

EXPRESSION OF INTEREST

FOR

SELECTION of SYSTEM INTEGRATOR & OEM FOR PARTICIPATION IN TENDER FOR

**“INSTALLATION, TESTING & COMMISSIONING (SITC) OF
INTEGRATED AIR TRAFFIC SIMULATOR (IATS)
FOR AIR TRAFFIC SERVICES OF
NEW DELHI, KOLKATA, MUMBAI AND CHENNAI AIRPORT”**

EOI Ref No. BECIL/DGM/Eoi/AAI/IATS/2025-26

Dated: 08.02.2026

Issued By

Mr. Khuswinder Singh Bhatia, Deputy General Manager

 <p>बेसिल BECIL</p>	<p>Broadcast Engineering Consultants India Limited (A Government of India Enterprise)</p> <p>Head Office: 14-B Ring Road, IP Estate, New Delhi- 110002</p> <p>Tel: 011 23378823, Fax: 01123379885</p> <p>Corporate Office: BECIL BHAWAN, C-56-A/17, Sector-62, Noida-201 307 Tel: 0120 4177850, Fax: 0120 417787</p> <p>Web: www.becil.com</p> <p>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, 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, 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, Defence 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

The Airports Authority of India, Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi has floated a tender GeM Bid No: GEM/2025/B/6963340 (“**Tender**”) for “Supply, Installation, Testing & Commissioning (SITC) of Integrated Air Traffic Simulator (IATS) for Air Traffic Services of New Delhi, Kolkata, Mumbai and Chennai Airport” (“**Project**”).

3. ELIGIBLE BIDDERS

Bids may be submitted by bidders as described below

- a) The Bidder must be a company/ registered legal entity in India, which has the capabilities to deliver the entire scope of work as mentioned in the RFP.
- b) The bidders qualifying the Pre-qualification/ eligibility criteria mentioned in the RFP document shall be termed as Eligible Bidders and shall be eligible for opening of their Technical & Commercial Bids.
- c) Consortium partnership will not be allowed. The bidder must meet all eligibility criteria by itself.
- d) Any of the bidders shall not be permitted to quote multiple OEMs for same line item.

4. COST OF BIDDING

The Bidder shall be responsible to bear any costs associated with the preparation and submission of the Bid, and BECIL in no case, shall be responsible or liable for costs, inclusive of but not limited to bank charges, courier charges, site visits, expenses incurred for the purpose of demonstration and representation as desired by BECIL in order to assess the efficiency of the prospective Bidder, or any other expenses incurred for the submission of the Bid. That the Bidder shall be responsible for the costs/expenses regardless of the outcome of the bidding process.

5. ASSURANCE

The successful Bidder shall have to provide requisite documentation and satisfactory assurance of its capability and intention in regard to the supply of the goods and/or performance of the requisite scope of work/services pursuant to the award of the Contract within the time set forth herein.

6. SITE VISIT

It shall be the responsibility of the Bidder to visit the Premises/Site wherein the work is to be performed or services is to be delivered to obtain all the requisite information that is necessary/essential for preparing the Bids and entering into a Contract. The cost of visiting the Site shall be borne by the Bidder. The grant of permission by BECIL to the Bidder or its Authorized Representative, for the purpose of Site visit shall be contingent on the express condition that the Bidder and its representatives/agents shall indemnify the Company i.e. BECIL and its personnel from and against all liability in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property

and any other loss, damage, costs and expenses however caused, which, but for the exercise of such permission would not have arisen. That in the event if the Bidder fails to visit the site, it shall not relieve it from the performance of its scope of work/obligations as per the Contract.

7. CLARIFICATION OF BIDDING DOCUMENT

For any clarification related to using the portal, you may visit the below link:

<https://eprocure.gov.in/epublish/app>

(i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

(ii) Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

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

8. ADDENDUM/AMENDMENT TO THE BIDDING DOCUMENT

At any time prior to the deadline for the submission of the Bids by the Bidders, BECIL shall have the discretion to amend the bid at its own initiative or in sub-sequence to a clarification sought by the prospective Bidder.

The Amendment / Addendum shall form a part of the Bidding Document pursuant to clause 10 and clause 43 of the General terms and Conditions and the same shall be notified on the said procurement portal, so that the said addendum/amendment becomes binding on all the prospective bidders.

In the event of an Addendum/Amendment to the Bidding Document, the prospective Bidders shall be provided with a reasonable time for the purpose of preparation of their bids.

9. LANGUAGE OF THE BID

That the Bid and all correspondences and communication in connection with this Bid shall be in English language. The supporting documents to be submitted by the Bidder may be in another language provided they are accompanied by a certified translation. However, BECIL may also translate the documents on its own to avert the possibility of any irregularity and ambiguity.

10. EARNEST MONEY DEPOSIT

- a) EMD of INR 1.5 crores shall be submitted by bidder. Since BECIL (first part) is participating under license with foreign OEM (third party), hence BECIL and OEM each shall share EMD in 50:50 ratio.
- b) Bid security can be submitted in following two forms: -
 - (i) Direct Bank transfer
 - (ii) Bank Guarantee
- c) The bidder (System Integrator) shall submit the EMD/Bank Guarantee (BG) in favor of M/s Broadcast Engineering Consultants India Limited (issued by any scheduled / nationalized bank, valid for 270 days from the last date of bid submission. The bidder must deposit original instrument along with technical bid. EMD deposited by the bidder shall not bear any interest) for an amount proportionate to the value specified in the tender, corresponding to the first party, i.e. 50% of the Earnest Money Deposit (EMD) value.

That the Earnest money deposit has been sought with an intent to protect the interests of M/s BECIL against the conduct of the Bidder which shall warrant the forfeiture of the earnest money deposit.

That any Bid not secured in accordance with Earnest Money Deposit will be rejected by BECIL by virtue of being un-responsive.

That the Earnest money deposit of all the unsuccessful Bidders shall be discharged/returned not later than 45 days after the finalization of the tendering process, whereas the Earnest money deposit of the successful Bidder shall be discharge upon signing the Work Order/Agreement or upon acknowledging the award and on furnishing of the Performance bank guarantee/ Security deposit.

Exemption to MSME and Startup shall be given as per Gol guidelines. Notwithstanding any contained in the Contract, the Earnest money deposit shall be forfeited in the following circumstances-:

- i. In the event of withdrawal of bid, by the Bidder during the bid validity period
- ii. If the Bidder is found indulgent in fraudulent/collusive and coercive practice
- iii. In the event if the Bidder modifies the bid after the due date and time for the submission of the Bids.
- iv. In the case of successful Bidder, if the Bidder fails to sign the work order/Agreement.
- v. In case if the Bidder fails to furnish the Performance bank guarantee/ security.

11. 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: -

BECIL intends to on board a System Integrator. The selected bidder will support BECIL in the execution of AAI tender on GeM tender ref no GEM/2025/B/6963340 dated 05.12.2025 for SITC of IATS for Air Traffic Services of New Delhi, Kolkata, Mumbai & Chennai Airports.

The intent of this EOI is to select a system integrator to subsequently work with BECIL for the above-mentioned tender, by signing a Pre-Bid TPA (amongst BECIL, SI & OEM) setting out the duties and obligations of all the parties, as has been agreed between them for the purpose of the submission of the Bid in response to the tender under reference and for setting out the modalities, roles & responsibilities of the Parties towards execution of the project, as follows: -

- a) System Integrator will select the foreign OEM for supply of major items (IATS equipment) with Technical Compliance Matrix, Price, Installation, Commissioning, Operation and Maintenance, FAT, SAT, Training at OEM's factory premises as specified in tender. Factory Acceptance Test (FAT), coordination with OEM and execution to related the tender work.
- b) System Integrator will be responsible for SITC of equipment & items specified in the tender document. Locally procured items will be supplied by SI, overall management and supervision will be its responsibility.
- c) BECIL will act as an Indian bidder / manufacturer under license through Technology Collaboration Agreement with OEM(s) and will use OEM(s) credentials for work experience.

In case the bid submitted by BECIL against the said tender, is accepted and BECIL receives Work Order/ Agreement from/ with the Client. BECIL may issue a Work Order to the selected SI. 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 system integrator selected through this EOI, may be issued a work order by BECIL, for undertaking the work as per the above-mentioned client's tender.
- ii. All terms and conditions of the client's tender, and any subsequent amendments/ corrigenda thereof, will be applicable fully on back-to-back basis on the 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.

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

Bidders are advised to go through the Scope of Work and terms & condition of the said tender to understand the requirement and challenges associated with locations prior to submitting their bids.

The selected agency shall not subcontract, assign, or transfer any part of its obligations, duties, or responsibilities to any third party without the prior written consent of BECIL. Any attempt to do so shall be considered a material breach, leading to immediate termination without any liability on the part of BECIL. Bidders to note that the opening / evaluation of the responses will be subject to accord of extension of last date of bid submission in the primary tender.

12. Performance Bank Guarantee (PBG):

- i. In case the said tender is awarded to BECIL, the PBG as mentioned in the client's tender shall have to be submitted by BECIL. Accordingly matching value of Performance Security (PBG) shall have to be furnished by successful bidder within 25 days after the award of contract in the form of an irrevocable and unconditional bank guarantee on a Nationalized/Scheduled Bank as per Performa attached as Annexure–IV of bid document and it shall remain valid for a period of 150 days beyond the date of completion of all contractual obligations. PBG shall be given in the ratio of 50% - 50% by the OEM and bidder. In the case, PBG is given by OEM (foreign entity), it should be counter signed by the Bank in India. Without being counter signed by Bank in India, same will not be accepted.
- ii. Since BECIL (first part) is participating under license with foreign OEM (third party), hence BECIL and OEM each shall share the PBG in 50:50 ratio The System Integrator (SI) shall submit the equivalent amount of PBG as submitted by BECIL to the End Customer. The PBG will be submitted by SI within 25 days from notification of Award in favour of BECIL.
- iii. The PBG of the AMC shall be submitted separately and it will be in the same model as PBG for SITC.
- iv. The bidder must submit an undertaking in the bid stating that "they will provide the PBG in accordance with the timeline and the terms and conditions outlined in the client's tender, in this document.
- v. PBG can be submitted in any of the following form:
 - a) Irrevocable and unconditional bank guarantee (as per Performa attached
 - b) as Annexure – IV) from a Nationalized / Scheduled Bank
 - c) Insurance Surety Bonds
 - d) Account Payee Demand Draft
 - e) Fixed Deposit Receipt from a Commercial bank
 - f) Online payment

SECTION – II

IMPORTANT DATES (SCHEDULE AND CRITICAL DATES)

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. Bidders are advised to check the website for updates in this regard.

