

REQUEST FOR PROPOSAL

For

Selection of professional agency for Ideation, conceptualization and effective operation of account wide publicity on Social Media under Category B for Directorate of Information (DoI), Govt. of Gujarat

Request for Proposal (RFP) No.- BECIL/DGM(BP) /DOI-GOG/SMM/RFP/02
Dated- 12.03.2026

Issued By-

Shri. Bipin B. Pandey, DGM

 <p>BECIL बेसिल</p>	<p>Broadcast Engineering Consultants India Limited (A Government of India Enterprise) CIN No.: U32301UP1995GOI017744</p> <p>Head Office: 14-B Ring Road, IP Estate, New Delhi- 110002 Tel: 011 23378823, Fax: 01123379885</p> <p>Corporate Office: BECIL Bhawan, C-56/ A-17, Sector-62, Noida-201307 Tel: 0120 4177850, Fax: 0120 4177879</p> <p>Website: www.becil.com</p>	 <p>CELEBRATING 1995 30 2025 Years of Excellence</p>
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DISCLAIMER

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

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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 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, Social Media Management, 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.

Invitation of Bids for Selection of professional agency for Ideation, conceptualization and effective operation of account wide publicity on Social Media under category B for Directorate of Information (DoI), Govt. of Gujarat

Request for Proposal (RFP) BECIL/DGM(BP) /DOI-GOG/SMM/RFP/02 Dated 12.03.2026

1. Online bids are invited for providing services listed in Part II of this RFP and submission of the bids will be online only on GeM portal. Manual bids shall not be accepted. RFP document can be viewed and downloaded from <https://www.becil.com> and GeM.

2. Address and contact number for sending Bids or seeking clarifications regarding this RFP are given below: -

Shri. Bipin B. Pandey
Deputy General Manager
Broadcast Engineering Consultants India Ltd,
C-56/A-17, Sector -62, Noida 201 307
Tel: 0120-4177850 Fax: 0120-4177879
E-mail: bipin.pandey@becil.com

3. This RFP is divided into Five Parts as follows:

3.1. **Part I** – Contains General Information and Eligibility and Evaluation Criteria for Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

3.2. **Part II** – Contains essential details of the items/services required, such as schedule of deployment (SOR), deployment activities, timeline and penalties etc.

3.3. **Part III** – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.

3.4. **Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

3.5. **Part V** – Contains Annexures.

4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

Part- I
General Information,
Eligibility Criteria and Evaluation Criteria

1. Last date and time for submitting the Bids: 02.04.2026 @ 12:00 PM

The online bids should be submitted by the due date and time. The responsibility to ensure this lies with the Bidder.

2. Manner of submitting the Bids: Online bids should be submitted in the manner prescribed in the relevant e-Procurement Portal. Bidder is solely responsible to ensure all prerequisites of online bidding on GeM before bidding.

3. Time and date for opening of Bids: 02.04.2026 @ 12:30 PM

(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

4. Place of opening of the Bids: The place of opening of bids will be at:

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

The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. This event will not be postponed due to non-presence of any bidder's representative. The final outcome of Technical & Financial Evaluation shall also be updated on online bidding portal.

5. Two-Bid system: In case of the Two-bid system, only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer. Throughout the RFP Documents, the term "Bid", "Tender" and "Offer" are synonyms and have been used interchangeably.

6. Submission of Bids & Authorised Signatory: Bids should be submitted online by Bidders under their Digital Signature. The authorised signatory to the bid and/or any documents thereof, shall be the director(s)/Board of Directors or their representative duly authorised vide Power of Attorney signed by the Director(s)/Board of Director of the bidder company

7. Clarification regarding contents of the RFP: Pre bid meeting is scheduled on 19.03.2026 @ 1500 hrs. The bidders have to submit their queries in writing at least by 1500 hrs on the previous day of the scheduled date of Pre Bid meeting. All the queries received on or before the stipulated date shall be considered as agenda of the Pre-bid meeting. The clarification thereof shall be published by the buyer after the Pre-bid meeting. No queries shall be entertained after the due date and time of receipt of Pre-Bid queries as mentioned above.

PRE-BID DETAILS	
Date and Time	Pre-Bid Venue
19.03.2026 15:00 PM	<p>To clarify the bidder may join the pre-bid meeting through physical mode (same as mentioned above at point no. 4)/VC at the following Zoom Meeting link:</p> <p>https://us06web.zoom.us/j/82349270296?pwd=G9MSXeLpFguRa1Bubsn0d8LlHZn9zn.1</p> <p>Meeting ID: 823 4927 0296 Passcode: 742473</p> <p>Or any other link/ venue details will be shared by BECIL over email, or on BECIL website (https://www.becil.com/) under tender section or on GeM portal.</p> <p>Clarifications / Corrigendum / Addendums etc. (if any) will be posted on GeM portal or BECIL website (https://www.becil.com/) under tender section and no individual communication will be sent.</p>

- 8. Modification and Withdrawal of Bids:** No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn after the submission of bids till the evaluation of the bids are completed or till the validity period of the bid, whichever is earlier. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
- 9. Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification on their bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. However, Buyer also reserves the right to call for additional information from the bidders. No post-bid clarification on the initiative of the bidder will be entertained.
- 10.** BECIL reserves the right to solicit additional information from Bidders to evaluate the bids. Additional information may include, but not limited to, past performance records of bidders, Proven Track Records of OEMs quoted by the bidder, detailed presentation on approach & Methodology or any other pertinent information as deemed necessary by the evaluation committee during evaluation of the bids. It will be bidder's responsibility to check for updated information on BECIL's website www.becil.com or relevant portal as specified in the RFP (if any).

11. Addendum/ Amendment to the RFP

At any time prior to the deadline for the submission of the Bids by the Bidders, BECIL, i.e. the buyer shall have the discretion to amend the RFP at its own initiative or in subsequence to a clarification sought by the prospective Bidder. The Amendment / Addendum shall form an integral part of the RFP and shall be binding on all the prospective bidders.

12. Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

13. Validity of Bids: The Bids should remain valid for 180 days from the last date of submission of the Bids. Bidder to give the undertaking as per Annexure- I.

14. 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.

15. Earnest Money Deposit:

15.1. Bidders are required to submit Earnest Money Deposit (EMD) for amount of INR 36 Lakhs along with their bids. The EMD may be submitted in the form of a Fixed Deposit, or Bank Guarantee from any of the Commercial Bank or online payment in acceptable form. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 45th day after the award of the contract under the RFP. The EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security/PBG from them as called for in the LOA/ WO/ Contract. The EMD amount will be returned without interest, to the respective bidders who have not qualified, after the submission of Performance Bank Guarantee by the successful bidder.

15.2. That the Earnest money deposit has been sought with 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.

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

15.4. Exemption to Start-ups and MSMEs shall be given as per GoI guidelines. Exempted firms must submit Bid Securing Declaration as per Annexure F In lieu of Bid Security (i.e.

- EMD) along with valid registration certificate (for tendered item mentioned in this RFP), else bids shall be rejected.
- 15.5. Notwithstanding anything contained in the RFP, the Earnest money deposit may be forfeited by BECIL in the following circumstances-:
- 15.5.1. If a Bidder withdraws their bid during the validity period.
 - 15.5.2. If the Bidder is found indulgent in fraudulent, collusive, unlawful, unethical or coercive practice.
 - 15.5.3. During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
 - 15.5.4. If a bidder submits any false or fabricated documents.
 - 15.5.5. In the case of successful Bidder, if the Bidder fails to sign the contract or accept work/ purchase/ supply orders.
 - 15.5.6. In case if the Bidder fails to furnish the Performance bank guarantee/ security within specified time without any valid reason.
- 15.6. Special Instructions to contractors/Bidders for e-submission of bids online through e-procurement Portals may be adhered to. The details of the Earnest Money Deposit (EMD), documents submitted physically to the buyer and the scanned copies furnished at the time of bid submission online should be same otherwise the Tender will be summarily rejected.
- 15.7. The EMD instruments and certificates/documents etc. should be dropped in either Tender Box Marked/ Superscribed Title, RFP number and date of opening of the Bids and other relevant details or sent by registered post at the address given above so as to reach on or before the due date and time of submission of bid.
- 15.8. Bank details for provisioning of EMD:

Beneficiary Name: Broadcast Engineering Consultants India Limited

Bank Name: HDFC Bank

Branch Name: Ansals Fortune Arcade, K- Block, Sector - 18, Noida - 201301, U.P.

Account Number: 50200076192513

Type of Account: DOD Account

IFSC Code: HDFC0000088

16. Undertaking for Blacklisting: That the Prospective Bidder should not be blacklisted/ debarred or put on holiday by BECIL or any other Public sector Enterprise or a Government Body, as on the date of submission of the bid. An undertaking to this effect must be submitted by the bidder on their letterhead duly signed by the authorized signatory of the bidder as per Annexure- K.

That the Bid submitted by any of the Bidder, who is found to be blacklisted/ debarred or on a Holiday list shall be out rightly rejected.

In the event, if the Bidder chooses to be discreet and conceal about its status, then it shall be construed as a misrepresentation of facts and shall lead to an appropriate action by BECIL.

17. Status of Bidder: The Bidder should not be undergoing any liquidation/insolvency proceedings or merger/demerger on the due date of the submission of the bid. **An undertaking to that effect must be submitted by bidder on their letterhead duly signed and stamped by authorised signatory of the bidder.** In case of any change in the status of declaration by the Bidder post submission of bid including the change in business/management, the same shall be notified by Bidder to the BECIL in a span of seven days from the date of initiation of such proceedings. In case, of liquidation, the work order/contract executed with the bidder shall be terminated forthwith by giving a notice of termination of thirty days.

18. 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.

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

18.2 All information contained in this RFP, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared with any other organization, including potential sub-contractors, without prior written consent from BECIL.

18.3 The commercial bid shall clearly indicate the price to be charged without any qualification whatsoever and should include all packing and forwarding, transportation, transit insurance, taxes, duties, fees, levies and other charges as may be applicable in relation to the activities proposed to be carried out. All such charges shall be included in the rates quoted in the prescribed format.

18.4 The bidder shall be responsible for any damage to the equipment / site occurred due to negligence of bidder and cost of repair / replacement for the same will be recovered from the bidder.

19 Site Visit:

19.1. Site visit is compulsory for the Bidders. It shall be the responsibility of the Bidder to visit the Premises/ Site where the work is to be performed or services is to be delivered in order 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.

19.2. 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.

19.3. A site visit certificate shall be issued by official deputed at site on scheduled date & time. The site visit certificate must be submitted along with the bid, failing which the bid shall stand rejected. No extra claim on consequences of ignorance or on grounds of insufficient descriptions will be accepted at a later date. The bid of the bidders who have submitted the site visit certificate will only be considered for evaluations.

- Contact Person on site: Mr. Krishna Chaudhary
- Mobile No.: +919824088394
- Date & Time: 23.03.2026, 12:00 PM to 04:00 PM
- Location: Block No. 19, Dr. Jivraj Mehta Bhavan, (Sachivalaya), Gandhinagar, Gujarat 382 010 – India

- Intended bidders may coordinate with BECIL for site visit over email to preeti.chaudhary@becil.com/ bipin.pandey@becil.com on or before 20.03.2026.

20 Proposal Response Format:

20.1 The Bid response must be submitted in English Only. All the documents including the supporting documents/ enclosures etc. must be Calibri/Arial/Times New Roman, font size-12 and fully legible. Supporting documents if in a language other than English must be accompanied by an English translated document. The English version shall prevail in matters of interpretation. Each and every page of the bid should be numbered and mention the relevant page no. Bid Documents which are not legible may be rejected.

20.2 The Bid complete in all respects must be submitted with requisite information and annexure(s). The Bid should be free from ambiguity, change or interlineations. Incomplete Bid will not be considered and is liable to be rejected without making any further reference to agency/ bidder/ OEM/ Implementation Agency(s).

21 Instructions for Online Bid Submission: If interested, kindly submit your offers through online bids via the E-Tendering Process specified at the [https://etenders.gov.in/eprocure/app before end date/time.

