha Himachal Pradesh.

Payment Schedule for Digital Libraries

- a) 80% payment will be released on Supply of all equipments of the Digital Libraries in schools across Himachal Pradesh in adherence to the technical specification subject to the receipt of the funds from Samagra Shiksha, Himachal Pradesh and submission of Delivery Certificate duly signed by the school Head.
b) 20% payment will be released by BECIL after successful installation, commissioning and completion of teacher training, subject to the receipt of the funds from Samagra Shiksha, Himachal Pradesh and submission of the completion documents duly signed from School Head, Samagra Shiksha Himachal Pradesh.

5. PENALTIES

Service Level Agreements and Penalties

- a) The successful bidder shall render services as per scope of work as defined in the Section III of the RFP or any other additional work as described in the e-Tender/ work order that will result from this tender process.
b) The successful bidder is expected to meet all the terms of the Tender/ work order and is expected to provide satisfactory service. However, in the event of the bidder failing to provide satisfactory services, penalty will be imposed.
c) Any unjustified and unacceptable delay beyond the timelines as per Tender/ Work Order, will render the bidder liable for penalty at the rate as mentioned in the following paras. If at any time during performance of the work, successful bidder encounter conditions (not under his control) impeding timely performance of the ordered services, the bidder shall promptly notify Client in writing of the fact of the delay, its likely duration and its cause(s).
d) Unless otherwise waived off by Client/ Samagra Shiksha/ BECIL, delay beyond the schedule (where applicable) as per work order, will render the bidder liable for penalty as mentioned in the following paras:

- i. The successful bidder shall submit PBG and sign the contract within 15 days from the date of issue of Lol/ work order. In case of non-acceptance of the Lol or non-submission of the designated PBG within the stipulated period, the EMD of the successful bidder shall be forfeited.
- ii. In case of late deliveries/ services from the schedule, successful bidder shall be liable to pay penalty as mentioned under:

Penalty on Hardware/Allied Accessories

No of Days	Penalty amount per school per day per equipment
1-15	@INR 250/-
16-30	@INR 500/-

Penalty for Digital Classrooms and Digital Libraries

Service Levels	Penalty
Completion of Deliverables	A penalty of 0.5% will be imposed for non-completion of work per week. However, the maximum penalty will be imposed @10% of Contract value.

6. GENERIC

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

7. LOCAL SOURCING

Bidders to submit the requisite documents as per the compliance of Make in India (MII) purchase performance. The compliance should include an undertaking regarding percentage of the local content in overall solutions.

8. EXIT MANAGEMENT PLAN POST TERMINATION/ EXPIRY OF TERM OF THE CONTRACT

Obligations of the Bidder pre and post exit to facilitation transition management plan

- (a) That the Bidder shall create and maintain a database detailing the software, operating procedures through which the Bidder provide the services, which shall contain sufficient detail to permit to understand how the Bidder provides the services and to enable the smooth transition of the services.
- (b) That the Bidder shall store and provide details of any key terms of any third party contracts and licences, particularly tied to the performance of its scope of work or obligations
- (c) That the Bidder shall provide separate mechanisms for dealing with Ordinary Exit (exit due to expiry of contract) and Emergency Exit (exit due to termination) , the provisions relating to Emergency Exit and the Bidder shall render all such reasonable assistance as the Client shall require to enable the Client or the vendor assigned the work through re-tendering, to ensure provision of successful services
- (d) The Bidder shall provide a detailed description of both the transfer and cessation processes, including a timetable and definition of the deliverables, applicable in the case of an Ordinary Exit and an Emergency Exit.
- (e) That the draft exit plan shall be provided by the Bidder within three months of the contract coming into effect, and shall be finalised with the mutual consensus of Bidder and BECIL/Client.

Section – VI

Annexures-I

Proposal submission letter

[On Bidder's Letter Head]