S.N.	ACTIVITY	SCHEDULED DATE & TIME
1.	EOI Number & Date	BECIL/DGM/EOI/AAI/IATS/2025-26, Dated: 08.02.2026
2.	Date & Time of Issue of EOI	Date 08.02.2026 Time 16:00 Hrs
3.	Last date and Time for Submission of bids	Date 13.02.2026 Time 12:00 Hrs
4.	Bid Opening Date and time	13.02.2026 12:30 hrs
5.	Place of Submission of EOI/ Opening of EOI	BECIL Bhawan, C-56/A -17, Sector - 62, Noida – 201307.
6.	EOI Processing Fee (Non-refundable)	INR 15000 + GST (Proof of submission to be submitted in BID)
7.	EMD	As per the details mentioned at page no 7. Relaxation to be given to MSME & Startup as per Government norms.
8.	Address for Communication of bids	BECIL Bhawan, C-56/A -17, Sector - 62, Noida – 201307.
9.	Contact details for this EOI	Name: Shri. Khuswinder Singh Bhatia Designation: Deputy General Manager Email: khuswindersingh@becil.com Mobile: 8130190439

- (i) All terms and conditions of the Client's tender ref no GEM/2025/B/6963340 dated 05.12.2025 having last date of submission as 16.02.2026, and any subsequent amendments/ corrigenda thereof, will be applicable fully on back to back basis on the system integrator selected through this EOI, including all important terms and conditions like EMD, PBG, Payment Terms, SLA conditions, Liquidity Damages, and any other penalties etc.
- (ii) EMD and Performance Bank Guarantee as applicable shall be payable by the selected bidder on back to back basis as per the terms and conditions of Client Tender, and any subsequent amendments/ corrigendum thereof.

- (iii) 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 and on the certification of the concerned coordinator at Airports Authority of India Rajiv Gandhi Bhawan (AAI). No advance will be paid to the bidder, even though BECIL is eligible to get advance from the customer being a front end bidder, unless a BG of equivalent amount is submitted by the selected agency to BECIL.
- (iv) The selected bidder, who has partnered with BECIL for a particular tender/ project shall not partner with any other bidder for the same tender/project.

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.

SECTION – III

EOI NOTICE & GENERAL TERMS AND CONDITION

1. EOI NOTICE

- 1.1 Broadcast Engineering Consultants India Limited (BECIL) invites Expression of Interest (EOI), through offline mode, for selection of a system integrator of BECIL, for collaborating with BECIL for preparing a bid and participating in the tender ref no GEM/2025/B/6963340 dated 05.12.2025 for SITC of IATS for Air Traffic Services of New Delhi, Kolkata, Mumbai & Chennai Airports for AAI.
- 1.2 **The duly signed Hard Copy of the Bid/ Techno Commercial Proposal is to be submitted in a packed and sealed envelope, in Tender Box, BECIL BHAWAN C56/A17 Sector 62 Noida-201307, UP**
- 1.3 The EOI must be addressed to the given name and address:
- To,
Shri Khuswinder Singh Bhatia, Deputy General Manager
Broadcast Engineering Consultants India Limited
C-56/A-17, Sector-62, Noida, Uttar Pradesh-201307
- 1.4 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 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.**
- 1.5 The representative of agency will require a specific authorization/ board resolution to submit the EOI.
- 1.6 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.
- 1.7 Bidders shall have to submit an amount of **Rs. 15,000/- + GST** through RTGS/ NEFT to BECIL (**Bank Mandate Form Enclosed at Annexure B**) towards the cost of EOI Document and no other Mode of payment is acceptable. EOI Document is also available at BECIL Office: C-56/A-17, Sector-62, Noida, and Uttar Pradesh-201307. The cost of EOI document is non-refundable.
- 1.8 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.

- 1.9 BECIL reserve the right to amend any term of the EOI at any point of time before the submission and bidder should regularly check the website. Further, BECIL also reserves to increase/decrease/delete/add any BOQ item. Further any amendment done by client after the selection of bidder, all the amendment will be applicable. In case of non-acceptance of such amendment, the EMD submitted will be forfeited by BECIL.
- 1.10 The bidder should submit the signed Integrity Pact on a plain paper along with the bid.
- 1.11 The Bidders will have no right to withdraw from the EOI process post submission of their bid without the formal consent of BECIL.
- 1.12 Participation in the EOI by any bidder will be on “NO COST NO COMMITMENT” basis. The Bidder shall bear all cost associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges, authentication charges and any associated charges including taxes & duties thereon. Further, BECIL will in no case be responsible or liable for these costs, regardless of the outcome of the bidding process.

2. SUBMISSION OF EOI

- 2.1 EOI, complete in all respects, must be submitted offline.
- 2.2 BECIL may, at its own discretion, extend the date for submission of EOI. In such a case all rights and obligations of BECIL and the Bidders shall be applicable to the extended time frame.
- 2.3 As the EOI can be submitted only up to the defined date and time, there can't be any late bids. BECIL will not be responsible for any delay in obtaining the terms and conditions of the tender. BECIL will not be responsible for postal delays. Bids received after the due date will not be opened and rejected.
- 2.4 At any time prior to the last date for receipt of EOI, BECIL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI Document by an amendment. The amendment will be notified on BECIL's website <http://www.becil.com> and should be taken into consideration by the prospective bidders while preparing their EOI.
- 2.5 The bidders will bear all costs associated with the preparation and submission of their bids. BECIL will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.6 The EOI must contain:
 - 2.6.1 Company/bidder profile relevant to EOI.
 - 2.6.2 It should also include details of past experience relevant to the “Scope of Work”.
 - 2.6.3 Declaration regarding acceptance of Terms and conditions of EOI.
 - 2.6.4 Declaration of not been blacklisted by any of the Government agency.
 - 2.6.5 Essential information such as Name & address of the agency, Business Name, E-mail id, Fax No. /Telephone No. , Authorized Signatory name, E-mail ID and contact no.

- 2.7 The agency/ bidder/OEM/Implementation Agency shall ensure that it fulfils the eligibility criteria as desired in the EOI and other essential conditions. Compliance statement of Eligibility criteria with the documents submitted as a proof is to be prepared and submitted. The supporting documents may be with list of existing and past clients with details of services offered, details of similar projects executed.
- 2.8 The EOI should be duly signed on each page by authorized person. Each page should be properly numbered. Documents authorizing the signatory must accompany the EOI.
- 2.9 The EOI complete in all respects must be submitted with requisite information and annexure(s). The EOI should be free from ambiguity, change or interlineations. Incomplete EOI will not be considered and is liable to be rejected without making any further reference to agency/ bidder/OEM/Implementation Agency(s).
- 2.10 Bidders have to take into account any changes/amendments made in the end client's Tender/ RFP through corrigendum till date of submission of bid in response of EOI.
- 2.11 The bidder shall be ignored, if complete information is not given there-in, or if the particulars and data (if any) asked for are not filled in properly.

5.12	Checklist of documents/information to be submitted
(a)	Profile of the company/bidder/firm
(b)	Certificate of Incorporation (for Company/LLP)
(c)	Memorandum & Articles of Association/Partnership deed
(d)	Audited financial statements for the last 3 years
(e)	Income Tax Return Acknowledgment for last 3 years
(f)	Certificate of financial capability / credit facility issued by bank.
(g)	GST Registration Certificate or valid exemption certificate
(h)	Copy of PAN Card
(i)	Any other relevant registration documents on registration with other appropriate authorities (ESIC, EPFO, Labour Deptt etc.)
(j)	Authorization letter in the bidder's letterhead authorizing the person signing the bid for this EOI as Power of Attorney (POA)
(k)	Undertaking in letter head to indemnify BECIL from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.
(l)	Bidders Details as per format
(m)	All the requisite documents in the prescribed formats placed at Annexures to this Eoi
(n)	Pre-Contract Integrity Pact as per Annexure-A (a) Bidders participating in the EOI have to sign Integrity Pact Those bidders who are not willing to sign Integrity Pact will not be considered for bid opening.
(o)	(b) All the documents in support of Technical criteria like Experience Certificates, PO, proposed Makes for the solution, Solution architecture (if asked) and other documents as required.
(p)	Price Offer to BECIL as per Format of the Eoi.

3. OPENING OF EOI

- 3.1 The bids submitted against this EOI shall be opened on **13.02.2026 12:30 hrs.** BECIL Reserves the right to change the date of opening of bid.
- 3.2 Bidders who wish to attend opening of EOI may visit BECIL for the same at the designated time, with authorization in proper format on bidder's letter head.

4. GENERAL TERMS & CONDITIONS OF EOI

- 4.1 The EOI Processing Fee, technical bid and financial bids are to be placed in separate sealed envelopes, super scribed with words "**EOI Processing Fee**", "**Technical Bid**" and "**Financial Bid**". All the three sealed envelopes as mentioned above are to be placed inside a single sealed envelope named as

**"Response for EOI No. BECIL/DGM /EOI/AAI/2025-26
Submitted by: [Firm/Company name]**

- 4.2 All bids are to remain valid for minimum of 180 days from the date of submission. BECIL reserve the right to seek the extension of bid validity.
- 4.3 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 <https://www.becil.com>. BECIL reserves the right to cross verify the information directly with client.
- 4.4 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/OEM/Implementation Agency(s) which, in the sole opinion of BECIL, best meets the project's interest. BECIL also reserves the right to negotiate with potential bidder/OEM/Implementation Agency(s) so that its best interest to fulfil the need of project is served.
- 4.5 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.
- 4.6 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.
- 4.7 In case the agency selected through EOI goes into liquidation or undergoes a change in business/management, it will be intimated to BECIL & the selected agency will fulfill its commitment in case order is awarded to them. In case the selected agency is not able to perform, the work under reference will be done at risk & cost of the selected agency (successful bidder). EMD or PBG as the case may be will be forfeited by BECIL.

4.8 Any dispute or difference or claim arising out of or in relation to this EOI, including the construction, validity, performance or breach thereof, shall be settled or decided by CMD/Director, BECIL or by any other person to be nominated by CMD/Director.

5. **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.

6. **Intellectual property rights**

6.1 Deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the Bidders under this EOI and subsequent to this EOI in relation with this EOI 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.

6.2 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.

6.3 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.

6.4 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. **Land and border provision**

The Undertaking at **ANNEXURE-L** 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, and Govt. of India.

8. **Indemnity**

8.1 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) Deficiency in the Bidder's performance of its scope of service or breach of any of its obligations or scope of work

- b) Actions by the Bidder that causes BECIL to be in indirect or direct consequential breach of the main contract
- a) Any claims by employees, suppliers, creditors or other persons in a relationship with the Bidder
- b) Any claims of infringement, misappropriation or otherwise by third parties in regard to the execution of the scope of work by the Bidder.

9. Code of Integrity

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 EOI 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 an EOI Process or to secure a contract.

10. Conflict of Interest

Any Bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this EOI. 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 EOI 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 EOI 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 EOI Document etc.) of this EOI 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 EOI document or specifications of the EOI 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 EOI process and execution of the Contract.

11. Undue influence

- 11.1 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.
- 11.2 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 offenses by the Agency or anyone employed by him or acting on his behalf, as defined in the Bharatiya Nyaya Sanhita, erstwhile known as the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle BECIL to cancel the contract and all or any other contracts with the Agency and recover from the Agency the amount of any loss arising from such cancellation, from the present or from any other contract with BECIL.

12. Unlawful/Unethical Practices

- 12.1 If the Contractor/ Bidder has engaged in corrupt, fraudulent, collusive and coercive practices or defaulted commitments under integrity.
- 12.2 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.
- 12.3 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:

13. Penalty for breach of integrity, conflict of interest and undue influence

- 13.1 Forfeiture of Bank guarantee or any other bond or bid security submitted by the Bidder.
- 13.2 Cancellation/ termination of the Contract with the liberty to recover the accrued losses/damages by the Bidder including imposition of penal damages.
- 13.3 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.

