

**REQUEST FOR PROPOSAL (RFP)**

*Invited for*

**Empanelment of professional agency/ies for Ideation,  
conceptualization and effective operation of account wide publicity on  
Social Media for Department of Public Relations (DPR),  
Government of Madhya Pradesh**

**RFP No. BECIL/DGM(BP)/DPR-MP/SocialMedia/RFP/01**

**Dated: 07.07.2026**

**Issued By-**

Mr. Bipin B. Pandey, DGM

 <p><b>BECIL</b> बेसिल</p>	<p><b>Broadcast Engineering Consultants India Limited</b> <b>(A Government of India Enterprise)</b> 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><b>Website: <a href="http://www.becil.com">www.becil.com</a></b></p>	
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## DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of BECIL or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP is not an agreement and is neither an offer nor invitation by BECIL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by BECIL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for BECIL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. Each Bidder should, therefore, conduct its own investigations, actual site/ facilities/location inspections and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BECIL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. BECIL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage. BECIL also accepts no liability of any nature whether resulting from negligence or otherwise 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.

### Schedule of Events

Sl. No.	ACTIVITY	SCHEDULED DATE & TIME
1.	RFP Number	<u><a href="#">BECIL/DGM(BP)/DPR-MP/SocialMedia/RFP/01</a></u>
2.	Date of Issue of RFP	07.07.2026
3.	Date of Pre-bid meeting	16.07.2026
4.	Venue of Pre-bid Meeting	BECIL Bhawan, C-56 /A-17, Sector -62, Noida 201307, U.P.
5.	Last date and Time for Submission of bids	28.07.2026 @ 12:00 PM
6.	Availability of Document	<a href="#">GeM Portal</a> and <a href="https://www.becil.com">https://www.becil.com</a> ;
7.	RFP Processing fee	INR 17,700/- (Proof of submission to be submitted in BID).
8.	EMD/ Bid Security	INR 75 Lakhs
9.	Address for Communication of bids	BECIL Bhawan, C-56 /A -17, Sector – 62, Noida 201307, U.P.
10.	Contact details for this EOI	Sh. Bipin B. Pandey, DGM Tele- 0120-4177850 <a href="mailto:Email-bipin.pandey@becil.com">Email-bipin.pandey@becil.com</a>

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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, 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 Empanelment of professional agency/ies for Ideation, conceptualization and effective operation of account wide publicity on Social Media for Department of Public Relations (DPR), Government of Madhya Pradesh**

**Request for Proposal BECIL/DGM(BP)/DPR-MP/SocialMedia/RFP/01 Dated: 07.07.2026**

1. Online bids are invited for providing equipment/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. Tender document can be viewed and downloaded from <https://www.becil.com> and GeM Portal applicability].

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

Shri. Bipin Bihari Pandey  
DGM (IT & Media)  
Broadcast Engineering Consultants India Ltd.  
C-56, / A-17, Sector-62, Noida, U.P. 201307  
Tel: 0120-4177850 Fax: 0120-4177879  
E-mail: [bipin.pandey@becil.com](mailto: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 the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

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:** 28.07.2026 @ 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 GeM Portal. A brief description is given in this RFP. However, Bidder is solely responsible to ensure all prerequisites of online bidding on GEM before bidding.
- 3. Time and date for opening of Bids:** 28.07.2026 @ 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 201307, U.P.**  
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 16.07.2026 at 15:30 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 Prebid meeting. The clarification thereof shall be published by the buyer after the Prebid meeting. No queries shall be entertained after the due date and time of receipt of Pre-Bid queries as mentioned above.
- 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](http://www.becil.com) or GeM 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 75 Lakhs along with their bids. The EMD may be submitted in the form of a Fixed Deposit Receipt, 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 shall be returned, without any interest, to the disqualified and non-empanelled bidders. The EMD of successful bidder shall be returned, without any interest, upon submission of the Performance Bank Guarantee.

- 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 MSMs shall be given as per Gol 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/RFP Processing Fee 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 RFP Processing Fee and 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 backlisted/ 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 authorised 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.

**19.** 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.

**20.** 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.

**21.** 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.

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.

## **22. Proposal Response Format:**

22.1. The Bid response must be submitted in English Only. All the documents including the supporting documents/ enclosures etc. must be Calibri/Aerial/Times New Roman, font size-12 and fully legible. Supporting documents if in a language other than English must be accompanied by 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.

22.2. 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).

**23. Instructions for Online Bid Submission:** If interested, kindly submit your offers through online bids via the E-Tendering Process specified at the GEM portal before end date/time.

## 24. PRE- QUALIFICATION ELIGIBILITY CRITERIA

Sl. No.	Eligibility Criteria	Documents to be submitted
1	<p><b>Legal Status</b></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>Certificate of Incorporation / Registration</p> <p>GST registration and PAN card.</p>
2	<p><b>Statutory Registrations</b></p> <p>The bidder shall have valid EPFO and ESIC registrations, as applicable.</p>	<p>Copy of EPFO and ESIC Registration Certificates (if applicable as per statutory provisions).</p>
3	<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>Certificate by the CA.</p> <p>Signed copy of CA certificate issued after the date of issue of RFP will be considered.</p>
4	<p><b>Blacklisting/Debarments</b></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>Self-declaration on bidder's letterhead as per the format in Annexure- K</p>
5	<p><b>Financial Capacity</b></p> <p>4.1 The bidder must have Average Annual Turnover of at least INR <b>100 crore</b> during the last <b>three</b> financial years 2022-23, 2023-24 and 2024-25 and income tax AY 2022-23, 2023-24 and 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 i.e. FY 2022-23, 2023-24 and 2024-25.</p> <p><b>NOTE:</b> 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>Audited Balance Sheets and Profit &amp; 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>

6	Bidder must have the solvency / credit facility / financial capability from the bank for minimum value of INR 6.25 Cr.	Solvency or Line of credit Certificate with tender reference from Scheduled Nationalized Bank. The solvency amount certified by the Bank may include sanctioned credit limits/working capital facilities available to the bidder.
7	<p><b>Technical Capability / Experience</b></p> <p>(A) The bidder should have successfully completed similar works/ supplies/ services during the last <b>Three (3)</b> years ending on the last day of the month prior to bid submission:</p> <p><b>Three</b> similar completed works, each costing not less than ₹10 crores <b>OR</b></p> <p><b>Two</b> similar completed works, each costing not less than ₹15 crores <b>OR</b></p> <p><b>One</b> similar completed work costing not less than ₹20 crores.</p> <p><b>On-going Projects:</b></p> <p>In case the bidder is claiming experience for an ongoing contract/project, the bidder shall submit a certificate issued by a Chartered Accountant (CA) clearly indicating</p> <ol style="list-style-type: none"> <li>1) The total awarded contract value;</li> <li>2) The value of work completed till the date of certificate;</li> <li>3) The cumulative value of invoices raised; and</li> <li>4) The cumulative payments received against the said invoices.</li> </ol> <p>SIMILAR WORK means projects executed for Government Departments, Autonomous Bodies, or Central and State Public Sector Undertakings (PSUs)/Listed Companies in the field of Social Media &amp; communication management projects.</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 ongoing 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/ experience criteria, <b>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.</b></p> <p>Work order will be compulsorily required for experience along with completion certificate/CA certificate of Income and receipt of related work.</p>

8	<b>Bid Security / Earnest Money Deposit (EMD)</b> 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.	EMD instrument or valid exemption certificate.
9	The bidder must have deployed at least 50 similar Social Media Professionals mentioned in the point number: 19 of the scope of work Named "Manpower Requirement" of this RFP on any single project in the last 3 years with the State or Central Government / State Department / PSUs in India.	- LOA / Agreement / Contract / Work Order/Completion Certificate duly certified by the Authorized Signatory of the bidding company.  - Copy of EPF/ESI registration along with the copy of latest filling return and payment challan of EPF/ESI of the last month

## 25. PRELIMINARY EVALUATION

25.1.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.

25.2.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.

25.3.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.

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

## 26. TECHNICAL QUALIFICATION CRITERIA

Sl. No.	Parameters/Attributes/Dimensions (The data/details shall be of the Bidder)	Maximum Score
1	<p><b>Financial strength of the firm</b></p> <p>Minimum Average Annual Turnover of INR 100 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"> <li>➤ 5 Marks ( INR 100 to INR 125 Cr)</li> <li>➤ 10 Marks (&gt; INR 125 Cr)</li> </ul> <p><b>Supporting documents must be provided along with the bid.</b></p>	10
2	<p><b>Work Experience</b></p> <p><b>Experience of having successfully completed similar work during last 3 years ending the last day of the month previous to the one. (Work order and completion certificate required)</b></p> <p>SIMILAR WORK means projects executed for Government Departments, Autonomous Bodies, or Central and State Public Sector Undertakings (PSUs)/Listed Companies projects in the field of Social Media &amp; communication management projects</p> <ul style="list-style-type: none"> <li>➤ 15 Marks (01 No. of <math>\geq 20</math> Cr work)</li> <li>➤ 10 Marks (02 No. of <math>\geq 15</math> Cr work)</li> <li>➤ 5 Marks (03 no. of <math>\geq 10</math> Cr work)</li> </ul> <p><b>Supporting documents must be provided along with the bid.</b></p>	15
3	<p><b>No. of projects</b></p> <p>Experience in the field of social media management projects for State/Central Government/PSUs in India in the last 3 years (Scope includes social media management, name of the influencers/numbers of required posts/ targeting platforms. Projects with only social media management will be considered eligible.)</p> <ul style="list-style-type: none"> <li>➤ 5 Marks (1-5 projects)</li> <li>➤ 10 Marks (6-10 projects)</li> <li>➤ 15 Marks (&gt;10 projects)</li> </ul> <p><b>Supporting documents must be provided along with the bid.</b></p>	15

<b>4</b>	<p><b>Full-time employee strength</b></p> <p>Present full-time employees on bidder's payroll as on bidding date should be minimum 50.</p> <ul style="list-style-type: none"> <li>➤ 5 Marks- (50 to 80 full-time employees with relevant experience)</li> <li>➤ 7 Marks- (81 to 100 full-time employees with relevant experience)</li> <li>➤ 10 Marks- (&gt;100 full-time employees with relevant experience)</li> </ul> <p>Supporting documents in the form of duly signed and stamped list of employees indicating Name, qualifications, designation, official email ID &amp; contact no., years of experience must be submitted on the letter head along with the bid.</p>	<b>10</b>														
<b>5</b>	<p><b>Government Department Experience</b></p> <ul style="list-style-type: none"> <li>➤ 5 marks -Upto 5 Govt. Departments/PSUs</li> <li>➤ 10 marks- More than 5 Govt. Departments/PSUs</li> </ul>	<b>10</b>														
<b>6</b>	<p>The bidder to showcase their capabilities in terms of <b>Social Media &amp; communication management</b> and estimated timeline along with activity chart for execution of project the technical presentation should include following:-</p> <p><b>Topics of Coverage in Technical Presentation</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Topics</th> <th style="text-align: center;">Allocation of Marks</th> </tr> </thead> <tbody> <tr> <td>Understanding of Scope of Work and Project Objectives</td> <td style="text-align: center;">8</td> </tr> <tr> <td>Understanding of the Assigned Social Media Handles, Existing Content Strategy and Stakeholder Requirements</td> <td style="text-align: center;">8</td> </tr> <tr> <td>Approach, Methodology and Execution Framework for Social Media Management</td> <td style="text-align: center;">8</td> </tr> <tr> <td>Detailed Project Plan for a Period of One (01) Year including Resource Deployment, Workflow, Timelines and Escalation Mechanism</td> <td style="text-align: center;">8</td> </tr> <tr> <td>Quality of Proposed Creative Concepts, Dummy Creatives, Innovative Campaign Strategy, Monitoring &amp; Evaluation Framework, Citizen Engagement Approach and Overall Value Addition</td> <td style="text-align: center;">8</td> </tr> <tr> <td><b>Total</b></td> <td style="text-align: center;"><b>40</b></td> </tr> </tbody> </table>	Topics	Allocation of Marks	Understanding of Scope of Work and Project Objectives	8	Understanding of the Assigned Social Media Handles, Existing Content Strategy and Stakeholder Requirements	8	Approach, Methodology and Execution Framework for Social Media Management	8	Detailed Project Plan for a Period of One (01) Year including Resource Deployment, Workflow, Timelines and Escalation Mechanism	8	Quality of Proposed Creative Concepts, Dummy Creatives, Innovative Campaign Strategy, Monitoring & Evaluation Framework, Citizen Engagement Approach and Overall Value Addition	8	<b>Total</b>	<b>40</b>	<b>40</b>
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<b>Total</b>	<b>40</b>															
<b>Total Score</b>		<b>100</b>														

**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.**

## **27. 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.

27.1. 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.

27.2. Proposals received by the prescribed date and time shall only be considered and evaluated by a duly constituted tender evaluation committee.

27.3. 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.

27.4. The EMD amount will be returned without any interest to the respective disqualified bidders/non empanelled bidders. The EMD of successful bidder will be returned without any interest after the submission of Performance Bank Guarantee.

27.5. 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.

27.6. 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

27.7. BECIL reserves the right to seek any clarifications on the already submitted bid documents. BECIL also reserves the right to cross verify the information with any agency.

27.8. 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.

27.9. Even though bidders satisfy the necessary requirements they are subject to disqualification if they have:

29.9.1 Made untrue or false representation in the form, statements required in the RFP document.

29.9.2 Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.

27.10. The Financial Evaluation of the Bidders will be done only for those who qualify the Eligibility Criteria and other mentioned criteria of the RFP.

## **28. PRE-QUALIFICATION CRITERIA**

28.1. 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.

28.2. 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.

28.3. Only the bidders, who fulfill the Pre-Qualification Criterion, will qualify for Technical Evaluation. Failing to any of the pre-qualification Criteria shall lead to disqualification of the proposal and bidder.

## **29. MARKING CRITERIA**

29.1. 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.

29.2. 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.

29.3. 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.

29.4. Reasons for rejecting a tender/ bid will be disclosed to a bidder only where enquiries are made.

### 30. FINANCIAL CRITERIA

30.1 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.

30.2 The bidders shall quote rates for each manpower positions/categories mentioned in Annexure-M.

30.3 BECIL reserves the right to assess the reasonability of the rates quoted by the bidders. If the rates are found to be unreasonably high or abnormally low, BECIL may seek clarification/justification from the bidder and take an appropriate decision based on the Committee's recommendations.

30.4 BECIL shall determine the ~~item~~ position-wise L1 rates for each manpower position based on the financial bids submitted by technically qualified bidders.

30.5 The ~~item~~ position-wise L1 rates so discovered shall form the empanelment rates for the respective positions/categories under this RFP and be communicated to technically qualified bidders for matching.

30.6 Bidders agreeing to match the discovered ~~item~~ position-wise L1 rates for each positions/categories shall be eligible for consideration for empanelment, subject to fulfilment of all other terms and conditions of the RFP.

30.7 After communication by BECIL, the technically qualified bidders shall submit their acceptance within seven (07) working days from the date of such communication for matching the ~~item~~ position-wise L1 rates for the respective positions/categories. Failure to submit acceptance within the stipulated period shall be construed as unwillingness to match the L1 rates and the bidder shall not be considered for empanelment for the respective positions/categories.

30.8 The empanelment shall remain valid for the period specified in the RFP unless terminated earlier in accordance with the terms and conditions of the contract.

30.9 Mere empanelment shall not confer any right for award of work.

30.10 Based on the requirement of the Client, BECIL reserves the right to:

- (a) empanel minimum one or up to five (05) agencies, subject to availability of eligible bidders;
- (b) issue one or more work orders to any of the empanelled agencies on the recommendations by client;
- (c) accept or reject any or all proposals and/or cancel the empanelment process at any stage prior to issuance of work order(s), without thereby incurring any liability to the bidder(s).

30.11 In the event of a tie between two or more bidders, preference shall be given to the bidder having higher experience in execution of similar assignments in the areas/scope of work specified under Clause 2.2 (Scope of Work). In case the tie persists, preference shall be given to the bidder having higher average annual turnover during the last three financial years, based on audited financial statements.

### **30.12. Empanelment Period**

The empanelment shall initially be for a period of One (01) Year from the date of issuance of the empanelment letter. The same may be extended for such further period(s) as may be decided by BECIL/DPR-MP, subject to satisfactory performance of the empanelled agency, mutual consent of the parties, in accordance with applicable Government procurement rules and guidelines.

The extension, if any, shall be on the same terms and conditions or such revised terms as may be determined by BECIL/DPR-MP in line with extant procurement policies. However, in respect of any assignment/work already awarded during the validity of the empanelment, the empanelled agency shall continue to execute and complete such assignment in accordance with the terms and conditions of the respective work order, notwithstanding expiry of the empanelment period, till its satisfactory completion.

## **31. CRITERION FOR EVALUATION OF BID RESPONSE:**

- 31.1. The tender shall follow a Two-Bid System comprising separate Technical (Pre-Qualification & Technical) and Financial Bids.
- 31.2. Only those bidders who qualify the Pre- Qualification Evaluation stage shall be invited for Technical Presentation before the Evaluation Committee.
- 31.3. The Financial Bids shall be opened only for those bidders who are declared technically qualified based on evaluation and presentation.
- 31.4. Technical evaluation shall be carried out strictly on the basis of documents submitted and Technical Presentation, which shall form an integral part of the evaluation process. Tender Evaluation Committee (TEC) reserves the right to reject bids not meeting the prescribed technical requirements or whose presentations are not found compliant with tender requirements.
- 31.5. Financial bids shall be evaluated strictly as per the prescribed BOQ format uploaded on the e-procurement portal. Bidders shall ensure that no deviation, alteration, or modification is made to the BOQ structure. Any modification to BOQ format shall lead to rejection of bid.

31.6. **Evaluation of financial bids:** Bidders are requested to note that they should necessarily submit their financial bids in the format provided in e-tender website i.e. <https://etenders.gov.in> 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 coloured (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 file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

31.6.1 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.

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

31.6.3 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.

31.6.4 Currency of work Order: BECIL will place work order to bidder in INR only.

31.6.5 GST and other applicable taxes will be as per actual. Relevant Taxes in line with GST (i.e. SGST/CGST or IGST) to be considered by the bidder. Taxes rate and nature will be on back to back basis.

31.7. 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.

## **32. ALLOTMENT OF WORK AFTER THE EMPANELMENT**

32.1 After empanelment of bidder/s or agency/ies, the Client will communicate a brief to all empanelled agencies outlining the details of the work to be executed.

32.2 Based on the brief communicated by the Client, the empanelled agencies shall present and submit Understanding of brief, Methodology, Creativity & Innovation, Execution Plan and Team Deployment to the Committee of Client.

32.3 The Technical Presentations submitted by the technically qualified bidders shall be evaluated by a Committee constituted by the Client. The Committee shall assess the presentations based on the evaluation parameters specified in the tender document. In case the Committee is not satisfied with the presentation or requires further clarification/elaboration on any aspect of the proposal, it reserves the right to call the bidder(s) for a subsequent presentation/interaction. The decision of the Client in this regard shall be final and binding on all bidders. The final marking shall be carried out as under:

## Topics and Marks Allocation for Presentation

<b>Topics</b>	<b>Allocation of Marks</b>
Understanding of brief	25%
Methodology	25%
Creativity & Innovation	25%
Execution Plan & Team Deployment	25%
<b>Total</b>	<b>100</b>

**Note:** The above topics and marks allocation are indicative in nature. The Client reserves the right to seek clarification, additional information, or presentation on any aspect relevant to the scope of work. Any change in the evaluation criteria, if considered necessary, shall be communicated to all eligible bidders through appropriate means before the presentation stage.

Based on the evaluation, the Committee may recommend for award of work to the highest marks scoring empanelled agency. The assignment shall be executed in accordance with the rates, terms, and conditions finalized under this RFP.

32.4 The decision of the Client regarding issuance of work order shall be final and binding on all empanelled agencies.

32.5 If the performance of an empanelled agency is found unsatisfactory in relation to the Understanding of brief, Methodology, Creativity & Innovation, Execution Plan and Team Deployment, the Client may recommend termination of the assignment and/or de-empanelment of the agency. BECIL may thereafter take appropriate action, including forfeiture of the Security Deposit/Performance Security and cancellation of empanelment, in accordance with the provisions of this RFP.

32.6 The evaluation of presentations and other submissions made by the empanelled agencies shall be carried out exclusively by the Client or by a Committee of Client. The selection of the empanelled agency for a specific assignment and recommendation for award of work shall be solely at the discretion of the Client based on its assessment of the requirements of the assignment. The decision of the Client in this regard shall be final and binding on all empanelled agencies.

30.7 Replacement of Selected Agency due to Inadequate Support: If the Selected Agency is found to be providing inadequate support, failing to meet performance standards, or not fulfilling contractual obligations at any point during the contract period, the BECIL reserves the right to give 01 month notice to Selected Agency and invite other empanelled agencies and take over the tasks originally allocated to the Selected Agency for that specific work on the recommendation of client. The smooth transition shall be completed by both the parties within stipulated time.

**Part- II**

**Essential Details of Items/ Services required**

**1. Background:**

This RFP is being issued for **Empanelment of professional agency/ies for ideation, conceptualization, and effective operation of account-wide publicity on social media for the Department of Public Relations, Government of Madhya Pradesh.** The engagement under this RFP is a **solution-based service contract** and not

merely a manpower supply, staffing, outsourcing, or labour contract. The resource positions indicated in the Scope of Work and Financial Bid Format are only for defining the minimum resource framework and evaluation purposes. The empanelled/selected agency shall be solely responsible for deployment, supervision, management, and performance of its resources and for delivering the required outputs, deliverables, and project objectives as specified in the RFP.

The detailed scope of work is as under:-

## **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**

### 4.1 Technical details with technical parameters

4.1.1 Requirement of Technical documentation

4.1.2 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-**

Department of Public Relations  
Government of Madhya Pradesh  
Banganga Rd, near TT Nagar,  
Roshanpura Square, Roshanpura Slums, TT Nagar,  
Bhopal, Madhya Pradesh- 462003

## **7. Variation in Quantity**

BECIL reserves the right to either increase or decrease the services 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**

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

**Part- III**  
**Standard Conditions of RFP**

**NOTE:** The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (hereinafter referred to as the “Selected Agency”). as selected by BECIL. Failure to do so may result in rejection of the Bid submitted by the Bidder.

## **1. RELATIONSHIP BETWEEN THE PARTIES**

Nothing contained herein shall be construed as creating any relationship of employer–employee, master–servant, or principal–agent between BECIL and the Bidder/Selected Agency.

## **2. INTELLECTUAL PROPERTY RIGHTS**

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

The Undertaking at Annexure 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**

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

- 4.1.** Deficiency in the Bidder's performance of its scope of service or breach of any of its obligations or scope of work.
- 4.2.** Actions by the Bidder that causes BECIL to be in indirect or direct consequential breach of the main contract.
- 4.3.** Any claims by employees, suppliers, creditors or other persons in a relationship with the Bidder.
- 4.4.** Any claims of infringement, misappropriation or otherwise by third parties in regard to the execution of the scope of work by the Bidder.

#### **5. CODE OF INTEGRITY**

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

- 5.1.** Offering of any bribe or undue gratification in any form to BECIL or its officials, or indulging in any corrupt practices.
- 5.2.** 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.
- 5.3.** 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.
- 5.4.** Any financial or business transactions between the Bidder and any official of BECIL related to tender or execution process of contract, which can affect the decision of BECIL directly or indirectly.
- 5.5.** Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- 5.6.** Obstruction of any investigation or auditing of a procurement process.
- 5.7.** 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.
  - 6.6.3. Bidder to give undertaking to this effect as per Annexure- E.

## **7. UNDUE INFLUENCE**

- 7.1.** The Agency/Bidder undertakes that it has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the BECIL or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India.
- 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 offenses by the Agency or anyone employed by him or acting on his behalf, as defined in the Bharatiya Nyaya Sanhita, erstwhile known as the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle BECI to cancel the contract and all or any other contracts with the Agency and recover from the Agency the amount of any loss arising from such cancellation, from the present or from any other contract with BECIL.

## **8. UNLAWFUL /UNETHICAL PRACTICES**

- 8.1.** If the Contractor/ Bidder has engaged in corrupt, fraudulent, collusive, illegal, corrupt or 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 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, UNDUE INFLUENCE AND UNETHICAL PRACTICES**

- 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 from the Bidder from the dues payable to the bidder in the present or any other 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 undue influence by the Agency.

## **10. BLACKLISTING/ DEBARMENT**

The Bidder/Contractor shall be debarred/blacklisted from bidding for the contract/tender floated by BECIL for a period of two years, for violation of the code of integrity, for undue influence as well as for the breach of any other terms and conditions of the tender as per the General Financial Rules 2017 and the Guidelines for debarment of firms from bidding issued by the Department of Expenditure, Ministry of Finance no. F1/20/2018 –PPD dated 02.11.2021.

## **11. RISK AND COST CLAUSE**

- 11.1.** In case of persistent breach/default of the terms and conditions of the Contract and due to abnormal delay (beyond the maximum late delivery in the Liquidated damages clause) in supplies, defective supplies or non-fulfilment of any of the terms and conditions of the RFP and the Work Order, BECIL may cancel the contract/Work Order in full or part thereof, and will procure supplies/equipment's or ensure the execution of work or any pending service in case of service contract from any 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.** The Selected Agency's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to Selected Agency including unexecuted portion of work/ supply does not appear to be executable within balance available period.
- 11.4.** Withdrawal from or abandonment of the work by Selected Agency before completion of the work as per contract.
- 11.5.** Non-completion of work/ Non-supply by the Selected Agency within scheduled completion/delivery period as per RFP or as extended from time to time, for the reason attributable to the Selected Agency.
- 11.6.** Termination of Contract on account of any other reason (s) attributable to Agency/ Selected Agency.
- 11.7.** Assignment, transfer, subletting of Contract by the Selected Agency without BECIL's written permission resulting in termination of Contract or part thereof by BECIL.

## **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, the same shall be recovered from the Selected Agency.
- 12.2.** The Selected Agency shall bear the full financial responsibility for such penalties or deductions imposed on BECIL by the Client and will not be entitled to claim any reimbursement or adjustment for the same.
- 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 DPR-Madhya Pradesh 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.** All Penalties/LD will be applicable back-to-back basis.

### **13. CONFIDENTIALITY**

- 13.1.** The Selected Agency 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 Selected Agency recognizes, accepts and agrees that all tangible and intangible information obtained or disclosed to the Selected Agency 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 Selected Agency and/or its facility staff may be privy under or pursuant to this Contract and/or in the course of performance of the Selected Agency obligations under this Contract shall be treated, as absolutely confidential and the Selected Agency 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 Selected Agency 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 Selected Agency'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 Selected Agency to the BECIL and its Client. The BECIL has a right to review and monitor the security practices and control procedures adopted by the Selected Agency. The Selected Agency 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 Selected Agency on a continuous basis. The Selected Agency 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 OF CONTRACT**

#### **15.1. Termination for Unsatisfactory Performance-**

- 15.1.1.** If the Contractor/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 Selected Agency 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. BECIL 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 Selected Agency 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 Selected Agency 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, BECIL shall not be liable to pay any compensation to the Selected Agency 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, 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 Insolvency**

15.3.1. If the Selected Agency 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:

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

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

### **15.4. Termination for Convenience**

BECIL may, at its sole discretion, terminate the Contract, in whole or in part, for any reason whatsoever, by giving the Selected Agency **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.

### **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.

## **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 Selected Agency, 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 Selected Agency 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 15.4, 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**

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

**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](mailto: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, one each nominated by each party i.e. the Selected Agency 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 Arbitrations 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 with end client, then in that event, the Selected Agency shall assist BECIL during the course of arbitration/legal proceedings emanating from the main contract. Then in that event of initiation of arbitration/legal proceeding, under the main contract, no dispute tied directly to the main contract shall be concurrently referred by the Selected Agency.

## **21. JURISDICTION**

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

## **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, nor shall this Agreement be terminated automatically, if the persistence of such force majeure event continues for more than three months. In the case of failure to perform any part of this Agreement due to any force majeure, the party suffering from such force majeure may be exempted from corresponding liability to the extent of the impact of such force majeure. However, such party shall continue to perform other obligations under this Agreement which have not been affected by such force majeure.

## **23. SUB-CONTRACTING**

The selected agency shall not subcontract, assign, or transfer any part of its obligations, duties, or responsibilities to any third party without the prior written consent of BECIL. Any attempt to do so shall be considered a material breach, leading to immediate termination without any liability on the part of BECIL.

## **24. EXTENSION OF TIME**

- 24.1.** It is hereby agreed that BECIL shall by mutual agreement update and extend the timeline/ milestone for the completion of work after discussion with the End Client and its officials.
- 24.2.** Any period within which Selected Agency 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.
- 24.3.** Any extension of time agreed upon mutually shall be documented in writing.
- 24.4.** The grant of extension of time shall be contingent on the receipt of the extension of time by the End Customer.

## **25. ASSIGNMENT**

- 25.1.** All terms and provisions of this RFP and subsequent Contract/ Agreement / work order with the successful Bidder shall be binding on both the parties and their respective successors and permitted assigns.
- 25.2.** Subject to clause mentioned above, the selected Agency shall not be permitted to assign its rights and obligations, under the Contract/ Agreement / work order, to any third party.
- 25.3.** BECIL may assign or novate all or any part of the Contract/ Agreement / work order and the Agency shall be a party to such novation, to any third party contracted to provide outsourced services to BECIL or any of its nominees.

## **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.** If the Selected Agency 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:
- 28.2.** Recover from the Selected Agency 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 Client, whichever is higher (due to the failure of the Selected Agency to meet the contractual obligations).
- 28.3.** 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.
- 28.4.** BECIL may without prejudice to its right to effect recovery by any other method, deduct the amount of Liquidated Damages from any money belonging to the Bidder which has become due or payable (which shall also include BECIL's right to claim such amount against Bidder's Bank Guarantee).
- 28.5.** Any such recovery of Liquidated Damages shall not in any way relieve the Bidder from any of its obligations to complete the works or from any other of its other obligation and liabilities under the Contract.

## **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 in accordance with Para 6 of Part-I of the RFP. 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 BECIL, the Selected Agency 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 as per Annexure- R.

### 31. MSME:

31.1. The Selected Agency 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.

31.2. The Selected Agency 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 Selected Agency 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.

### 32. DATA PROTECTION AND DATA PRIVACY

32.1. 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.

32.2 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.**

32.3 In the event of any breach of Clauses 32.1 and 32.2, that at BECIL shall have the right to terminate the work order issued to the selected agency.

### 33. PERSONNEL:

33.1. The personnel assigned by the Selected Agency to perform the Services shall be the employees of the Selected Agency, and under no circumstances shall such personnel be considered employees of BECIL or its nominated agencies. The Selected Agency shall be responsible for the supervision and control of its personnel and for payment obligations of such personnel's compensation, including salary, withholding of income taxes and social security taxes, workers

compensation, employee and disability benefits and the like and shall be responsible and accountable for all obligations of an employer according to applicable laws, rules and regulations.

**33.2.** The Selected Agency shall use its best efforts to ensure that sufficient personnel are assigned to perform the Services and those personnel have appropriate qualifications, skills and experience to perform the Services. If BECIL requests that any personnel employed by the Selected Agency be replaced, the substitution of such personnel shall be accomplished as per the terms of this RFP and subsequent Contract/ WO.

**33.3.** The selected Bidder shall be responsible for the performance of all its obligations under the Contract and shall be liable for compliance with all relevant labour acts and statutory legislations. That the Selected Agency shall be responsible for ensuring compliance with the Code on Wages 2019, Industrial Relations Code 2020, Code on Social Security 2020, Occupational safety health and Working Conditions Code 2020.

#### **34. NON-EXCLUSIVE:**

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

#### **35. SIGNING OF AN AGREEMENT**

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

#### **36. 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.

#### **37. ACCEPTANCE OF T&CS OF RFP:**

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

**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 (hereinafter referred to as the "Selected Agency") as selected by the BECIL. Failure to do so may result in rejection of Bid submitted by the Bidder.

## **1. Performance Guarantee/Bid Security :**

The empanelled agency to whom an assignment/work order is awarded in accordance with Clause 32 "Allotment of Work after Empanelment" of Part I General Information, Eligibility & Evaluation Criteria shall be required to furnish a Performance Bank Guarantee (PBG) issued by a Scheduled Commercial Bank in India for an amount equivalent to 5% of the value of the respective work order/contract, within 15 (fifteen) days from the date of issuance/acceptance of the work 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 submission of original tax invoice, a copy of GST Undertaking & Certificate duly filled, signed and stamped, along with the monthly work report verified by the client i.e. DPR-MP, shall be submitted after completion of the respective month.

### **2.2 Terms & Conditions for Payments:**

2.2.1 The payments terms between BECIL & selected agency are on back to back basis and applicable deductions, only if and when received by BECIL from our client (DPR-MP) 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 DPR-MP. BECIL shall not be responsible in any manner whatsoever for any delay in releasing the payments or withholding of payments by the Client (DPR-MP).

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 (DPR-MP).

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 contract, no benefits under MSME Act 2006 and PPP Policy 2012 as per MSE Guidelines issued by Ministry of MSME would be applicable to it on account of acceptance of back to back payment terms as above. By agreeing to the terms of RFP, the selected agency agrees to forgo its rights under this Act and Policy.

### **2.4 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, U.P.

**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 Successful Bidder 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 via 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 Service Provider shall, at its own cost, obtain and maintain adequate insurance cover from a reputed insurer licensed in India, including Workmen Compensation/Employees' Compensation Insurance for deployed manpower and Comprehensive General Liability Insurance covering third-party injury, death, and property damage arising out of performance of the Contract.

5.2. All insurance policies shall remain valid for the entire Contract period, including extensions, and obtaining such insurance shall not limit or dilute the liability and obligations of the Service Provider under the Contract.

5.3. The Service Provider shall furnish an undertaking for above clause 6.1 and 6.2.

## **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, subject to an annual review and with the provision that services of the agency may be dispensed with at any time, in accordance with terms listed at Para 16 (Termination) of Section III (General Terms and Conditions) of this RFP.
- 6.2. The ~~Seller~~ Successful Bidder 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.
- 6.3. The period of contract may be extended for one more year based on satisfactory performance of the bidder, mutual consent of BECIL/ Bidder, as well as approval of Client/ DPR-MP, all other terms and conditions of payment will be the same.

## **7. Consortium: Not Allowed**

**Part- V**  
**Annexure**

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

**1. OBJECTIVE**

1.1 The agency shall be responsible for handling, managing and maintaining official social media handles of the Government of Madhya Pradesh as mandated by the Department of Public Relations.

1.2 If required, the Agency shall be responsible for initiation & creation of new social media handles as per the direction of DPR. An Indicative list of social media handles to be serviced will be provided after the selection of the successful agency. At present an Indicative list of social media handles that are to be serviced, with its followership (as on till date) under Government of Madhya Pradesh is minimum 100 in numbers.

1.3 The agency must ensure managed daily posts across all platforms for each assigned social media handle. DPR reserves the right to specify the minimum number of posts at any time if the frequency does not meet expectations. For special events, announcements, assembly sessions, visits, or meetings, the agency will increase the post frequency, in consultation with DPR, to meet additional requirements.

1.4 The selected agency/s shall undertake Social Media Management for the Department of Public Relations, Madhya Pradesh under Government of Madhya Pradesh for such activities which may include, but not limited to the following activities:

**1.4.1 Enhance Public Awareness**

- Disseminate accurate and timely information about government schemes, initiatives, and policies to the public.
- Create awareness about important public welfare programs and developmental projects by GoMP and Hon'ble CM.

**1.4.2 Improve Public Engagement**

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

**1.4.3 Build a Positive Government Image**

- Promote success stories and positive developments from various departments to build trust and credibility.
- Showcase the state's achievements, cultural heritage, and innovations.

#### **1.4.4 Crisis Management and Reputation, Social Media Monitoring, Audit analysis & Tracking**

- Monitor social media platforms for potential crises and provide real-time response strategies.
- Social Media Audit, analysis and tracking.
- Manage misinformation and clarify government stances to maintain public confidence.

#### **1.4.5 Content Creation and Optimization**

- Develop creative and engaging content (posts, graphics, videos, reels, info graphics, etc.) aligned with government objectives.
- Optimize content for various social media platforms to ensure maximum reach and engagement.

#### **1.4.6 Targeted Outreach**

- Design campaigns targeting diverse demographics within Madhya Pradesh to ensure inclusivity and wide outreach.
- Utilize data-driven strategies to enhance campaign effectiveness.

#### **1.4.7 Collaboration with other Govt. Departments**

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

#### **1.4.8 Platform Management**

- Manage official social media accounts, ensuring consistent updates and a professional online presence.
- Ensure adherence to government communication guidelines and protocols.

#### **1.4.9 Innovative Campaign Development**

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

#### **1.4.10 Performance Analysis and Reporting**

- Regularly analyze engagement metrics and campaign outcomes to measure effectiveness.
- Provide detailed reports with actionable insights for ongoing improvement.

## **2. GENERAL SCOPE OF WORK OF SOCIAL MEDIA MANAGEMENT:**

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

### **2.1 Daily Content Creation and Posting**

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

### **2.2 Daily Coordination for Content Generation**

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

### **2.3 Alignment with Government Objectives**

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

### **2.4 Content Repackaging**

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

### **2.5 Periodic Creative Upgrades**

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

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

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

### **2.7 Crisis Management and Narrative Building**

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

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

- Conduct thorough fact-checking on all content before posting.
- Identify and neutralize false information circulating on social media.

### **2.9 Live Coverage of Events (Live Broadcast Team Deployment & Operations)**

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

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

- Event Coverage and Videography
  - Provide comprehensive Photo and videography services for government events, press conferences, public gatherings, and special programs.
  - Capture key moments, speeches, and significant interactions ensuring high-quality visuals that align with the government's objectives.
  - Ensure coverage from multiple angles to provide a detailed and dynamic representation of events.
  - Coordinate with Madhya Pradesh DPR and other relevant departments to understand event requirements and specific video coverage expectations.
  - Conduct location recce for understanding lighting, angles, and technical requirements in advance.
  - Prepare shot lists and coverage plans to ensure all critical aspects of the event are captured effectively.
  - Capture high-quality photographs of events, dignitaries, interactions, and key moments for official documentation and social media use.
  - The agency will mobilize the Photo, Video and Drone broadcast team across Madhya Pradesh and India, as required, to cover events involving the Chief Minister or other dignitaries/conferences or programs. The eligible expenses for any travel will be reimbursed on actuals directly to the selected agency by the DPR MP.
  - Provide both candid and posed photographs, ensuring a diverse range of visuals.
  - Edit photographs to enhance quality while maintaining authenticity and accuracy.
  - Maintain an organized and secure archive of all raw and edited footage and photographs.
  - Ensure easy retrieval of content for future use, ensuring proper categorization based on events and timelines.
  - Work closely with the social media team to ensure captured visuals are optimized for online platforms.
- Provide high-quality visuals in formats suitable for social media, websites, and press releases.

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

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

- Brand Monitoring and Insights, monitor conversations around the brand (Government of Madhya Pradesh and its key figures) to gain insights on public sentiment, queries, and interactions.
- Provide detailed reports on the reach, engagement, and responses related to campaigns and other public-facing initiatives.
- The selected agency will perform moderation across all relevant social media platforms to address issues such as spam, unauthorized ads, and inappropriate content.
- A fortnightly report to be provided, summarizing feedback and highlighting any areas that require attention or response.

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

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

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

- In the event of unforeseen occurrences that have the potential to create a false perception about the Government of Madhya Pradesh, the agency should take proactive steps to manage and mitigate the situation. The approach to crisis communication will be aimed at protecting the reputation of the government while maintaining transparency and trust with the public.
- Proactive Monitoring and Response, continuously monitor social media platforms and news outlets for emerging issues or potential crises that could falsely impact the reputation of the government.
- To formulate an appropriate response to prevent escalation and mitigate any negative effects.
- Strategic Messaging and Public Response.

- During a crisis to collaborate closely with relevant government departments to ensure consistent messaging and support the overall crisis management plan.
  - Engaging with the Public, addressing public concerns and queries on social media platforms in a timely and appropriate manner, while ensuring that all responses are respectful and aligned with the official position.
  - Manage any false feedback or misconceptions in a way that minimizes reputational damage.
  - To conduct a thorough analysis of the incident to assess the effectiveness of the communication strategy.
  - It's the responsibility of the selected Agency to promptly address and counter any false information circulating on social media platforms;
- 
- The selected Agency must provide an accurate, comprehensive, courteous, and prompt feedback system for users on social media platforms. The Agency should collect user inputs and promptly address their requests, queries, and suggestions, while regularly communicating these to the authorized officials of the DPR;
  - To ensure a positive user experience, the selected Agency will moderate the content on social media platforms, filtering out spam, advertisements, and unsuitable content;
  - Assist the DPR in creating and disseminating timely and accurate messaging during crisis situations.
  - In the event of a social media crisis, the selected Agency shall be responsible for crafting and implementing real-time response strategies to lessen negative impacts.
  - Query Management: All queries received on all platforms which need not require inputs from the Government must be replied to within 24 hours and all queries which require a consultation with the Purchaser should be answered within two working days.

## **2.14 Reporting**

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

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

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

### **2.14.2 Targeting and Audience Reach**

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

### **2.14.3 Performance Metrics**

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

#### 2.14.4 Analysis of Results

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

#### 2.15 Formulation of Strategy:

- The agency will develop a result-oriented, comprehensive social media promotion strategy for the Department of Public Relations (DPR), Government of Madhya Pradesh, utilizing a range of social media platforms.
- The agency will also assist in executing a proactive communication strategy, aligned with both long-term and short-term objectives of the DPR, ensuring maximum outreach and engagement.
- The agency will identify and leverage communication and outreach opportunities to enhance the visibility and awareness of government programs, policies, and initiatives of the Government of Madhya Pradesh.
- The agency will build and strengthen relationships with key influencers, media personalities, and stakeholders to amplify the impact and reach of initiatives taken by the Government of Madhya Pradesh.
- The agency will provide support in managing and promoting government-led events, including conferences, seminars, campaigns, and other related activities. Additionally, the agency will assist with online reputation management, ensuring positive engagement and managing relationships with relevant stakeholders, including government entities, private sector players, multilateral organizations, think tanks, and the public.

#### 2.16 Content Storage:

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

#### 2.17 Leveraging Trends & Viral Content:

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

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

## 2.18 AI Tools:

- With requisite qualifications & skill set to gather, collate, design, write contents and post contents on the social media websites under supervision of the Authority.
- Social media sentiment analysis including analyzing posts, comments, or interactions on platforms like Twitter, Facebook, and Instagram to help government and decision makers in determining public opinions and emotions.
- Near real time collect and analyse social media data from platforms such as Twitter(X), Facebook, Instagram, etc.
- Understand the sentiment against social media handles/ post /tweet of specific accounts like of Hon. Chief Minister, ministers, state and central govt. critical offices, specific organizations and houses etc.
- Classify sentiments (positive, negative, neutral) and emotions (e.g., anger, joy, sadness) expressed by citizens and Identify key topics, trends, and issues driving public sentiment.
- Provide actionable insights and visualizations for stakeholders, dashboards and reports in desired formats. Able to generate notifications based on defined criteria against social media.
- Sentiment analysis capable for bilingual posts i.e. Hindi and English.
- Leverage Natural Language Processing (NLP) and data analytics to interpret textual data.
- Module to response social media questionnaires' through chatbots (AI-based tools) to answer common public queries efficiently, improving the department's responsiveness and engagement.
- Provide location-based sentiment analysis enabling Geocoding and GIS visualization.
- Aid the decision-making process by providing insights help government policymakers.
- Capability to scrap the required public media websites or pages on periodic basis for similar analysis.
- Provide a content (video, Audio, documents etc.) solution to store indexed DPRs unstructured information that can be searched, analysed, shared and integrated with any applications.
- A rapid application development platform enabled with native AI features for creating interactive user interface and backend application workflow, as and when required.
- Solution platform with native AI models for speech, vision, document, language and creating digital assistance (Bots) to encompass new use cases as identified and required.
- OEM support services for manpower (100 Man days).

## 2.19

Sl. No.	Solution Layer	Functions
1	Analytics Platform	Sentiment analysis, reports, dashboards and notifications.
2	Integration Platform	Ingest social and public media information
3	Database Platform	To store and process the information, Foundation for AI.
4	Application platform	Create any workflow based application, generate adhoc reports and visualization
5	Content management	Store, Index and search content
6	Infrastructure	Compute, storage, network and security by cloud provider
7	AI models	Database and services from cloud provider

## 2.20 Manpower Requirement

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

Sl. No.	Profile	Work	Eligibility & Experience
1.	<p>Social Media Team Lead Tentative Posts – 08 (Each for Graphics, Content, Video, QRT, Monitoring, Influencers Engagement, etc.)</p> <p>Social Media Team Lead (English Content) Tentative Posts – 02</p>	<p>Leading the social media mandate and coordination with the Madhya Pradesh DPR &amp; other offices, client servicing &amp; project deliver)</p>	<p>Post-Graduate / Graduate / Diploma in any discipline.</p> <p>Preferably post-graduate in English Journalism/ Mass communication or related field.</p> <p>3 years of work experience in PR and/or Social Media in government, knowledge of digital trends, command over digital ad formats, social media copywriting, social media tools, content development &amp; client servicing.</p> <p>Preference will be accorded to candidates with demonstrated PR experience in government or public-sector organizations.</p>

2.	Graphics Designer Tentative Posts- 14	Producing artwork, graphic & visualization work to develop content for social media outreach	<ul style="list-style-type: none"> <li>• Graduate (any discipline), Degree/Diploma/Course in graphic designing/animation, or similar academic field.</li> <li>• 3+ years of experience in designing &amp; developing social media creative, video/image editing skills &amp; developing new-age social content.</li> <li>• Working expertise in Canva, Corel, Adobe Photoshop, Illustrator and In-design to manage design work.</li> </ul>
3.	Video Editor Tentative Posts- 18	Producing artwork, Videos, Motion Graphics & visualization work to develop content for social media outreach	<ul style="list-style-type: none"> <li>• Graduate (any discipline), Degree/Diploma/Course in Video Editing/Animation, or similar academic field.</li> <li>• 3+ years of experience in designing &amp; developing social media creative, video/image editing skills &amp; developing new-age social content.</li> <li>• Working expertise in Adobe Premiere Pro, After-effect, Final Cut Pro, DaVinci Resolve to manage design work.</li> </ul>
4.	Sr. Content Writer (Hindi/English) Tentative Posts- 13  Sr. Content Writer (English) Tentative Posts- 02	Content development & copywriting for social media outreach, in Hindi/English)	<ul style="list-style-type: none"> <li>• Post-Graduate/Post graduate diploma in Hindi, Political Science, Mass Communication or Journalism, with advanced proficiency in English/ Hindi writing.</li> <li>• 5+ years of content writing/editorial experience for a PR or media firm/Government client, with excellent writing and editing skills in English/Hindi.</li> </ul>

5.	Content Writer Tentative Posts- 25  Content Writer (English) Tentative Posts- 05	Content development & copywriting for social media outreach, in Hindi/English)	<ul style="list-style-type: none"> <li>• Post-Graduate in English, Political Science, Mass Communication or Journalism with advanced proficiency in written English.</li> <li>• 3+ years of content writing/editorial experience for a PR or media firm/Government client, with excellent writing and editing skills in English.</li> </ul>
6.	Creative Content Writer Tentative Posts- 04	Experience writing website copy, marketing campaigns, landing page content, and social media content, as well as conducting thorough research, editing and proofreading	<ul style="list-style-type: none"> <li>• Post-Graduation in Hindi/English, Political Science, Mass-communication or Journalism, with advanced proficiency in written Hindi</li> <li>• 4+ Years of content writing/editorial experience for a PR or media firm/Government client, with excellent writing and editing skills in Hindi</li> </ul>
7.	District Coordinators (SMAs) Tentative Posts- 03	To cover various events, create success stories for the government of Madhya Pradesh and manage social media at district level.	<ul style="list-style-type: none"> <li>• Graduate (any discipline), with Multimedia Skills and basic knowledge of Social Media</li> </ul>
8.	Department Handlers Tentative Posts- 03	To cover various events, create success stories for the government of Madhya Pradesh and manage social media at district level.	<ul style="list-style-type: none"> <li>• Graduate (any discipline), with Multimedia Skills, Content writing skill and basic knowledge of Social Media and Madhya Pradesh.</li> </ul>
9.	Social Media Platform Executive Tentative Posts- 39	Social Media Management Work	<ul style="list-style-type: none"> <li>• Post-Graduate in Mass-Communication or journalism with minimum 8 years of experience in relevant field</li> <li>• Experience of handling social media handles/mandates for</li> </ul>

			any State/Central Government Agency in projects of at least 6 months duration.
10.	Live Streaming Video Grapher Tentative Posts- 03	For live broadcasting of all the events cross different social media platforms	<ul style="list-style-type: none"> <li>• Graduate (any discipline)</li> <li>• 3 years of work experience in social media management.</li> </ul>
11.	Research Analyst Tentative Posts- 07	To conduct research for social media outreach.	<ul style="list-style-type: none"> <li>• Full time MBA/MTech/MCA with 60% marks</li> <li>• At least 4 years of total experience.</li> <li>• At least 2 years' experience as a data scientist in analytics projects</li> <li>• 3 years of work experience in research/ report writing / Publication/PPT.</li> </ul>
12.	Subject Matter Experts (Finance, Admin, Tourism, Infrastructure, Industry, Transport, Good Governance, etc.) Tentative Posts- 07	To conduct research and advice on various subjects.	<ul style="list-style-type: none"> <li>• Graduate in a relevant field with knowledge of digital performance analytics, content research and reporting.</li> <li>• 3 years of work experience in research/ report writing / Publication and PPT</li> </ul>
13.	Monitoring Expert Tentative Posts- 13	To monitor trends, important topics, public sentiment etc.	<ul style="list-style-type: none"> <li>• Graduate (any discipline)</li> <li>• 3+ years of work experience in social &amp; media management.</li> <li>• Working experience with different tools and technologies used for monitoring Social Media.</li> </ul>
14.	Motion Graphics Designer Tentative Posts- 03	Create engaging animations and motion graphics for digital platforms.	<ul style="list-style-type: none"> <li>• Graduate (any discipline), Degree/Diploma/Course in Video Editing/ Animation, or similar academic field.</li> </ul>

15.	2D & 3D Animator Tentative Posts- 02	Design and produce high-quality 2D and 3D animations. Develop storyboards and visual concepts for animation projects.	<ul style="list-style-type: none"> <li>Graduate (any discipline), Degree/Diploma/Course in Animation, or similar academic field.</li> </ul>
16.	AI Specialist Tentative Posts- 04	Collaborate with the creative team to integrate AI in visual and video content creation.	<ul style="list-style-type: none"> <li>Graduate (any discipline), Degree/Diploma/Course in Animation, AI or similar academic field.</li> </ul>
17.	Anchor cum News Bulletin Producers Tentative Posts- 04	Anchoring or reporting for TV or digital media	<ul style="list-style-type: none"> <li>Graduation or Post-Graduation in Journalism, Mass Communication or Political Science, with excellent command over spoken Hindi or English.</li> <li>2-5years of experience in anchoring or reporting for TV or digital media, with confident on camera presence and knowledge of current affairs. Excellent writing and editing skills in Hindi.</li> </ul>
18.	Voice Over Artist Tentative Posts- 02  Voice Over Artist (Hindi & English) Tentative Posts- 02	Provide high-quality voice recordings for videos, ads, and other multimedia content.	<ul style="list-style-type: none"> <li>Graduate (any discipline).</li> <li>3 years of work experience in social media management.</li> </ul>
19.	Videographer with all required equipments (Camera Team) Tentative Posts- 12	Capture high-quality footage for events, campaigns, and other multimedia content.  Set up and operate cameras, ensuring proper lighting, angles, and framing for optimal shots.	<ul style="list-style-type: none"> <li>Post Graduate degree in videography.</li> <li>3+ years of work experience in social media management.</li> </ul>

20.	Photographer with all required equipment (Camera Team) Tentative Posts- 06	Capture high-quality footage for events, campaigns, and other multimedia content.  Set up and operate cameras, ensuring proper lighting, angles, and framing for optimal shots.	<ul style="list-style-type: none"> <li>• Graduate (any discipline)</li> <li>• 3 years of work experience in social media management.</li> </ul>
21.	Data Analysts Tentative Posts- 08	For analysis of social media data/ insights. Preparation of reports.	<ul style="list-style-type: none"> <li>• Full time MBA/MTech/MCA with 60% marks</li> <li>• At least 2 years of total experience.</li> <li>• At least 1 year experience as a data analyst in analytics projects</li> </ul>
22.	Illustrator / Cartoonist Tentative Posts- 01	To Create Illustration and Cartoons required for social media outreach	<ul style="list-style-type: none"> <li>• Postgraduate Degree/diploma in graphic designing/animation</li> </ul>
23.	Sr. PR Professional Tentative Posts (Hindi)- 02 Tentative Posts (English)- 02	To cross check content posted on social media	<ul style="list-style-type: none"> <li>• Post-Graduate/Post Graduate Diploma in any discipline, preferably post-graduate in English Journalism/ mass communication or related field.</li> <li>• Minimum 3 years of work experience in PR management, knowledge of digital trends, command over digital ad formats, social media copywriting, social media tools, content development &amp; client servicing.</li> <li>• Preference will be accorded to candidates with demonstrated PR experience in government or public sector organizations.</li> </ul>

24.	QRT (Quick Response Team) Tentative Posts- 12	Monitor social media platforms for emerging trends, urgent issues, and public inquiries. Provide timely, accurate, and professional responses to comments, messages, and mentions. Escalate critical issues to the relevant departments for further action when needed.	<ul style="list-style-type: none"> <li>• Graduate (any discipline)</li> <li>• 3 years of work experience in social media management, with knowledge of copywriting, monitoring, content research and reporting.</li> </ul>
25.	Drone Operator with a drone and with all required equipments Tentative Posts- 02	Capture high-quality footage for events, campaigns, and other multimedia content.  Set up and operate the drone, ensuring proper lighting, angles, and framing for optimal shots.	<ul style="list-style-type: none"> <li>• Graduate (any discipline)</li> <li>• 3+ years of work experience in social media management.</li> </ul>
26.	Social Listening Analysts Tentative Posts- 06	Strong analytical skills, experience with social listening tools, and understanding of online conversations	<ul style="list-style-type: none"> <li>• Graduate (any discipline) from a recognized University</li> <li>• Preferably in the space of social media/ social media account operations/analytics operations /communication agency/newsroom operations.</li> </ul>
27.	Social media listening, Monitoring, auditing/any other tools. E.g. - Brand Watch/Similar Tools		
28.	Graphics and Video Editing Tools E.g. - Adobe Illustrator / Adobe Photoshop / Adobe After Effect / Coral / Similar Tools		

**IMPORTANT:**

1. BECIL and DPR MP will notify the successful agency of the number of resources to be deployed for the project from time-to-time. BECIL and DPR MP, as and when required, will notify the successful agency to deploy additional resources or reduce the deployed resources by giving a prior notice of 15 days. The agency will produce monthly invoices based on the actual manpower deployment for the particular month. The cost of per man month against each of the proposed profiles to be quoted separately.
2. The location of deployment of the proposed resources will be in Bhopal or anywhere in India as required by DPR-MP. BECIL and DPR MP may demand additional manpower, if need be, on the same terms and conditions. The DPR MP will provide seats for 80% of resources at an appropriate physical office in Bhopal.
3. The agency must ensure that the onsite deployed resources have their own technology supplies like laptop, necessary software, etc., to perform day-to-day tasks.

**NOTE:**

1. The agency must study the current/past content strategy of all listed social media handles to understand the scale, vision, purpose & the positioning and identify new ways to elevate its social media outreach efforts.
2. The agency must mandatorily comply with all statutory compliances as per Contract Labour (Regulation and Abolition) Act 1970, Payment of Gratuity Act, 1972, Payment of Bonus Act, 1965, Maternity Benefits Act 1961, EPF Act 1952, ESI Act 1948, or other relevant/ applicable statutory rules, regulations, and their amendments promulgated from time to time, in respect of all manpower deployed/ employed by the agency for the purpose of this project. The agency will be required to submit relevant proofs of compliances with such acts/ regulations to BECIL, whenever mandated/ requested by BECIL.
3. BECIL shall not be liable or responsible for any claim, demand, dispute, litigation, penalty, damages, compensation, or liability of whatsoever nature arising out of or in connection with the employment, engagement, deployment, service conditions, remuneration, or statutory benefits of the personnel deployed by the Successful Bidder.
4. 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.
5. Few on-site deployed resources will be required to travel regularly to cover events on social media (in the form of live stream, photography, videography, event, summit, meetings, content creation, posting, etc.). The eligible expenses for any travel will be approved and reimbursed on actuals directly to the selected agency by the DPR MP.
6. All content/assets created as part of the project will be the sole property of the DPR MP.

**2.21. Deliverables:**

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

### 2.21.1 Specific deliverables:

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

### 2.21.2. 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 DPR:

- 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 ongoing 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.

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

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

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

### **2.23 Penalty Clause:**

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

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

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

#### **2.23.1.2 Conflict of Interest**

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

2.23.2. If the selected agency fails to deliver any or all of the services within the original/ re-fixed delivery period(s) specified in the contract, the BECIL on the recommendation of DPR-MP will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever.

2.23.3 That the Agency shall indemnify BECIL in case of imposition of liquidated damages, penalty or third party claims, arising due to negligence, commission of work and non-performance it.

2.23.4 In the event of any penalties, deductions, disincentives, or charges levied by the DPR MP due to poor or substandard quality of work, non-compliance with service standards, or any deficiencies related to the assigned scope of work, the same will be recovered by BECIL from the bills submitted by the Agency.

**DUE DILIGENCE QUESTIONNAIRE**

Ser. No.	Questionnaire	Response from the Company
<b>BACK GROUND DUE DILIGENCE</b>		
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	
<b>CORPORATE DUE DILIGENCE</b>		
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.	
<b>OPERATION DUE DILIGENCE</b>		
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?	
<b>COMPLIANCE DUE DILIGENCE</b>		
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  
BECIL Bhawan, C-56/ A-17, Sector-62,  
Noida 201307, U.P.

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 alt 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) Not withstanding 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  
BECIL Bhawan, C-56/ A-17, Sector-62,  
Noida 201307, U.P.

1. Against purchase order no. \_\_\_\_\_  
dated \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called the said  
contract) entered into between Broadcast Engineering Consultants India Ltd. (BECIL),  
BECIL Bhawan, C-56/A-17, Sector-62, Noida 201307, U.P. (herewith called the Purchaser)  
and \_\_\_\_\_ (hereinafter called the  
supplier), this is to certify that at the request of the supplier we  
\_\_\_\_\_ (hereinafter referred to as the Bank), do as  
primary obligor and not merely as surety, hereby irrevocably unconditionally and absolutely  
undertake against any loss or damage caused to or suffered or would be caused to or  
suffered by the Purchaser by reason of any failure of the supplier to perform or omission or  
negligence to perform any part of his/their obligation, viz. the performance of the contract till  
warranty period, to the satisfaction of the purchaser in term of the contract.

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

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

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

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

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

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

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

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

9. Notwithstanding anything contained herein above.
- (i) Our liability under this guarantee shall not exceed \_\_\_\_\_)
  - (ii) This guarantee shall be valid up to and including \_\_\_\_\_; and
  - (iii) We are liable to pay the guaranteed amount or any part there of under this Bank Guarantee only and only if you have served upon us a written claim of demand on or before expiry of this guarantee.

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

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

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

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

**Date: .....**

**To,  
Broadcast Engineering Consultants India Ltd.,  
BECIL Bhawan, C-56/ A-17, Sector-62,  
Noida 201307, U.P.**

**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, C-56/ A-17, Sector-62,  
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 bidders 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 has 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, U.P.

Full Name of Bidder (Supplier) entity: Full Address of Bidder (Supplier) entity:

<b>S. No.</b>	<b>Financial Year</b>	<b>Turnover of Bidder</b>	<b>Net worth</b>	<b>Remarks</b>
1	2023-24			
2	2024-25			
3	2025-26			
	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  
Broadcast Engineering Consultants India Limited  
BECIL Bhawan, C-56 /A-17, Sector-62,  
Noida 201307, U.P,

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

I/We hereby submit our Bid and undertake to keep our Bid valid for the period of \_\_\_\_\_ 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  
Broadcast Engineering Consultants India Limited  
BECIL Bhawan, C-56 /A-17, Sector-62,  
Noida 201307, U.P.

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, U.P.

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 (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 theselected 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**

<b>Sl. No.</b>	<b>Position (As per clause no. 2.20 of the Annexure-A)</b>	<b>Man- Month rate (in INR)</b>	<b>GST</b>	<b>Total Man-Month rate (in INR) (Inclusive of GST)</b>
1.	Social Media Team Lead			
2.	Graphics Designer			
3.	Video Editor			
4.	Sr. Content Writer			
5.	Content Writer			
6.	Creative Content Writer			
7.	District Coordinators			
8.	Department Handlers			
9.	Social Media platform Executive (Social media management work)			
10.	Live Streaming Video Grapher			
11.	Research Analyst			
12.	Subject Matter Experts (Finance, Admin, Tourism, Infrastructure, Industry, Transport, Good Governance, etc.)			
13.	Monitoring Expert			
14.	Motion Graphics Designer			
15.	2D & 3D Animator			
16.	AI Specialist			
17.	Anchor cum News Bulletin Producers			
18.	Voice Over Artist			
19.	Videographer with all required equipments (Camera Team)			
20.	Photographer with all required equipments (Camera Team)			
21.	Data Analysts			
22.	Illustrator / Cartoonist			
23.	Sr. PR Professional			

24.	QRT (Quick Response Team)			
25.	Drone Operator with a drone and with all required equipments			
26.	Social Listening Analysts			
27.	Social media listening, monitoring, auditing tools (Per Month Subscription Rate)			
28.	Graphics and Video Editing tools (Per Month Subscription Rate)			

**NOTE:**

- Rate to be quoted in INR only.
- **The quoted price shall be inclusive of all costs towards software, licenses, infrastructure, cloud hosting, manpower, security, maintenance, training and support for the entire contract period.**
- **In addition, for S.no. 27 and 28 of BoQ, the bidder shall provide details and corresponding subscription/licensing charges of any other software, platform, analytical tool, AI-based tool, content management tool, reporting tool, or related utility proposed to be deployed for successful execution of the project. No additional payment shall be made by BECIL/Client for any tool, software, license, subscription, integration, or service not specifically quoted by the bidder and deemed necessary for fulfilling the scope of work.**
- **No additional payment shall be made for number of users, dashboards, keywords, reports, alerts, archival or any other usage-based or incidental requirement necessary for full execution of scope.**
- The bidders must ensure strict compliance with data security, data anonymization, confidentiality requirements, and applicable laws including the Digital Personal Data Protection Act, 2023.
- The scope shall be executed strictly in accordance with the RFP Schedule of Requirements, specifications, and functional/technical requirements.
- Bidder should NOT quote the financial cost / financial figures / rates in the technical bid in any case.
- **Submission of NIL value, zero value, partial, ambiguous, conditional or incomplete financial entries shall be treated as non-responsive and shall lead to outright rejection of the bid.**
- Financial quote for all items of work shall be submitted strictly as per Annexure-M/ BoQ format on GeM Portal, and no item shall be left blank, unquoted, or partially quoted.
- No separate charges, reimbursements, or additional claims shall be payable beyond the quoted financial bid. All costs, including incidental, operational, and site-related expenses required for complete execution, shall be deemed included in the quoted price.
- The bidder shall ensure that BoQ rates are quoted strictly as per GeM Portal format and shall be inclusive of all applicable taxes, duties, and statutory levies.

- Taxes and duties shall be quoted as applicable.
- **The empanelled agency shall execute the work at the approved rates throughout the empanelment/contract period, and no request for revision, escalation, or modification of rates shall be entertained under any circumstances.**
- The onsite deployed resources shall arrange and maintain their own required tools, devices, and infrastructure such as laptops, licensed software, and other essentials required for day-to-day execution of services.

**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 onboard 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**

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

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

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

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

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

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

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

**Penalties for false or misleading declarations:**

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

**NON-DISCLOSURE AGREEMENT**

This Confidential Information & Non-disclosure Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2026 (“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 inforce 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** \_\_\_\_\_ **20** \_\_\_\_\_ **Place** \_\_\_\_\_

**For "XXX"**

**"YYY"**