22 PRE- QUALIFICATION ELIGIBILITY CRITERIA

S.No.	Eligibility Criteria	Documents to be submitted
1	<p>Legal Status</p> <p>The bidder shall be:</p> <p>a) A company incorporated under the Companies Act, 2013; or</p> <p>b) A partnership firm registered under the Partnership Act, 1932; or</p> <p>c) A Limited Liability Partnership (LLP) registered under the LLP Act, 2008; or</p> <p>d) A sole proprietorship.</p> <p>[In case of Consortium to be fulfilled by all members]</p>	<p>Certificate of Incorporation / Registration</p> <p>GST registration and PAN card.</p> <p>Registration with EPFO and ESIC (if applicable as per statutory provisions).</p>
2	<p>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> <p>[In case of Consortium to be fulfilled by all members]</p>	<p>Certificate by the CA.</p> <p>Signed copy of CA certificate issued after the date of issue of RFP will be considered.</p>
3	<p>Blacklisting/Debarments</p> <p>The bidder must not have been blacklisted, debarred, or suspended by any Government Department, PSU, or Autonomous Body in India as on the bid submission date.</p> <p>[In case of Consortium to be fulfilled by all members]</p>	<p>Self-declaration on bidder's letterhead as per the format in Annexure- K</p>

	members]	
4	<p>Financial Capacity</p> <p>4.1 The bidder must have Average Annual Turnover of at least INR 18 Cr during the last three financial years i.e. 2022-23, 2023-24 & 2024-25, ending on 31st March of the preceding financial year.</p> <p>4.2 The bidder must have Positive net worth in each of last three financial years (2022-23 to 2024-25).</p> <p>NOTE: For the purpose of this criterion, standalone turnover of only the bidding entity will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered.</p> <p>[In case of Consortium to be fulfilled by any member of consortium]</p>	<p>Audited Balance Sheets and Profit & Loss Statements certified by a Chartered Accountant for the last three financial years.</p> <p>OR</p> <p>Certificate by a Chartered Accountant as per Annexure-H.</p> <p>Signed copy of CA certificate issued after the date of issue of RFP will be considered.</p>
5	<p>Bidder must have the solvency / credit facility / financial capability from the bank for minimum value of INR 3.60 Cr.</p> <p>[In case of Consortium to be fulfilled by any member of consortium]</p>	<p>Solvency or Line of credit certificate issued after the date of issue of RFP will be considered.</p>
6	<p>Technical Capability / Experience</p> <p>(A) The bidder should have successfully completed similar works/ supplies/ services during the last Five years ending on the last day of the month prior to bid submission:</p> <p>Three similar completed works, each costing not less than INR 7.20 Cr; OR</p> <p>Two similar completed works, each costing not less than INR 10.80 Cr; OR</p> <p>One similar completed work costing not less than INR 14.40 Cr-</p>	<p>1. Work Order and Completion Certificates issued by the client(s) clearly indicating nature, value, and completion date.</p> <p>OR</p> <p>In case of on-going contract/project, the CA certificate shall be on the letterhead of the Chartered Accountant, duly signed and stamped and proof of payment (such as bank statement excerpts or client acknowledgments).</p> <p>Such evidence shall be considered for the purpose of meeting eligibility/</p>

	<p>On-going Projects: In case the bidder is claiming experience for an on-going contract/project, the bidder shall submit a certificate issued by a Chartered Accountant (CA) clearly indicating</p> <ol style="list-style-type: none"> 1) The total awarded contract value; 2) The value of work completed till the date of certificate; 3) The cumulative value of invoices raised; and 4) The cumulative payments received against the said invoices. <p>(B) "Similar work" means projects involving conceptualization, planning, execution, management, and monitoring of promotional campaigns etc. for Govt. Depts/ Autonomous bodies/ State/Central PSUs, Listed Company.</p> <p>-[In case of Consortium to be fulfilled by any of the member]</p>	<p>experience criteria, subject to the condition that the value of work completed and accepted by the client is at least equal to the requirement specified in the tender.</p> <p>Note: Work orders/work completion certificates, meeting criteria as mentioned above, of the bidder (in case of consortium - of any member of the consortium) for works executed as part of consortium/JV will also be accepted.</p> <p>Work order will be compulsorily required for experience along with completion certificate/CA certificate of Income and receipt of related work.</p>
7	<p>Bid Security / Earnest Money Deposit (EMD)</p> <p>The bidder shall furnish an EMD as specified in the tender, unless exempted under GFR provisions for MSMEs, Start-ups, or entities registered with DGS&D/NSIC.</p> <p>[In case of Consortium to be fulfilled by any member of consortium]</p>	EMD instrument or valid exemption certificate.
8	<p>Local Office Presence</p> <p>The bidder must have a functional local office in the same area or at least within 30 km radius of the Dr. Jivraj Mehta Bhavan (Sachivalaya), Gandhinagar, Gujarat 382010 to ensure effective coordination and timely support during execution of work.</p>	Bidder must submit relevant document.

	[In case of Consortium to be fulfilled by lead bidder of consortium]	
9	Bidder shall submit an undertaking to deploy proposed manpower as mentioned in annexure-A [In case of Consortium to be fulfilled by lead bidder of consortium]	The document should be on Rs. 100 Non-Judicial Stamp Paper duly notarized by the Notary public.

23 PRELIMINARY EVALUATION

23.1 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 RFP have been furnished, the documents have been properly signed and the response is generally in order.

23.2 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.

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

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

24 Technical Qualification Criteria:

Sl. No.	Parameters/Attributes/Dimensions (The data/details shall be of the Bidder/Any Member of consortium)	Maximum Score
1	<p>Financial strength of the firm:</p> <p>Minimum Average Annual Turnover of INR 18 Cr or more in the last three financial years (i.e. 2022-23, 2023-24 and 2024-25).</p> <ul style="list-style-type: none"> ➤ 5 Marks (INR 18 - 27 Cr) ➤ 10 Marks (> 27 Cr) <p>Supporting documents must be provided along with the bid.</p>	10

2	<p>Net Worth</p> <p>The bidder must have positive average net worth of Rs. 20 Lakhs in the previous three financial years for i.e. 2022-23, 2023-24 and 2024-25</p> <ul style="list-style-type: none"> ➤ 3 Marks (Rs. 20 - Rs. 30 Lakhs) ➤ 5 Marks (> Rs. 30 Lakhs) <p>Supporting documents must be provided along with the bid.</p>	05
3	<p>Work Experience</p> <p>Experience of having successfully completed similar work during last 5 years ending the last day of the month previous to the one. (Work order and completion certificate required)</p> <p>SIMILAR WORK means projects involving conceptualization, planning, execution, management, and monitoring of promotional campaigns etc. for Govt. Department/ Autonomous bodies /State/Central PSUs/Listed Company.</p> <ul style="list-style-type: none"> ➤ 15 Marks (01 No. of \geq 14.40Cr work) ➤ 10 Marks (02 No. of \geq 10.80 Cr work) ➤ 5 Marks (03 no. of \geq 7.20 Cr work) <p>Note: Work orders/work completion certificates, meeting criteria as mentioned above, of the bidder (in case of consortium - of any member of the consortium) for works executed as part of consortium/JV will also be accepted.</p> <p>Supporting documents must be provided along with the bid.</p>	15
4	<p>Tenure</p> <p>Existence of the bidder in the field of social media management, creative communication/digital media/content production</p> <ul style="list-style-type: none"> ➤ 5 Marks (3-5 years) ➤ 10 Marks (>5 years) <p>Supporting documents must be provided along with the bid.</p>	10

5	<p>Full-time employee strength</p> <p>Present full-time employees on bidder's payroll with relevant experience in Creative Communication / Digital Media / Content Production as on bidding date should be minimum 20.</p> <ul style="list-style-type: none"> ➤ 5 Marks- (20 to 30 full-time employees with relevant experience) ➤ 7 Marks- (30 to 40 full-time employees with relevant experience) ➤ 10 Marks- (>40 full-time employees with relevant experience) <p>Supporting documents in the form of duly signed and stamped list of employees indicating Name, qualifications, designation, official email ID & contact no., years of experience must be submitted on the letter head along with the bid.</p>	10
6	<p>The bidder to showcase their capabilities in terms of ideation, conceptualization and effective operation of account vide publicity on social media and estimated timeline along with activity chart for execution of project the technical presentation should include following:-</p> <p>Technical Presentation</p> <ul style="list-style-type: none"> - Understanding of scope of work - Approach, Methodology and Work Plan - Social media dummy creative - Any other innovative idea/ strategy - Past similar work experience - Company credentials, capabilities & achievements - Understanding of the assigned social media handles and the current social media content strategy - Comprehension of the scope of work, its sanctity, approach to elevate content outreach for each of the assigned social media handle - Detailed project plan for a period of one (01) year for the respective department 	50
	Total Score	100

Note: Minimum 70 marks out of 100 are required to qualify for opening of financial bid. If the bidder scores less marks, bid will be rejected.

25 Evaluation Process

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

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

- 25.8 Conditional proposals shall NOT be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of the proposals.
- 25.9 Even though bidders satisfy the necessary requirements they are subject to disqualification if they have:
- 25.9.1 Made untrue or false representation in the form, statements required in the RFP document.
- 25.9.2 Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.

26 PRE-QUALIFICATION CRITERIA

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

27 MARKING CRITERIA

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

28 FINANCIAL CRITERIA

Financial bids will be opened only for the agencies that will score 70 or more in Technical Evaluation. Failing to secure minimum marks shall lead to technical rejection of the Proposal and Bidder.

29 CRITERION FOR EVALUATION OF BID RESPONSE:

- 29.1 The proposal is to be in **TWO BID SYSTEM** with separate Pre-Qualification, Technical and Financial sections.
- 29.2 Only Technically Qualified bidders are called for Presentation.
- 29.3 Financial bid shall be opened of only that bidder who has found to be technically eligible based on Technical evaluation & Technical Presentation.
- 29.4 The evaluation of the tenders will be made first based on technical information furnished and then on the basis of Technical Presentation.
- 29.5 The Commercial bids of only such firms found technically qualified will be opened on a date to be communicated to bidders who have qualified in the technical bid stage.
- 29.6 The reasons for selection or rejection of a particular response will not be disclosed. The award of order will be further subject to any specific terms and conditions of the contract given in this section.
- 29.7 The agencies/bidders that are considered technically qualified by TEC shall make a presentation before the evaluation committee. **The Presentation will form a part of Evaluation Criteria. The bid shall be rejected by Tender Evaluation Committee (TEC), if presentation is not found as per the tender requirement.**
- 29.8 **Evaluation of financial bids:** Bidders are requested to note that they should necessarily submit their financial bids in the format provided in RFP and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

29.8.1 The Financial bid shall be opened of only that bidder who has found to be technically eligible. BECIL shall inform the date, and time for opening of financial bid.

29.8.2 Financial bid will be inspected to ensure conformance to the format provided in the tender document.

29.8.3 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between amount quoted in words and figures, the amount in words shall be taken for evaluation.

29.9 Final Proposal shall be given scoring as below:

29.9.1 Normalization factor (N1) to obtain the Normalized Technical score of the bidders shall be calculated as below: -

$$N1 = T/Th$$

Where:

N1 = Normalization factor for calculation of Technical score. T = Technical Marks obtained by the bidder under consideration as per marking scheme Th = Highest Technical Score obtained by any bidder

29.9.2 Normalization factor (N1) to obtain the Normalized Technical score of the bidders Normalized technical score for the Bidder under consideration will be calculated using the following relation:

$$Tn = (N1) * (\text{Weightage of the Technical Score i.e. } 70)$$

Where

Tn = Normalized technical score for the Bidder under consideration

29.9.3 Normalization factor (N2) to obtain the Normalized Financial Score of the other bidders shall be calculated as below: -

$$N2 = FL / F$$

Where:

N2 = Normalization factor for calculation of Financial score.

F = the quoted price of Financial Proposal under consideration

FL = the price of lowest priced Financial Proposal

29.9.4 Normalization financial score for the Bidder under consideration will be calculated using the following relation:

$F_n = (N_2) * (\text{Weightage of the Financial Score i.e. } 30)$

Where

F_n = Normalized Financial score for the Bidder under consideration

29.10 **Combined QCBS Evaluation**

The score of technical proposal including presentation would be given 70% weightage, and the financial proposal would be given 30% weightage. The weighted combined score of the Technical bid including presentation (T_n), and Financial proposals (F_n) shall be used to rank the bidders on the basis of formula given as below:

Combined Score= Normalized Technical Score (T_n) + Normalized Financial Score (F_n)
Bidder with highest Combined Score shall be declared selected Bidder.