14. 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.

15. Risk and cost clause

- 15.1 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 EOI and the Work Order, BECIL may cancel the contract/Work Order in full or part thereof, and will procure supplies/equipment's or ensure the execution of work or any pending service in case of service contract from other willing vendor at the risk and cost of the Bidder.
- 15.2 Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:
- 15.3 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.
- 15.4 Withdrawal from or abandonment of the work by Bidder before completion of the work as per contract.

- 15.5 Non completion of work/ Non-supply by the Bidder within scheduled completion/delivery period as per EOI or as extended from time to time, for the reason attributable to the Agency/ Bidder.
- 15.6 Assignment, transfer, subletting of Contract by the Agency/Bidder without BECIL's written permission resulting in termination of Contract or part thereof by BECIL.
- 15.7 Or any other condition mentioned in client tender.

16. Penalties

- 16.1 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.
- 16.2 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.

17. Confidentiality

- 17.1 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.
- 17.2 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.

18. Right to inspection

- 18.1 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.

18.2 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.

19. Terminations

19.1 Termination of Contract/ Empanelment 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 EOI, 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 7 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.

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

19.3 Termination due to Insolvency

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

19.4 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.

20 Post termination responsibility

- 20.1 In all cases of termination herein set forth, the obligations of BECIL to pay shall be limited to the period up to the date of termination, subject to the receipt of such payment from the Client.
- 20.2 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.
- 20.3 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.

That in the event of termination under clause 19.1 and 19.2 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.

21. Notices

Any notice, invoice, approval, advice, report or notification in connection with this Contract shall be in writing and any notice or other written communication pursuant hereto shall be signed by the party issuing the same and shall be addressed to the BECIL or the Bidder and may be given by delivering the same by hand or sending the same-by prepaid registered mail, official e-mail or facsimile to the relevant address forth below or such other address as each Party may notify in writing to the ether Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given official e-mail or facsimile) or Fifteen (15) clear days after posting (if sent by post) at the Party's principal or registered office address as set out below:

Broadcast Engineering Consultants India Limited,
C-56/ A-17, Sector-62, Noida-201307, U.P., India.
Email: khuswindersingh@becil.com

22. 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.

23. Amendment

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

24. Arbitration

24.1 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.

24.2 Reference of Dispute to Arbitration proceeding post conciliation

- a) In the event of failure in mutual resolution of the issue, any dispute(s)/ controversy(s)/ issue(s) arising out of or in connection with the contract, including any question regarding its existence or validity shall be referred to and finally resolved by Arbitration administered by the Delhi International Arbitration Centre as per the Delhi International Arbitration Centre proceeding Rules 2023.
- b) The Aggrieved party wishing to refer a dispute to Arbitration shall give a notice to the Defaulting Party specifying all the points of dispute(s) with details of corresponding the claim amount.
- c) The Arbitration Proceeding shall commence within a span of **thirty days** from the date of receipt of Invocation Notice complete in all respects as mentioned above,

- d) The dispute(s)/ difference(s)/controversy(s) shall be adjudicated by a single/sole Arbitrator empanelled with the Delhi International Arbitration Centre.
- e) The seat of Arbitrations shall be at New Delhi and the Arbitration proceeding shall be conducted in English.
- f) The award of Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by both the parties.
- g) The provision of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time shall apply to the Arbitration proceedings under this Contract.
- h) That any claim of damage(s) or losses(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) That if BECIL considers that a dispute under this contract, involves an issue that is related to a dispute under the main contract., then in that event, the Bidder shall assist, and support BECIL, during the course of arbitration/ legal proceedings emanating from the main contract. Then in that event of initiation of arbitration proceeding, under the main contract, no dispute tied to the main contract, shall be concurrently referred by the Bidder.

25. 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.

26. Force majeure

- 26.1 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.
- 26.2 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 EOI, and avoid or overcome with persistent effort in carrying out its respective obligations.
- 26.3 In the case of failure to perform this Agreement due to any force majeure, neither party shall be liable for such failure, nor shall this Agreement 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.

27. 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.

28. Extension of time

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

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

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

29. Assignment

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

29.2 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.

29.3 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.

30. 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, supranational, foreign and international laws and regulations.

31. 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.

32. Entire contract

The Contract/ Agreement / work order with all Appendices and Schedules appended thereto, contents and scope/ specifications of the EOI , all the corrigendum's, response to queries etc. that may be issued against this EOI 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.

33. Liquidated damages

- 33.1 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:
- 33.2 In case of any liquidated damages imposed on BECIL by the Client, BECIL shall pass on the entire quantum of liquidated damages to the bidder/ selected agency on back-to-back basis.
- 33.3 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.
- 33.4 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) from this Contract or any other contract with BECIL.
- 33.5 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.

34. 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.

35. Signing of Non-Disclosure Agreement

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.

36. Pre-Bid Tripartite Agreement

The bidder (SI) and OEM shall enter into Pre-Bid TPA, setting out the duties and obligations of all the parties, as has been agreed between them for the purpose of the submission of the Bid in response to the tender under reference and for setting out the modalities, roles & responsibilities of the Parties towards execution of the project.

Bidders interested to participate in this EOI, shall have to sign a PRE-BID TRIPARTITE AGREEMENT 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.

37. MSME

- 37.1 The Bidder acknowledges and confirms that BECIL shall be liable to make payments only upon receipt of corresponding payments from the client. Accordingly, the Bidder shall not raise any claims, demands, interest, compensation, or initiate any legal proceedings against BECIL for any delay in payment arising out of delayed release of funds by the client.
- 37.2 Since the payment is agreed to be on back-to-back basis upon receipt by BECIL from the Client, the Bidder agrees to waive 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 Bidder Agreement. The Bidder further waives its right to claim Interest on delayed payment by 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.
- 37.3 The bidder to give the undertaking as per Annexure – O, on a non-judicial stamp-paper of Rs. 100.

SECTION – IV

SCOPE OF WORKS

1. SCOPE OF WORK/SCHEDULE OF REQUIREMENTS

For detailed scope of work of the project & the Bill of Material, the bidders may refer the Client's Tender document, and its amendments & corrigenda issued subsequently (if any); **Tender details references are as below and the same is also attached along with this EOI.**

(Bidders are instructed to check for any new corrigendum/amendments etc. before bidding)

Client's Tender Reference No: AAI has floated tender on GEM/2025/B/6963340 dated 05.12.2025 for SITC of IATS for Air Traffic Services of New Delhi, Kolkata, Mumbai & Chennai Airports.

Note: All the Scope of work and relevant General Condition as well as special condition of the client tender shall be applicable to the selected bidder on back to back basis and the same shall be part of the agreement signed between BECIL and selected bidder.

- d) System Integrator will be responsible for SITC of equipment & items specified in the tender document. Locally available items will be supplied by selected partner, overall management and supervision will be its responsibility.
- e) BECIL will act as an Indian bidder / manufacturer under license through Technology Collaboration Agreement with OEM(s) and will use OEM(s) credentials for work experience.
- f) System Integrator will select the foreign OEM for supply of major items (IATS equipment) with Technical Compliance Matrix, Price, Installation, Commissioning, Operation and Maintenance, FAT, SAT, Training at OEM's factory premises as specified in tender i.e. Four ATM and Four CNS Officers (one from each IATS site) shall be visiting factory of the successful bidder for 15 working days in one stretch for Training on DMS and Exercise Preparation and Eight CNS and Eight ATM officers of AAI (2 CNS and 2 ATM from each site) shall be visiting factory of the successful bidder for 15 working days in one stretch to undergo train the trainer program. Factory Acceptance Test (FAT), coordination with OEM and execution to related the tender work.
- g) The OEM(s) shall provide full support to AAI till expiry of warranty period and ensure availability of spares during the entire life cycle of the product.
- h) The OEM(s) shall provide operational / life cycle support the software throughout the project period (for 3+7 years) including software bug fixing, patches, updates, and version upgrades in accordance with the client's tender.
- i) OEM(s) and System Integrator shall possess the required tools, plants, skilled manpower, etc. required for execution of the subject scope of work in the Bid Specific Document
- j) Operation and Maintenance training at factory premises of the OEM

- Four ATM and Four CNS Officers (one from each IATS site) shall be visiting factory of the successful bidder for 15 working days in one stretch for Training on DMS and Exercise Preparation.
- Eight CNS and Eight ATM officers of AAI (2 CNS and 2 ATM from each site) shall be visiting factory of the successful bidder for 15 working days in one stretch to undergo train the trainer program.
- OEM and System Integrator shall complete the operation and maintenance training at factory premises of OEM after successful completion of Factory Acceptance Test and prior to dispatch of the equipment. Certificate of successful completion of training shall be issued by authorized representative (s) of AAI.

SECTION –V

PREQUALIFICATION AND TECHNICAL CRITERIA AND EVALUATION

S. No.	1. Eligibility Conditions	Documentary Proof to be submitted
1.	Registered Company/ PSU/ Statutory Body	<p><u>For Registered Company/ PSU/ statutory Body: -</u></p> <ul style="list-style-type: none">a. Copy of Certificate of Incorporation (with CIN, if applicable)b. Current list of Directors on Letter head signed by Authorized Signatory <p>Selected bidder will be responsible for selection of OEM(s) and get the Technology Collaboration Agreement for BECIL as indigenous manufacture of a product developed abroad for manufacturing in India under license from a foreign manufacturer (OEM), who holds intellectual property rights with clear phasing of increase in local content utilizing work experience of Foreign OEM(s).</p> <p>Certificate of incorporation from respective Govt. body/Chamber of commerce having information that Foreign Company is an OEM of offered equipment and indicating address of manufacturing facilities shall also be submitted in respect of Foreign Company.</p>
2.	<p>Value/Quantity Criteria:</p> <p>The OEM shall have experience of successfully executing orders for “SITC of Integrated Air Traffic Simulator for air traffic services” fulfilling at least one of the Value Criteria OR Quantity Criteria as listed below in last seven years:</p> <p>A. Value Criteria:</p> <p>One purchase order of value more than or equivalent to Rs. 102.15 Cr. (i.e. 80% of estimated cost) for Integrated Air Traffic Simulator (IATS)</p> <p>Or</p> <p>Two separate purchase orders, each of value more than or equivalent to Rs. 63.85 Cr. (i.e. 50% of estimated cost) for Integrated Air Traffic Simulator (IATS)</p>	<p>Bidder must submit the certificate regarding the equipment/ system/similar system having same functionalities /offered for supply should be proven product in the bid. It shall be in operation (not an evaluation system or a prototype) for more than 3 years at any airport from the date of publishing NIT. Proof of supply and/or installation of HF Transmitter & Associated Accessories and satisfactory operation of the above system / equipment issued by the end user shall be submitted along with PQQ Bid.</p> <p>Proof of product acceptance or registration at Airports Authority of India (AAI) / Air Navigation Services (ANS) to be submitted.</p>