To,

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

Subject: Submission of the Proposal for <insert Tender Name><Tender No.>

Dear Sir,

1. We, the undersigned, offer to provide services to BECIL with reference to your Tender <insert Tender Name> dated <insert Tender date> and our Proposal. We are hereby submitting our un-conditional proposal through CPPP portal
2. This statement is made for the express purpose of qualifying as a Bidder for undertaking the Assignment(s) under this Tender.
3. We shall make available to BECIL any additional information it may find necessary or require to supplement or authenticate the Bid.
4. We acknowledge the right of BECIL to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part nor blacklisted nor debarred by any state/ central Government or their agencies including Central/State Level Public Enterprises.
6. We declare that:
 - a. All the information and statements made in this proposal are true & correct and accept that any misinterpretation contained in it may lead to our disqualification.
 - b. We confirm to each and every clause of the tender document and shall abide by all the terms and conditions of all the volumes of this tender document. We would hold the terms of our proposal valid for the number of days as stipulated in the tender document.
 - c. We have examined and have no reservations to the tender Document, including any Amendment/ Addendum issued by BECIL.
 - d. We do not have any conflict of interest in accordance the tender document;
 - e. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the tender document, in respect of any tender or request for proposal issued by or any agreement entered into with BECIL or any other public sector enterprise or any government, Central or State; and
 - f. We hereby certify that we have taken steps to ensure that in conformity with the provisions of tender, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Bid for the Assignment, without incurring any liability to the Bidders, in accordance with the tender document.
8. We declare that we are not a member of any other firm submitting a Proposal for the assignment.
9. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.
10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
12. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate BECIL of the same immediately.
13. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by BECIL in connection with the selection of the

Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Assignment and the terms and implementation thereof.

14. We have studied all the tender document carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by BECIL or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of work.
15. The amount has been quoted by us after taking into consideration all terms and conditions stated in the tender and in general required to complete the envisaged work.
16. We agree and understand that the Proposal is subject to the provisions of the tender document. In no case, we shall have any claim or right of whatsoever nature if the assignment is not awarded to us or our Proposal is not opened.
17. We agree and undertake to abide by all the terms and conditions of the tender document. In witness thereof, we submit this Proposal under and in accordance with the terms of the tender document.
18. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
19. We declare that we confirm to each and every clause of the Tender document and shall abide by all the terms and conditions of all the volumes of this Tender document. We would hold the terms of our proposal valid for the number of days as stipulated in the Tender document.

Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

Declaration Letter

[On Bidder's Letterhead]

DECLARATION

- i. I, *<Name & Designation>* solemnly affirm that the facts stated above are correct and nothing has been withheld. If any information submitted above is found to be false or fabricated, I may be liable to be debarred from Engagement.
- ii. I permit BECIL to inspect my records to ascertain the above facts.
- iii. I permit BECIL to cross check the above facts from any other source.
- iv. I or my authorized representative, if required by BECIL, would make a presentation before the duly constituted Committee at my own cost.
- v. I will abide by the decision of BECIL regarding Engagement.
- vi. I have read & understood the Tender document and agree to all the terms & conditions stated therein.
- vii. *<Name of Bidder>* does not have a conflict of interest in the procurement in question as specified in the bidding documents.
- viii. *<Name of Bidder>* comply with the code of integrity as specified in the bidding document.

(Authorized Signatory)
Signature:

Name:
Designation:
Address:

Seal:
Date:

Acceptance Letter

[On Bidder's Letter Head]

To,

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

Subject: Acceptance of Tender Terms & Conditions of <Tender No.>

Dear Sir,

1. I/We hereby certify that I/We have understood and clarified the entire terms and conditions of the Tender documents, and I/We shall abide by the conditions/clauses contained therein.
2. **I/We hereby unconditionally accept the Tender conditions of Tender document, for <insert Tender Name>, in its entirety for the above work.**
3. The contents of clauses of the Tender documents have been noted wherein it is clarified that after unconditionally accepting the Tender conditions in its entirety, it is not permissible to put any remarks/ conditions in the Tender and the same has been followed in the present case. In case, the provisions of the Tender are found violated after opening the proposal. I / We agree that the Tender shall be rejected and BECIL shall without prejudice to say other right or remedy be at liberty to forfeit the said earnest money absolutely,
4. 'That, I/We declare that I/We have not paid and will not pay any bribe to any officer of BECIL for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of BECIL asks for bribe/ gratification, I/ We will immediately report it to the Appropriate Authority'.

Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

Profile of the Bidder

Bidder need to fill in the details (with supporting documents attached).