In the event that two or more Bidders/organizations with same final score, the Bidder with more marks in technical evaluation shall be selected.

Part- II

Essential Details of Items/ Services required

1. Background:

The Directorate of Information, Government of Gujarat, plays a vital role in bridging the gap between the Government and the citizens through effective communication and information dissemination. It serves as the state's primary government entity for promoting development news, citizen-centric schemes, cultural vibrancy, and strategic governance initiatives across media platforms—both traditional and digital.

Recognizing the transformative impact of social media in shaping public opinion and delivering real-time, trustworthy information, the Directorate seeks to collaborate with a capable and experienced agency like BECIL for comprehensive management of its social media platforms of various departments of Government of Gujarat. The aim is to build a strong, responsive, and credible digital presence that reflects the aspirations and achievements of Government of Gujarat.

The scope of work of the selected agency, under Category B
Category B team will manage the social media handles of the 21 Major Departments of government of Gujarat. These teams will be stationed at respective designated departments.

- 2. Scope of Work:** That scope of work and the specification have been comprehensively defined in Annexure- A of the RFP. The successful Bidder shall be expected to complete the work as defined in the Bidding Document.

That the successful Bidder shall be responsible for the completion of work in accordance with the timeline/ milestone/ completion date as mentioned in the Special Conditions of the Contract.

- 3. Schedule of Requirements** – List of services required is as follows:
Please Refer Annexure A

- 4. Technical & Other Details :** Please Refer Annexure A

4.1 Technical details with technical parameters

- Requirement of Technical documentation
- Any other details, as considered necessary

- 5. Delivery period:**

The tenure of engagement is one year from the effective date of contract and extendable on the mutual consent subject to approval from end client. The actual timelines for project deliverables shall be strictly adhered to as per the schedule finalized by BECIL and notified vide a written document/Work Order. Any subsequent change in timeline, if required, shall be implemented only with prior approval from BECIL/End client. Please note that the

Contract can be cancelled unilaterally by the BECIL in case services are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the BECIL, with applicability of LD clauses.

6. Consignee details

Directorate of Information
Government of Gujarat
Block No. 19, Dr. Jivraj Mehta Bhavan,
(Sachivalaya), Gandhinagar, Gujarat 382 010

7. Variation in Quantity

BECIL reserves the right to either increase or decrease the services or manpower requirement (quantity) included in suggestive bill of quantity as per scope of work which are estimated requirements and therefore open to variation.

8. Un-Priced Bill of Quantity

8.1. Bidder should submit the Unpriced Bill of Quantity (BoQ) as per Annexure M. **No Financial Cost shall be disclosed in technical bid.**

8.2. In case of consortium, un-priced BOM to be submitted by the **lead bidder only.**

Part- III

Standard Conditions of RFP

(These standard conditions are applicable to the Bidder/ to each member of the consortium. Each member shall submit all annexures and declarations separately)

1. RELATIONSHIP BETWEEN THE PARTIES

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

2. INTELLECTUAL PROPERTY RIGHTS

2.1 Deliverable Output, plan, reports and other document and software developed exclusively by the bidder under scope of work of this RFP shall remain the property of DoI-GoG.

2.2 The Bidder/ Consortium Member shall not incorporate any materials, technology or any item or thing that involves the use of intellectual property rights or proprietary rights that the Bidder does not have the right to use or that may result in claims or suits against BECIL arising out of claims of infringement of any intellectual property rights or other proprietary rights.

2.3 The Bidder/Consortium Member 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 herein-above, the Bidder shall be under an obligation to enter into such agreements at its own sole cost, expense and risk.

3. LAND AND BORDER PROVISION

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

4 INDEMNITY

4.1 The Bidder/Consortium Member 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/ Consortium Member's performance of its scope of service of breach of any of its obligations or scope of work.

- b) Actions by the Bidder/Consortium Member that causes BECIL to be in indirect or direct consequential, breach of the main contract.
- c) Any claims by employees, suppliers, creditors or other persons against the Consortium or M/s BECIL in a relationship with the Bidder.
- d) Any claims of infringement, misappropriation or otherwise against the Consortium or M/s BECIL by third parties in regard to the execution of the works.
- e) In case of breach or alleged breach of any representation, terms and condition, Regulation or Order of any Court, Regulatory or Statutory Authority, selected agency/agencies (in case of consortium) (“Indemnifying Party”) shall, at their own cost and expense, indemnify, defend and hold harmless the other party (“Indemnified Party”) and its affiliates, directors, management and its employees from and against any losses, liabilities, claims, damages, actions, costs and expenses, including attorney’s fees and court costs arising out of such breach.
- f) The indemnity shall be effective from the date of execution of work order issued after this RFP and shall survive the expiry/termination of the Work order.

5 CODE OF INTEGRITY

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

5.1.1. Offering of any bribe or undue gratification in any form to BECIL/Client or its officials, or indulging in any corrupt practices.

5.1.2 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.

5.1.3 Improper use of information provided by BECIL to the Bidder with intent to gain an unfair advantage in the procurement process or for personal gain.

5.1.4 Any financial or business transactions between the Bidder and any official of BECIL/Client related to tender or execution process of contract, which can affect the decision of BECIL directly or indirectly.

5.1.5 Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

5.1.6 Obstruction of any investigation or auditing of a procurement process.

5.1.7 Making false declaration or providing false information for participation in a tender Process or to secure a contract.

6 CONFLICT OF INTEREST

Any Bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as non-responsive. Bidder shall be required to declare the absence of such conflict of interest in Form of Declaration. A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:

- 6.1 Directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- 6.2 Receives or have received any direct or indirect subsidy/ financial stake from another Bidder; or
- 6.3 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 procurement's under Proprietary Article Certificate; or
- 6.4 Has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or
- 6.5 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
- 6.6 Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Details Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document

etc.)of this Tender process; or has a close business or family relationship with a staff of the Procuring Organization who:

6.6.1 Are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or

6.6.2 Would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

7 UNDUE INFLUENCE

7.1 The 'Bidder/ all members of consortium 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/Client or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India.

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

8 UNLAWFUL/UNETHICAL PRACTICES

8.1 If the Bidder/Consortium Member has engaged in corrupt, fraudulent, collusive and coercive practices or defaulted commitments under integrity.

8.2 Any intentional omission or misrepresentation in the documents submitted by the Bidder for the purpose of due diligence or for the execution of any act essential for the execution of the Project.

8.3 If the Bidder/ Consortium Member 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.

9 PENALTY FOR BREACH OF INTEGRITY, CONFLICT OF INTEREST, UNLAWFUL/UNETHICAL PRACTICES AND UNDUE INFLUENCE

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

9.2 Cancellation/ termination of the Contract with the liberty to recover the accrued losses/damages by the Bidder from the dues payable to the bidder in the present or any contract with BECIL, including imposition of penal damages.

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

10 BLACKLISTING/ DEBARMENT

The Bidder/ all members of consortium 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.

11 RISK AND COST CLAUSE:

11.1 In the event of persistent breach/default of the terms and conditions of the Contract by the Bidder/ Consortium and due to abnormal delay (beyond the maximum late delivery in the Liquidated damages clause) in supplies, defective supplies or non-fulfilment of any of the terms and conditions of the RFP and the Work Order, the Bidder/Consortium shall be liable to indemnify BECIL in case if the scope of work apportioned to the former, is completed at the risk and cost of the Consortium , 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.

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

11.3 In case of invocation of the risk and cost clause by the Client against the Bidder/ Consortium due to the inability of the Bidder to rectify, resolve or complete its respective assigned scope of work as per the Consortium Agreement.

11.4 In the event of withdrawal from or abandonment of the work by Bidder/Consortium Member before completion of the work as per contract.

11.5 In the event of non-completion of Work/ Non-supply by the Bidder/ Consortium Member within scheduled completion/delivery period as per RFP or as extended from time to time, for the reason attributable to the Agency/ Bidder.

11.6 Termination of Contract on account of any other reason (s) shall be attributable to Bidder.

12 PENALTIES

12.1 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 to the Bidder/Consortium Member against the Consortium, the same shall be recovered from the Bidder/lead member of consortium.

12.2 The Bidder shall bear the full financial responsibility for such penalties or deductions imposed on BECIL/Consortium by the Client and will not be entitled to claim any reimbursement or adjustment for the same.

12.3 If the selected Bidder/ Agency fails to deliver any or all of the services within the original/re-fixed delivery period(s) specified in the contract, then BECIL on the recommendation of DoI-Gujarat will be entitled to deduct/recover the penalty for the delay from the invoices raised by the concerned selected agency, unless the same is triggered due to Force Majeure conditions mentioned hereinabove, @ 0.5% of the value of undelivered goals/services per week or part of the day of delayed period as pre-estimated damages not exceeding 10% of the contract value.

12.4 That no penalty shall be levied in the event if the delay is directly attributable to the BECIL, or if it is due to delay in the grant of approval by the competent

authority of the BECIL, prevalence of a force majeure event or provision of extension of time by the BECIL.

13 CONFIDENTIALITY

13.1 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.

13.2 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.

14 RIGHT TO INSPECTION

14.1 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.

14.2 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.

15 TERMINATION

15.1 Termination for Unsatisfactory Performance-

15.1.1 If the Bidder/Agency (hereinafter "Bidder") fails to execute the specified quantum of work, or any part thereof, with due diligence or within the time stipulated in the RFP or subsequent Work Order(s), BECIL may, by written notice, require the Bidder to remedy the deficiency within fifteen (15) days ("Cure Period").

15.1.2 If the Bidder fails to cure the deficiency within the Cure Period, BECIL may issue a **Notice of Termination** providing **fifteen (15) days** from the date of such notice, after which the Contract shall stand terminated, without prejudice to any other remedies available under law or the Contract.

15.2 Termination for Breach

15.2.1 The Buyer shall have the right to terminate the Contract, either wholly or in part, unilaterally and without prejudice to any other remedies available under law or the Contract, if:

15.2.1.1 The Seller fails to deliver services/equipment in accordance with the specifications, timelines, and quality standards set forth in the RFP and the Contract;
or

15.2.1.2 The Seller commits a material breach of its obligations and fails to cure the same within the notice period stipulated in the termination notice issued by the Buyer.

15.2.2 Without limiting the generality of the above, the following shall constitute events of default warranting termination:

15.2.2.1 Abandonment or repudiation of the Contract;

15.2.2.2 Failure, without valid reason, to commence work promptly;

15.2.2.3 Persistent failure to execute works/deliverables in accordance with the Contract;

15.2.2.4 Neglect to perform contractual obligations without just cause;

15.2.2.5 Failure to proceed with due diligence after a 15-day written notice from BECIL;

15.2.2.6 Procurement of the Contract through undue influence, corrupt, or unethical practices;

15.2.2.7 Submission of false or misleading information in the bid or during the Contract.

15.2.3 In the event of such termination, the Buyer shall not be liable to pay any compensation to the Seller for loss of anticipated profits or for any other

consequential or indirect loss. The Buyer shall, however, make payment for services/equipment satisfactorily delivered and accepted up to the effective date of termination, subject to adjustment of any dues recoverable from the Seller.

15.2.4 In the event of occurrence of material breach of terms and conditions, delay or deficiency in quality of service as mentioned herein above, BECIL may send a written notice to the selected agency specifying the breach and provide a 15 days window period for the cure/ rectification of breach or defect. If the breach or defect is not cured within the 15 days period, the DOI-GoG/BECIL shall terminate Work order issued through this RFP vide a 15 days termination notice.

15.2.5 For the purposes of this Clause, material breach of terms and conditions shall include, but shall not be limited to:

15.2.5.1 Breach of confidentiality obligations

15.2.5.2 Repeated failure to perform scope of work despite reminders.

15.3 Termination due to Convenience

15.3.1 BECIL may terminate this Agreement without cause by providing a written notice of 30 days.

Upon termination:

15.3.1.1 The Selected agency shall hand over all deliverables, reports and proprietary data within 07 days.

15.3.1.2 All content, campaign assets, media libraries, software and user access credentials shall be transferred to the DOI-GoG/BECIL.