	<p>Or Three separate purchase orders, each of value more than or equivalent to Rs. 51.07 Cr. (i.e. 40% of estimated cost) for Integrated Air Traffic Simulator (IATS)</p> <p>B. Quantity Criteria: Bidder shall have executed one order for “Integrated Air Traffic Simulator (IATS)” of minimum total quantity three (03) or more.</p> <p>Or Bidder shall have executed two separate orders for “Integrated Air Traffic Simulator (IATS)” each of minimum total quantity two (02) or more.</p>	
3.	Financial Eligibility:	
a.	The Bidder/OEM must have minimum average annual turnover during last financial years i.e. 2022-23, 2023-24 & 2024-25 = 13 Crore/-.	<p>a) Certificate by the CA as per Annexure D.</p> <p>b) Audited financial statements of last three financial years.</p> <p>c) ITR Acknowledgment last three financial years.</p> <p>d) Note: CA certificate must be issued after the publishing of this EOI.</p>
b.	The bidder should have positive net worth as per the audited financial results for the last three Financial Years ending 31 March 2025.	<p>Certificate from the Chartered Accountant clearly stating the net worth.</p> <p>Note: Certificate must be issued after the publishing of this EOI.</p>
4.	The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing.	<p>Certificate from the Chartered Accountant.</p> <p>Note: Certificate must be issued after the publishing of this EOI.</p>
5.	The Bidder should not be blacklisted/ debarred/ banned/ restricted by any Union Govt./State Govt./ PSU/Autonomous bodies as on date of submission of the Bid.	“Self-declaration for blacklisting as per the given annexure” duly signed by authorized signatory signing the bid, should be submitted.
6.	Solvency certificate “No bidder firm shall be allowed to submit bid, if the bidder firm or its OEM is undergoing CORPORATE INSOLVENCY RESOLUTION PROCESS	A solvency certificate for an amount of Rs. 31.92 Crores (i.e. equivalent to 25% of the Estimated Project Value) from bidder’s banker needs to be submitted along with technical bid, otherwise such bids shall be summarily rejected”.

	(CIRP) under insolvency and bankruptcy code”.	
7.	a) Declaration on non-blacklisting b) Un-Conditional acceptance of the tender’s terms & conditions c) General Details of the bidder d) PAN No. & GST No.	Undertaking and details in this regard to be signed by the authorized signatory.
8.	Authorized signatory	Power of Attorney in favour of Authorized signatory (ies) duly attested by Notary as per Concerned Exhibit attached with the tender document. OR/ AND True Certified Copy of Board Resolution in favour of Authorized Signatory/Person delegating the POA. Note: 1. Refer Clause “BID SUBMISSION AND AUTHORIZED SIGNATORY” for more details. 2. All the documents uploaded on GeM portal against the bid must be ink signed & stamped or digitally signed by the Authorized Signatory. <i>(Format is for purpose of guidance only and deviation in the wording/ format can be accepted.)</i>
9.	MAF The Bidder must provide OEM MAF for all the solutions provided.	Signed and stamped MAF by OEM to be provided
10.	Acceptance Letter	Bidder shall submit an Unconditional acceptance of all Bid Specific Document conditions as per format as per the tender.
11.	Compliance Matrix	Bidder shall submit Compliance Matrix (complete in all respects, duly signed and stamped) as per the tender

2. TECHNICAL EVALUATION CRITERIA

Only those bidders who qualify in Pre-Qualification as per above will be considered for Technical Evaluation. During the process of evaluation of the Technical Proposals, the Tender Committee may seek additional information and clarifications from any or all the bidders. This clarification will be sought through email communications/request a personal visit of the authorized representatives of the bidder. The bidder is expected to provide the clarifications or additional information within the stipulated time as indicated in the communication. If the bidder fails to provide the clarification or additional information, the information provided in the technical proposal only will be used for evaluation.

a. **Commercial Bid Evaluation**

- Only those bidders, who qualify in the technical qualification criteria will qualify for the evaluation of their commercial bids.
- The Financial bids of qualified bidders will be opened on the prescribed date.
- The bid price will include all taxes and levies and shall be in Indian Rupees.
- Any conditional bid would be rejected.
- Bidders will quote item wise rates (all items) in BOQ, if there is no price quoted for any item/items/material or service, the bid shall be declared as disqualified.
- The Total Bid Price, as computed by the Purchaser shall be used for the purpose of commercial evaluation of bids.

b. **Selection of Bidder:** Lowest Cost Based Selection (L1) Method shall be used for selection of the bidder.

3. PRELIMINARY EVALUATION

3.1 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.

3.2 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 bidder/OEM/Implementation Agency.

3.3 In case only one bid is received or during the Technical Evaluation only one bidder/OEM/Implementation Agency qualifies for the next stage of the bidding process, BECIL reserves the right to accept/reject the bid.

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

4. EVALUATION PROCESS

4.1 No enquiry shall be made by the bidder/OEM/Implementation Agency (s) during the course of evaluation of the EOI, after opening of bid, till final decision is conveyed to the successful bidder/OEM/Implementation Agency(s). However, the Evaluation Committee/its authorized representative and office of BECIL can make any enquiry/seek clarification from the bidder/ OEM/ Implementation Agency(s), which the

bidder/OEM/ Implementation Agency must furnish within the stipulated time else the bids of such defaulting bidder/OEM/Implementation Agency(s) will be rejected. The proposal will be evaluated on the basis of its content, not its length.

- 4.2 The bidder/OEM/Implementation Agency s' proposals will be evaluated as per the requirements specified in the EOI and adopting the evaluation criteria spelt out in subsequent paras of this EOI document. The bidder/OEM/Implementation Agency are required to submit all required documentation as per evaluation criteria specified in EOI.
- 4.3 Upon verification, evaluation/ assessment, if in case any information furnished by the bidder/OEM/Implementation Agency is found to be Incomplete/ incorrect, BECIL may seek clarification from the bidder. In case, the bidder fails to submit the relevant documents/details within the stipulated period of time, 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.
- 4.4 BECIL will review the proposal to determine whether the proposals are as per the requirements laid down. Proposals that are not in accordance with these requirements are liable to be disqualified at BECIL's discretion.
- 4.5 Evaluation of proposals shall be based on:
 - 4.5.1 Information contained in the proposal, the documents submitted thereto and clarifications provided, if any.
 - 4.5.2 Experience and Assessment of the capability of the bidder/ OEM/Implementation Agency based on past record.
- 4.6 BECIL reserves the right to seek any clarifications on the already submitted bid documents; however, no fresh documents shall be accepted in support of proposals. BECIL also reserves the right to cross verify the information with any agency.
- 4.6 BECIL reserves the right to seek any clarifications on the already submitted bid documents; however, no fresh documents shall be accepted in support of proposals. BECIL also reserves the right to cross verify the information with any agency.
- 4.7 Conditional proposals shall NOT be accepted on any ground and shall be rejected straightway. If any. Clarification is required by the bidders, the same should be obtained before submission of the proposals.
- 4.8 Even though bidder/OEM/Implementation Agency satisfy the necessary requirements they are subject to disqualification if they have:
 - 4.8.1 Made untrue or false representation in the form, statements required in the EOI document.
 - 4.8.2 Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.
- 4.9 The Financial Evaluation of the Bidders will be done only for those who qualify the Prequalification and technical evaluation Criteria and other mentioned criteria of the Eoi.

5. FINANCIAL EVALUATION OF THE BIDS

The Bids will be financially evaluated as under:

- 5.1 Bidders are advised to quote the amount of the BOQ as per the price bid format provided. The successful bidder will be determined based on the Lowest offered rates ranked as L-1, where L1 indicates the Lowest price offered to BECIL as per price format
- 5.2 L1 bidder may be called for further negotiations, if required.
- 5.3 A Pre-Bid agreement shall be signed by BECIL with the successful declared L1 bidder.
- 5.4 The final price quoted in the end client's tender will include the BECIL margin, as determined by BECIL.
- 5.5 The selected agency will not be allowed to increase the price quoted to BECIL during the final tender submission.

SECTION –VI

ENCLOSURES AND ANNEXURES

Annexure- A

PRE CONTRACT INTEGRITY PACT

Between

Broadcast Engineering Consultants India Limited (BECIL) hereinafter referred to as "Principal")

And

..... hereinafter referred to as **"The Bidder/Contractors"**

Preamble:

The Principal intends to award, under laid down organizational procedures, contracts **for**..... The Principal values full compliance with all relevant laws of the land, rule, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(S) and / Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- 1.1. The Principal commits itself to take all measures necessary to prevent Corruption and to observe the following principles: -
- a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or Immaterial benefit which he/she is not legally be entitled to.
 - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude all known prejudiced persons from the process.
- 1.2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

- 2.1. The bidder(s) Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- a) The Bidder(s) Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract/ or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder(s) Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder(s) Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s) Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" Shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only.
 - e) The Bidder(s) Contractor(s) will, when presenting himself, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract/Agreement.
- 2.2. The Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s) Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) Contractor(s) from the tender process or take action as per the defined procedure.

Section 4 – Compensation for Damages

- 4.1. If the Principal has disqualified the contractor from the tender process prior to the award

according to Section 3, the Principal is entitled to demand and recover the damages Equivalent to Earnest Money Deposit / Bid Security.

- 4.2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- 5.1. The Bidder(s) contractor declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2. If the contractor makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banking of business dealings”.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

- 6.1. The Bidder(s) Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact and to submit it to the Principal before contract signing.
- 6.2. The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- 6.3. The Principal will disqualify from the tender process all bidder who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same Chief Vigilance Office.

Section 8 – External Independent Monitor/Monitors

- 8.1. Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD of M/s Broadcast Engineering Consultants India Limited (BECIL).
- 8.3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat

the information and documents of the Bidder(s)/Contractor(s)/ Subcontractor(s) with confidentiality.

- 8.4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7. If the Monitor has reported to the CMD of the BECIL, a substantiated suspicion of an offence under relevant APC/PC Act, and the Chairman BECIL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.8. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 20 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD, M/s. Broadcast Engineering Consultants India Limited.

Section 10 – Other provisions


- 10.1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the head office of the Principal, i.e., New Delhi.
- 10.2. Changes and supplements as well as termination notices need to be made in writing. Side agreement have not been made.
- 10.3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
- 10.4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

**FOR AND ON BEHALF OF CONTRACTOR
PRINCIPAL**

FOR AND ON BEHALF OF



(BANK MANDATE FORM)

DETAILS FOR PAYMENT OF TENDER PROCESSING FEES



यूनियन बैंक **Union Bank**
 नया दिल्ली **of India**

एक भारत श्रेयते 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: UBININBBNDL
 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	UBININBBNDL
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

Page 1 of 1

Particulars of the Bidder

1.	Name of company/bidder	
2.	Office Address /Telephone No / Fax No / email id / website	
3.	Year of establishment	
4.	Status of the Company/bidder	
5.	Name of Directors	i) ii) iii)
6.	Names of principle person concerned with this work with title and Telephone No / Fax/ Email Id, Etc.	
7.	Whether registered with the registrar of companies /registrar of firms. If so, mention number and date.	i) ii) iii)
8.	In case of change of Name of the Firm, former Name / Names and year/ years of establishment:	
9.	GST registration certificate	
10.	Whether an assessed of income tax. If so, mention permanent account number.	
11.	State Annual turnover of the company/bidder Furnish copies of audited balance sheet and profit & loss account (audited) for the last three years.	
12.	Particulars and place of similar type of works done in a single order. (Furnish details in a separate sheet and enclose copy of the employers certificate)	
13.	Specify the maximum value of single work executed in the past three years.	
14.	Status and details of disputes/ litigation/ arbitration, if any.	
15.	Certificate of financial capability / credit facility issued by the bank.	

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: : _____

Email ID: _____

Annual Turnover & Net worth

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

To

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

Full Name of Bidder (Supplier) entity:

Full Address of Bidder (Supplier) entity:

S. No.	Financial Year	Turnover of Bidder	Net worth	Remarks
1	2022-2023			
2	2023-2024			
3	2024-2025			
	Average			

*Enclose Audited Balance sheets only.

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

Signature of Authorized

Signatory Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

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 180 d a y s from the date of submission of the Bid.

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

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Bid Covering Letter

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>>

Dear Sir/Madam,

We, the undersigned, offer to provide Systems Implementation solutions to the Purchaser on <Name of the Systems Implementation engagement> with your Expression of Interest dated <insert date>and our Proposal. We are hereby submitting our Proposal, which includes our Technical bid sealed on the <URL of e-Procurement portal> portal.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

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

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

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Credentials Summary

S. No.	Project Name	Client Name	Client Type	Project Value (in INR)	Documentary evidence provided (Yes or No)	Project Status (Completed or Ongoing or Withheld)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Self-Declaration for Non Black Listing

[ON BIDDER'S LETTER HEAD]

Bidder Ref. No.

Dated :

To

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

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

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

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

Yours faithfully

For,

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Undertaking Regarding Payment of GST/ Filing Of GST Return

Ref.....
Date

To,

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

Subject: Undertaking regarding Payment of GST/ Filing of GST Return

Dear Sir,

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

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

We hereby certify & undertake that we will not alter, delete or modify the tax invoices and other details uploaded at GST Portal unless approved by BECIL in writing. We hereby certify all the relevant document along with tax invoice as the case may be

We also hereby certify & undertake that we indemnify BECIL on account of any loss of GST input credit as well as any interest, penalty, demands or other costs, expenses suffered by BECIL because of any failure on our part to file appropriate Return on time and/or pay Tax to Government/Appropriate Authority.

In case we do not make payment the tax/interest/penalty/other expenses etc. on demand raised by Government/Tax Authorities due to default/delay on our part/action, we also authorize BECIL to forfeit/deduct from security held by BECIL, equivalent amount of interest/penalty/tax etc. for the amount so withheld.

Signature of Authorized Signatory on behalf of Agency

Address: _____

Mobile: _____

Email ID: _____

PRE-BID TRIPARTITE AGREEMENT

BY AND AMONGST

**Broadcast Engineering Consultants India Ltd
(A Government of India Enterprise)
14-B, Ring Road, LP. Estate, New Delhi-110002
hereinafter referred to as "BECIL" or" First Party"**

and

Tel.:

Fax:

E-mail:

hereinafter referred to as "_____" or "Second Party"

and

Tel.:

Fax:

E-mail:

hereinafter referred to as "_____" or " Third Party"

Dated:

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PRE-BID TRIPARTITE AGREEMENT

This Tripartite Agreement (“**TPA**”) is executed at Delhi on this _____ day of _____, 2026
 (“**Effective Date**”)

BY AND AMONGST

Broadcast Engineering Consultants India Limited (BECIL), an ISO 9001:2008 certified, Mini Ratna Central Public Sector Enterprise under the administrative control of Ministry of Information & Broadcasting, Government of India, a Company incorporated and existing under the provisions of the Companies Act, 1956 having its Corporate Office at “BECIL Bhawan, C-56, A/17, Sector-62, Noida-201301, Uttar Pradesh” and Head Office at “14-B, Ring Road, I.P. Estate, New Delhi-110002” (hereinafter referred to as “BECIL” or “First Party”), acting through its authorized signatory, Mr./Ms. _____, Designation _____, who is duly authorized to sign and execute this Agreement on behalf of BECIL, which expression shall unless repugnant to the subject or context mean and include its successors, employees, authorized representatives and permitted assigns.

AND

SI, a company incorporated under the laws of _____, having its registered office at _____ (“**SI**” / “**System Integrator**” or “**Second Party**”), , acting through its authorized signatory, Mr./Ms. _____, Designation _____, who is duly authorized to sign and execute this Agreement on behalf of BECIL pursuant to the resolution passed by the Board of Directors of BECIL at its meeting held on _____ vide Resolution No. _____, which expression shall unless repugnant to the subject or context mean and include its successors, employees, authorized representatives and permitted assigns.

AND

OEM, a company incorporated under the laws of _____, having its registered office at _____ (“**OEM**” / “**Software OEM**” or “**Third Party**”), , acting through its authorized signatory, Mr./Ms. _____, Designation _____, who is duly authorized to sign and execute this Agreement on behalf of BECIL pursuant to the resolution passed by the Board of Directors of BECIL at its meeting held on _____ vide Resolution No. _____, which expression shall unless repugnant to the subject or context mean and include its successors, employees, authorized representatives and permitted assigns.

BECIL, SI and OEM are hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**”.

ARTICLE 1. GENERAL

1. REPRESENTATION OF THE PARTIES:

Second & Third Party represents to BECIL that as of the date of this Agreement.

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this agreement.
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and will not to the best of its knowledge.
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party;
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
 - (vi) have not been black-listed by Central/State Government or any other Government PSU / Autonomous body and are not facing/likely to face any disciplinary proceedings under Indian or under laws of any other country.
- (c) that this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it;
- (d) that there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

2. BACKGROUND AND PURPOSE

- A. The Airports Authority of India, Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi has floated a tender GeM Bid No: GEM/2025/B/6963340 (“**Tender**”) for “Supply, Installation, Testing & Commissioning (SITC) of Integrated Air Traffic Simulator (IATS) for Air Traffic Services of New Delhi, Kolkata, Mumbai and Chennai Airport” (“**Project**”).
- B. This Agreement is executed for the purpose of setting out the modalities, defining the roles, responsibilities and obligations of the Parties for execution of the project.
- C. The Parties hereto agree to collaborate for the purpose of preparing and submitting a bid for the aforesaid tender, with BECIL acting as the Lead Party and the remaining two Parties acting as Supporting Parties, and for this purpose, the Parties are entering into the present Agreement.
- D. All the parties have read and understood the terms of the aforesaid tender. Second & Third Party have agreed not to disclose the terms of the aforesaid tender to anyone unless so authorized to do so by the First Party. The PARTIES will execute the PROJECT, if awarded, jointly. This covers the entire scope of work mentioned in the tender documents or any subsequent modifications/amendments thereof. The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project.
- E. The Parties are now desirous of entering into this Pre-Bid TPA setting out the duties and obligations of all the parties, as has been agreed between them for the purpose of the submission of the Bid in response to the tender under reference and for setting out the modalities, roles & responsibilities of the Parties towards execution of the project. The parties have held deliberations and have arrived at a consensus to jointly participate in the tender in accordance with the terms and conditions of the client’s tender wherein BECIL will act as the Lead Party.
- F. That BECIL intends to submit its bid as the prime bidder in response to the tender and it may by means of contracts and agreements, get into Technology Collaboration Agreement with International OEM of the required technology for the purpose of this RFP.

3. TECHNOLOGY COLLABORATION AND AUTHORIZATION

- A. OEM (the third party) has agreed to authorize BECIL as its **Technology Collaborator** for the limited purpose of enabling execution of the Project in India, on the terms set out herein.
- B. Under this authorization, OEM permits BECIL to:
- Configure, assemble or localize the required product and/or software in India;
 - Use OEM's technical information, specifications, and documentation strictly to the extent required for the Project.
- C. This authorization:
- Is non-exclusive, non-transferable, and project-specific;
 - Does not constitute an assignment or transfer of intellectual property;
 - Does not create an SI, partnership, or joint venture between BECIL and OEM.
- D. All intellectual property rights in OEM technology shall remain exclusively with OEM, unless otherwise expressly agreed in writing.
- E. Upon completion or termination of the Project, BECIL shall cease use of OEM technology except as required for warranty, maintenance, or Client support obligations under the Project.

4. SCOPE / ROLE / RESPONSIBILITIES OF THE PARTIES UP TO SUBMISSION OF BIDS

All the parties will jointly work toward preparation, finalization & submission of bid endeavouring to comply with all the terms and conditions of aforesaid tender. For the purpose of this agreement, the parties have broadly allocated the tasks amongst themselves as succinctly mentioned in Annexure-1: Work Share Matrix. Both second and third parties agree to provide and supply requisite documents/certifications and other technical know-how of products to be offered to BECIL enabling it to finalize the bid & also append thereto the requisite documents.

A. Role of BECIL (First Party)

- a) Coordination and management of the bid preparation process.
- b) Primary interface with the Tendering Authority for all communications, clarifications, and submissions.
- c) Compilation, finalization, and submission of the complete bid in compliance with tender requirements.
- d) Ensuring timely collection and integration of all technical, commercial, and statutory documents from SI and OEM.
- e) Responsibility for bid integrity, compliance, and adherence to submission timelines.

B. Role of System Integrator (SI)

- a) Preparation and submission of technical inputs relevant to system design, integration architecture, implementation methodology, and compliance matrices.
- b) Support to the first party in responding to technical queries, pre-bid clarifications, and addenda issued by the Tendering Authority.
- c) Provision of required experience credentials, certifications, and declarations as per tender conditions.
- d) Coordination with OEM for product specifications and technical documentation.

C. Role of Original Equipment Manufacturer (OEM)

- a) Provision of product-related technical specifications, datasheets, compliance statements, and OEM authorizations as required under the tender.
- b) Confirmation of product availability, support commitments, and compliance with tender technical requirements.
- c) Support in responding to technical clarifications related to OEM products during the bid stage.
- d) Issuance of OEM authorization letters, undertakings, and other documents mandated by the tender.
- e) Formally authorize BECIL as a Technology Collaborator in accordance with Clause 2 of the Agreement, including granting the required rights, permissions, and support necessary for BECIL to perform its role under the Project.

5. SCOPE / ROLE / RESPONSIBILITIES OF THE PARTIES AFTER BID SUBMISSION, IF THE WORK IS AWARDED TO BECIL AS PRIME BIDDER

All the parties will jointly work for subsequent execution of the project in compliance with the scope of work defined in the aforesaid tender. For the purpose of this agreement, the parties have broadly allocated the tasks amongst themselves as succinctly mentioned in *Annexure-1: Work Share Matrix*. Both second and third parties agree to provide and supply requisite support and other technical know-how for successful execution of project including warranty and AMC obligations.

Phase I – Delivery & Implementation

A. Role of BECIL (First Party)

- a) Acting as the sole contracting and coordinating entity with the Client.
- b) Placing the work order on the SI for the project.
- c) Project management, scheduling, coordination, and monitoring of SI and OEM activities and the progress of the project.
- d) Oversee and ensure that the SI complies with all contractual obligations, approved project specifications, timelines, technical standards, and applicable statutory and regulatory requirements. This shall include monitoring tender framework, operational protocols, and service-level obligations.
- e) Coordination for successful completion of FAT and SAT.
- f) Interface with the client for scheduling, approvals, and acceptance sign-offs.
- g) Consolidation and submission of FAT/SAT reports and compliance documents.

- h) Validate the completeness and correctness of the installed solution and ensure that solution is in accordance with tender.
- i) Submission of all deliverables, timely submission of periodic progress reports and documents to the client, including physical progress, operational status, issues identified, corrective measures undertaken, and milestones achieved.
- j) Raise invoices to AAI, supported by verified deliverables and shall be raised in a timely manner in accordance with the milestones specified in the tender, contractual provisions, and applicable accounting and taxation laws. BECIL shall also track invoice acknowledgements, payments, and outstanding dues.
- k) Receive all payments from the Client under the Project contract.
- l) Releasing payments to SI strictly in accordance with this Agreement.

B. Role of System Integrator (SI)

- a) Design, integration, installation, configuration, customization, and commissioning of the complete system as per approved scope.
- b) Raise and manage purchase orders with the Original Equipment Manufacturer (OEM) for all required hardware & software products, subscriptions, and associated licenses as per the Project requirements and agreed specifications.
- c) Procure, source, and supply all IT hardware necessary for successful implementation of the Project from manufacturers or authorized suppliers located within India, in compliance with applicable laws and standards including strict adherence to Make in India clause and land border provisions.
- d) Preparation of implementation plans, technical documentation, and configuration records.
- e) Preparation of FAT and SAT test plans, procedures, and acceptance criteria.
- f) Execution support for FAT and SAT, including configuration, testing, defect rectification, and re-testing.
- g) Coordination with OEM for resolution of integration and performance-related issues.
- h) Establish, operate, and maintain a valid payment terms in favour of the OEM to facilitate timely and secure payment for software and licenses in accordance with contractual and commercial terms.
- i) Deployment of technical resources and coordination with OEM for product integration.
- j) Carry out end-to-end installation, system integration, testing, and commissioning of all IT hardware to ensure full functionality, performance, and readiness for operational use as per the Project scope, in coordination with the OEM.
- k) Provide necessary technical, logistical, and on-site support to the OEM during software installation, configuration, and deployment to ensure seamless integration with the Project infrastructure.

C. Original Equipment Manufacturer (OEM)

- a) Conduct and support FAT for OEM components and provide certification prior to dispatch.
- b) Supply all required software, including associated modules, updates, and licenses, along with complete and relevant technical documentation such as installation manuals, configuration guides, and user documentation necessary for implementation and operation of the Project.

- c) Technical support during SAT for OEM products, including defect analysis and corrective actions.
- d) Provision of patches, fixes, or replacements required to achieve acceptance.
- e) Support for installation, configuration and deployment of the software after confirmation of hardware readiness, ensuring compatibility, proper integration, and optimal performance in accordance with the Project requirements and agreed specifications.
- f) Provide all necessary technical inputs, expertise, and cooperation required for effective execution of the Project, including coordination with BECIL and the SI, troubleshooting support, and guidance during implementation and testing phases.
- g) Compliance with technical standards, certifications, and product-related obligations.
- h) To provide operational / life cycle support the software throughout the project period (for 3+7 years) including software bug fixing, patches, updates, and version upgrades in accordance with the client's tender.

Phase III – Warranty Period

A. Role of BECIL (First Party)

- a) Overall responsibility for fulfilment of warranty obligations as per the Contract.
- b) Single point of contact for the Client for all warranty-related issues and service requests.
- c) Monitoring and enforcement of service levels and response timelines.

B. Role of System Integrator (SI)

- a) Provision of on-site and remote technical support during the warranty period for system-level issues.
- b) Troubleshooting, root cause analysis, and coordination with OEM for defect resolution.
- c) Support for configuration changes, minor enhancements, and performance tuning.

C. Original Equipment Manufacturer (OEM)

- a) Provision of OEM warranty for supplied hardware/software, including repair, replacement, and defect rectification.
- b) Resolution of product-related issues including software bug fixing, patches, and security updates.
- c) Technical support to SI and BECIL during the warranty period.
- d) To provide operational / life cycle support the software throughout the project period (for 3+7 years) including software bug fixing, patches, updates, and version upgrades in accordance with the client's tender.
- e) The OEM shall provide comprehensive obsolescence management support to ensure long-term system availability and sustainment. This includes timely notification of parts reaching end-of-life (EOL), recommended form-fit-function replacements, and impact analysis on performance, reliability, and certification. The OEM shall also support redesign, requalification, and documentation updates as required to mitigate obsolescence risks and minimize operational downtime.

Phase IV – Annual Maintenance Contract (AMC) / Post-Warranty Support

A. Role of BECIL (First Party)

- a) Overall responsibility for AMC obligations, service delivery, and SLA compliance.
- b) Contract management, billing, and coordination with the Client during AMC period.
- c) Governance and monitoring of SI and OEM support activities.

B. Role of System Integrator (SI)

- a) Preventive and corrective maintenance of the integrated system as per AMC scope.
- b) On-site and remote support, troubleshooting, and issue resolution.
- c) Support for system upgrades, enhancements, and configuration changes as approved.

C. Original Equipment Manufacturer (OEM)

- a) Provision of AMC support for OEM products including preventive and corrective maintenance.
- b) To provide operational / life cycle support the software throughout the project period (for 3+7 years) including software bug fixing, patches, updates, and version upgrades in accordance with OEM roadmap and AMC terms.
- c) Replacement of defective components (if any) and continued technical support during AMC period.

The above list is only illustrative and not exhaustive and will include apart from the above other clauses also.

The scope of work of the Project shall be strictly as per the Tender documents and the contract executed with the Client, together with any amendments or change orders approved by the Client.

6. TECHNICAL:

SI and OEM undertake and assure that they satisfy and will comply all the tender terms such as General Requirements, Technical Parameters, Commercial Aspects, Evaluation and Acceptance criteria of the tender, Integrity Pact, Bank Guarantee/Warranty terms etc. for submission of Bid against the abovementioned tender.

7. COMMERCIAL STRUCTURE AND PAYMENTS

A. EMD:

- d) EMD of INR 1.5 crores shall be submitted by bidder. Since BECIL (first part) is participating under license with foreign OEM (third party), hence BECIL and OEM each shall share EMD in 50:50 ratio.
- e) Bid security can be submitted in following two forms: -
 - (iii) Direct Bank transfer
 - (iv) Bank Guarantee
- f) The System Integrator (SI) shall submit the EMD/Bank Guarantee (BG) to BECIL for an amount proportionate to the value specified in the tender, corresponding to the first party, i.e. 50% of the Earnest Money Deposit (EMD) value.

B. PBG:

- a) Performance Security (PBG) for an amount equal to five (05) percent of the value of the contract shall be furnished by the successful bidder within 25 days after notification of award and it shall remain valid for a period of 90 (ninety) days beyond the date of completion of all contractual obligations of the supplier, including warranty and AMC obligations.
- b) PBG can be submitted in any of the following form:
 - (i) Irrevocable and unconditional bank guarantee (as per Performa attached
 - (ii) as Annexure – IV) from a Nationalized / Scheduled Bank
 - (iii) Insurance Surety Bonds
 - (iv) Account Payee Demand Draft
 - (v) Fixed Deposit Receipt from a Commercial bank
 - (vi) Online payment
- c) Since BECIL (first part) is participating under license with foreign OEM (third party), hence BECIL and OEM each shall share the PBG in 50:50 ratio. The System Integrator (SI) shall submit the equivalent amount of PBG as submitted by BECIL to the End Customer. The PBG will be submitted by SI within 25 days from notification of Award in favour of BECIL.
- d) The PBG of the AMC shall be submitted separately and it will be in the same model as PBG for SITC.

C. Client Payments

a) Receipt of Client Payments

All payments made by the Client in relation to the Project shall be received exclusively by BECIL. No other party shall be entitled to receive payments directly from the Client under any circumstances.

D. Payments to SI (Pay-When-Paid)

a) Raising the invoice by SI to BECIL

The SI shall raise the invoices in INR on BECIL relating to the supply, installation, testing, commissioning of the required system as well as during AMC period strictly as per the payment milestone specified in the tender document of client and submission of all the necessary documents.

b) Payment to SI Linked to Client Receipts

- i. Payments to the SI shall be made by BECIL strictly on a back-to-back basis ~~and~~ i.e. only after BECIL has received the corresponding payments from the Client for the relevant milestone or deliverable subject to fulfilment of all the statutory compliances. No payment obligation shall arise for BECIL unless and until such amounts are actually received from the Client and fulfilment all the statutory compliance by SI.
- ii. The payment to SI will be India Rupees and after deduction of taxes as applicable as per law.
- iii. In case of any additional amount is withheld/ late delivery charges deducted/ penalty imposed by End Customer, same amount will be recovered/ withheld on back-to-back basis by BECIL while releasing payment to SI.

c) Reimbursement of expenses

In case BECIL official is required to visits factory of OEM for product inspection/ verification/client site visits or any other further etc., the cost of this shall be borne by SI. The cost will be recovered by BECIL while releasing payment to SI.

d) No Advance or Out-of-Pocket Payments by BECIL

- (i) BECIL shall not be required to make any advance payments, interim payments, or out-of-pocket disbursements to the SI. All payments to the SI shall be limited to amounts received from the Client and shall be made in accordance with the agreed payment terms.

- (ii) The SI acknowledges and confirms that BECIL shall be liable to make payments only upon receipt of corresponding payments from the client. Accordingly, the SI shall not raise any claims, demands, interest, compensation, or initiate any legal proceedings against BECIL for any delay in payment arising out of delayed release of funds by the client.
- (iii) Since the payment is agreed to be on back-to-back basis upon receipt by BECIL from the client, the SI agrees to waive 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 this agreement. The SI further waives its right to claim Interest on delayed payment by 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.
- (iv) The SI to give the undertaking as per the format given in EOI document, on a non-judicial stamp-paper of Rs. 100.

E. Payments to OEM (LC-Only Exposure)

a) Placement of Purchase Order to OEM(s) by SI

It is responsibility of SI to place the purchase order for the required software, hardware/equipment/items etc. and related licenses directly on the OEM(s). BECIL shall not be a party to such purchase orders and shall have no responsibility or liability arising out of the procurement from the OEM(s) by SI, including payment responsibility.

b) Raising the invoice by OEM to SI

The OEM shall raise the invoice to SI relating to the supply of software and associated licenses as per the agreed terms between SI & OEM .

c) Payment to OEM by SI

The SI may decide the terms with OEM for all payments relating to the supply of hardware / software and associated licenses and the services to be provided by the OEMs, in relation to the project execution. All payments to the OEM shall be made exclusively by SI, in accordance with the agreed commercial terms between the SI and the OEM and compliance of the applicable laws.

d) Acknowledgement and Limitation of OEM Rights

The OEM expressly acknowledges and agrees that its rights to receive payment for the software are limited exclusively to the LC opened by the SI. The OEM further acknowledges that BECIL shall have no payment obligation, whether direct or indirect, towards the OEM and that BECIL does not provide any guarantee,

indemnity, assurance, or security in respect of the SI's obligations under the software purchase arrangement.