1.	Name of Bidder	
2.	Type of firm	<i>[Please submit the copy of Relevant Certificate/ Document recognised by Government of India for the bidder's firm]</i>
3.	Address of correspondence	
4.	Year of establishment	
5.	Permanent Account Number (PAN) of the Bidder	<i>[Please submit the copy of PAN]</i>
6.	GSTN Registration No. of the Bidder	<i>[Please submit the copy of GSTN]</i>
7.	MSME or equivalent Registration No. of the Bidder, if applicable	<i>[Please submit the copy of relevant valid certificate]</i>
8.	EPF Registration Certificate, if applicable	<i>[Please submit the copy of certificate]</i>
9.	ESIC Registration Certificate, if applicable	<i>[Please submit the copy of certificate]</i>
10.	Status of Income Tax Return of following years	<i>[Please submit the copy of acknowledgement of Income Tax Return]</i>
	FY 2021-22	
	FY 2022-23	
	FY 2023-24	
11.	Whether the firm has been blacklisted by any Central Govt. / State Govt./PSU/ Govt. Bodies / Autonomous? If yes, details thereof.	
12.	Status and details of disputes/ litigation/ arbitration, if any.	
13.	Name, Designation and address of the officer to whom all references shall be made regarding this Tender	
14.	Contact details of Authorized signatory in reference to this Tender	

(Authorized Signatory)

Signature:
 Name:
 Designation:
 Address:
 Seal:
 Date:

Indemnity Bond

[To be executed by the Bidder on the Stamp Paper of ₹ 100/-]

1. _____ (*Name & address of the bidder*) _____ indemnify BECIL/ Client against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the supplied services/ software/ hardware/ manpower etc. and related services or any part thereof.
2. _____ (*Name & address of the bidder*) _____ indemnify BECIL/ Client from any claims that the hired manpower/ bidder's manpower may opt to have towards the discharge of their duties in the fulfillment of the contract.
3. _____ (*Name & address of the bidder*) _____ indemnify BECIL/ Client from any compensation arising out of accidental loss of life or injury sustained by the hired manpower/ bidder's manpower while discharging their duty towards fulfillment of the contract.

(Authorized Signatory)
Signature:

Witnesses:

- 1.
- 2.

Name:

Designation:

Address:

Seal:

Date:

Format for Blacklisting Undertaking

[Undertaking on a non-judicial stamp paper of ₹ 100/- certified by Notary]

UNDERTAKING

<Name of Bidder> has/ have not been blacklisted by any of the Central Government or State Government or any organisation under Central/ State Government or any Statutory Authority, or any Public-Sector Undertaking.

<Name of Bidder> has/ have not been found guilty of any criminal offence by any court of law in India or abroad.

<Name of Bidder>, 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.

Financial Strength of the Bidder

S. No.	Financial Year	Net-worth Status (Positive/ Negative)	Whether Profitable (Yes/ No)	Annual Profit Before Tax (in INR)	Overall Annual Turnover (in INR)
1	FY 2021-22				
2	FY 2022-23				
3	FY 2023-24				

(Note: Statutory Auditors certificate should be submitted along with proposal)

(Authorised Signatory)
Signature:

Name:
Designation:
Address:

Seal:
Date:

Detail of Work Experience

S. No.	Client Name	Work Order Ref. No.	Date of WO	Date of Completion	Scope of Work	Amount of Work Order	Type of documentary proof Submitted

(Authorised Signatory)
Signature:

Name:
Designation:
Address:

Seal:
Date:

Integrity Pact – Pre-Contract Integrity Pact

[To be executed by the Bidder on the Stamp Paper of ₹ 100/-]

PRE-CONTRACT INTEGRITY PACT**General:**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____day of the month of ____2025, between, on one hand, BECIL acting through (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s_____ represented by Shri _____ (herein after called the "BIDDER" which expression shall mean and include unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name _____) and the BIDDER is willing to offer/ has offered the (State what is being offered).

WHEREAS the BIDDER is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Mini Ratna, Central Public Sector Enterprise of Government of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/ equipment item at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by their officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

2. COMMITMENTS OF THE BUYER

- 2.1 The Buyer undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- 2.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 2.3 All the officials of the Buyer will report to Head or concerned official of BECIL or any other officer appointed by him/her for any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.4 In case of any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is *prima facie* found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.
- 2.5 The BUYER will exclude from the process all known prejudiced persons

- 2.6 If the BUYER obtains information on the conduct of any of its employees which is a criminal offense under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the BUYER will inform its Vigilance Office and in addition can initiate disciplinary actions.

3. COMMITMENTS OF BIDDERS

The BIDDER commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre- contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following: -

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the BUYER for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the BUYER.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/ contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 The BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

- 3.13 The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. PREVIOUS TRANSGRESSION

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes an incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such a reason.