15.4 Termination due to Insolvency

15.4.1 If the Bidder becomes insolvent, is adjudicated bankrupt, is placed under receivership, enters into composition with creditors, commences winding up (except for voluntary winding up for amalgamation/reconstruction), or conducts business under a Receiver, BECIL may:

15.4.1.1 Terminate the Contract forthwith by giving **fifteen (15) days** written notice; or

15.4.1.2 Permit the Receiver/Liquidator to continue performance, subject to provision of adequate guarantee for due and faithful performance, to BECIL's satisfaction.

15.5 Cessation of rights and obligations subsequent to termination:

15.5.1 Upon termination of Work order pursuant to Clause 15.1, 15.2 and 15.4 above or upon expiration of the Work order, all rights and obligations of the Parties shall cease hereunder except:

15.5.2 Such rights and obligations as may have accrued at the time of termination.

15.5.3 The obligation of payment on pro-rata basis on the basis of work completed, works in progress, services or items ordered and/or in transit as on the date of termination, by the selected agency. That no claim for loss of profit or opportunity shall be raised by the selected agency.

15.5.4 Any right which a Party may have under the Applicable law or Legislation.

15.5.5 The Indemnity and the Arbitration clause shall survive the termination of Work order.

15.6 Termination for Convenience

BECIL may, at its sole discretion, terminate the Contract, in whole or in part, for any reason whatsoever, by giving the Bidder **thirty (30) days** prior written notice. Upon expiry of the notice period, the Contract shall stand terminated without liability, except for payment for satisfactory work executed up to the date of termination.

16 POST TERMINATION RESPONSIBILITY

16.1 Upon termination of the Contract, BECIL's liability for payment shall be restricted to services duly rendered and accepted up to the effective date of termination, and only to the extent that corresponding payments are received from the Client.

16.2 All invoices of the Bidder, whether raised before or after termination, shall remain on hold until receipt of payment from the Client. Any deductions made by the Client from BECIL's invoices shall be recovered from the Bidder's corresponding claims.

16.3 The Bidder shall immediately cease all work upon termination, except for such work as may be expressly directed in writing by BECIL to be completed.

16.4 Except for termination under Clauses 15.6, the performance security may be forfeited, without prejudice to BECIL's right to recover any loss, damage, or cost arising from unsatisfactory performance or delay.

17 NOTICES

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

Sh. Bipin Bihari Pandey,
Deputy General Manager
Broadcast Engineering Consultants India Limited,
C-56/A-17, Sector-62, Noida-201307, U.P., India.
Email: bipin.pandey@becil.com

18 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.

19 AMENDMENT

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

20 ARBITRATION

20.1 Conciliation of Dispute

20.1.1 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.

20.1.2 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.

20.2 Reference of Dispute to Arbitration proceeding post conciliation

20.2.1 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.

20.2.2 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.

20.2.3 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.

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

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

20.2.6 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.

20.2.7 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.

20.2.8 That any claim of damage(s) or losse(s) incurred by BECIL as a consequence of the invocation of the litigation/arbitration proceeding owing to the suspension or

abandonment of work by the Bidder/Agency shall be reimbursed by the Bidder/Agency.

20.2.9 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 M/s BECIL for the adjudication of dispute emanating from the main contract. That, in the event of initiation of arbitration/legal proceeding under the main contract, no other dispute tied directly to the main contract shall be concurrently referred by the Bidder.

21 JURISDICTION

21.1 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.

22 FORCE MAJEURE

22.1 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 any other action by the Government Agencies.

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

22.3 In the case of failure to perform this Agreement due to any force majeure, neither party shall be liable for such failure, and this Agreement shall be terminated automatically, if the persistence of such force majeure event continues for more

than three months. In the case of failure to perform any part of this Agreement due to any force majeure, the party suffering from such force majeure may be exempted from corresponding liability to the extent of the impact of such force majeure. However, such party shall continue to perform other obligations under this Agreement which have not been affected by such force majeure.

23 EXTENSION OF TIME

23.1 That the Bidder/ Consortium Partner shall be entitled to an extension of time in the project commissioning schedule, on the occurrence of the events enumerated under the clause 22 of this RFP. That the Bidder / Consortium Member shall, in no later than 4 days from the occurrence of the event, inform M/s BECIL, in detail the event or circumstance which may give rise to a claim for extension. That on the receipt of the notice the same shall be submitted to the Client by the Consortium. It is hereby agreed that the extension of the timeline/ milestone for the completion of work shall be contingent on the receipt of approval from the Client.

23.2 That in the event any clarification is requisitioned by the Client in respect, to the notice seeking extension of time, the same shall be made available by the Bidder/ Consortium Partner.

23.3 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.

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

24 ASSIGNMENT

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

24.2 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.

25 COMPLIANCE WITH APPLICABLE LAW

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

26 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.

27 ENTIRE CONTRACT

The Contract/ Agreement / work order with all Appendices and Schedules appended thereto, contents and scope/ specifications of the RFP, all the corrigendum's, response to queries etc. that may be issued against this RFP and the Bidder's offer including presentation and all supporting documents shall constitute the entire Contract/ Agreement / work order between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this clause shall be interpreted so as to exclude any liability in respect of fraudulent misrepresentation.

28 LIQUIDATED DAMAGES

28.1 In the event, if any liquidated damage is imposed on the bidder/all members of consortium due to the delay in the performance of the work by Bidder or a consequent non-performance of the work by M/s BECIL which is interconnected to the

scope of work for which the Bidder/Consortium member is responsible, the same shall be borne by the Bidder.

28.2 In case of a Consortium, each Party of the Consortium shall be responsible for its specific scope of work, and for any resulting liquidated damage therefrom.

28.3 In case of any liquidated damages imposed on the Consortium by the Client, BECIL shall pass on the entire quantum of liquidated damages to the Bidder/lead member of consortium on back-to-back basis.

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

29 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.

30 SIGNING OF NON-DISCLOSURE AGREEMENT

30.1 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.

30.2 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.

31 Data Protection and Data Privacy

31.1 To the extent that one party ("Data Supplier") passes to the other party ((Data Receiver") any Personal Information or Sensitive Personal Information (as defined in the IT Act 2000) pursuant to this RFP : The Data Supplier represents and warrants that: it shall notify the individuals of the circumstances and purposes of collection and processing of data, through a Data Processing Agreement to be executed later, and has obtained such permissions and consents required to enable both parties to use, disclose or transfer such

Personal Information or Sensitive Personal Information including disclosure and transfers to third parties as required to provide the Services and transfers to territories outside of the Territory) in connection with the Services and any other purposes as stipulated in this RFP; and if the Data Supplier receives any requests as described in clause below which may be relevant to the Data Receiver, it shall notify the Data Receiver of any such requests in a timely manner and must ensure its websites include adequate privacy policies at all times.

31.2 The Data Receiver agrees that it shall, process the Personal Information in accordance with Data Supplier's reasonable instructions; provide reasonable assistance to Data Supplier to respond to/ correct an error or omission in personal Information or to withdraw consent to the collection, use or disclosure of Personal Information under this agreement. **That the instructions for the purpose of processing of data shall be performed in consonance with a Data Processing Agreement, to be executed later, between both the Parties.**

31.3 In the event of any breach of Clauses 31.1 and 31.2, that at BECIL shall have the right to terminate the work order issued to the selected agency.

32 Signing of an agreement

A Service Level Agreement may be executed by BECIL with the selected agency (Prior to issuance of the work order).

Part- IV

Special Conditions applicable to this RFP

NOTE- The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. Performance Guarantee:

The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a Commercial Bank in India for a sum equal to 5% i.e. INR 90,00,000/- (Indian Rupees Ninty Lakhs only) of the contract value within 15 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty or the expiry of the contract, whichever is later.

2. Payment Terms:

2.1 Invoices are to be raised by the Bidder/ selected agency on a monthly basis:

On submission of original tax invoice, a copy of GST Undertaking & Certificate duly filled, signed and stamped, along with the monthly attendance duly verified by the respective department of the Gujarat (wherever applicable), has to be submitted to BECIL.

2.2 TERMS & CONDITIONS FOR PAYMENTS:

2.2.1 The payments terms between BECIL & selected agency are on back-to-back basis and the payment shall be released by BECIL after deducting BECIL's margin and applicable deductions, only if and when received by BECIL from our client (DoI-GoG) and subject to terms & conditions of the RFP and submission of complete required documents.

2.2.2 Selected agency will not demand or make any claim under any law with respect to the pending payment till the time corresponding payment is received by BECIL from the DoI-GoG. BECIL shall not be responsible in any manner whatsoever for any delay in releasing the payments or withholding of payments by the Client (DoI-GoG).

2.2.3 The (day) date of rendering of services by selected agency shall be the date of realization of payment from the client once the services are accepted by client.

2.2.4 The monthly invoices raised by selected agency may be accepted by BECIL, however, the date of completion of the deliverables of services shall only be recognized for invoice and its payment when the respective acceptance of services and payment thereof is received from the Client (DoI-GoG).

2.2.5 If in the instant contract, selected agency is acting only as trader / reseller / distributor/ authorized agents and/ or is engaged in a WORKS contract, no benefits under MSME Act 2006 and PPP Policy 2012 as per MSE Guidelines issued by Ministry of MSME would be applicable to it on account of acceptance of back-to-back payment terms as above.

2.2.6 The successful bidder shall pay the Remuneration within 01st to 07th day of every month to the deployed manpower.

2.2.7 By agreeing to the terms of RFP, the selected agency agrees to forgo its rights under this Act and Policy.

2.3 Tax Invoice

All Tax invoices should be raised in the name of:

Broadcast Engineering Consultants India Limited
C-56, A/17 Sector 62 Noida-201301
BECIL GST: 09AAACB2575L1ZG

Note:

(i) Along with Invoice, a copy of GST Undertaking & Certificate duly filled, signed and stamped has to be submitted to BECIL as per format enclosed.

(ii) All the tax invoice must be raised ONLY after the completion of work along with supporting documents. Invoice received without completion of respective work will not be considered.

(iii) Selected agency hereby agrees to ensure timely GST compliances as per the statutory requirements. All the costs pertaining to any GST non-compliance including but not limited to any loss of eligible input tax credit due to non-payment/non-filing of GST return and applicable interest/penalties shall be borne/indemnified by selected agency. Further, selected agency hereby agrees that BECIL reserves the right for reimbursement of any such cost incurred out of the aforesaid noncompliance(s). Selected agency will provide proof of payment of GST i.e. GSTR-1, GSTR-3B, etc. for taking GST payment from BECIL against invoices.

3. Mobilisation Advance: No advance payment(s) will be made.

4. Required submission of documents for processing of Payment

The payment of bills will be made on submission of the following documents by the Seller along with the bill:

- 4.1. Commercial Tax invoice in two copies
- 4.2. Proof of payment such as GST challan,
- 4.3. Proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc (if applicable).
- 4.4. Exemption certificate for taxes/duties, if applicable.
- 4.5. Bank guarantee for advance, if any.
- 4.6. Copy of Performance Bank guarantee.
- 4.7. Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code.
- 4.8. User Acceptance/Performance Certificate by User/BECIL.

5. Insurance:

- 5.1. The Supplier shall, at its own cost, arrange and maintain adequate insurance coverage for the goods/equipment from the point of issuance of work order dispatch until delivery at the Purchaser's designated site, including unloading, storage, handling, installation, testing, commissioning, and final acceptance by the Purchaser.
- 5.2. The insurance shall be on an **"All Risks" basis** (including transit risks, fire, theft, burglary, handling damage, natural calamities, and other accidental damage) for an amount not less than the full contract value of the goods/equipment
- 5.3. Where the scope of work involves erection, installation, testing, or commissioning, the Supplier shall also arrange **Erection All Risks (EAR) or Contractor's All Risks (CAR)** insurance, together with **third-party liability** coverage as per statutory requirements, to remain valid until completion of all contractual obligations and final acceptance by the Purchaser
- 5.4. Proof of valid insurance policies, along with evidence of premium payment, shall be submitted to the Purchaser prior to dispatch of goods. Failure to maintain the required insurance shall not relieve the Supplier of any responsibility or liability under the Contract, and the Supplier shall make good any uninsured loss, damage, or liability at its own cost without delay.

