

EXPRESSION OF INTEREST
FOR
SELECTION OF AUTHORIZED SUPPLIER/AGENCY
FOR
ESTABLISHMENT OF THE FACILITY
AT
“AUTONOMOUS STATE MEDICAL COLLEGE (ASMC),
SAIDAPUR BHAW, LAKHIMPUR KHERI-262701, UTTAR PRADESH”

EOI Ref No. BECIL/ASMC/EOI-1/2025

Dated: 23/12/2025

 <p>बेसिल BECIL</p>	<p style="text-align: center;">Broadcast Engineering Consultants India Limited (A Government of India Enterprise) CIN No. : U32301UP1995GOI017744</p> <p style="text-align: center;"><i>Corporate Office:</i> BECIL BHAWAN, C-56-A/17, Sector-62, Noida-201 307 Tel: 0120 4177850, Fax: 0120 4177879</p> <p style="text-align: center;"><i>Head Office:</i> 14-B Ring Road, IP Estate, New Delhi- 110002 Tel: 011 23378823, Fax: 01123379885 Web: www.becil.com E-mail: khuswindersingh@becil.com</p>	 <p>G20 भारत 2023</p>
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DISCLAIMER

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

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SECTION – I

INTRODUCTION AND BRIEF DESCRIPTION

1. ABOUT BECIL

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

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

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

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

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

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

2. INTRODUCTION OF PROJECT/TENDER

Selection of Authorized Supplier/Agency (hereinafter mentioned as 'bidder') for establishment of the studio facility at "Autonomous State Medical College (ASMC), Saidapur Bhau, Lakhimpur kheri-262701, Uttar Pradesh"

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

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

- a) The intent of this EOI is to select an Authorized Supplier/Agency for collaboration with BECIL for the establishment of the studio facility at "Autonomous State Medical College (ASMC), Saidapur Bhau, Lakhimpur kheri-262701, Uttar Pradesh". BECIL will issue a Order to the selected agency(ies). In such a scenario, the following conditions will be applicable, which are to be fully taken into consideration by the bidders, prior submitting a response to this EOI:-
 - i. The work order will be issued to the Authorized Supplier/Agency selected through this EOI, for undertaking the work as per mentioned scope of the work.
 - ii. All terms and conditions of the client's Order, and any subsequent amendments/ corrigenda thereof, will be applicable fully on back to back basis on the Back end technology partner selected through this EOI, including all important terms and conditions like EMD, PBG, Payment Terms, SLA conditions, Liquidity Damages, and any other penalties etc.
- b) Bidders are advised to inspect the site and ascertain the conditions including leads/lifts involved /approach to vehicles, power, water, geo political scenario etc. prior to submitting their bids. Their bid price shall be for completeness of system without any extra cost.
- c) **EMD/ Bid Security:** The bidders participating in the Expression of Interest (EOI) shall submit a Bid Security (EMD) amounting to Rs. 42,286/- (Rupees Ten Thousand). Exemptions for Micro and Small Enterprises (MSEs) and Startups shall be extended in accordance with the prevailing Government of India guidelines, subject to submission of valid documentary evidence. No interest shall be payable on the Bid Security amount. The EMD of the successful bidder shall be refunded upon successful delivery of equipment and material at site duly acknowledged by BECIL representative. The EMDs of unsuccessful bidders shall be refunded forthwith upon determination of their status as unsuccessful.
- d) **Performance Bank Guarantee (PBG):** The PBG as applicable shall be payable by the selected bidder on back to back basis as per the terms and conditions of client's order to BECIL i.e. in case BECIL has to submit the PBG to its client.
- e) All payments in the Project to the selected agency shall be on back-to-back basis only subject to receipt of corresponding payment from the client. An advance payment may be made to the selected agency, only if BECIL, receives an advance from the customer, provided the selected agency submits a bank guarantee (BG) of 110% of the advance/claimed amount.

- f) Any Liquidated damages and penalties imposed by the end client in the project shall be imposed of equivalent value to the selected agency.
- g) In case the selected agency is not able to perform, the work under reference, BECIL will be at its liberty to get the job done through any third party at risk & cost of the selected agency (successful bidder). PBG (if any) in this case may be forfeited by BECIL.
- h) The decision to engage the successful bidder as Back End Technology Partner shall be taken by the Competent Authority of BECIL and accordingly the respective work order will be given.

SECTION –II

4.1 Important Dates (Schedule and Critical Dates)

S.N	ACTIVITY	SCHEDULED DATE & TIME
1.	EOI Number & Date	<u>BECIL/ASMC/EOI-1/2025</u> Dated <u>23/12/2025</u>
2.	Date & Time of Issue of EOI	Date <u>23/12/2025</u> Time <u>16:00 PM</u>
3.	Last date and Time for Submission of EOI	Date <u>30/12/2025</u> Time <u>16:00 PM</u>
4.	EOI open date and Time	Date <u>31/12/2025</u> Time <u>16:00 PM</u>
5.	Website	www.becil.com https://etenders.gov.in/e procure/app
6.	Name of work	Establishment of the studio facility at “Autonomous State Medical College (ASMC), Saidapur Bhau, Lakhimpur kheri- 262701, Uttar Pradesh”
7.	EOI Type	Open EOI
8.	Bid Offer Validity (From End Date)	90 (Days)
9.	EMD Detail	Rs. 42,286/- (Refundable) Relaxation to MSME & Startup is applicable as per Government norms.
10.	Place of Submission of EOI/ Opening of EOI	BECIL Bhawan, C-56 / A -17, Sector - 62, Noida – 201 307, UP
11.	Contact details for this EOI	Name: Shri. Khuswinder Singh Bhatia Designation: Deputy General Manager Email: khuswindersingh@becil.com Mobile: 8130190439