ARTICLE 2: COOPERATION OF THE TRANSACTION

8. All the parties agree to abide by the broad Responsibility Matrix, which is placed at Annexure-1: Work Share Matrix and forms an integral part of this Agreement including all the tender terms such as General Requirements, Technical Parameters, Commercial Aspects, Evaluation and Acceptance criteria of the RFP, Guarantee/Warranty terms etc.
9. After mutual consultation, a joint team consisting of representatives of all the PARTIES will be formed for various activities like technical discussions, Field Trials, implementations, pre & post implementation support aspects, training and services and commercials required as per the tender.
10. Expenses towards preparation of proposal, submission of bid and other allied activities for submission of bid will be undertaken by the respective parties at their own cost. Also, all expenses/visits by BECIL teams(s) to assess manufacturing facilities/capabilities, witness configuration of software, attend acceptance trials and other logistics shall be considered as project cost and duly built into the bid.
11. The cooperation for execution of the Project between the PARTIES hereto shall be exclusive, i.e., neither of them shall without the other PARTIES consent – alone or together with another PARTY – take part in any agreement or proposal with regard to the PROJECT.

ARTICLE 2: TERM AND TERMINATION

12. **Term:** This PRE-BID Agreement shall be valid from the date of signing and shall terminate on the earliest occurrence of one of the following:
 - a) In case the Contract for the PROJECT is awarded to other entity/bidder or the PROJECT is cancelled and all rights and obligations between the PARTIES hereto according to this PRE-BID Agreement have been fulfilled;
OR
 - b) By Mutual agreement between the Parties.
13. **Effect of Termination or Expiration:** Upon any expiration or termination of this Agreement and subject to applicable laws; Each party will (i) return (or destroy if requested by the disclosing party) the original and all copies of any confidential & proprietary information of the disclosing party; and (ii) at the disclosing party's request, have one of the officers of the receiving party certify in writing that it has fully complied with the provisions of this Clause. For the purpose of this Clause, the expression "Confidential & Proprietary Information" shall be limited to matters of commercial confidence, Proprietary rights, trade and business secrets and intellectual property but shall not include correspondence exchanged between the parties and contents thereof.

14. **Survival:** Rights and obligations under this Agreement that by their nature should survive and will remain in effect after termination or expiration of this Agreement.

ARTICLE 4: CONFIDENTIAL INFORMATION

15. Subject to applicable laws and as required by End-Customer, Law-Enforcement agencies & Government agencies, the terms of this Agreement are agreed by all the three Parties to be confidential and all information disclosed by one party to each other hereunder shall be kept strictly confidential.

16. Each party shall keep any information obtained by it from the other party strictly private and confidential for the purpose of:

- (i) Joint preparation of the tender and/or,
- (ii) In case of award of a Contract for the PROJECT and/or,
- (iii) For the purpose of execution of the PROJECT

ARTICLE 5: LIMITATION OF LIABILITY

17. With the exception of any breach of confidentiality obligations, neither party will be liable to the other party for any costs, damages, expenditure, loss of profits, prospective profits of any kind or nature etc. arising from the termination or alleged breach of this TPA or in any manner arising from this TPA.

18. BECIL shall not be liable for:

a) **Client Non-Payment**

BECIL shall not be liable for any delay, shortfall, or failure in payments arising due to non-payment, delayed payment, or partial payment by the Client. Any such payment risk shall be borne by the concerned party (SI/OEM) in accordance with the back-to-back payment structure of the Project.

b) **SI–OEM Commercial Disputes**

BECIL shall have no responsibility or liability in respect of any commercial, contractual, or financial disputes arising between the SI and the OEM, including disputes relating to pricing, delivery, performance, or payment obligations.

c) Indirect or Consequential Losses

In no event shall BECIL be liable for any indirect, incidental, special, or consequential losses or damages, including but not limited to loss of profit, loss of business, loss of revenue, or loss of opportunity, arising out of or in connection with the Project.

19. OEM's remedies for non-payment shall be limited to enforcement of the LC.

ARTICLE 6: GENERAL TERMS

20. RELATIONSHIP OF THE PARTIES: The relationship of BECIL, SI and OEM established by this TPA is that of all the members to be jointly & severally responsible to the End-Customer. Neither party is authorized to (i) enter into agreements for or on behalf of the other; (ii) create any obligation or responsibility, expressed or implied, for or on behalf of the other; or (iii) bind the other in any manner except as agreed between the parties. Each party will be responsible for its own costs and expenses with respect to all negotiations and activities towards submission of bid under this agreement.

21. COMPLIANCE WITH LAWS: All agreements, covenants, undertakings and obligations of the parties set forth herein are subject to the procurement and maintenance of all applicable governmental licenses, consents, permits, authorizations and approvals.

22. TAXES, DUTIES AND COMPLIANCE

- a) Each Party shall be responsible for its own taxes, duties, and statutory obligations.
- b) Compliance with Indian laws, including FEMA and RBI regulations (where applicable), shall be ensured by the responsible Party.

23. PUBLIC ANNOUNCEMENTS: Except as may otherwise be required by applicable laws, without the prior written consent of the other party, which may be withheld for any reason, a party may not make any press release or public announcement of any kind concerning the other party, this agreement or the transactions which are the subject hereof.

24. MODIFICATION: Any modification or amendment to the terms and conditions of this PRE-BID TPA shall only be valid if executed between the PARTIES in writing and duly signed by authorized representatives of all the three PARTIES.

25. **NOTICES:** All written notices required by this Agreement must be delivered in person or sent by Couriers/Speed Post/Fax/E-mail at the designated addresses of the Parties which are set out below:

BECIL: _____

56-A/17, Block-C, Sec-62,
Noida -201307 (UP)
Tele: +91 (120) 4177850
Fax: +91 (120) 4177879
Mob: +91
E-mail:

SI: _____

Tele: +91
Fax: +91
Mob: +91
E-mail:

OEM: _____

Tele:
Fax:
Mob:
E-mail:

26. **FORCE MAJEURE:**

- a. 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.

- b. 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 EOI, and avoid or overcome with persistent effort in carrying out its respective obligations.
- c. In the case of failure to perform this Agreement due to any force majeure, neither party shall be liable for such failure, nor shall this Agreement 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.

27. **ASSIGNMENT:** This Agreement may not be assigned by either party, by operation of law or otherwise, without the express prior written consent of the other party. This agreement will be binding upon, and ensure to the benefit of, the permitted successors and assigns of each party. Any purported assignment in violation of this clause will be null and void.

28. **SEVERABILITY:** If any provision of this MOU is held invalid by any law or regulation of any government or by any court or arbitrator, that invalidity will not affect the enforceability of any other provision.

29. **ENTIRE AGREEMENT:** This agreement constitutes the parties' complete and entire agreement relating to its subject matter and supersedes all prior or contemporaneous, oral or written communications, proposals, conditions, representations, warranties, and agreements relating to its subject matter. No modification to this TPA will be binding, unless in writing as an amendment to this TPA and signed by an authorized representative of each party.

30. **APPLICABLE LAW AND DISPUTE SETTLEMENT:** The TPA, including without limitation its conclusion, validity, construction, performance and settlement of the disputes, shall be governed by the laws of India. Any dispute arising from, or in connection with the MOU shall be first endeavoured to be settled through friendly negotiation by all the Parties. In case no settlement of the disputes can be reached through amicable negotiation by all the Parties within 30 days, the disputes shall then be submitted to arbitration by a Sole Arbitrator to be appointed by the parties by mutual consent. The venue of arbitration shall be Delhi.

31. **ARBITRATION:** All disputes arising out of or in connection with this PRE-BID TPA and any subsequent comprehensive formal Agreement shall, as far as they cannot be amicably settled between the PARTIES, be submitted to arbitration by a Sole Arbitrator to be appointed by CMD, BECIL. The venue of arbitration shall be Delhi. Arbitration shall be

governed by Indian Arbitration & Conciliation Act, 1996 or any subsequent modification thereof.

32. **DAMAGES:** Once the Bid has been submitted neither of the Members may withdraw from the Consortium. Any damage/loss caused to BECIL due to failure on the part of either or both of the defaulting Members to enter into a detailed agreement as mentioned in Para-3 above, shall be borne by the defaulting Consortium Member(s) and will be made good by the said defaulting Consortium Member(s) in case BECIL has to make payment of any damages/penalty to End Customer.

33. **JURISDICTION:** All disputes arising out of this TPA shall be subject to the exclusive jurisdiction of Courts at New Delhi.

By signing this TRIPARTITE Agreement, BECIL, SI and OEM acknowledge that it correctly records the understanding they have reached with regard to the Project.

IN WITNESS WHEREOF, the parties have caused this TRIPARTITE Agreement to be executed by their respective authorized representatives with effect as of the Effective Date.

**Broadcast Engineering
Consultants India Limited**

M/s _____

M/s _____

By: _____

By: _____

By: _____

Name: _____

Name: _____

Name: _____

Title: _____

Title: _____

Title: _____

Signature of Witness:

Signature of Witness:

Signature of Witness:

Name: _____

Name: _____

Name: _____

Title: _____

Title: _____

Title: _____

WORK SHARE / RESPONSIBILITY MATRIX

Installation, Testing & Commissioning (SITC) of Integrated Air Traffic Simulator (IATS) for Air Traffic Services of New Delhi, Kolkata, Mumbai and Chennai Airport

P: Prime Responsibility

J: Joint Responsibility

S: Secondary Responsibility

N: Not Responsible

S. N.	Description	BECIL	OEM	SI	Remarks
1	Prime Bidder	P	N	N	Bid will be submitted by BECIL all the back-end support for draft preparation will be provided by SI.
2	Bid documentation preparation	J	J	P	All the tender specific draft documents will be prepared and submitted by SI to BECIL for final submission on letter head duly seal and signed by authorized signatory.
3	EMD	J	J	J	The part of OEM EMD will be arranged by SI and submitted to BECIL for further submission and SI to submit back-to-back EMD to BECIL
4	Financial document - Turnover (Audited balance sheet of last three Years), Net worth, Solvency Certificate)	P	N	N	
5	Arrangement of TCA between BECIL and OEM for bid submission	J	J	P	SI will provide complete support to arrange the TCA agreement for bid submission.
6	Experience document of OEM	N	P	J	SI will arrange the necessary document and submit to BECIL for further submission.
7	Arrangement of OEM specific document required from OEM for bid compliance	N	P	J	SI will arrange and submit to BECIL for further submission.
8	Detailed Technical compliance and offered technical solution	N	P	J	SI will arrange from OEM and submit to BECIL for further submission.