6. Period of Contract:

- 6.1. The Contract shall commence from the date of issuance of the Work Order ("Effective Date") and shall remain in force for a period of one (01) year.
- 6.2. The Seller shall be obligated to provide uninterrupted services during the entire Contract Period in strict conformity with the quality, performance, and service standards stipulated in the Request for Proposal (RFP) and the executed Contract.

7. CONSORTIUM: ALLOWED

7.1 In case of a Consortium, a Power of Attorney from the Board of Directors/ Chairman/ CEO/ MD/ Company Secretary of each Member of the Consortium respectively, authorizing the designated employee(s) of the Lead Member to sign the bid and indulge in all related communications, agreements, and documents, and to act on behalf of the Consortium for this RFP, shall be submitted.

7.2 The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidders Consortium.

7.3 Bids from consortium of maximum three (03) members including a "Lead bidder" are acceptable provided that they jointly fulfil the qualification criteria and requirements stated in the Tender Documents. Participating Consortium shall submit the Agreement as per the format attached, clearly defining the roles and responsibility of each member. Members of consortium shall assume responsibility jointly & severally. The bid security /

EMD shall be submitted by the Lead Member of the Consortium. In case Consortium is found to be winner in tendering process, the work order shall be awarded to the Lead Member. BECIL will address all communications only to the Lead Member of the consortium. It is the responsibility of lead bidder to share the details of escrow bank account of members of Consortium, for the release of applicable payments for this Project.

7.4 Escrow Account : An escrow account is to be opened by the Consortium Members, BECIL will accept invoicing only from the lead member of the consortium and payment will be made by BECIL into the Escrow account of the Consortium members.

7.5 The Consortium Agreement must clearly define the Consortium Leader, who shall be responsible on behalf of the Consortium during the period of evaluation of the bid as well as during the execution and timely completion of all the contractual obligations and shall receive/ send instructions for and on behalf of the Consortium.

7.6 A Consortium once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the Consortium or their respective roles/ scope of supply/work, except with prior written approval of BECIL. If during the evaluation of bids, a Consortium proposes any alteration/ changes in the orientation of Consortium or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such Bidder shall be liable for rejection.

7.7 Any member of the Consortium shall not be eligible either in an individual capacity or be a part of any other Consortium to participate in this tender. Further, no member of the Consortium should have been put on 'Holiday' or banned/blacklisted by BECIL or any other Central or State Government department or Public Sector Undertakings or Autonomous Bodies, as on the due date of submission of bid. Offer submitted by such Consortium shall not be considered for opening/evaluation/Award.

7.8 All the members of the Consortium shall be jointly and severally responsible for the Project execution, and cannot disown the Project at any instance of time. In case of any such liability transfer noticed, BECIL may revoke the PBG submitted by the lead bidder.

7.9 In the event of default, negligence, or non-performance by any consortium partner, the remaining partner(s) shall be jointly and severally liable if such act hampers the Project or affects the performance of obligations under this Agreement.

7.10 The bidder consortium shall submit a Consortium Agreement specifying the Lead Bidder and clearly outlining the roles and responsibilities of each consortium partner.

Part- V
Annexures

SCHEDULE OF REQUIREMENTS

(COVERING SCOPE OF WORK, BOQ, FUNCTIONAL REQUIREMENTS, TECHNICAL SPECIFICATIONS, ETC.)

The scope of work of the selected agency, under Category B

Category B team will manage the social media handles of the 21 Major Departments of government of Gujarat. These teams will be stationed at respective designated departments.

Category A:

1. Objectives of Engagement

The primary objectives of this scope include:

- I. Creative content generation, recreate or convert the content and repackage the available content. The content may be of various forms such as videos, images, graphic, etc.
- II. Trend monitoring, spot and flag emerging trends.
- III. Promotion of Content to increase reach
- IV. Citizen Engagement
- V. Giving periodic new look & feel to social media handles in form of artwork, creative, theme etc.
- VI. Strategising and Managing Social media platforms including Facebook, Instagram, Twitter, YouTube etc.
- VII. Daily coordination with Department for submitting MIS reports.
- VIII. Must maintain regularity in daily post frequency across social media platform
- IX. Daily content creation and posting
- X. Neutralize negative stories and propagate positive narrative of the Department
- XI. Fact checks on social media posts and neutralizes false information

2. Comprehensive Social Media Management

This will include end-to-end management of official handles on platforms such as Facebook, X (formerly Twitter), Instagram, YouTube, and any other emerging or relevant digital platforms, as identified by the Department.

- I. Daily Content Creation & Curation: Producing engaging, informative, and creative content (text, images, graphics, audio, video, 2D-3D animation, cartoons, illustrations, memes, graphical content, etc.) in Gujarati, Hindi, and English.

II. Platform-Specific Strategy: Tailoring content and tone to suit each platform’s audience, leveraging formats like reels, carousels, infographics, stories, shorts, and polls.

III. Innovative Campaigns: Executing thematic campaigns, calendar-based promotions, hashtag trends, quizzes, and other digital activities.

IV. Live Event Coverage: Promoting events and key announcements through real-time updates, live streaming, or short turnaround content.

V. New Look & Feel: Periodically refreshing the appearance of social media pages with updated banners, profile designs, highlight icons, etc., in line with campaign themes.

VI. Hashtag, Influencer & Trend Strategy: Develop and implement SEO integrated strategies that leverage trending hashtags, influencer partnerships, and viral content to amplify government messaging. This includes:

- a. Trend & Hashtag Monitoring: Track and promote relevant social media trends and hashtags to boost visibility.
- b. Influencer Engagement: Identify and collaborate with influencers to extend reach and build trust with target audiences.
- c. Curated & Viral Content: Share curated content that aligns with government goals and seed content across platforms to encourage organic virality.

VII. Real-Time Engagement: Actively engage with audiences during live events and content rollouts to foster community and drive interaction.

VIII. Copyright Compliance & Content Integrity: The agency shall ensure that all electronic content—whether text, photo, video, or otherwise—is appropriately marked for copyright wherever applicable. It shall actively monitor, prevent, and report any unauthorized use or reproduction of the department’s digital assets. Key responsibilities will include:

- a. Content sanitization, formatting, and timely uploading across platforms.
- b. Accurate tagging and categorization of posts and articles for better discoverability and archival.

IX. Crisis Communication, Management & Narrative Control: The agency shall proactively monitor social media and news platforms to detect and respond to potential crises or false narratives that could impact the reputation of the Government of Gujarat. A dedicated Quick Response Team (QRT) will:

- a. Identify and neutralize misinformation or misleading content through timely, fact-based messaging.
- b. Formulate strategic responses to prevent the spread of panic or misperception.
- c. Manage public narratives during sensitive situations while maintaining transparency, accuracy, and public trust.

d. Continuously safeguard the government's image through vigilant monitoring, narrative correction, and real-time engagement.

X. Online Reputation Management & Social Listening: Implement a comprehensive strategy to monitor and strengthen the Government of Gujarat's digital presence using industry-standard social listening tools. This includes:

- a. Real-time tracking of mentions, conversations, and sentiment across platforms.
- b. Monitoring trends, public queries, and reactions to key campaigns and initiatives.
- c. Generating insight-based reports on engagement, reach, and public sentiment.
- d. Moderating platforms to remove spam, offensive content, and unauthorized promotions.
- e. Submitting a fortnightly report summarizing key findings and recommended actions.

XI. Creation of New Handles: Platform setup, branding, and content seeding for newly created government handles, if any.

XII. Translation and Subtitling: Multilingual translation for key content to ensure wider reach.

XIII. Coordination: Regular coordination with the Chief Minister's Office (CMO) and the Directorate of Information to ensure alignment of messaging, approvals and timely dissemination of official communication.

3. Reporting and Documentation

Transparency and accountability will be ensured through regular, structured reporting. The agency will be responsible for submitting the following, in close coordination with the Directorate of Information:

I. Inception Report: To be submitted within two weeks of contract initiation, outlining the agency's approach, methodology, execution timelines, and deliverables.

II. Monthly Review Meetings: The agency shall organize monthly debriefing sessions with the designated Director of Information or Officer-in-Charge to review on-going activities, address challenges, and align communication priorities.

III. Monthly Performance & Effectiveness Report: A comprehensive report to be submitted every month, capturing a detailed summary of all activities undertaken, along with platform-wise engagement metrics, reach, impressions, content outreach, follower growth, performance highlights, sentiment analysis and analysis of campaign effectiveness and audience engagement trends.

IV. Project Completion Report: To be submitted one month before the contract's conclusion, this report will provide a consolidated review of the project's impact, key achievements, challenges encountered, and strategic recommendations for future engagement.

V. Sentiment Discrepancy Alerts: The agency shall continuously track public sentiment across social media platforms and promptly report any significant shifts, unusual trends, or spikes in negative feedback to the concerned authorities at respective time for review and response.

VI. Content Storage:

a. The agency shall maintain a systematic archive of all raw and processed content, including video footage, creatives, and multimedia assets. A digital copy of the archived material is to be submitted quarterly to Directorate of Information, in an organized and accessible format.

b. All archived content must be retained and made available on the designated server.

c. A high-quality Creatives/Photos Bank must be developed, containing properly catalogued, high-resolution images and graphics capturing prominent events and government activities.

4. Content Creation Guidelines

Content should reflect the ethos of the Government of Gujarat—credible, compassionate, inclusive, and forward-looking. The agency must:

I. Maintain grammatical accuracy and cultural sensitivity.

II. Use copyright-cleared material only. The agency will be solely responsible for any legal disputes regarding content.

III. Ensure accessibility across devices and browsers.

IV. Align messaging with the Directorate's overall media plan and current context.

5. Ethical, Legal, and Professional Standards

The agency is expected to uphold the highest ethical and professional standards by:

I. Adhering to the IT Act, data privacy laws, and content guidelines as applicable.

II. Avoiding politically sensitive or potentially inflammatory content unless explicitly approved.

III. Maintaining neutrality, factual accuracy, and non-partisanship in all communications.

IV. Coordinating closely with designated government officials and keeping them informed about all outreach activities.

6. Coordination and Meetings

- I. The agency shall attend regular coordination meetings (weekly/bi-weekly/monthly) as decided by the Directorate.
- II. Feedback mechanisms shall be institutionalized through emails or project management tools.
- III. The agency will provide instant support in times of crisis, emergencies or high-value events.

Manpower Requirement:

S No.	Profile	Work	Eligibility & Experience
1.	Social Media Team Leads (Graphics, Content, Video, QRT, Monitoring, Research, Influencers, etc.) Tentative Posts- 21	Lead vertical-specific teams and coordinate delivery	<ul style="list-style-type: none">Graduate (preferably PG in communication/marketing); 5+ years experience in digital content, tools, trends
2.	Graphics Designer Tentative Posts- 21	Develop artwork, visuals, creatives for social media	<ul style="list-style-type: none">Graduate; diploma in graphic design/animation; 3+ years experience with tools like Photoshop, Illustrator, InDesign
3.	Video Editor Tentative Posts- 21	Create videos, motion graphics, animations	<ul style="list-style-type: none">Graduate with diploma in video editing/animation; 3+ years experience; proficient in Adobe Premiere Pro, After Effects
4.	Content Writer (Hindi/English/Gujarati) Tentative Posts- 21	Write and edit social media content	<ul style="list-style-type: none">Postgraduate in Hindi/Pol. Sci./Journalism; 3+ years of editorial experience with PR/media/government

IMPORTANT:

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

2. The location of deployment of the proposed resources will be in Gujarat or anywhere in India as required by DoI GUJARAT. BECIL and DoI GUJARAT may demand additional manpower, if need be, on the same terms and conditions. The DoI GUJARAT will provide seats for 100% of resources at an appropriate physical office in Gujarat.

3. The agency must ensure that the onsite deployed resources have their own technology supplies like laptop, necessary software, etc., to perform day-to-day tasks.

NOTE:

1. The agency must study the current/past content strategy of all listed social media handles to understand the scale, vision, purpose & the positioning and identify new ways to elevate its social media outreach efforts.