5. EARNEST MONEY

- 5.1 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

6. SANCTIONS FOR VIOLATION

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or anyone of the following actions, wherever required:-
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the L1BOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the Government of India or the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER (s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Integrity Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent external monitor(s) appointed for the purposes of this Pact.

7. FALL CLAUSE

- 7.1 The Bidder undertakes that during the previous one year, the Bidder has not supplied/ is not supplying and/ or has not agreed to supply similar product systems or subsystems at a price lower than that offered in the present bid in respect of same location as mentioned in the present bid to any other Ministry/ Department of the Government of India or PSU.
- 7.2 Further the Bidder unconditionally agrees and confirms that in case it is found at any stage that during the financial year in which bid was submitted by the bidder, the bidder had supplied/ agreed to supply similar product systems or subsystems in respect of same location to any other Ministry/ Department of the Government of India or a PSU at a price lower than that mentioned in the present bid ("Lower Price"), then the Buyer by providing a written notice to the Bidder shall be at liberty to apply Lower Price to the contract and accordingly reduce the contract value. The Bidder further undertakes to refund to the Buyer the difference between payment received under the contract and the Lower Price ("Price Difference") within 15 days of receipt of the said written notice.
- 7.3 In case the Price Difference is not received by the Buyer from the Bidder within the period stipulated under clause 7.2, then the Buyer shall be free to recover the Price difference from any amount due and payable to the Bidder under any contract or transaction undertaken with the Buyer.

8. INDEPENDENT MONITORS

- 8.1 The BUYER may appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact, in consultation with the Central Vigilance Commission or any other appropriate Government Agency.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project procurement, including minutes of meetings.
- 8.5 As soon as the Monitors notice, or have reason to believe, a violation of this Pact, he will so inform the HOD of the BUYER Corporation
- 8.6 The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with the confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitors will submit a written report to the HOD of the BUYER in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its authorised agencies & other Govt. authorities shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. VALIDITY

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the Signing of the contract.

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

13. The Parties hereby sign this Integrity Pact at_____ on_____

MANUFACTURER'S AUTHORISATION FORM (MAF) ON OEM LETTER HEAD AND BIDDER LETTER HEAD

To
General Manager,
Broadcast Engineering Consultants India Limited (BECIL)

Sub. : Issue of Manufacture's Authorization Form (MAF)

RFPP No.: dated:

Sir,

We, (Name and Address of the OEM)....., who are established and reputed original equipment manufacturers (OEM's) since having factories at (address(s) of manufacturing location) do hereby authorize (M/s.....) who is our (Distributor/Channel Partner/Retailer/Others (please specify) to bid and conclude the contract with you against the aforementioned reference for the following hardware/software manufactured by us :- (OEM will mention the details of all the proposed product(s) with their make and model).

a) We undertake to provide OEM warranty for the offered hardware/Software as mentioned above during the warranty/maintenance period.

b) We hereby confirm that the offered hardware/software is not likely to be declared as END of Sale within next 3 years from the date of bid submission.

c) We hereby confirm that the offered hardware/software is not likely to be declared END of Service/Support within next 3 years from the date of bid submission.

d) We hereby declared that our net worth within preceding 3 years is positive (CA Certificate Attached).

e) We hereby declared that we are not black listed/debarred within preceding 3 years from any Central/States/UTs/Undertakings/Autonomous Body or any other such procuring entity.

Name

In the capacity of:

Signed

Tel: Fax: e-mail

Date

Authorized Signatory Signature of Bidder with Company Stamp

UNDERTAKING REGARDING PAYMENT OF GST/ FILING OF GST RETURN

Ref.....

Date

To,
Broadcast Engineering Consultants India Limited
14-B, I. P. Estate, Ring Road
New Delhi-110002

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 Various Rules Relating to GST Act, 2017(herein after referred to as GST Act and Rules) wherever we are obliged to comply with the GST Act and GST Rules.

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

We hereby certify & undertake that we will not alter, delete or modify the invoices and other details uploaded at GST Portal unless approved by BECIL in writing.

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.

Yours faithfully

For,

Signature of Authorized Signatory on behalf of Agency

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

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 fulfills 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 fulfills 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.

2. TERM

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

3. SCOPE OF THE AGREEMENT

- 3.1 This Agreement shall apply to all confidential and proprietary information disclosed by Disclosing Party to the Receiving Party and other information which the disclosing party identifies in writing or otherwise deems confidential before or within (30) thirty days after disclosure to the Receiving Party as ("Confidential Information").
- 3.2 Such Confidential Information shall consists of RFP, certain specifications, documents, software, prototypes and/or technical information, and all copies and derivatives containing such Information that may be disclosed to the Disclosing Party for and during the Business Purpose, which a party considers proprietary or confidential.
- 3.3 Such Confidential Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to the Receiving Party.

4. OBLIGATIONS OF THE RECEIVING PARTY

4.1 The Receiving Party shall –

- (i) use the Confidential Information only for the Business Purpose and shall hold the Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, taking into account the nature of the Confidential Information, and
- (ii) grant access to Confidential Information only to its employees on a "need to know basis" and restrict such access as and when not necessary to carry out the Business Purpose.
- (iii) cause its employees to comply with the provisions of this agreement;
- (iv) reproduce Confidential Information only to the extent essential to fulfilling the Business Purpose, and
- (v) disclose the Confidential Information to its consultants/ contractors/ any third parties on a "need to know basis"; provided that by doing so, the Receiving Party agrees to bind such consultants/ contractors to terms at least as restrictive as those stated herein.
- (vi) The Receiving Party upon making a disclosure under this clause shall – a. advise the consultants/contractors of the confidentiality obligations imposed on them by this clause.
- (vii) upon the Disclosing Party's request, the Receiving Party shall either return to the disclosing party all Confidential Information or shall certify to the disclosing party that all media containing Confidential Information have been destroyed. Provided, however, that an archival copy of the Confidential Information may be retained in the files of the Receiving Party's counsel, solely for the purpose of proving the contents of the Confidential Information.
- (viii) not to remove any of the other Party's Confidential Information from the premises of the Disclosing Party without prior written approval.
- (ix) exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the Disclosing Party's prior written approval, from the Disclosing Party's premises. Each Party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.
- (x) Upon the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.

5. EXCEPTIONS TO CONFIDENTIAL INFORMATION

- 5.1 The foregoing restrictions on each party's use or disclosure of Confidential Information shall not apply to the Confidential Information that the Receiving Party can demonstrate that such Confidential Information –
- (i) was independently developed by or for the Receiving Party without reference to the Information, or was received without restrictions; or
 - (ii) has become generally available to the public without breach of confidentiality obligations of the Receiving Party;
 - (iii) was in the Receiving Party's possession without restriction or was known by the Receiving Party without restriction at the time of disclosure;

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

6. OWNERSHIP OF THE CONFIDENTIAL INFORMATION

- 6.1 Each Party 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 Contract (Dispute), a both the parties shall try to amicably resolve the dispute before invoking the arbitration clause.
- 7.2 any dispute(s)/ controversy(s)/ issue(s) arising out of or in connection with the contract, including any question regarding its existence or validity shall be referred to and finally resolved by Arbitration administered by the Delhi International Arbitration Centre as per the Delhi International Arbitration Centre proceeding Rules 2023.
- 7.3 The Aggrieved party wishing to refer a dispute to Arbitration shall give a notice to the Defaulting Party specifying all the points of dispute(s) with details of corresponding the claim amount.
- 7.4 The Arbitration Proceeding shall commence within a span of **thirty days** from the date of receipt of Invocation Notice complete in all respects as mentioned above.
- 7.5 The dispute(s)/ difference(s)/controversy(s) shall be adjudicated by a single/sole Arbitrator empanelled with the Delhi International Arbitration Centre.
- 7.6 The seat of Arbitration shall be at New Delhi and the Arbitration proceeding shall be conducted in English.
- 7.7 The award of Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by both the parties.
- 7.8 The provision of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time shall apply to the Arbitration proceedings under this Contract.

8. INJUNCTION

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

9. VARIATION

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

10. WAIVER

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

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

11. EXCLUSION OF IMPLIED WARRANTIES

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

12. ENTIRE AGREEMENT

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

13. SEVERABILITY

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

14. NO PARTNERSHIP

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

15. THIRD PARTIES

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

16. SUCCESSORS AND ASSIGNS

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

17. NOTICES

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

**Broadcast Engineering Consultants India Ltd,
C-56 A/17, Sector -62, Noida 201 307
Tel: 0120-4177850 Fax: 0120-4177879
Name of the authorised person-**

Contact:
E-mail:

M/s-----

Name of the authorized person
Designation of the authorized person
Contact:
Email:

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

18. MITIGATION

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

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

SIGNED

For and on behalf of BECIL

(Signature)

SIGNED

For and on behalf of the Receiving Party

(Signature)

In the presence of:

1. _____
2. _____

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:

(Notarized)

Self-Declaration for the Code of Integrity

(To be Included in the RFP on bidder's letter head)

I/We shall maintain a high degree of integrity during the course of my/our dealings business/contractual relationship with BECIL. If it is discovered at any stage that any business/ contract was secured by playing fraud or misrepresentation or suspension of material facts, I/We authorize BECIL to term such contract as voidable at the its sole option.

Place:

Date:

Address:

Mobile:

Email ID:

Signature of Authorized Signatory on behalf of Agency

Bid Security Declaration Form

(Applicable only for MSME):

<To be submitted in company's letterhead>

To,
Broadcast Engineering Consultants India Limited (BECIL)
BECIL BHAWAN, C56 A/17 Sector62 , Noida -201307 U.P.

Subject: Bid Security Declaration form for “Establishment of Digital Library and Digital Classrooms in 124 PM SHRI Schools of Himachal 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]

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:
 - a) 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
 - b) The invalidity, irregularity or unenforceability of the contract or
 - c) 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 forbearor 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 there of 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.....

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

(on Rs 100 Non Judicial Stamp Paper)

Bank Guarantee No. -----

Ref. No.

To
Broadcast Engineering Consultants India Limited
14B IP Estate , Ring Road
New Delhi.

Dear Sir,

Whereas The Broadcast Engineering Consultants India Limited, New Delhi (hereinafter called the "tenderer/Purchaser") include all its successors, administrators, executors and assignees has invited bids dated for vide Tender reference No.

KNOW ALL MEN by these presents that We M/s (hereinafter called the "Bidder") and include all its successors, administrators executors and assignees having Head Office/ Registered office at have submitted a quotation Reference No. and Bidder having agree to furnish as a conditions precedent for participation in tender as unconditional and irrevocable bank guarantee of Rs (Rupees only) for the due performance of Bidder's obligations as contained in the terms of the Notice inviting tender and other terms and conditions contained in the tender Documents supplied by the BECIL specially :

The Conditions of obligations are-

- a) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
- b) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.
- c) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
- d) Fails or refuses to accept/execute the contract.

2) Therefore, we (indicate the name of Bank) under the laws of having head/registered office at (hereinafter referred to as the "Bank") which expression shall, unless repugnant to the context or BECIL thereof, include all its successors, administrators and executors hereby issue irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing Rupees all money to the extent of Rs (Rupees only) at any time immediately on such demand without any demur, reservations, recourse, contest or protest and/ or without any reference to the Bidder and any such demand made by the BECIL on the bank shall be conclusive and binding notwithstanding any difference between the BECIL and the Bidder or any dispute pending before any court/arbitrator or any other matter whatsoever. We also agree to give that Guarantee herein the BECIL in writing. This guarantee shall not be determined/discharged/affected by the liquidation, winding up, dissolution or insolvency of the Bidder and will remain valid, binding and operative against the bank.

3) We (Bank name) further agree that this guarantee shall not be affected by any change in our constitution, in the constitution of the BECIL or that of the Bidder. We Bank name) also undertake not to revoke, in any case, this Guarantee during its currency.

4) The bank agree with the BECIL that the BECIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms of the tender or get extension of the validity period from time to time. We shall not be relieved from our liability by reason of any such variation or extension of the validity period or for any forbearance, act of omission and commission on the part of the BECIL or any indulgence shown by the BECIL to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties, would, but for this provision, have the effect of so relieving us.

5) This guarantee will remain in force upto _____ and any demand in respect thereof should reach the Bank not later than _____.

6) Notwithstanding anything contained herein above.

(i) Our liability under this guarantee shall not exceed Rs. _____/- (Rupees _____ Only)

(ii) This Guarantee shall be valid up to and including _____ and

(iii) We are liable to pay the guaranteed amount or any part there of 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 i.e. _____, .

Dated the day _____(year)

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 Samagra Shiksha, Himachal 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.

Technical Compliance Certificate

Ser No	Specifications	Page Number of Specifications in RFP	Compliance (Yes/ No)	Deviations if any to the specifications

Price Bid Format

Tender Inviting Authority: Broadcast Engineering Consultants India Limited									
Name of Work: Selection of Backend Partner for Establishment of Digital Classrooms and Digital Libraries in the schools of Himachal Pradesh									
Contract No: Ref No: BECIL/Proj-DGM/ Digital Classroom & Library/2025									
Name of the Bidder/ Bidding Firm / Company :									
PRICE SCHEDULE									
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)									
NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER #	TEXT #
Sl. No.	Product	Quantity (no. of Digital Library/ Digital classroom)	Quantity (no. of school)	RATE per unit (in RS.) Excluding taxes and GST Rs. P	GST taxes in %	GST taxes in Amount	Total Amount without taxes Rs. P	TOTAL AMOUNT with Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	7	13	14	15	16	53	55
1	Digital Library (Levies for 124 schools)								
1.01	Establishment of Digital Library by supply of 24 Tablets with cover-cum-stand, 26 Headphone, pre-loaded visual and audio content, device management, software and teachers training with 1 year onsite warranty from date of commissioning.	1.0	124.0			0.00	0.00	0.00	INR Zero Only
2	Digital Classroom (Levies for 124 school for 2 Classrooms)								
2.01	Establishment of Digital Classrooms in the school by supply, installation, testing and commissioning of 2 IFPD with 2 OPS, 2 UPS Multimedia content and Teachers training with 3 years on-site Comprehensive Annual Maintenance Contract.	2.0	124.0			0.00	0.00	0.00	INR Zero Only
Total in Figures								0.00	INR Zero Only
Quoted Rate in Words	INR Zero Only								

Note

- That the date of receipt of payment from the Client shall be construed as the date of acceptance and the date of deemed acceptance in terms of the Micro Small and Medium Enterprises Act 2006.
- The (day) date of delivery of goods and/or rendering of services by selected agency shall be the date of realization of payment from the client once the goods and/or services are accepted by client.

MANDATE FORM

HDFC Bank Ltd.
 Ansal Fortune Arcade, K Block,
 Sector-18, Noida - 201301. (U. P.)
 Phone Banking: 011-61606161
 Date: 27/12/2022

Mandate Form

The detail 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- 4177861
iv	(b) Fax Number	0120- 4177879
v	(c) Contact Person	Sh. Awadhesh Pandit General Manager – (Finance and Accounts)
vi	(d) E-Mail Address	panditmd@becil.com
vii	(e) Mobile No.	+91- 8130918866
B	Bank Particulars	
i	Bank Name	HDFC Bank
ii	Bank Telephone No. with STD Code	0120 - 4664332
iii	Branch Address with PIN Code	Ansals Fortune Arcade, K-Block, Sector-18, Noida-201301, Uttar Pradesh
iv	BSR Code	0510089
v	MICR	110240014
vi	SWIFT Code	HDFCINBB
vii	11 Character IFSC Code of the Bank (Either enclosed a Cancelled Cheque or obtain Bank Certificate as appended)	HDFC0000088
viii	Bank Account Number as appearing on the Cheque Book	50200076192513
ix	Bank Account Type	DOD Account
x	If Other, Specify	

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

Bank Stamp with Authorized Signatory



www.hdfcbank.com

Regd. Office : HDFC Bank Ltd., HDFC Bank House, Senapati Bapat Marg, Lower Parel (West), Mumbai - 400 013.
 Corporate Identity No. : L65920MH1994PLC080618

CHECKLIST

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

1. EMD amount of INR 25,20,000/- (Rupees Twenty Five lakhs and Twenty Thousand Only) should be paid online or in the form of Bank Guarantee (BG) in favour of Broadcast Engineering Consultants India Limited, New Delhi. Documentary proof along with the completion certificate of the project executed successfully related to scope of work (as mentioned in this RFP).
2. Original ink signed copy of Power of Attorney (PoA) in favour of person authorized to sign the bid document on behalf of bidding firm.
3. Copy of Company registration certificate (Registered Company / Limited Liability Partnership / Partnership Firm) under applicable law.
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 Balance Sheet of last 3 Financial Years.
7. A point by point compliance statement duly signed by bidder in Bidder Letter Head and by OEM in the OEM Letter Head in respect to all points laid down in the specifications for all the equipment/item(s) must be submitted.
8. No cost details are to be included in the technical bid under any circumstances. The signed and stamped copies of the technical bid containing requisite documents are to be uploaded online appropriately,
9. The financial bid should be uploaded as per the format given in tender document/ online tendering portal.
10. Any other document as per tender document.
11. The tender has to be addressed to

**Broadcast Engineering Consultants India Limited,
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.