9	All the mandatory document for bid submission i.e. registration certificate, PAN, GST certificate, POA (Power of attorney), MOA, unconditional acceptance, Integrity pact, seal sign tender document etc to comply the bid submission requirement will be arranged and submitted over GeM Portal	P	N	J	
10	All the mandatory technical document to comply the bid submission	N	P	J	SI will arrange from OEM and submit to BECIL for further submission.
11	Make In India bid (Form-I, Form-II and Form- IV (local content certificate from statutory auditor)	P	N	J	All the detailed related to Make in India bid submission will be provided by SI to BECIL. BECIL will arrange the certificate as per form IV from their statutory auditor.
12	Final Technical and pre-qualification bid preparation	N	N	P	
13	Final Pre-qualification and technical bid submission over GeM	P	N	N	
14	Financial bid preparation (Price bid, Form-III- details of local content, and check list)	N	N	P	SI will prepare and submit the final price bid to be quoted to BECIL for final submission over GEM.
15	Financial bid submission over GEM	P	N	J	
16	Any shortfall query response preparation	N	J	P	
17	Shortfall query response submission over GEM	P	N	J	
	Post Bid Activity				
18	Purchase order acceptance submission to AAI	P	N	N	
19	PBG submission within given deadline	J	J	J	The SI shall submit the Performance Bank Guarantee (PBG) to BECIL on a back-to-back basis and in the same ratio as submitted by BECIL to AAI.
20	Signing of agreement between AAI and BECIL	P	N	N	

	Supply activities				
21	<p>Sending invitation of FAT to AAI</p> <p>Factory Acceptance Test (FAT) for Integrated Air Traffic Simulator (IATS)</p> <p>UPS & Console for Mumbai & Chennai</p>	P	S	S	<p>BECIL will share the invite to AAI for FAT- 02 Lots. As per confirmation received from OEM.</p> <p>BECIL will share invite to AAI for UPS and console FAT as per confirmation received from SI.</p>
22	<p>Factory Acceptance Test (FAT) for Integrated Air Traffic Simulator (IATS)</p> <p>UPS & Console for Mumbai & Chennai</p>	J	P	P	
23	<p>Factory Training -</p> <p>1. Four ATM and Four CNS Officers (one from each IATS site) shall be visiting factory of the successful bidder for 15 working days in one stretch for Training on DMS and Exercise Preparation.</p> <p>2. Eight CNS and Eight ATM officers of AAI (2 CNS and 2 ATM from each site) shall be visiting factory of the successful bidder for 15 working days in one stretch to undergo train the trainer program</p> <p>** BECIL team will accompany for customization/training/FAT for all/every lot along with AAI officials.</p>	J	P	J	OEM will provide factory training as per Tender requirement. BECIL will support in necessary coordination with AAI.
24	Site Survey	J	N	P	SI team will conduct site survey
25	Site preparation	N	N	P	
26	Purchase and supply of Hardware's	N	N	P	SI will purchase and supply the hardware as per tender requirement to each site
27	Supply of Application software	N	P	J	OEM will supply the application software as per tender requirement

28	Physical installation	N	N	P	OEM trained SI team will physically install the system at site.
29	Commissioning	J	P	J	OEM will visit the client site during commissioning phase
30	SAT (Site acceptance test)	J	J	P	SI team in presence of OEM will conduct the SAT as per tender requirement, BECIL representative will also present during SAT at AAI
31	Site training	J	S	P	OEM trained SI team will provide site training (Train the trainer concept)
32	Supply of training Material	N	J	P	SI will supply the training material as per tender requirement
33	Warranty support_ Hardware	N	N	P	SI will provide the warranty support to AAI for three years as per tender requirement (Necessary spare and manpower support will be provided by SI all the OEM coordination will be done by SI)
34	Warranty support for software	N	J	J	SI will provide the L-1 and L-2 support during the warranty L-3 support will be provided by OEM.
35	Support during AMC Software	N	J	J	7 Year AMC support: L-1 and L-2 support will be provided by SI, L-3 support will be provided by OEM during the entire AMC period.
36	Software upgrade	N	P	N	OEM will provide software upgrade, bug fixing, patches, updates, and version upgrades etc., if any free of cost to AAI during entire contract period.

Power of Attorney for signing the Bid on Rs. 100 Stamp Paper

KNOW ALL MEN BY THESE PRESENTS,

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

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

For **Name of Bidder**,

Accepted

Witnesses:

1. (Notarized)

Format for Compliance w.r.t. to Land Border Clause

<To be submitted on Agency's Letter Head>

Declaration

EOI Reference no.:

Dated:.....

I/We certify that this Bidder
M/s..... is not from such a
country or if from such a country has been registered with the Competent authority. I hereby
certify that 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 fulfils all requirements in this regard and is eligible to be considered.

Authorized Signatory with Date and Seal:

Designation:

Business:

Address:

Signature:

Seal:

Date & Time:

NON-DISCLOSURE AGREEMENT

For EOI 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 EOI /Tender with reference no. dated for the selection of an agency for the execution of the

WHEREAS in pursuance to this EOI , 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 EOI , certain specifications, documents, software, prototypes and/or technical information, and all copies and derivatives containing such Information that may be disclosed to the Disclosing Party for and during the Business Purpose, which a party considers proprietary or confidential.

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

4. OBLIGATIONS OF THE RECEIVING PARTY

4.1 The Receiving Party shall –

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

5. EXCEPTIONS TO CONFIDENTIAL INFORMATION

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

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

6. OWNERSHIP OF THE CONFIDENTIAL INFORMATION

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

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

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

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

7. DISPUTE RESOLUTION

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

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

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

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

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

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

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

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

8. INJUNCTION

8.1 The Receiving Party agrees that the Disclosing Party shall have the right to obtain an immediate injunction enjoining any breach of this agreement, as well as the right

to pursue any and all other rights and remedies available at law or in equity for such a breach.

9. VARIATION

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

10. WAIVER

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

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

11. EXCLUSION OF IMPLIED WARRANTIES

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

12. ENTIRE AGREEMENT

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

13. SEVERABILITY

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

14. NO PARTNERSHIP

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

15. THIRD PARTIES

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

16. SUCCESSORS AND ASSIGNS

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

17. NOTICES

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

**Broadcast Engineering Consultants India Ltd, C-56/A-17,
Sector -62, Noida 201 307**

Tel: 0120-4177850 Fax: 0120-4177879

Name of the authorised person- Contact:

E-mail:

M/s

Name of the authorized person

Designation of the authorized person

Contact:

Email:

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

18. MITIGATION

18.1 Without prejudice to any express provisions of this agreement on any mitigation

obligations of the Parties, each of BECIL and the Receiving party shall at all times take all reasonable steps to minimize and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to this agreement.

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

SIGNED

SIGNED

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

For and on behalf of the

(Signature)

(Signature)

In the presence of:

1. _____

2. _____

MSME UNDERTAKING
(To be given on a Rs. 100/- Stamp Paper)

This Undertaking is made on this ___ day of _____, 2025, by: _____

M/s. [Name of Bidder], having its registered office at..... [address] (hereinafter referred to as the "Bidder", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives, and permitted assigns);

IN FAVOUR OF:

Broadcast Engineering Consultants India Limited (BECIL), a distinguished Mini Ratna Public Sector Enterprise, having its Corporate Office at BECIL Bhawan, C-56, A/17, Sector-62, Noida - 201307(UP) (hereinafter referred to as the "BECIL", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives, and permitted assigns).

WHEREAS:

1. The Principal Employer/client, have awarded the work for execution of the project to BECIL. 2. BECIL through this EOI intends to onboard on OEM/OEM distributor/OEM Channel Partner. 3. As per the terms of the EOI, BECIL shall release payment to the selected Bidder/bidders only after receiving the payment from the Principal Employer/client.

NOW THEREFORE, the bidder hereby undertakes and agrees as follows:

1. 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.

2. The 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. 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.

3. This obligation shall survive the termination or expiry of the Contract signed with the successful bidder selected through this EOI process.

Signature & Stamp of Bidder

PRICE BID FORMAT

Client's Tender Reference No: AAI has floated tender on GeM tender ref no GEM/2025/B/6963340 dated 05.12.2025 for SITC of IATS for Air Traffic Services of New Delhi, Kolkata, Mumbai & Chennai Airports.

Sr. No.	Item Description	Item Code / Make	QTY	Unit	Unit Price (Rs.)	Total Price (Rs.)
1	Cost of Hardware (including embedded & preloaded Software) for Integrated Air Traffic Simulator (IATS) [cost inclusive of rate, freight, insurance (transit cum storage) and any other charges]		4	Nos		
2	Cost of Software for Integrated Air Traffic Simulator (IATS)		4	Nos		
3	Cost of UPS & UPS Batteries for Integrated Air Traffic Simulator (IATS) for Mumbai & Chennai [cost inclusive of rate, freight, insurance (transit cum storage) and any other charges]		2	Set		
4	Cost of Console for Integrated Air Traffic Simulator (IATS) [cost inclusive of rate, freight, insurance (transit cum storage) and any other charges]		4	Set		
5	Cost of Installation material (cable, cable tray, earthing, lighting arrestor etc.) for Integrated Air Traffic Simulator (IATS) [cost inclusive of rate, freight, insurance (transit cum		4	Set		

	storage) and any other charges]					
6	Cost of factory training		1	Set		
7	Cost of Factory Acceptance Test (FAT) for <ul style="list-style-type: none"> • Integrated Air Traffic Simulator (IATS) • UPS for Mumbai & Chennai • Console 		2 (two site per FAT) 2 4	Set		
8	Cost of Installation of UPS for Integrated Air Traffic Simulator (IATS) for Mumbai & Chennai		2	Set		
9	Cost for Console Installation for Integrated Air Traffic Simulator (IATS)		4	Set		
10	Cost of Installation of Integrated Air Traffic Simulator (IATS)		4	Set		
11	Cost of on-job Training for Integrated Air Traffic Simulator (IATS)		4	Set		
12	Cost of Testing & commissioning for Integrated Air Traffic Simulator (IATS)		4	Set		
13	Cost for 07 yrs software maintenance support (after 3yrs warranty) for Integrated Air Traffic Simulator (IATS)		4	Set		
	1st year					
	2nd year		4	Set		
	3rd year		4	Set		
	4th year		4	Set		
	5th year		4	Set		
	6th year		4	Set		
	7th year		4	Set		

Note:

1. Price shall be inclusive of freight and insurance up to ultimate consignee, and shall include all taxes, duties, cess, fee, royalty charges, etc. levied under any statute.
2. Prices shall quoted as per the client tender that list of all the hardware (including quantity) that will be supplied under item no 1. Total Cost quoted in sl no 1 should match the sum total of cost of all hardware (considering their quantity and individual price). For example – if total cost is INR 200 and there are three hardware items (x-15no., y-24no. & z-3no.) then “a + b + c = 200” Total cost of x = 15 * (individual cost of x) = a Total cost of y = 24 * (individual cost of y) = b Total cost of x = 03 * (individual cost of z) = c
3. As per para no. 10.8 of section-A & para no. 6.1 of Section-C of client tender, Bidder has to provide 20% hardware (including Server, Work Station, Printers, Different displays, Network Devices like Switches, Routers; Headphone (Headset), speaker, mike, PTT etc.) as spares. Cost of hardware (line item no 1) shall include 20% hardware spares for each site.
4. GST rate of the principal item shall be applicable on all the items (including ancillary items). GST shall be paid on actual basis on production of documentary proof.
5. Prices shall be quoted as per the guidelines of GEM Portal. Prices are to be mentioned strictly as per the format of GEM-portal and format given above.
6. There will be two FAT for IATS (two sites per FAT), four console FATs, and two FATs for UPS (UPS for Delhi and Kolkata are not required, power supply for these sites will be provided by AAI; however power, data cable and accessories like MCB, cable tray, earth pit will be provided by vendor and its cost will be covered in installation material).