2. The agency must mandatorily comply with all statutory compliances as per Contract Labour (Regulation and Abolition) Act 1970, Payment of Gratuity Act, 1972, Payment of Bonus Act, 1965, Maternity Benefits Act 1961, EPF Act 1952, ESI Act 1948, or other relevant/ applicable statutory rules, regulations, and their amendments promulgated from time to time, in respect of all manpower deployed/ employed by the agency for the purpose of this project. The agency will be required to submit relevant proofs of compliances with such acts/ regulations to BECIL, whenever mandated/ requested by BECIL.

3. The team /manpower deployed by the agency must be available, capable and equipped to respond 24x7, keeping in mind the mandate & objective of social media outreach efforts and its time sensitive ecosystem. The agency is expected to perform tasks as listed in the 'scope of work' above.

DUE DILIGENCE QUESTIONNAIRE**(To be submitted by each member of consortium)**

Ser. No.	Questionnaire	Response from the Company
BACK GROUND DUE DILIGENCE		
1.1	Where and when was the corporate entity formed?	
1.2	Who formed the corporate entity?	
1.3	Does it have any subsidiaries, connected companies, affiliates or holding companies?	
1.4	Does it participate in any joint ventures?	
1.5	Who is the ultimate parent company?	
1.6	provide a group company /firm chart IF ANY	
CORPORATE DUE DILIGENCE		
2.1	Is the Company/Firm or any current connected party a director/officer/principal of any other company of business? If so, please provide the names of the companies and business.	
2.2	Does the Company/Firm or any current connected party own 5% or more in any other company or business? If so, please provide the names of the companies and business.	
2.3	Who are the directors, officers & principals of the Company/Firm? What are their full names, nationalities, occupations, addresses and passport/national ID number? What are their ownership interests in the Company? Please provide details.	
2.4	Who are the shareholders of the Company/Firm? If different, who are the ultimate beneficial owners of the Company/Firm? What are their full names, nationalities, occupations, addresses and passport/national ID numbers? What are their ownership interests in the Company? Please provide details.	
2.5	Is the Company/Firm regulated by any government agency? If so, please provide the names of the regulator or government agency.	
2.9	Is the Company/Firm publicly owned or traded on any exchange? If so, please provide the name and country of the stock exchange.	

OPERATION DUE DILIGENCE		
3.1	Does the Company/Firm have an office or business facilities in India? Please provide the address for each office and business facility?	
3.2	Does the Company/Firm have employees or staff? If yes please provide details.	
3.3	Does the Company/Firm have necessary capabilities for communication in English Language?	
3.4	(d) Do any government official, candidates for public office or officers or employees of a political party have any direct, indirect or beneficial interest in the subcontractor or consultant?	
COMPLIANCE DUE DILIGENCE		
4.1	Has the Company/Firm or any connected party ever held any position in government or governmental organisations?	
4.2	Has the Company/Firm or any connected party ever had close contacts with or within government?	
4.3	Has the company/Firm or any connected party ever been a party official, a political candidate or a member of a political party?	
4.4	Has the Company/Firm or any connected party ever had any close contact with a party official, a political candidate or a member of a political party in India?	
4.5	Has the Company/Firm or any connected party ever had occasion to provide gifts, entertainment, or business courtesies to a government official, a candidate for public office, or an official or employee of political party?	
4.6	Has the Company/Firm or any connected party ever given, offered, or promised to give, money or anything of value directly or indirectly to a government official, a candidate for public office or an official or employee of a political party for any reason (for example, to obtain or retain business?) in India?	
4.7	Has the Company/Firm or any connected party made any contribution to candidate for public office or to a political party within the past 5 years?	
4.8	Has the Company/Firm or any connected party ever been arrested, charged or convicted or a crime?	
4.9	Has the Company/Firm or any connected party ever been under investigation by a government or government agency?	
4.10	Have there ever been allegations, including, in the media, of illegal, improper or unethical conduct made against the Company/Firm or any connected party?	

4.11	Has the Company/Firm or any connected party ever been barred or disqualified from doing business with a government department, government agency or by an enterprise owned by the government or an enterprise performing a governmental function?	
4.12	Has the Company/Firm or any connected party ever been terminated or not renewed by client because of ethical or legal concern?	
4.13	Has the Company/Firm or any connected party ever been subject to an investigation by a client because of ethical or legal concerns?	

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

(on Rs 100 Non Judicial Stamp Paper)

Bank Guarantee No. -----

Ref. No.

To

Broadcast Engineering Consultants India Limited

14B IP Estate , Ring Road

New Delhi.

Dear Sir,

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

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

The Conditions of obligations are-

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

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

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

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

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

6) Notwithstanding anything contained herein above.

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

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

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

Dated the day _____ (year)

PERFORMANCE BANK GUARANTEE FORMAT

(on Rs 100 Non Judicial Stamp Paper)

No.....

Dated:.....

To,

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

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

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

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

- (i) Any dispute or difference between the Purchaser or the supplier or any other person or between the supplier or any person or any suit or proceeding pending before any court or tribunal or arbitrator relating thereto, or
- (ii) The invalidity, irregularity or unenforceability of the contract or
- (iii) Any other circumstances which might otherwise constitute discharge of this guarantee including any act or omission or commission on the part of the Purchaser to enforce the obligation by the Purchaser or any other person for any reason whatsoever.

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

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

6. We _____ further agree with Purchaser that the Purchaser shall have the fullest liberty without or consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said suppliers from time to time or to postpone from any time or from time to time and of powers exercisable by the Purchaser against the said suppliers and forbearor enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said suppliers or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said suppliers or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

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

9. Notwithstanding anything contained herein above.

i. Our liability under this guarantee shall not exceed _____)

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

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

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

UNDERTAKING OF “NO CONFLICT OF INTEREST”

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

(To be submitted by each member of consortium)

Ref. No.

Date:

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

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

Dear Sir,

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

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

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

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

For M/s _____(Name of the Bidder)

Signature & company seal

Name

Designation

Email

Mobile No.

Bid Security Declaration Form
(Applicable only for MSME & Startups):
<To be submitted in company's letterhead>

To,

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

Subject: Bid Security Declaration form for (work name) vide Ref. No. dated

Dear Sir,

We, the undersigned, solemnly declare that:

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

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

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

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

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

Sincerely,

(Signature with date)

.....

(Name and designation)

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

[name & address of Bidder and seal of company]

Dated on [insert date of signing]

Place [insert place of signing]

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.

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/ Buyer (BECIL) may, at its discretion, appoints competent and credible Independent External Monitor for this contract. 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 will not be 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).

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.

8.3. 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.

8.4. 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 non-binding 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.

8.5. 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.

8.6. 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.

8.7. 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

FOR AND ON BEHALF OF PRINCIPAL

Annual Turnover & Net worth

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

To
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	2022-23			
2	2023-24			
3	2024-25			
	Average			

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

Signature of Chartered Accountant with UDIN No.

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Undertaking for Bid Validity

(To be submitted by lead member of consortium)

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

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

I/We hereby submit our Bid and undertake to keep our Bid valid for the period of 180 days from the date of submission of the Bid.

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

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Bid Covering Letter

(To be submitted by lead member of consortium)

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

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

Dear Sir/Madam,

We, the undersigned, offer to provide Systems Implementation solutions/ services 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 RFP document.

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

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Self-Declaration for Non Blacklisting

(On Rs. 100 non-judicial stamp paper)

Date:

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

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

Subject: Undertaking for Black listing.

Dear Sir,

This undertaking is in reference to the above mentioned tender for

In this regard, we, M/s _____ (Name of the Bidder) having registered office at _____ (address of the Bidder) hereby certify that we have not been debarred/black-listed by any PSU / Autonomous Body / central/state Government Agency.

For M/s _____ (Name of the Bidder)

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

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

on Rs. 100 Stamp Paper (Notarized)

KNOW ALL MEN BY THESE PRESENTS,

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

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

For Name of Bidder,

Accepted

Witnesses:

1. (Notarized)

PRICE BID FORMAT

[The manpower (rates as well as quantity) is based on the requirement at present, and the same may vary/change during the duration of the contract as per the project requirement]

Sl. No.	Role	Qty.	Total Effort in Man Month	Man Month Cost in INR	GST in INR	Total Cost (including GST) in INR
		A		B	C	D=A*(B+C)
1	Social Media Team Leads	21	12 Month			
2	Graphic Designer	21	12 Month			
3	Video Editor	21	12 Month			
4	Content Writer	21	12 Month			
Grand Total for the Project (including GST)						

NOTE:

- Bidder need to quote the **rates as per the Bill of Quantity (BoQ) format provided** on GeM Portal (inclusive of taxes).
- Rate to be quoted in INR only. **“Grand Total for the Project (including GST)”** quoted in BoQ will be considered for the selection of lowest bid (L1).
- Bidder should NOT quote the financial cost / financial figures / rates in the technical bid in any case.
- The agency must ensure that the onsite deployed resources have their own technology supplies like laptop, necessary software, etc., to perform day-to-day tasks.
- **No separate charges will be paid beyond this BoQ.** Bidder must ensure that all the charges including miscellaneous activities to be carried out at site for the completeness of the Project are been considered and factored in the Bill of Quantity.

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

This Undertaking is made on this day of, 2026, 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
2. BECIL through this RFP intends to on-board on agency / agencies for the work.
3. As per the terms of the RFP, 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 RFP process.

Signature & Stamp of Bidder

LAND BORDER DECLARATION CERTIFICATE

(To be submitted by all members of consortium)

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

Tender Document No: Date:

Bidder's Name, Address & contact details:

Bidder's Reference No. Date:

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

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

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

Penalties for false or misleading declarations:

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

(Signature with date)

(Name and designation)

Duly authorized to sign Bid for and on behalf of

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

Mobile No.

NON-DISCLOSURE AGREEMENT

This Confidential Information & Non-disclosure Agreement (“Agreement”) is entered into this _____ day of _____ 2017 (“effective date”) by and between **Broadcast Engineering Consultants India Limited, A Government of India Enterprise, a Government Company registered under the Companies Act, 1956/ Companies Act 2013** under the aegis under Ministry of Information and Broadcasting and having its head office at 14-B, Ring Road, I.P. Estate, New Delhi – 110002 (hereinafter referred to as “BECIL”).

And

_____, a company with its registered office at _____ (hereinafter referred to as “YYY”)

RECITALS

A. The parties are desirous of entering into a pre bid agreement to collaborate _____. YYY understands that in the course of the negotiations it may be privy/exposed to certain data and other information of confidential nature, including proprietary information, trade secrets, intellectual property, technical data, market and commercial information and materials of **XXX**.

B. “YYY” acknowledges that the unauthorized use or disclosure of such information may result in serious and irreparable damage and loss to “XXX” or its clients.

C. “YYY” considers and agrees that all such information may be highly confidential property and trade secret and that the “YYY” will handle all such information on strictly confidential basis, in accordance with the terms of this agreement and for the objective set forth herein.

AGREEMENT

Now thereof, in consideration of the terms covenants conditions, promises, provisions and agreements contained herein, the need and sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. As used in this agreement, the terms “Confidential information” includes, but is not limited to all of the following information, whether or not reduced in writing and that “YYY” learns of or becomes acquainted with as a direct or indirect result of the exchange of information and data, as more specifically set forth in this agreement :

(a) Discoveries, concepts, innovations & ideas (including, but not limited to, the nature and results of research, survey and development activities), processes, formulae technologies, know-how, designs, plans and specifications.

(b) Marketing and commercial techniques, purchasing information, pricing information, procedures, financial information, customers names and job description, role and abilities, customer information, supplier agreements and information, and data and other information or material relating to the manner in which "XXX" or its clients plan/do business.

(c) Marketing strategies and plans, sales strategies and plans, business strategies and plans, financial strategies and plans, product and service strategies and plans, research and development plans, methodology adopted and planned and all other plans & strategies of "XXX" or its clients.

(d) Proprietary rights, trade and business secrets, intellectual property, agreements contracts, licensed, proposals, budgets, forecasts, projections, personal & business contacts and any other related information or material relating to the existing and future business to others.

(e) Any of the information or materials described herein which is the property of any others person or entity which has revealed or delivered such information or material to "YYY" pursuant to the contractual relationship with "XXX" and or otherwise in course of interaction between "XXX" and its clients.