NOTE:

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

The Tender documents can be downloaded from our website www.becil.com and <https://etenders.gov.in/e procure/app>

4.2 Instructions for Online Bid Submission

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <https://etenders.gov.in/eprocure/app>

- a) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-Procurement/e-tender portal is a prerequisite for e-tendering.
- b) Bidder should do the enrolment in the e-Procurement site using the “Online Bidder Enrolment” option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id provided.
- c) Bidder need to login to the site through their user ID/password chosen during enrolment/registration.
- d) Then the Digital Signature Certificate (Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/Smart Card, should be registered.
- e) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- f) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- g) After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- h) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- i) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/Smartcard to access DSC.
- j) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘my tenders’ folder.
- k) From my tender folder, he selects the tender to view all the details indicated.
- l) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- m) Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender document schedule and generally, they can be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded

through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through rar and the same can be uploaded, if permitted. However of the file size is less than 1 MB the transaction uploading time will be very fast.

- n) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- o) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- p) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- q) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template must not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- r) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- s) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- t) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- u) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- v) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- w) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

- x) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

4.3 EMD General Clause

- a) EMD amount Rs. 42,286 /- can be paid in form of Demand Draft in favor of Broadcast Engineering Consultants India Limited, Payable at New Delhi or through RTGS/NEFT in BECIL's account. Account details is annexed 'G' with this EOI letter.
- b) The EMD amount submitted by bidders would be processed for refund after successful delivery of the items, however no interest is payable on the amount.
- c) As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the firms which are registered with concerned Ministries/ Departments are exempted from submission of Earnest Money Deposit (EMD) with valid certificates as on date. The bidder should have latest Udyam Registration certificate indicating the industrial codes similar to the nature of work as per the bid. Tenders received without valid certificates shall be summarily rejected. **Exemption to MSME will be provided only to those vendors who are classified as MSE in the same field.**

FOR ANY TECHNICAL RELATED QUERIES PLEASE CALL AT 24X7 HELP DESK NUMBER:-

E-tendering Phone No. 0120-4001002, 0120-4001005, 0120-4493395

Mail id: Support-eproc@nic.in

SECTION -III

EOI NOTICE

5. EOI NOTICE

Broadcast Engineering Consultants India Limited (BECIL) invites Expression of Interest (EOI), through online mode for selection of Authorized Supplier/Agency (hereinafter mentioned as 'bidder') for establishment of the studio facility at "Autonomous State Medical College (ASMC), Saidapur Bhau, Lakhimpur kheri-262701, Uttar Pradesh"

- a) The EOI must be submitted in English Only. All the documents including the supporting documents/enclosures etc. must be Calibri/Aerial/Times New Roman, font size-12 and fully legible. Supporting documents if in a language other than English must be accompanied by a English translated document. The English version shall prevail in matters of interpretation. Each and every page of the EOI should be numbered and mention the relevant page no. of the documents in the checklist. EOI Documents which are not legible shall be rejected.
- b) The representative of agency will require a specific authorization/ board resolution to submit the EOI (in case signatory is other than the Director/Proprietor itself).
- c) In case the bidder has any doubt about the meaning of anything contained in the EOI document, she/he shall seek clarification within 1 day of issue of EOI. Except for any written clarification by Shri. Khuswinder Singh Bhatia, Deputy General Manager BECIL, no written or oral communication, presentation or explanation by any other employee of BECIL shall be taken to bind or fetter BECIL under the contract.
- d) The Management of BECIL reserves the right to amend or withdraw any of the terms and conditions mentioned in the EOI Document or reject any or all the bids without giving any notice or assigning any reason. The decision of the Director, Broadcast Engineering Consultants India Limited in this regard shall be final and binding on all.
- e) BECIL reserve the right to amend any term of the EOI at any point of time before the submission and bidder should regularly check the website. Further, BECIL also reserves to increase/decrease/delete/add any BOQ item. Further any amendment done by client after the selection of bidder, all the amendment will be applicable. In case of non-acceptance of such amendment.

6. OPENING OF EOI

- a) The bids submitted against this EOI shall be opened on Date 31/12/2025 at 16:30 PM Hrs. BECIL reserves the right to change the date of opening of bid.
- b) The proposal is to be submitted in SINGLE BID SYSTEM with Pre-Qualification, Technical and Financial sections of e-tender.
- c) The bids are to remain valid for minimum of 90 days from the date of submission. BECIL reserve the right to seek the extension of bid validity.
- d) BECIL reserves the right to solicit additional information from

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

- e) BECIL reserves the right to waive off any deviations, accept the whole or part thereof or reject any or all bids and to select the bidder which, in the sole opinion of BECIL, best meets the project's interest. BECIL also reserves the right to negotiate with potential bidder so that its best interest to fulfill the need of project is served.
- f) BECIL reserves the right to reject any and all proposals, to negotiate all terms of any agreement resulting from this EOI, and to request additional information from bidder. All information contained in this EOI, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared with any other organization, including potential sub-contractors, without prior written consent of BECIL.
- g) In case the agency selected through EOI goes into liquidation or undergoes a change in business/management, it will be intimated to BECIL & the selected agency will fulfill its commitment in case order is awarded to them. In case the selected agency is not able to perform, the work under reference will be done at risk & cost of the selected agency (successful bidder).

SECTION -IV
GENERAL TERMS & CONDITIONS OF FOI

7. General Terms and Conditions:

7.1 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 and BECIL.

7.2 INTELLECTUAL PROPERTY RIGHTS:

7.2.1 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.

7.2.2 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.

7.2.3 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.

7.2.4 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.

7.3 LAND AND BORDER PROVISION

7.3.1 The Undertaking at Annexure 'F' 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.

7.3.2 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

7.3.3 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.

7.4 INDEMNITY

7.4.1 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:

7.4.2 Any Compensation/ claim or proceeding by any third party against BECIL arising out of any act, deed or omission by the Bidder;

7.4.3 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.

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

7.5 CODE OF INTEGRITY

7.5.1 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.

7.6 CONFLICT OF INTEREST

Any Bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as 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.

7.7 UNDUE INFLUENCE

7.7.1 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 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.

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

7.8 UNLAWFUL/UNETHICAL PRACTICES

7.8.1 If the Bidder has engaged in corrupt, fraudulent, collusive and coercive practices

or defaulted commitments under integrity.

7.8.2 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.

7.8.3 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:

7.9 PENALTY FOR BREACH OF INTEGRITY, CONFLICT OF INTEREST AND UNDUE INFLUENCE

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

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

7.9.3 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.

7.10 BLACKLISTING/ DEBARMENT

The Bidder/Contractor shall be debarred/blacklisted from bidding for the contract/tender

Floated by BECIL for a period of two years, for violation of the code of integrity, 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.

7.11 RISK AND COST CLAUSE

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

7.11.2 Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of

the following cases:

- 7.11.3 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.
- 7.11.4 Withdrawal from or abandonment of the work by Bidder before completion of the work as per contract.
- 7.11.5 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.
- 7.11.6 Termination of Contract on account of any other reason (s) attributable to Agency/ Bidder
- 7.11.7 Assignment, transfer, subletting of Contract by the Agency/Bidder without BECIL's written permission resulting in termination of Contract or part thereof by BECIL

7.12 CONFIDENTIALITY

- 7.12.1 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.
- 7.12.2 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.

7.13 RIGHT TO INSPECTION

7.13.1 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. That BECIL has a right to review and monitor the security practices and control procedures adopted by the Bidder. The Bidder shall produce and make available all such books, records, information, etc., related to project work for the purpose of Inspection/ audit as and when required.

7.13.2 That BECIL shall have the right to review and monitor the performance of the Bidders, and the Bidder on demand of BECIL shall furnish necessary particulars, statements, etc., as desired by the BECIL in a periodical manner for the purpose of assessment of their performance.

7.14 TERMINATIONS

7.14.1 Termination of Contract by BECIL due to unsatisfactory performance

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

7.14.2 Termination due to Breach

- a) BECIL may, without prejudice to any other remedy available for the breach of contract, may terminate the contract in sub-sequence to non –resolution of deficiency after the service of a notice of cure with a window period of fifteen days. After the end of the cure period, a 15 (fifteen) days' notice shall be served on the Agency/ Bidder, and the contracts shall be deemed terminated after the end of the period of fifteen days from the date of notice of termination.
- b) The following sub-clauses shall attract the provision of termination, on the occurrence of the following events -:

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

7.14.3 Termination due to Insolvency

- a) If the Agency/Bidder dissolves or become bankrupt or insolvent or cause or suffer any receiver to be appointed for its business or 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.

7.14.4 TERMINATION FOR CONVENIENCE

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

7.15 POST TERMINATION RESPONSIBILITY

- 7.15.1 In all cases of termination herein set forth, the obligations of BECIL to pay shall be on a pro-rata basis in proportion to the work completed by the Bidder prior to

termination.

7.15.2 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.

7.15.3 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.

7.15.4 That in the event of termination under clause 15.1 and 15.2 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.

7.16 NOTICES

7.16.1 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 BECIL or the Bidder and may be given by delivering the same by hand or sending the same-by prepaid registered mail, official e-mail or facsimile to the relevant address forth below or such other address as each Party may notify in writing to the ether Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given official e-mail or facsimile) or Fifteen (15) clear days after posting (if sent by post) at the Party's principal or registered office address as set out below:

Mr. K S Bhatia, DGM, BECIL
Broadcast Engineering Consultants India Ltd,
C-56/ A-17, Sector-62, Noida-201307, U.P., India.
Email: khuswindersingh@becil.com

7.17 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.

7.18 AMENDMENT:

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

7.19 ARBITRATION

7.19.1 Conciliation of Dispute

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

7.19.2 Reference of Dispute to Arbitration proceeding post conciliation

- a) In the event of failure in mutual resolution of the issue, any dispute(s)/ controversy(s)/ issue(s) arising out of or in connection with the contract, including any question regarding its existence or validity shall be referred to and finally resolved by Arbitration administered by the Delhi International Arbitration Centre.
- 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, abandonment or non-performance of work by the Bidder/Agency shall be reimbursed by the Bidder/Agency.

7.20 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.

7.21 Force Majeure

7.21.1 For the purpose of this Contract, the term “Force Majeure” shall mean an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance ,and which makes a Party’s performance of its obligations hereunder impossible or impractical as reasonable to be considered impossible in the circumstance, inclusive of but not limited to war, riots, civil disorder, earthquake, fire, strikes, lockouts or other industrial action (except where such strikes lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent) , confiscation or nay other action by the Government Agencies.

7.21.2 Force Majeure shall not include (i) any event which is the caused by the negligence or intentional action of a Party or by of such Party ‘s agents or employees , nor(ii) any event which a diligent party could reasonably have been expected both to take into account at the time of the acceptance of the work order under this RFP, and avoid or overcome with persistent effort in carrying out its respective obligations.

7.21.3 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.

7.22 SUBCONTRACTING

The Bidder shall not subcontract the entire or any portion of the work to be performed by it. Without taking consent from BECIL.

7.23 EXTENSION OF TIME

7.23.1 It is hereby agreed that BECIL shall by mutual agreement update and extend the timeline/ milestone in the event of a reasonable/ legitimate request from the Bidder.

7.23.2 Any period within which the 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.

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

7.24 TRANSFER AND SUB-LETTING:

Transfer and sub-letting is not allowed. Without taking consent from BECIL.

7.25 ASSIGNMENT:

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

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

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

7.26 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.

7.27 SEVERABILITY:

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

7.28 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.

7.29 LIQUIDATED DAMAGES

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

7.29.2 Recover from the Bidder liquidated damages equivalent to a sum of 0.5% of the value of the undelivered goods/services for each week of delay beyond the

scheduled date of completion or delivery or such liquidated damage, subject to a maximum of 10% of the contract value or such liquidated damages, (due to the failure of the Bidder to meet the contractual obligations)

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

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

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

7.30 POWER OF ATTORNEY

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

SECTION -V
SCOPE OF WORK

8. SCOPE OF WORK AND BILL OF MATERIAL/SCHEDULE OF REQUIREMENTS AND PRICE FORMAT

8.1 Supply of equipment / material

- a) Scope of work under this EOI is for the supply of required equipment / item and internal studio work.
- b) The selected agency(ies) is responsible for supply of equipment/items and delivery directly at the consignee location. However the freight charges would be reimbursed to the agency as per actual expenditure.
- c) Installation, commissioning & testing of the supplied equipment will be undertaken by BECIL, however in case of any technical issue, the agency/supplier is responsible for timely resolution.
- d) The bill of material is given below:-

S. No.	Description	Specification	Qty	Unit
1	Equipment rack 12 RU	19" 12 RU with mounting hardware, PDU 19" horizontal 6 socket of 6 Amp with switch and indicator	01	No
2	Manual changeover	With 3 Nos. 1 meter cables for interchange with transmitter compatible	01	No
3	Dummy load (100 W)	100 W	01	No
4	15 Meter self- mast	Supply of tower material for 15 meters self-mast complete with accessories i.e. along with auto sensing LED aviation light and its connecting cable (appx 50 meters), lightening arrestor and it's connecting cable till base of the tower.	01	No
5	Live Streaming On Air analog console	With 5 mic, 1 USB and 2 Bluetooth Phone channels live streaming console <ul style="list-style-type: none"> • 5 High Performance mic channels. Perfect for a Guest/Host configuration. • Channel 1 & 2 features a Talk button to talk to Bluetooth CH's. • USB sound card functionality to work with any software. • High performance mic preamps. • 1 Input, allowing you to connect another external device. • A / B Input on channel 5 gives you the ability to either connect a mic, or a line input. • Active balanced RJ-45 on channel 5 	01	No

6	Studio Monitor Speaker	<p>2 Way bi-amp1ified near field studio monitor with 5" cone woofer and 1" dome tweeter.</p> <ul style="list-style-type: none"> • 2-way bass-reflex bi-amplified near field studio monitor with 5" cone woofer and 1" dome tweeter • 45W LF plus 25W HF bi-amp system for high- performance 70W power amplification • ROOM CONTROL and HIGH TRIM response controls • XLR and TRS phone jack inputs accept balanced or unbalanced signals 	01	Pair
7	PODCAST microphone for host	<ul style="list-style-type: none"> • Frequency Range : 80-16,000 Hz • Element: Dynamic • Polar Pattern: Hyper cardioid • Impedance: 600 ohms • Output Connection : XLR 	03	Nos
8	RJ microphone stand	<ul style="list-style-type: none"> • Ideal for radio, broadcast, studio Internal springs for quiet operation • Includes both threaded desk insert and desk mount clamp • Supported microphone and shock mount/clip 	03	Nos
9	Studio Headphone	<ul style="list-style-type: none"> • Ear coupling Around ear • Transducer principle Dynamic, closed • Frequency Response 16HZ-22KHZ • Sound pressure level dB (passive : 1kHz/1Vrms) • Sensitivity 98±3dB • Impedance 32ohm • Cable length: 3000mm (9.84ft) • Weight 290g (with cable) 	03	Nos
10	Audio work station	<p>Audio work station</p> <ul style="list-style-type: none"> • Intel Core i7/16GB RAM DDR4/500 GD SSD/1TB HDD/2 GB graphic card/ • 24" TFT/multimedia keyboard/USB2-button optical mouse/Windows) 	02	Nos
11	Audio Distribution Amplifier	<ul style="list-style-type: none"> • 1 (Stereo Input) X 6 (Stereo Output) • XLR Balanced input and output 	1	No
12	Headphone Distribution Amplifier	<ul style="list-style-type: none"> • 1 (Stereo Input) X 6 (Stereo Output) • Balanced input and output 	1	No

13	2 channel audio interface	<ul style="list-style-type: none"> • Connection Type: USB Type-C • Audio Interface • 2 x 2 USB 3.0 audio interface and 32-bit/192 kHz support • Power supply: USB Type-C • Maximum sample rate: 192 kHz • Dynamic range input: 102 [dB] • Total number of inputs: 2 No • Total number of individual outputs: 2 Nos • Microphone preamp: D-PRE 	01	No
14	Field recorder	Should have built-in 90-degree X/Y stereo mics, advanced one-touch button controls, and distortion-free recording, Hardware Interface: USB Media Format: WAV Battery, Type: Alkaline	2	Nos
15	Automation scheduling software	<ul style="list-style-type: none"> • Automation/Scheduling software license (Play out, Playlist, multiple category for content clock designing for intelligent scheduling) Create playlist, schedule the playlist/song, auto start at schedule time. 	1	No
16	Audio Editing Software	<ul style="list-style-type: none"> • Latest version of Cubase 	1	No
17	Installation material including audio, microphone, cable, connectors (XLR, EP, TRS etc.), Digital watch, Warning lights (On Air/Recording)	<ul style="list-style-type: none"> • Microphone cable: 100 Meters • XLR connector (M & F): 20 Pairs • TRS (Phono Stereo) connectors: 15 Nos. • TRS (Phono Mono) connectors: 5 Nos. • RCA connectors: 8 Nos. • EP connectors: 4 Nos. • Digital watch: 3 Nos. • Warning lights (On Air): 1 No. • Warning lights (Recording): 1 No 	1	Lot
18	3 KV online UPS	<p>3 KVA online UPS</p> <ul style="list-style-type: none"> • Single phase with ground • Input voltage range of 100VAC-300VAC (at 50% load) or 160VAC-300VAC (at 100% load) • Input Frequency Range as 45-55Hz / 54-66Hz. Output voltage is usually 220/230/240V AC, with a frequency of 50/60Hz. • ECO mode efficiency @ full load with battery fully charged as >97.5% <p>Output waveform should be pure sine wave, and it must include features</p>	1	No

		like overload and short circuit protection, as well as alarms for low battery and overload.		
19	SMF batteries	SMF Batteries including rack & connector. For 60 minutes battery backup, battery Ah, Numbers and voltage to be specified by agency.	1	Set
20	Internet Streaming of Audio Programs	Internet streaming of audio programs including hybrid mobile app for android and iPhone. Radio player (streaming url)	1	No

8.2 Internal studio work

- The selected agency(ies) is responsible for entire scope of internal studio works as described below including supply of required material, fabrication and final execution of work at the consignee location/site on F.O.R. basis.
- The entire scope of internal studio works will be awarded to single agency selected through this process. Offers for partial execution of the work will not be entertained.
- The scope of work and bill of material is given below:-

S. No.	Description	Specification	Qty	Unit
1	Acoustic treatment	Supply and fixing of acoustic treatment (Fixing of Sound Proofing to create a sound attenuation along with Wall Partition work Framing System of according to the wall size with filling of Rockwool of 50 mm thick 48KG density. The Partition wall be complete with 12 mm commercial ply board on top. All joints, edges & gaps should be completely sealed off using silicon jet sealant all across the partition walls Providing & fixing Acoustic panels of different size with required thickness with velvet finish on top (design as per client's choice) duly pasted or gripped on the back wall of sound proofing wall. Various color to be fabricated as per final design.)	525	Sq. Ft.
2	False Ceiling	Supply and fixing of false ceiling diffuser acoustic panels & absorbing panels	230	Sq. Ft.
3	Flooring	Supply and fixing of 2mm thick PVC roll/ tiles on floor of all technical areas.	230	Sq. Ft.
4	Acoustic door and chowkhat	Acoustic doors for studios with frame with magnetic seal	1	No
5	Hydraulic door closer	Heavy duty door closer for acoustic door	1	No
6	Observation window	Observation window of size 4'x3' fabricated with good quality of sal wood / teak wood with sound proof laminated	1	No

7	Anti-termite treatment	Termite solution	1	Job
8	On-air studio table	ON Air Studio with 3/4" commercial block board and 1mm laminate of approved color and shade	1	No
9	Transmitter table	Production Studio with 3/4" commercial block board and 1mm laminate of approved color and shade	1	No
10	Revolving chairs	Internal seat material : Wood, Filled with - High Density Foam, Seat cover: Leatherette, Size: High Back, Base: Heavy Duty Metal Base, Castors: Nylon Dual Color Wheels, Maximum Weight Capacity: Up to 120 Kgs,	4	Nos
11	Supply & fixing of electrical wiring, distribution panel (MCB TPN & piping)	Supply & fixing of electrical wiring, distribution panel (MCB TPN) branded	1	Job
12	Electrical wiring, cables and LED light fitting	Supply and fixing of lights, factures, switch socket, etc. branded	1	Job
13	Conduit and piping etc.	Standard	1	Job
14	Chemical earthing (tower, transmitter and studio)	Three earthing connections with 2 meters copper electrode, required chemicals, earth wire connected at tower leg, to transmitter and third connected at distribution panel.	3	Nos

SECTION –VI

9. ELILIGIBILITY CRITERIA AND EVALUATION

1. ELIGIBILITY CRITERIA OF BIDDERS	
1.	<p><u>Company/Bidder's Profile:</u></p> <p>(a) The Bidder shall be Company incorporated/registered in India under Companies Act 1956/2013/Proprietorship/Partnership firm/Limited Liability Partnership (LLP).</p> <p>(b) The bidder should have a valid PAN and GST Registration. Copy of PAN card and GST Registration certificate should be submitted in the bid.</p> <p>(c) The Bidder should not be blacklisted/debarred/banned/restricted by any Union Govt. /State Govt. / PSU as on date of submission of the Bid. An undertaking by the bidder should be submitted.</p> <p>The bidder holding the DEALER POSSESSION LICENSE (DPL) for supply of RF equipment is not eligible for this EOI enquiry</p>
2.	<p><u>Financial Eligibility:</u></p> <p>(a) The bidder must have minimum average annual turnover (Financial year FY FY2022-2023, FY 2023-2024 and FY2024-2025) as Rs. 7.5 Lakh Documentary evidence (in case of Company registered under the Indian Companies Act) in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be included with the response.</p> <p>In case of Partnership firm/Proprietorship firm/Limited Liability Partnership (LLP) if the audited balance sheet is not applicable then certificate from the Chartered Accountant / Cost Accountant indicating the turnover details or ITR returns can also be submitted.</p> <p>(b) The bidder (in case of private Limited) should have positive net worth in each of last three audited Financial Years.</p> <p>Documentary evidence in the form of a certificate from the Chartered Accountant/Cost Accountant shall be included with the response.</p> <p>(Give details in the enclosed format – Annexure 'D')</p>
3.	<p><u>Technical Eligibility Criteria:</u></p> <p>Experience: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured, supplied same or similar Category Products and have the similar experience in community radio/studio setup filed of the last three years (Financial year FY FY2022-2023, FY 2023-2024 and FY 2024-2025). Copies of at least three relevant orders to be submitted along with bid in support.</p>

10. Other terms and conditions of the EOI

1.	<p><u>Warranty:</u> Warranty period of the supplied products shall be 1years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. Warranty certificates from OEM/Authorized suppliers must be submitted by successful bidder at the time of delivery of Goods.</p>
2.	<p><u>Prices</u> Prices are exclusive of Octroi/entry tax of the state or any other charges to be paid locally, which will claimed extra at actual (wherever applicable).</p>
3.	<p><u>Delivery Period</u> As and when required, order will be placed. Works to be executed in professional manner and as per the requirement given in order. In case the agency is not able to deliver within the said period, LD would be charged as per standard terms.</p>
4.	<p><u>Payment Milestone</u></p> <p>(a) Payment against the supply of equipment would be processed as follows;</p> <ul style="list-style-type: none"> • 40% amount of the invoice raised by vendor would be released against the items delivered at site, duly verified by BECIL representative. • Balance payment along with any other charges (i.e. transportation etc.) as per the order would be released against installation by BECIL team and submission of the GST invoice. The freight charges would be reimbursed to the agency as per actual expenditure and submission of document in respect of expenses. <p>(b) Payment against the internal studio works would be processed as follows;</p> <ul style="list-style-type: none"> • 40% amount of the invoice raised by vendor would be released against the items delivered at site, duly verified by BECIL representative. • Balance payment along with any other charges as per the order would be released against completion of the ordered work, submission of the GST invoice & joint measurement report. • Invoice shall be raised based upon the exact work / services executed at site. • The work done to be dully verified and actual measurement report jointly signed by BECIL OR client representative is to be enclosed with invoice while claiming final payment. <p>(c) An advance payment may be made to the selected agency, only if BECIL, receives an advance from the client, provided the selected agency submits a bank guarantee (BG) of equivalent amount.</p>

5.	<ul style="list-style-type: none"> • All payments in the Project to the selected agency shall be on back-to-back basis only subject to receipt of corresponding payment from the client. • The (day) date of delivery of goods and/or rendering of services by bidder shall be the date or realization of payment from the Client, once the goods and/or services are accepted by • The date of completion of the milestone / delivery of goods or services shall only be recognised for invoice and its payment when the respective acceptance of goods or services and payment thereof is received from Client. • If in the instant contract, bidder 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 on back to back payment terms as above. By agreeing to these terms, the bidder agrees to forgo its rights under this Act and Policy • All payments in the Project to the selected agency shall be on back-to-back basis only subject to receipt of corresponding payment from the client. • The bidder acknowledges and confirms that the BECIL shall be liable to make payments only upon receipt of corresponding payments from the Principal Employer/client. Accordingly, the bidder shall not raise any claims, demands, interest, compensation, or initiate any legal proceedings against the BECIL for any delay in payment arising out of delayed release of funds by the Principal Employer/client. • Bidder waives any rights under the Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) or any similar legislation or regulation, to the extent such rights conflict with the agreed payment terms under the Subcontract Agreement work order. The bidder further waives its right to claim Interest on delayed payment by the BECIL, under the Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) or any similar legislation or regulation for the time being in force in India.
6.	<p><u>Tax invoices</u> The Tax Invoices shall be raised in the name of “Broadcast Engineering Consultants India Limited, 14-B, I. P. Estate, Ring Road, New Delhi-110001 (BECIL, New Delhi GSTIN 07AAACB2575L1ZK)”. The tax in the tax invoice should be shown separately.</p>
7.	<p><u>Consignee</u> Autonomous State Medical College Lakhimpur (ASMC) Saidapur Bhau Aliganj Near Devkail Mandir Manoura, Kheri, Uttar Pradesh-262701 (Radio Asmc).</p>

11. EVALUATION PROCESS

11.1.1 BECIL shall evaluate the proposals to determine that they are complete, technically complying, no computational errors have been made, required documents as mentioned in the EOI have been furnished, the documents have been properly signed and the response is generally in order. In case of any calculation error, the total (final) price shall be considered for evaluation.

11.1.2 BECIL may waive off any minor infirmity or non-conformity or irregularity in the proposal which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any OEM/Authorized Supplier/Agency/Partner.

11.1.3 In case only one bid is received or during the Technical Evaluation only one Authorized Supplier/Agency qualified, BECIL reserves the right to accept/reject the bid.

No enquiry shall be made by the bidder(s) during the course of evaluation of the EOI, 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 EOI and adopting the evaluation criteria spelt out in subsequent paras of this EOI. The Bidders are required to submit all required documentation as per evaluation criteria specified in EOI.
- 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 blacklisting of agency for a minimum period of 3 years from participating in BECIL tenders.
- d. 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.

- e. 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
- f. BECIL reserves the right to seek any clarifications on the already submitted bid documents.
- g. 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.
- h. The selection of agency (ies) & procurement of the required equipment/material would be done on item wise lowest quote/rate basis.
- i. Single agency would be considered for the entire scope of work for internal studio works.
- j. Even though bidders satisfy the necessary requirements they are subject to disqualification if they have:
 - i. Made untrue or false representation in the form, statements required in the EOI document.
 - ii. Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.

SECTION –VII
ENCLOSURES AND ANNEXURES

Annexure ‘A’

PROPOSAL COVERING LETTER
(On Agency’s Letter head)

To,
The Deputy General Manager
Broadcast Engineering Consultants India Limited
56-A/17, Block-C, Sector-62
Noida -201307 (UP)

Subject: Submission of the Proposal for establishment of the studio facility at “Autonomous State Medical College (ASMC), Saidapur Bhau, Lakhimpur kheri-262701, Uttar Pradesh”

Dear Sir,

I/We, the undersigned, offer to supply the required equipment / execution of the internal studio works with reference to your EOI vide letter No: BECIL/ASMC/EOI-1/2025 dated December 19th, 2025 we hereby submitting the proposal for establishment of the studio facility at “Autonomous State Medical College (ASMC), Saidapur Bhau, Lakhimpur kheri-262701, Uttar Pradesh”

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.

We agree to abide by all the terms and conditions of this enquiry letter.

Thanking You,

Signature of Authorized Signatory

Name: _____

Designation: _____

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Annexure 'B'

(On Agency's Letter head)

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

Sr. No	Details	Remarks / Document
1	Name of Organization	
2	Type of Organization <ul style="list-style-type: none"> • Company registered under the Indian Companies Act, 1956 OR • Partnership firm registered under the Partnership Act, 1932 OR • Proprietorship firm OR • Limited Liability Partnership (LLP) 	
3	Year of establishment	
4	Address of registered office with telephone no. & fax	
5	Address of offices in <ul style="list-style-type: none"> i) National Capital Region of Delhi ii) All other States/UT's 	
6	Contact details of Authorized signatory in reference to this enquiry	
7	Name, Designation and address of the Officer to whom all references shall be made regarding this enquiry	
8	PAN No	
9	GSTIN No	
10	Whether the firm has been blacklisted By any Central Govt. /State Govt./PSU/ Govt. Bodies/Autonomous? If yes, details thereof.	
11	Status and details of disputes/litigation/arbitration, if any.	

Signature of Authorized Signatory

Name: _____

Designation: _____

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Annexure 'C'

PERFORMA OF LETTER OF UNDERTAKING FOR BID VALIDITY

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

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

I/We hereby submit our Bid and undertake to keep our Bid valid for the period of 90 days from the date of submission of the Bid.

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

Signature of Authorized Signatory

Name: _____

Designation: _____

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Annexure 'D'

FINANCIAL STRENGTH OF THE BIDDER

S. No.	Financial Year	Turnover of Bidder	Net worth	Remarks
1	2022-23			
2	2023-24			
3	2024-25			
	Average			

(Note: Statutory Auditor's / Chartered Accountant Certificate should be submitted along with EOI)

Signature of Authorized Signatory

Name: _____

Designation: _____

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

SELF-DECLARATION FOR NON BLACK LISTING
[ON BIDDER'S LETTER HEAD]

Bidder Ref. No.
Dated :

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

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

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

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

Yours faithfully

For,

Signature of Authorized Signatory

Name: _____

Designation: _____

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 fulfils all requirements in this regard.

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

Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and also undertake to advise any future changes to the above details. We understand 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)

Mandate Form

यूनियन बैंक ऑफ इंडिया  Union Bank of India

भारत सरकार का उपक्रम A Government of India Undertaking



(A Govt. of India Undertaking)
 MID CORPORATE BRANCH, DELHI SOUTH
 D -26-28, Connaught Place, NEW DELHI -110001
 Tel:+91-9137849790; Fax: 01-11 23414330 ; Swift: UBININBNDL
 Email: ubin0549797@unionbankofindia.bank

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

Date: 18.01.2023

TO WHOMSOEVER IT MAY CONCERN

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

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

Bank Stamp with Authorized Signatory

 Date 20-01-2023

Annexure 'H'

DECLARATION FOR ACCEPTANCE OF TERMS AND CONDITIONS

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

Subject: Submission of the proposal for establishment of the studio facility at "Doon University, Dehradun, Uttarakhand"

I've carefully gone through the Terms & Conditions mentioned in the above referred EOI document. I declare that all the provisions of this EOI are acceptable to my company. I further certify that I'm an authorized signatory of the company, and therefore, competent to make this declaration.

Yours faithfully

For,

Signature of Authorized Signatory

Name: _____

Designation: _____

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Annexure 'I'

PRICE FORMAT
1. Subject: Studio equipment

S. No.	Description	Make/Model	Qty	Unit	Unit Price (Rs.)	Total Price (Rs.)
1	Equipment rack 12 RU		1	No		
2	Manual changeover		1	No		
3	Dummy load (100 W)		1	No		
4	15 Meter self-mast		1	No		
5	Live Streaming On Air analog console		1	No		
6	Studio Monitor Speaker		1	Pair		
7	PODCAST microphone for host		3	Nos		
8	RJ microphone stand		3	Nos		
9	Studio Headphone		3	Nos		
10	Audio work station		2	Nos		
11	Audio Distribution Amplifier		1	No		
12	Headphone Distribution Amplifier		1	No		
13	2 channel audio interface		1	No		
14	Field recorder		2	Nos		
15	Automation scheduling software		1	No		
16	Audio Editing Software		1	No		
17	Installation material including audio, microphone, cable, connectors (XLR, EP, TRS etc.), Digital watch, Warning lights (On Air/Recording)		1	Lot		
18	3 KV online UPS		1	No		
19	SMF batteries		1	No		
20	Internet Streaming of Audio Programs		1	No		
	Sub Total					
	GST					
	Grand Total					

Rs. _____ Only

- Agency(ies) to quote item-wise price in the format given above.
- Agency(ies) will be selected for supply of equipment/items based on the lowest quoted rates of each item.

2. Subject: Internal studio work

S. No.	Description	Make/Model	Qty	Unit	Unit Price (Rs.)	Total Price (Rs.)
1	Acoustic treatment		525	Sq. Ft.		
2	Acoustic false ceiling		230	Sq. Ft.		
3	Flooring/carpet		230	Sq. Ft.		
4	Acoustic door and chowkhat		1	No		
5	Hydraulic door closer		1	No		
6	Observation window		1	No		
7	Anti-termite treatment		1	Job		
8	On-air studio table		1	No		
9	Transmitter table		1	No		
10	Revolving chairs		4	Nos		
11	Supply & fixing of electrical wiring, distribution panel (MCB TPN & piping)		1	Job		
12	Electrical wiring, cables and LED light fitting		1	Job		
13	Conduit and piping etc.		1	Job		
14	Chemical earthing (tower, transmitter and studio)		1	Job		
	Sub Total					
	GST					
	Grand Total					

Rs. _____ Only

Single agency would be considered for the entire scope of work for internal studio works, hence partial quote / proposal will not be entertained.