(f) All information of which the unauthorized disclosure could be detrimental to the interest of "XXX" or its clients, and will include any and all information described herein whether or not such information is identified or marked "Confidential".

2. As used in this agreement, the term "Confidential information" will not include:

a) Information which at the time of disclosure, was published, known publicly or otherwise in the public domain;

b) Information which, after disclosure, is published, becomes known publicly, or otherwise becomes part of the public domain through no fault of the "YYY"

c) Information which, prior to the time of disclosure, known to the "YYY" as evidence by its written records;

d) Information, which is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body. However, in the event of a disclosure under this subsection 2(d), the "YYY" will give the other party written notice of such order or requirement as soon as practical prior to the disclose of the Confidential Information to permit such party to make to assure its confidentiality.

3. "YYY" will use such Confidential information only for fulfilling the responsibilities assigned to it by "XXX", unless otherwise agreed to in writing by the parties to this Agreement, and will use the same degree of care it uses to protect and safeguard the Confidential Information to any person or persons outside of "XXX" or its clients and will only disclose such Confidential Information to those in-house personnel who have executed a confidentiality agreement wherein they agree, as the parties hereto agree, to not disclose the Confidential Information. In case "YYY" desire to disclose the Confidential Information to any non-in-house personnel (a "third party"), "YYY" will do so only with restrictions similar to those contained in this Agreement and only after obtaining written consent of such disclosure from "XXX". "YYY" will take such degree of care as is reasonable to protect the confidentiality of the proprietary and Confidential Information.

4. At all times during the term of the Agreement, and at all times after the Agreement in terminated, regardless of how termination occurs (whether at the instance of any party hereto, by court order, or otherwise), the parties agree that the confidential information is, and at all times will be confidential and proprietary to "XXX" and to its clients. "YYY" at all times during the validity of this Agreement and at all times after the termination of this Agreement, will use the same standard of care to protect the Confidential Information received from "XXX", as it uses to protect its own confidential material. After the agreement is terminated, "YYY" agrees to return to "XXX", all the confidential information, and all copies thereof (if Any), disclosed pursuant to this agreement. The parties expressly agree that the provisions of this paragraph 4 will survive any termination of the agreement, and will be binding on "YYY" for so long as "XXX" regards the confidential information that they disclosed as proprietary and/or confidential and the disclosure of the same to any party without any proper written authorization could be detrimental to the business interest of "XXX" or its clients.

5. The parties hereto understand that this agreement does not constitute a license to use the confidential information other than as specified for the objectives set in herein as per the Recital, Para A.

6. This document contains the entire Agreement between the parties as to the subject matter hereof and supersedes any previous or contemporaneous understandings, commitments, or agreement, oral or written, as to such subject matter, and applies to all previously disclosed " Confidential Information ", if any,

7. In case of any dispute between the parties hereto, arising under this Agreement, the prevailing party in any such action will be entitled to recover its actual attorneys' fees and costs incurred in good faith, without any references or limitation imposed by any court schedule, in addition to any other relief to which that party may be entitled.

8. The terms of this Agreement may only be modified by an Agreement in writing signed by the parties hereto.

10. This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

11. This Agreement shall stand valid and enforce during the course and effect, and the period of contractual arrangement between “XXX” and the “YYY” for the objective outlined in the Recitals, Para A, of this agreement, and three year thereon from the completion of the objectives of the said contract/employment.

12. The individuals executing this Agreement represent that they have the authority to execute this Agreement and to bind the undersigned to this Agreement to the terms hereof.

13. The laws of India will govern this Agreement.

In witness thereof, the parties hereto are duly authorized and cause this Agreement to be executed.

Executed this day _____ of _____ 2008 Place _____

For “XXX”

“YYY”

POWER OF ATTORNEY (FOR CONSORTIUM) ON RS. 100 STAMP PAPER (NOTARIZED)

[Applicable where consortium is allowed]

WHEREAS, M/s Broadcast Engineering Consultants India Limited is **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 and Corporate office at

That M/s BECIL floated a tender document numbered Ref. No. Dated:, for the

WHEREAS **M/s.**, and **M/s.** **[Insert names of all Members of Consortium]**, the members of the Consortium are desirous of submitting a Bid in response to the Tender **No.**, **dated:**, if selected, undertaking the responsibility of implementing the Project as per the terms of the Tender;

WHEREAS the Consortium Members have agreed under the Consortium Agreement dated (*The date of "Consortium Agreement"*), entered into between M/s and submitted along with the Bid to appoint M/s as the Lead Consortium Member to represent the Consortium for all matters regarding the Tender and the Bid;

AND WHEREAS pursuant to the terms of the Tender and the Consortium Agreement, we, the Members of the Consortium hereby designate M/s as the **Lead Consortium Member** to represent us in all matters regarding the Bid and the Tender, in the manner stated below:

Know all men by these presents, we do hereby constitute, appoint and authorize M/s *[Insert name and registered office address of the Lead Consortium Member]*, which is one of the Members of the Consortium, to act as the Lead Member and our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of Consortium's Bid in response to the Tender issued by M/s Broadcast Engineering Consultants India Limited including signing and submission of the Bid and all documents related to the Bid as specified in the Tender document, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document, which M/s Broadcast Engineering Consultants India Limited may require us to submit.

The aforesaid attorney shall be further authorized for making representations to M/s Broadcast Engineering Consultants India Limited and providing information/ responses to it

and representing us and the Consortium in all matters before That M/s Broadcast Engineering Consultants India Limited named in the Tender, and generally dealing with all the matters in connection with the tender till completion of the bidding process as well as implementation of the Project, if applicable, in accordance with the Tender.

We, as Members of the Consortium, hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the Tender. Insert the name of the executant Consortium Members] through the hand of Mr./ Ms. duly authorized by the Board to issue such Power of Attorney.

Accepted

[Signature of Lead Consortium as Attorney]

.....

[Signature of Authorized Representative as Executant]

[Name of Authorized Representative]

[Designation of Authorized Representative]

.....

[Signature of Other Consortium Member]

[Signature of Authorized Representative as Executant, of other Consortium Member]

[Name of Authorized Representative]

[Designation of Authorized Representative]

Witness

1.

2.

Attested: [Signature]

Date:

(Notary Public)

Place:

Consortium Agreement

(On Rs. 100 Non-Judicial Stamp Paper duly notarized by the Notary Public)

This Consortium Agreement is executed at Delhi on this -----2026 (“Effective Date”).

AMONGST

-----Private Limited, a which is a Private Limited Company, incorporated under the provisions of the Companies Act 1996, with its registered office at -----primaryily engaging in the business of ----- (Hereinafter referred to as "----- or Lead Member"), acting through ----- authorized vide a Board Resolution dated -----which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns.

AND

M/s -----Pvt. Ltd. A company registered under the provisions of Companies Act, 2013, with its registered office at ----- (hereinafter referred to as “Consortium Member” or “the Second Party”)acting through ----- authorized vide a Board Resolution dated -----which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns.

The Consortium consisting of M/s ----- and M/s ----- shall be referred to as consortium, individually referred to as “Party” and collectively as “Parties”.

M/s _____ shall be referred to as the ‘Lead Member’ of the Consortium.

ARTICLE 1: PREAMBLE

WHEREAS BECIL represents that it is an ISO 9001:2015, 27001:2013, ISO/IEC 20000:2012 certified, Mini Ratna, Central Public Sector Enterprise (CPSE), falling under the purview of the Ministry of Information and Broadcasting Government of India, which was established on 24th March 1995. That BECIL provides Project Consultancy services, Turnkey solutions, System integration, Operation & Maintenance for the entire gamut of radio and television broadcast engineering. BECIL has also 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 Centre and Communication Intelligence, Third Party Audit.

WHEREAS M/s BECIL was awarded the work pertaining to the selection of agencies for the purpose of ideation, conceptualization, and publicity on social media by the Directorate of Information, Gujarat. That M/s BECIL is primarily responsible for selection, monitoring and provision of consultancy services for the scope of work to be performed by the agencies.

WHEREAS in subsequence to the award of work and execution of a Memorandum of Understanding between M/s BECIL and the Directorate of Information, Gujarat, BECIL has floated a RFP for selection of Agencies/ Bidder for the purpose of performance of scope of work as mentioned in the Annexure A attached with the RFP.

AND WHEREAS the selected Agency/ Bidders have accepted to execute the agreement, in case of award of work by M/s BECIL and undertake to abide by all terms and conditions of such agreement signed thereof.

AND WHEREAS the Lead Member & Consortium Member have jointly accepted to form a consortium to prepare and submit its competitive bid against the RFP for Selection of a Social Media Agency as per the RFP document ----- Give reference of RFP no and date

AND WHEREAS the Consortium Member has signed a Power of Attorney in favor of the-----
-----name of the company nominating ----- as the Lead Member of the consortium.

AND WHEREAS, this consortium agreement is executed solely for the purpose to bid as a consortium for the RFP issued by M/s BECIL pertaining to the hiring of a Social Media Agency.

AND WHEREAS all the parties agreed to join its hand on following terms & conditions:

1.1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the agreement documents referred to.

1.2 The following documents shall be deemed to form and be read and construed as part of this Agreement–

1.3 Power of Attorney as attached with the BECIL RFP BECIL/DGM(BP)/DOI-GOG/SMM/RFP/02.

2: GENERAL

2.1. PURPOSE

2.1.1 The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purpose of jointly participating in the bidding process for the selection of Social media agency vide BECIL RFP No. BECIL/DGM(BP)/DOI-GOG/SMM/RFP/02.

2.1.2 The Parties hereby undertake to participate in the bidding process only through this Consortium and not individually and/ or through any other Consortium constituted for this RFP, either directly or indirectly or through any of their associates.

3 OBJECT AND COLLABORATION

3.1 The object of the Consortium Agreement is to define the principles and main provisions concerning the cooperation between the Consortium Members.

3.2 The Parties/ Consortium Members agree that the bid is binding on them and has been prepared by each of them with the aim of being complete, accurate, adequate and coordinated for the purpose of execution of the Project.

3.3 The Consortium Agreement shall supersede and prevail over all previous agreements either oral or in writing in respect to the association between the parties.

3.4 The parties shall be jointly and severally liable to M/s BECIL for the execution of the scope of a work and for the completion of their respective scope of work.

4 Representation of the Parties:

The Consortium represents to BECIL that as on date of signing this Agreement:-

4.1 The members of the Consortium are 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.

4.2 That the execution, delivery and performance by each Consortium Member of this Agreement has been authorized by all necessary and appropriate corporate or governmental action, and will not, to the best of its knowledge:

- (a) Require any consent or approval not already obtained;
- (b) Violate any applicable Law presently in effect and having applicability to it;

(c) Violate the Agreement and articles of association, by-laws or other applicable organizational documents thereof;

(d) 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 any Consortium Member is a party or by which Consortium Member or any of their properties or assets are bound or that is otherwise applicable to Consortium Member:

(e) Create or impose any license, 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 Consortium Members so as to prevent such Parties from fulfilling their obligations under this Agreement.

4.3 That none of the Consortium Member has been black-listed by Central/ State Government or any other Government PSU and are not facing/ likely to face any disciplinary proceedings under Indian or under laws of any other country.

4.4 That this aforementioned RFP is the legal and binding obligation of such Parties, enforceable in accordance with its terms against it;

4.5 That there is no litigation pending or, to the best of Consortium Member'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 fulfillment of its obligations under this Agreement.

4.6 That there is no legal action/dispute initiated or pending on Consortium Members at the time of signing of this Agreement which is likely to concern or affect BECIL in any manner. If any such case is found pending, the agreement will automatically become invalid and the agency will be penalized by withholding the EMD/PBG and legal action will be initiated as deemed fit by the competent authority. All ongoing and future business association with BECIL will also be terminated.

5. PROJECT BACKGROUND AND SCOPE OF WORK

5.1 Project Background

5.1.1 That M/s Broadcast Engineering Consultants India Limited, has issued an RFP no. BECIL/DGM(BP)/DOI-GOG/SMM/RFP/02 dated 12.03.2026 for the Ideation, Conceptualization, for the effective operation and account wide publicity on social media for the Govt. of Gujarat.

5.1.2 That the aforesaid RFP No. BECIL/DGM(BP)/DOI-GOG/SMM/RFP/02 dated 12.03.2026 with all the amendments or corrigendum (as available on the BECIL website) as well as scope of work contained therein, will be carried out by the Bidder / Consortium members, in case the work is awarded to the Consortium members by BECIL.

6. Scope of Work

6.1 The Scope of work of the Parties/ Consortium will be as per Annexure of BECIL's RFP.

6.2 The Parties/Consortium shall be required to station a team of ----- members in the premises as decided by DOI-GOG within 15 days from the date of award of work. (Manpower Details at Annexure-B of the RFP Document).

7. JOINT AND SEVERAL RESPONSIBILITIES OF CONSORTIUM MEMBERS

7.1 The Members of the Consortium shall be jointly and severally responsible for due performance of the scope of work as per RFP, compliance of all the terms and conditions the RFP, in case the work is awarded to the Consortium members by BECIL, and fulfilment of all obligations arising out of or in connection with all related Corrigenda, and any other amendment, this agreement or supplementary agreement relating to performance of this agreement. Any noncompliance by either party of the Consortium shall be treated as a breach of this agreement.

7.2 All the Consortium Members hereby mutually agree that all of them shall remain as irrevocable members of this tie-up for the complete execution and completion of the BECIL Tender/Work/Project (as per scope of work mentioned in the BECIL RFP).

7.3 Each member shall be individually responsible for the entire performance of the contract as per RFP, and not merely for any portion of scope of work allocated to it under any internal arrangement among the Consortium Members.

7.4 No internal agreement, side arrangement or division of responsibilities among the consortium members shall their joint and several responsibility/liability to BECIL.

7.5 The joint and several liability of the consortium members shall survive the termination, completion, or expiry of contract/work order as per RFP, until all obligations are fully discharged.

7.6 Any internal dispute, disagreement, non-payment, allocation issue, or any other internal matter/arrangement among the consortium members shall not

- (a) relieve the consortium or any member from performance of the contract/work order
- (b) constitute a ground for extension of time or additional cost
- (c) give rise to any claim against BECIL.

8. DUTIES & OBLIGATIONS OF CONSORTIUM MEMBERS

8.1 The preparation of the bid and negotiation of the final version of the contract have been undertaken jointly by the Parties/ Consortium Members.

8.2 For the efficient execution of the project, Consortium Members would formulate a General Standards of performance. The Consortium Members shall carry out the services outlined in the scope of work with due diligence and efficiency, and shall exercise such skill and care in the performance of the services as is consistent with recognized professional standards. The Consortium Members shall act at all times so as to protect the interests of the Client, BECIL and the Consortium.

8.3 The Consortium Members have read and understood the terms and conditions of the BECIL RFP and it agree to abide by these terms and conditions.

8.4 The Consortium Members confirm that they understood on-ground technical complications and they agree to have taken into consideration the manpower required on the basis of the scope of work.

8.5 That the Consortium Members have agreed to accept all the challenges with regard to time Overrun, Cost Overrun, payment terms & Liquidated Damages & Penalties and confirm, to abide by the timeline in-case the project is awarded.

8.6 That the Consortium Members have agreed to accommodate the change in scope of work by M/s BECIL whether or not incidental and ancillary, to achieve the objective as per this RFP requirement, without any additional cost to BECIL.

8.7 The Consortium Members shall appoint adequate number of team Lead, staff, and technical team staffs as mentioned in the Scope of Work.

9. DUTIES AND OBLIGATIONS OF LEAD MEMBER OF THE CONSORTIUM

9.1 The Lead Member shall act as coordinator/single point of contact between the consortium and BECIL, for all matters related to the contract including but not limited to:-

- Communication

- Instructions
- Notices
- Submissions
- Clarifications
- Claims
- Correspondences

9.2 The Lead Member shall be solely responsible for coordinating and resolving any internal disputes, matters, disagreements or claims arising amongst the members of the consortium, BECIL shall deal exclusively with Lead Member only in respect of all such matters, and no other member shall approach or correspond with BECIL regarding any internal issue. Any communication made by Lead Member to BECIL shall be deemed to be made on behalf of, and binding upon, all members of the consortium, BECIL shall not be concerned with, nor liable for any internal dispute, allocation of responsibilities etc. among the members.

9.3 To ensure the technical, commercial and administrative coordination of the work project.

9.4 The Lead Member has been authorized by Consortium Members to receive instruction and incur liabilities for and on behalf of all parties.

9.5 In the event of project getting awarded, the Lead Member shall act as the only channel of communication between the authority of BECIL and the other Consortium Member / parties to execute the project/ Agreement.

9.6 The Lead Member shall hire two project coordinators for ----- Office to manage this project and maintain interaction with the customer/BECIL/Other Consortium Member.

10. COOPERATION OF THE TRANSACTION

10.1 All the parties agree to abide by the broad Responsibility Matrix, which is at clause 4.4 above and forms an integral part of this Agreement including all the tender terms such as General Requirements, e Commercial Aspects, Evaluation and Acceptance criteria of the RFP, etc.

10.2 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.

10.3 The cooperation for execution of the Project between the parties hereto shall be exclusive, i.e., neither of them shall without the other party's consent - alone or together with another PARTY take part in any agreement or proposal with regard to this RFP Tender No. BECIL/DGM(BP)/DOI-GOG/SMM/RFP/02.

11. PERIOD OF AGREEMENT

11.1 The agreement shall be valid from ----- till ----- ("Term") from the date of signing of this agreement ("Effective Date") or till the completion of the project & release of all payments thereof whichever is later. . All obligations hereunder shall only apply during the term of this agreement and to such obligations and commitments in relation to the Tender/Work/Project under the scope of BECIL's RFP, as may have been undertaken by the Parties during the Term with validity exceeding the Term.

12. PAYMENT AND COMMERCIAL

12.1 That the Lead Member shall Provision the EMD @----- as well as the Performance bank guarantee -@-----by virtue of being the Lead Member to M/s BECIL.

12.2 That payment for the scope of work mentioned in the Annexure A attached with the RFP shall operate on a back to back basis.

12.3 The Lead Member shall raise its invoices to BECIL, which will then raise the invoices to the Client i.e. the Government of Gujarat (on the basis of the certified report for the execution of the work and after the receipt of the relevant documentary proofs from the Consortium Members.

12.4 Upon receipt of corresponding payment from the Client, BECIL shall disburse the payment to the escrow account of the consortium within 15 days of receipt of the payment from Client after the deduction of BECIL project management and consultancy fees.

12.5 All Invoices received from the Lead Member would be inclusive of all statutory taxes/ GST. BECIL will only consider invoices raised by lead member of consortium subject to submission of all relevant documents and in case the documents are not proper, BECIL shall be liable to reject the invoices.

12.6 Notwithstanding anything contained in any other agreement, document, correspondence, arrangement between the parties in respect of BECIL RFP / Works / Projects, the Consortium Member understands, agrees and undertakes that:

(a) The Consortium has participated in BECIL RFP and that all terms & conditions of the BECIL RFP shall apply to both the Consortium Members.

(b) The payments terms between BECIL & Consortium are on back-to-back basis and the payment shall be released by BECIL only if and when received by BECIL from the Client and subject to terms & conditions of agreement and submission of complete required documents.

(c) The (day) date of delivery of goods and/or rendering of services by the Consortium Member shall be the date or realization of payment from BECIL once the goods and/or services are accepted by DOI-GOG.

(d) Consortium hereby agrees to ensure timely GST compliance's as per the statutory requirements. All the costs pertaining to any GST non-compliance including but not limited to any loss of eligible input tax credit due to non-payment/non-filing of GST return and applicable interest/penalties shall be borne/indemnified by Consortium Members. Further, consortium partners hereby agree that BECIL reserves the right for reimbursement of any such cost incurred out of the aforesaid noncompliance(s).

13. GENERAL TERMS & CONDITIONS

13.1 AGENCY

13.1.1 That all the members of the consortium shall be bound by the acts, deeds and representation of the Lead Member. That the current consortium is not an incorporated entity or an incorporated joint venture.

14. CONFIDENTIALITY

14.1 Consortium Members shall not make or permit to be made a public announcement or media release about any aspect of the Agreement unless BECIL gives its written consent.

14.2 That the Consortium Member agrees to keep confidential all information shared with it and disclose it to a third party only after taking prior written consent of each other. This clause excludes information available in public domain. The confidentiality provisions of this agreement shall remain in full force and effect during the term of this agreement and 12 months thereafter.

15. TERMINATION

15.1 That there shall be no change to the composition of the consortium during the subsistence of the term of this Agreement. That neither of the Party can terminate nor exit

the consortium, and the said exit shall only be valid once, acceptance /approval for the same is granted by M/s BECIL.

16. ARBITRATION/DISPUTE RESOLUTION

16.1 That in the event of any dispute/ conflict among the members of the consortium, the same shall be resolved /settled through the process of mutual discussion and conciliation within a period of thirty days from the date of invocation of dispute by either of the party.

16.2 That on the failure of the resolution wither of the party shall have the liberty to invoke arbitration proceedings against the defaulting party by serving a notice. That the arbitration proceedings shall be adjudicated by a sole arbitrator, appointed with the mutual consensus of all the consortium members. That the arbitration proceedings shall commence within a period of thirty days from the date of arbitration.

16.3 That Lead Member and all the member of the Consortium shall continue the performance of their respective scope of work during the adjudication of the arbitration proceedings.

16.4 That the Lead member along with the other members of the Consortium shall be jointly and severally liable to indemnify BECIL in case of any obstruction/ suspension/ delay abandonment or non-performance of the scope of work due to the invocation of arbitration proceedings.

17. INTELLECTUAL PROPERTY RIGHTS

17.1 The Consortium Member must ensure that while using any software, hardware, processes, and document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person/ Company. Consortium Member shall keep BECIL indemnified against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/ license terms or infringement of any Intellectual Property Rights by Consortium Members or their Team during the course of performance of the Services.

17.2 The Consortium would make no claim on the technology / algorithms used in servicing the clients either during the Agreement or ever later. The Parties agrees that consideration mentioned under commercial term of this Agreement is after taking into consideration the cost of intellectual property rights, if any, to be used under this Agreement and no further claim in this regard shall be entertained by BECIL. BECIL shall be kept indemnified by Consortium for any kind of breach of IPR of all the products/ services supplied by it under this Agreement.

18. INDEMNITY

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

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

19. ASSIGNMENT AND SUB-CONTRACTING

19.1 Neither this agreement nor any of the rights and obligations under it can be assigned by any party of the Consortium.

20. GOVERNING LAW AND JURISDICTION

20.1 This agreement is governed by the laws of India and each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts at New Delhi, India.

20.2 The dispute/ claims arising out of the RFP and this agreement shall be subject to the jurisdiction of the competent courts at New Delhi, India.

21. WAIVER

21.1 The failure by Parties/ Members to enforce at any time or for any period any one or more of the terms or conditions of this agreement will not be a waiver by them or of the right at any time subsequently to enforce all terms and conditions of this agreement.

22. SURVIVAL

22.1 The Rights and obligations under this Agreement shall by their nature should survive and remain in effect after termination or expiration of this Agreement.

23. VARIATION

23.1 No variation to this agreement shall be effective unless, the same is approved by BECIL and the same is recorded in writing signed by a duly authorized officer of the

24. LIQUIDATED DAMAGES

24.1 If the Consortium Member 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:

24.2 Recover from the Consortium Member liquidated damages equivalent to a sum of 0.5% of the value of the undelivered goods/services for each week of delay beyond the scheduled date of completion or delivery, subject to a maximum of 10% of the contract value or such liquidated damages as may be imposed by the BECIL (due to the failure of the Consortium Member to meet the contractual obligations)

24.3 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.

24.4 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 Consortium Member which has become due or payable.

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

24.6 Apart from the Liquidated damage, BECIL may in turn levy any other penalty that is levied on it by the Client.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Consortium Agreement as of the date first above mentioned.

This Agreement has been signed on behalf of the parties by their respective duly authorized representatives as of the Effective Date.

	M/s
By:	By:
Name:	Name:
Title:	Title:
Signature of Witness:	Signature of Witness:
Name:	Name:
Title:	Title: