Expression of Interest

for

Selection of Backend Partner/System Integrator for Implementation of GIS-Based Survey, Software Platform for Labour Cess Assessment, Challan Generation and Collection System for Uttar Pradesh Building and Other Construction Workers Welfare Board.

EOI No. BECIL/PROJ/GIS/UPBOCW/26-27/EOI
Dated: 24 July 2026

Issued By
Mr. Chandan Kumar Singh,(Sr.Manager)

बेसिल BECIL	**Broadcast Engineering Consultants India Limited** **(A Government of India Enterprise)** **CIN No. : U32301UP1995GOI017744** ***Corporate Office*:** **BECIL BHAWAN, C-56-A/17, Sector-62, Noida-201 307** **Tel: 0120 4177850, Fax: 0120 4177879** ***Head Office*:** **14-B Ring Road, IP Estate, New Delhi- 110002** **Tel: 011 23378823, Fax: 01123379885** **Web: www.becil.com**

DISCLAIMER

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

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SECTION –I

INTRODUCTION AND BRIEF DESCRIPTION

1. INTRODUCTION

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

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

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

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

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

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

2. INTRODUCTION OF PROJECT/TENDER

Uttar Pradesh Building and Other Construction Workers Welfare Board has floated a tender vide No. UPBOCW/2026/GIS/01 dated 08 July 2026 for the selection of agencies to undertake the proposed GIS-based survey, labour cess assessment, challan generation, distribution, and collection facilitation project. This EOI is for selecting a backend/ technical partner, to assist BECIL in bidding for this tender, and subsequently in the implementation of the project, in case the work is awarded to BECIL.

3.1 ELIGIBLE BIDDERS

That the Prospective Bidder or its Allied firm or sister concern should not be blacklisted/de-barred 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.

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.

That in the event, if the Bidder chooses to be discreet and conceal about its status or about the status of any of its Allied/Sister concern of being debarred, then it shall be construed as a misrepresentation of facts and shall lead to an appropriate action by BECIL.

That the Bidder should not be undergoing any liquidation/insolvency proceedings on the due date of the submission of the bid. In case of any change in the status of declaration by the Bidder, the same shall be notified by BECIL to the Bidder in a span of seven days from the date of initiation of proceeding.

3.2 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.

3.3 ASSURANCE

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

3.4 SITE VISIT

It shall be the responsibility of the Bidder to visit the Premises/Site wherein the work is to be performed or services is to be delivered to obtain all the requisite information that is necessary/essential for preparing the Bids and entering into a Contract. The cost of visiting the Site shall be borne by the Bidder.

The grant of permission by BECIL to the Bidder or its Authorized Representative , for the purpose of Site visit shall be contingent on the express condition that the Bidder and its representatives/agents shall indemnify the Company i.e. BECIL and its personnel from and against all liability in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which, but for the exercise of such permission would not have arisen. That in the event if the Bidder fails to visit the site, it shall not relieve it from the performance of its scope of work/obligations as per the Contract.

3.5 CONTENTS OF THE BIDDING DOCUMENT

That the set of Bidding Documents, include the Annexures given herein below in addition to the Invitation for Bid, together with any amendment/addendum

i. Annexure -I Introduction and Brief Description
ii. Annexure II- Schedule Of Dates
iii. Annexure III- General Terms and Conditions
iv. Annexure IV- Scope of Work and Specification
v. Annexure V- Bid Evaluation and Matrix
vi. Annexure VI- Enclosures and Forms

3.6 CLARIFICATION OF BIDDING DOCUMENT

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

https://becil.ewizard.in

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

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

(iii) Please feel free to contact ewizard helpdesk (as given below) for any query related to

E-tendering Phone No. 011-49606060

Mail id: - helpdesk@ewizard.com

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3.7 ADDENDUM/AMENDMENT TO THE BIDDING DOCUMENT

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

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

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

3.8 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.

3.9 EARNEST MONEY DEPOSIT

EMD/Bid Security: The bidder shall submit an EMD/Bid Security amounting **to ₹1 crore** along with the bid, in the form of a Demand Draft, Bank Guarantee, online transfer, or Insurance Surety Bond.

EMD exemption will be granted to an MSE if the MSE is the lead bidder or sole bidder. No EMD exemption will be granted if only a consortium partner/member is an MSE.

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

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

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

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

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

3.10 INTENT AND IMPORTANT ASPECTS OF THE EXPRESSION OF INTEREST (EOI)

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

BECIL intends to onboard a **Back-end Partner/System Integrator**. The selected partner will support BECIL in the preparation/ submission of bid, and subsequent execution of Tender No. UPBOCW/2026/GIS/01 dated 08 July 2026 for the proposed GIS-based survey, labour cess assessment, challan generation, distribution, and collection facilitation project.

The intent of this EOI is to select a Back-end Technology Partner of BECIL, who will support BECIL in the preparation/ submission of bid, and subsequently work with BECIL for the above-mentioned tender if work gets awarded to BECIL. An MOU/ Agreement will be signed by BECIL with the Back-end Technology partner selected through this EOI, for preparation of bid and participation in the above-mentioned tender.

In case the bid submitted by BECIL against the said tender, is accepted and BECIL receives Work

Order/ Agreement from/ with the Client. BECIL may issue a Work Order to the selected agency. In such a scenario, the following conditions will be applicable, which are to be fully taken into consideration by the bidders, prior submitting a response to this EOI:-

The Back end Technology partner selected through this EOI, may be issued a work order by BECIL, for undertaking the work as per the above mentioned client's tender.

All terms and conditions of the client's tender, and any subsequent amendments/ corrigenda thereof, will be applicable fully on back to back basis on the Back end technology partner selected through this EOI, including all important terms and conditions like EMD, PBG, Payment Terms, SLA conditions, Liquidity Damages, and any other penalties etc.

3.11 Performance Bank Guarantee (PBG):

In case the said tender is awarded to BECIL, the PBG as applicable shall be payable by the selected bidder on back to back basis as per the terms and conditions of Client's Tender. The bidder must submit an undertaking in the bid stating that "they will provide the PBG in accordance with the timeline and the terms and conditions outlined in the client's tender~~.~~

All payments in the Project to the selected agency shall be on back-to-back basis only subject to receipt of corresponding payment from the client. An advance payment may be made to the selected agency, only if BECIL, receives an advance from the customer, provided the selected agency submits a bank guarantee (BG) of 110% of amount to BECIL, in addition to the PBG.

The decision to engage the successful bidder as Back End Technology Partner shall be taken by the Competent Authority of BECIL and accordingly the respective agreement shall be signed.

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

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

Bidders to note that the opening / evaluation of the responses will be subject to accord of extension of last date of bid submission in the primary tender

SECTION –II

IMPORTANT DATES (SCHEDULE AND CRITICAL DATES)

4.1 INSTRUCTIONS FOR E-TENDERING PORTAL OF BECIL

4.1.1 E-TENDER PORTAL FEE

S.N	ACTIVITY	SCHEDULED DATE & TIME
1.	**EOI Number**	**BECIL/PROJ/GIS/UPBOCW/26-27/EOI**
2.	**Date of Issue of EOI**	2 4 .07.2026
3.	**Last date and Time for Submission of bids**	2 8 .07.2026 @ 11:00 AM
4	**Availability of Document**	https://www.becil.com; https://becil.ewizard.in
5	**E-tender Portal Fee** (Non-refundable)	INR 3,540/- E-tender Portal Fee (non-transferrable & non-refundable) payable through online e-Portal
6	**Bidder Enrolment Fee** (Non-refundable)	INR 2360/- Bidder Enrolment Registration fee (non-transferrable & non-refundable) payable through online e-Portal
7.	**RFP document Fee (Form Fee) (Non-Refundable)**	INR 17,700/- (incl GST) Form Fees (non-transferrable & non-refundable) payable through online e-Portal
8.	**EMD/ Bid Security**	Rs 1.00 Cr.
9.	**Address for Communication of bids**	BECIL Bhawan, C-56 / A -17, Sector - 62, Noida – 201307.
10.	**Contact details for this EOI**	Sh. Chandan Kumar Singh, Sr. Manager ,Tele- 0120- 4177850 Email- chandan@becil.com

4.1.2 SUBMISSION OF THE PROPOSAL

The bidders are advised to study the RFP document carefully. Submission of proposals shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. Bidders shall have to submit their proposal (Technical and Financial) online through the e-tendering website **https://becil.ewizard.in**

4.1.3 E-TENDERING PROCEDURE

4.1.3.1 E-Procurement is the complete process of e-tendering from publishing of tenders online, inviting online bids, evaluation and award of contract using the system. You may keep a watch of the tenders floated under **https://becil.ewizard.in**. These will be invited for online Bids. Bidder Enrolment can be done using "Bidder Enrolment".

4.1.3.2 The instructions given below are meant to assist the bidders in registering on the e- tender Portal, and submitting their bid online on **https://becil.ewizard.in** the e-tendering portal as per uploaded bid.

4.1.3.3 More information useful for submitting online bids on may be obtained at: **https://becil.ewizard.in**

4.1.4 GUIDELINES FOR REGISTRATION ON PORTAL

4.1.4.1 Bidders are required to enroll on the e-Procurement Portal by clicking on the link "Online Bidder Enrolment" on the e-tender Portal by paying the **Registration fee of Rs. 2360/- (inclusive of taxes).**

4.1.4.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

4.1.4.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.

4.1.4.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile. Or bidders can contact our help desk for getting the DSC.

4.1.4.5 Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

4.1.4.6 Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC /e-Token.

4.1.4.7 The scanned copies of all original documents should be uploaded in pdf format on portal **https://becil.ewizard.in**

4.1.4.8 After completion of registration payment, bidders need to send their acknowledgement copy on our **help desk mail ID: helpdesk@ewizard.com** for activation of your account.

Helpdesk Number : Tel 011-49606060 , 9355030616, 9560364871

4.1.5 SEARCHING FOR TENDER DOCUMENTS ON PORTAL

4.1.5.1 There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.

4.1.5.2 Once the bidders have selected the tenders they are interested in, you can pay the form fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the tender document.

4.1.6 PREPARATION OF BIDS ON PORTAL

4.1.6.1 Bidders should take into account any corrigendum published on the tender document before submitting their bids.

4.1.6.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.

4.1.6.3 Bidders, in advance, should get ready the bid documents to be submitted as indicated in the tender document /schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Color option which helps in reducing size of the scanned document.

4.1.6.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.

4.1.6.5 These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

4.1.7 SUBMISSION OF BIDS ON PORTAL

4.1.7.1 Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

4.1.7.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by BECIL.

4.1.7.3 Bidder has to select the payment option as "e-payment" to pay the tender fee / EMD as applicable and enter details of the instrument.

4.1.7.4 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

4.1.7.5 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

4.1.7.6 The uploaded tender documents become readable only after the tender opening by the authorized bid openers. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

4.1.8 CLARIFICATION

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

https://becil.ewizard.in

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

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

4.1.8.3 Please feel free to contact ewizard helpdesk (as given below) for any query related to
E-tendering Phone No. 011-49606060
Mail id: - helpdesk@ewizard.com

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SECTION –III

EOI NOTICE & GENERAL TERMS AND CONDITION

5 EOI NOTICE

5.1 Broadcast Engineering Consultants India Limited (BECIL) invites Expression of Interest (EOI), through online mode, for selection of a Back end Technology partner of BECIL, for collaborating with BECIL for participating in Tender No. UPBOCW/2026/GIS/01 dated 08 July 2026 of Uttar Pradesh Building and Other Construction Workers Welfare Board for the selection of agencies to undertake the proposed GIS-based survey, labour cess assessment, challan generation, distribution, and collection facilitation project.

5.2 The EOI must be submitted in English Only. All the documents including the supporting documents/ enclosures etc. must be Calibri/ Aerial/ Times New Roman, font size-12 and fully legible. Supporting documents if in a language other than English must be accompanied by an English translated document. The English version shall prevail in matters of interpretation. EOI Documents which are not legible shall be rejected.

5.3 The representative of agency will require a specific authorization/ board resolution to submit the EOI.

5.4 In case the bidder has any doubt about the meaning of anything contained in the EOI document/pre-bid queries, they shall seek clarification within 2 days of issue of EOI. Except for any written clarification by Shri Chandan Kumar Singh, Sr. Manger, BECIL, no written or oral communication, presentation or explanation by any other employee of BECIL shall be taken to bind or fetter BECIL under the contract. In case of such clarification or otherwise, the extension in the bid submission date of the EOI shall be entirely on the discretion of BECIL taking into the consideration of end client's tender submission due date.

5.5 The Management of BECIL reserves the right to amend or withdraw any of the terms and conditions mentioned in the EOI Document or reject any or all the bids without giving any notice or assigning any reason. The decision of the CMD, BECIL in this regard shall be final and binding on all.

5.6 BECIL reserve the right to amend any term of the EOI at any point of time before the submission and bidder should regularly check the website. Further, BECIL also reserves to increase/ decrease/ delete/ add any BOQ item. Further any amendment done by client after the selection of bidder, all the amendment will be applicable. In case of non-acceptance of such amendment, the EMD submitted will be forfeited by BECIL and blacklisting of agency may be done for a minimum period of 3 years from participating in BECIL EOI/tenders

5.7 The bidder should submit the signed Integrity Pact on a plain paper along with the bid.

5.8 The Bidders will have no right to withdraw from the EOI process post submission of their bid without the formal consent of BECIL.

5.9 Even after participation in the EOI by any bidder will be on "NO COST NO COMMITMENT" basis. The Bidder shall bear all cost associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges, authentication charges and any associated charges including taxes & duties thereon. Further, BECIL will in no case be responsible or liable for these costs, regardless of the outcome of the bidding process.

5.10 For Consortium: Consortium of two bidders is allowed **(i.e., Lead Bidder + Partner) : All financial parameters of lead bidder will be considered for the purposes of this EoI.**

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

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

c. Bids from consortium of maximum two (02) members including a "Lead bidder" are acceptable provided that they jointly fulfil the qualification criteria and requirements stated in the EOI Documents. Participating Consortium shall submit the Agreement as per the format attached at **Annexure-O**, clearly defining the roles and responsibility of each member. Members of consortium shall assume responsibility jointly & severally. In case Consortium is found to be winner in tendering process, the work order shall be awarded to the Consortium.

e. The bid security / EMD shall be submitted by the Lead Member of the Consortium. BECIL will address all communications only to the Lead Member of the consortium.

f. Escrow Account : An escrow account is to be opened by the Consortium Members, and payment will be made by BECIL into the Escrow account of the Consortium members. It is the responsibility of lead bidder to share the details of Escrow bank account of members of Consortium, for the release of applicable payments for this Project.

g. Consortium Agreement: A Consortium Agreement, as per the format attached / Annexed in the EOI, is to be duly signed and submitted along with the bid, by the Consortium. The Consortium Agreement must clearly define the Consortium Leader, who shall be responsible on behalf of the Consortium during the period of evaluation of the bid as well as during the execution and timely completion of all the contractual obligations and shall receive/ send instructions for and on behalf of the Consortium.

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

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

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

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

6 SUBMISSION OF EOI

6.1 EOI, complete in all respects, must be submitted online at https://becil.ewizard.in.

6.2 BECIL may, at its own discretion, extend the date for submission of EOI. In such a case all rights and obligations of BECIL and the bidders shall be applicable to the extended time frame.

6.3 As the EOI can be submitted only up to the defined date and time, there can't be any late bids.

6.4 At any time prior to the last date for receipt of EOI, BECIL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by an amendment. The amendment will be notified on BECIL's website **http://www.becil.com** & **https://becil.ewizard.in** and should be taken into consideration by the prospective bidders while preparing their EOI.

6.5 The bidders will bear all costs associated with the preparation and submission of their bids. BECIL will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

6.6 The bidder shall ensure that it fulfills the eligibility criteria as desired in the EOI and other essential conditions. Compliance statement of Eligibility criteria with the documents submitted as a proof is to be prepared and submitted. The supporting documents may be with list of existing and past clients with details of services offered, details of similar projects executed.

6.7 The EOI should be duly signed on each page by authorized person. Documents authorizing the signatory /Power of Attorney must accompany the bid.

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

6.9 Bidders have to take into account any changes/ amendments made in the end client's tender/ RFP through corrigendum till date of submission of bid in response of EOI.

6.10 Check List of Documents / Information to be Submitted

Sl.	Name / Type of Document
(a)	Bidder Particulars as per format.
(b)	Certificate of Incorporation (for Company/LLP/Proprietorship)
(c)	Memorandum & Articles of Association/Partnership deed/Proprietorship declaration
(d)	Audited financial statements for the last 3 years i.e.FY 2022-23, 2023-24,2024-25.
(e)	ITR Acknowledgment for last 3 years i.e. FY 2022-23, 2023-24, 2024-25.
(f)	Undertaking to provide the PBG in accordance with the timeline and the terms and conditions outlined in the client's tender

Sl.	Name / Type of Document
(g)	GST Registration Certificate
(h)	Copy of PAN Card
(i)	Any other relevant registration documents on registration with other appropriate authorities (ESIC, EPFO, Labour deptt etc.)
(j)	Power of Attorney authorizing the person signing the bid for this EOI.
(k)	Undertaking in letter head to indemnify BECIL from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.
(l)	Undertaking in compliance to Office Memorandum No. F. No. 6/18/2019-PPD, Dated 23-07-2020, Department of Expenditure, Ministry of Finance as per Clause 10 below.
(m)	All the requisite documents in the prescribed formats placed at Annexures to this EoI
(n)	Pre-Contract Integrity Pact as per Annexure-A
(o)	All the documents in support of Technical criteria like Experience Certificates, PO, proposed Makes for the solution, Solution architecture (if asked) and other documents as required.
(p)	Declaration regarding acceptance of Terms and conditions of EOI.
(q)	Undertaking for compliance with signing of Non-disclosure agreement as per clause 39 below.
(r)	Undertaking for payment of EMD/ Bid Security if selected **or** claiming EMD exemption under startup and MSME enclosing the relevant documents **such as registration certificate with MSME & Startup in similar field/ work.**
(s)	Undertaking regarding absence of Conflict of Interest as per clause 14 below
(t)	Consortium agreement in case where bidder is consortium

7 OPENING OF EOI

7.1 The bids submitted against this EOI shall be **opened on 28.07.2026 @ 12:30 PM.** BECIL reserves the right to change the date of opening of bid.

7.2 Bidders who wish to attend opening of EOI may visit BECIL for the same at the designated time, with authorization in proper format on bidder's letter head.

8. RELATIONSHIP BETWEEN THE PARTIES

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

9. INTELLECTUAL PROPERTY RIGHTS:

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

9.2 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.

9.3 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.

9.4 The Bidder shall perform all acts necessary to obtain and continue to have all necessary licenses, approvals, consents of third parties free from any encumbrances and all necessary technology, hardware and software to enable it to perform its obligations under this Contract. If license agreements are necessary or appropriate between the Bidder and third parties for purposes of enabling, enforcing or implementing the provisions hereinabove, the Bidder shall be under an obligation to enter into such agreements at its own sole cost, expense and risk.

10 LAND AND BORDER PROVISION

10.1 The Undertaking at Annexure-K 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.

11 INDEMNITY

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

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

12 CODE OF INTEGRITY

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

a) Offering of any bribe or undue gratification in any form to BECIL or its officials, or indulging in any corrupt practices.

b) Any omission, or misrepresentation that may mislead or attempt to mislead so that a financial or other benefit may be obtained, or any necessary obligation or pre-requisite may be avoided.

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

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

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

f) Obstruction of any investigation or auditing of a procurement process.

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

13 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:

a) Directly or indirectly controls, is controlled by or is under common control with another Bidder; or

b) Receives or have received any direct or indirect subsidy/ financial stake from another Bidder; or

c) Has the same legal representative/ agent as another Bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorized distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or

d) Has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or

e) Participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice- versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub- contractor in more than one bid; or

f) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Details Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc.)of this Tender process; or has a close business or family relationship with a staff of the Procuring Organization who:

(i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or

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

14 UNDUE INFLUENCE

a. 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.

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

15 UNLAWFUL/UNETHICAL PRACTICES

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

15.2 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.

15.3 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:

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

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

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

16.3 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.

17 BLACKLISTING/ DEBARMENT

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

18 RISK AND COST CLAUSE

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

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

18.3 Bidder's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to Bidder including unexecuted portion of work/ supply does not appear to be executable within balance available period.

18.4 Withdrawal from or abandonment of the work by Bidder before completion of the work as per contract.

18.5 Non completion of work/ Non-supply by the Bidder within scheduled completion/delivery period as per RFP or as extended from time to time, for the reason attributable to the Agency/ Bidder.

18.6 Termination of Contract on account of any other reason (s) attributable to Agency/ Bidder

18.7 Assignment, transfer, subletting of Contract by the Agency/Bidder without BECIL's written permission resulting in termination of Contract or part thereof by BECIL

19 PENALTIES

19.1 In the event of any penalties, deductions, disincentives, or charges levied by the Client due to poor or substandard quality of work, non-compliance with service standards, or any deficiencies related to the assigned scope of work, the same shall be recovered from the Bidder.

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

20 CONFIDENTIALITY

a. The Bidder recognizes, accepts and agrees that disclosure of Confidential information to the Staff shall be only on a need-to-know basis and only those staff who are involved in rendering the services and need to have access would alone be informed of Confidential information.

b. The Bidder recognizes, accepts and agrees that all tangible and intangible information obtained or disclosed to the Bidder's and/or its staff, including all details, documents, data, business/ customer information and the BECIL 's practices and trade secrets (all of which are hereinafter collectively referred to as "confidential information") which may be communicated to the Bidder 's and/or its facility staff may be privy under or pursuant to this Contract and/or in the course of performance of the Bidder 's obligations under this Contract shall be treated, as absolutely confidential and the Bidder irrevocably agrees and undertakes and ensures that all its facility staff shall keep the same as secret and confidential and shall not disclose the same at all in whole or part to any Person or persons (including legal entities) an any time or use nor shall allow information to be used for any purpose other than that as may be necessary for the due performance of the Bidder's obligations hereunder except when
required to disclose under the due process and authority of law.

21 RIGHT TO INSPECTION

a. That BECIL and its field officers or its Auditors, shall have the right to carry out inspection checks and tests, and do audit of the Bidder's premises, personnel and records relating to the project in order to ensure there is no compromise on the quality of goods/services provided by the Bidder to the BECIL and its Client. The BECIL has a right to review and monitor the security practices and control procedures adopted by the Bidder. The Bidder shall produce and make available all such books, records, information, etc., related to project work for the purpose of Inspection/ audit as sand when required.

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

22 TERMINATIONS

a. Termination of Contract by BECIL due to Unsatisfactory Performance

a) If the Bidder refuses or fails to execute the specified quantum of work or any separate part thereof with diligence or ensure its completion within the time specified in the RFP, or subsequent work order issued thereto, then it shall be open to BECIL at its option by written notice to the Agency/Bidder to:

b) To terminate the contract without prejudice to any other remedy available under the Contract. That a notice of cure, highlighting the deficiency or problem shall be served on the Agency /Bidder by BECIL, with an opportunity to cure the same within a period of 15 days. That on the non-resolution of deficiency, a notice of termination shall be served on the Agency/Bidder and the Contract shall be deemed terminated after a period of 15 days from the date of notice of termination.

b. Termination due to Breach

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

b) The following sub-clauses shall attract the provision of termination, on the occurrence of the following events -:

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

c. Termination due to Insolvency

a) If the Agency/Bidder dissolves or become bankrupt or insolvent or cause or suffer any receiver to be appointed for its business of any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, then BECIL shall be at liberty :-

b) To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by a fifteen day notice in writing to the Agency/Bidder or to give the Receiver or liquidator or other person, the option of carrying out the contract subject to its providing a guarantee upto an amount to be agreed upon by BECIL for due and faithful performance of the contract.

d. Termination for Convenience

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

23 POST TERMINATION RESPONSIBILITY

23.1 In all cases of termination herein set forth, the obligations of BECIL to pay shall be limited to the period upto the date of termination, subject to the receipt of such payment from the Client.

23.2 That any pending bills raised by the Bidder, prior to or post the termination of the Contract on account of the breach of the terms and conditions of the contract, shall be put on hold, till the time, the corresponding payment is received from the Client and any amount deducted by the Client against the bills raised by BECIL shall be consequently deducted from the bills raised by the Bidder respectively.

23.3 The Bidder shall forthwith stop any of its work then in progress, except such work as BECIL may, in writing, require to be executed at the designated site/premises.

23.4 That in the event of termination under clause 17.1 and 17.2 the whole or part of the performance security furnished by the Agency/Bidder is liable to be forfeited without prejudice to the right of BECIL to recover from the Agency/Bidder any accruing or incurred losses or damages, on account of termination of contract due to unsatisfactory performance/ delay in execution of work.

24 NOTICES

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

Mr. Chandan Kumar Singh,
Sr. Manager,
Broadcast Engineering Consultants India Ltd (BECIL),
C-56/ A-17, Sector-62,
NOIDA-201307, U.P., India.
Email: chandan@becil.com

25 NO WAIVER

25.1 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.

26 AMENDMENT:

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

27 ARBITRATION

27.1 Conciliation of Dispute

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

b. That in the event of reference of dispute for Conciliation, a committee comprising of two members, nominated by each party i.e. the Bidder and BECIL respectively shall try to amicably resolve/settle the dispute.

27.2 Reference of Dispute to Arbitration proceeding post conciliation

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

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

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

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

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

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

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

h) That any claim of damage(s) or losse(s) incurred by BECIL as a consequence of the invocation of the litigation/arbitration proceeding owing to the suspension or abandonment of work by the Bidder/Agency shall be reimbursed by the Bidder/Agency.

i) That if BECIL considers that a dispute under this contract, involves an issue that is related to a dispute under the main contract, then in that event, the Bidder shall assist the main contract, then in that event, the Bidder 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 Bidder

28 JURISDICTION

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

29 Force Majeure

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

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

29.3 In the case of failure to perform this Agreement due to any force majeure, neither party shall be liable for such failure, and this Agreement shall be terminated automatically, if the persistence of such force majeure event continues for more than three months. In the case of failure to perform any part of this Agreement due to any force majeure, the party suffering from such force majeure may be exempted from corresponding liability to the extent of the impact of such force majeure. However, such party shall continue to perform other obligations under this Agreement which have not been affected by such force majeure.

30 SUBCONTRACTING

30.1 The Bidder shall not subcontract the entire or any portion of the work to be performed by it, without the prior written consent of BECIL.

31 EXTENSION OF TIME

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

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

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

32 ASSIGNMENT:

32.1 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.

32.2 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.

32.3 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.

33 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.

34 SEVERABILITY:

34.1 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.

35 ENTIRE CONTRACT:

35.1 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.

36 LIQUIDATED DAMAGES

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

36.2 Any liquidated damages imposed on BECIL by the Client, BECIL shall pass on the entire quantum of liquidated damages to the bidder/ selected agency on back-to-back basis.

36.3 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.

36.4 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 from this Contract or any other Contract with BECIL (which shall also include BECIL's right to claim such amount against Bidder's Bank Guarantee).

36.5 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.

37 POWER OF ATTORNEY

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

38. SIGNING OF NON-DISCLOSURE AGREEMENT

Except with the written consent of the Buyer, the bidder shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

Bidders interested to participate in this RFP, shall have to sign a NON-DISCLOSURE AGREEMENT with BECIL on a non-judicial stamp-paper of Rs. 100. Participation without undertaking for compliance to above shall be invalid and such bids shall not be considered by BECIL.

39. MSME

39.1. The Bidder acknowledges and confirms that 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 BECIL for any delay in payment arising out of delayed release of funds by the Principal Employer/client.

39.2. 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 Bidder Agreement. The Bidder further waives its right to claim Interest on delayed payment by BECIL, under the Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) or any similar legislation or regulation for the time being in force in India.

39.3. The bidder to give the undertaking as per Annexure – M, on a non-judicial stamp-paper of Rs. 100.

SECTION –IV

SCOPE OF WORKS

40. SCOPE OF WORK/SCHEDULE OF REQUIREMENTS

40.1 For detailed scope of work of the project & the Bill of Material, the bidders may refer the Client's Tender document, and its amendments & corrigenda issued subsequently (if any); **Tender details references are as below and the same is also attached along with this EOI.** (*Bidders are instructed to check for any new corrigendum/amendments etc. before bidding*)

Client's Tender Reference No: UPBOCW/2026/GIS/01 dated 08 July 2026 for the selection of agencies to undertake the proposed GIS-based survey, labour cess assessment, challan generation, distribution, and collection facilitation project.

Website: https://etender.up.nic.in

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

SECTION –V

ELIGIBILITY CRITERIA AND EVALUATION

41. ELIGIBILITY CRITERIA AND EVALUATION

S. No.	Eligibility Requirement	Description / Condition	Documents to be Submitted
1.	Legal Status of Bidder	The Bidder must be a company/bidder incorporated/registered in India under the Companies Act, 1956/2013, /Proprietorship/Partnership firm/Limited Liability Partnership (LLP) legally established under the applicable laws of India.	Certificate of Incorporation / Registration Certificate / LLP Registration Certificate/Partnership deed, as applicable.
2.	Authorization to Bid	The bid must be submitted by an authorised signatory of the Bidder.	Board Resolution / Power of Attorney / Authorization Letter
3.	Experience in Government Projects	The Bidder must have relevant experience in Government/PSU projects related to IT /ICT, GIS surveys / System Integration/ Surveillance projects during the last five years.	Relevant Work Orders/ Completion Certificate
4.	GIS/ IT//ITES Project Experience	The Bidder must have experience in at least one GIS/ IT//ITES based project.	Relevant Work Order / Completion Certificate
5.	Financial Capacity	The Bidder should have a minimum average annual turnover of ₹67 Crore during the last three financial years from IT/ITES/ICT/System Integration.	Audited Financial Statements / CA Certificate
6.	Net Worth	The Bidder must have a positive net worth **as on 31.03.2025**	CA Certificate
7.	Bank Solvency	The Bidder shall submit, along with its EOI, a valid solvency certificate for an amount of Rs.1.90 Crore (Rupees One Crore Ninety Lakh Only), duly issued by a Nationalized Bank on or after the date of issuance of the EOI.	Bank Solvency Certificate
8.	ISO Certifications	The Bidder must have valid **ISO 9001 and ISO 14001/27001** certifications.	Copies of valid certificates
9.	OEM Authorization / MAF	Required Manufacturer Authorization Form (MAF) from the OEM(s) for the prescribed solution.	OEM MAF(s)

42. PRELIMINARY EVALUATION

42.1 BECIL shall evaluate the proposals to determine that they are complete, technically complying, no computational errors have been made, required documents as mentioned in the EOI have been furnished, the documents have been properly signed and the response is generally in order.

42.2 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.

42.3 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.

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

43. EVALUATION PROCESS

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

43.2 The bidder's proposals will be evaluated as per the requirements specified in the EOI and adopting the evaluation criteria spelt out in subsequent paras of this EOI document. The bidders are required to submit all required documentation as per evaluation criteria specified in EOI.

43.3 Upon verification, evaluation/ assessment, if in case any information furnished by the bidder is found to be 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 EOI/tenders.

43.4 **BECIL will review the proposal to determine whether the proposals are as per the requirements laid down. Proposals that are not in accordance with these requirements will be liable to be** disqualified at **BECIL's discretion.** Evaluation of proposals shall be based on:

43.4.1 Information contained in the proposal, the documents submitted there to and clarifications provided, if any.

43.4.2 Experience and Assessment of capability of the bidders based on past record.

43.5 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.

43.6 Conditional proposals shall NOT be accepted on any ground and shall be rejected straightway. If any clarification is required by the bidders, the same should be obtained before submission of the proposals.

43.7 Even though bidder satisfy the necessary requirements they are subject to disqualification if they have:

43.7.1 Made untrue or false representation in the form, statements required in the EOI document.

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

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

44. TECHNICAL EVALUATION CRITERIA

The technical evaluation will carry **70 marks**, and the presentation will carry **30 marks**, making a total of **100 marks** for technical evaluation.

S. No.	Evaluation Criteria	Description	Max Marks	Documents Required
1.	Average Annual Turnover during last three years	INR 67 Cr. to 75 Cr. = 5 Marks; >75 Cr. to 83.33 Cr. = 10 Marks; >83.33 Cr. = 15 Marks	15	CA certificate/ Balance sheet
2.	Certifications	ISO 9001 = 5 Marks ISO 9001 & ISO 14001/ 27001 = 10 Marks	10	Copy of certificates
3.	Project Experience	IT/ICT/SI/Surveillance Projects having order value of more than INR 8.5 Cr.; 1 Project = 5 Marks; 2 Projects = 10 Marks 3 Projects = 15 Marks	15	Order copies/ Completion Certificate to be enclosed
4.	Experience in Uttar Pradesh	Any Projects (Ongoing/Completed) orders in Uttar Pradesh during last 10 years 1 to 2 projects = 5 Marks 2 to 4 projects = 10 Marks More than 4 Projects = 20 Marks	20	Order copies/ Completion Certificate to be enclosed
5.	Multi location Project	Any Projects covering Multiple locations in a single order 1 to 8 location = 3 Marks 8 to 17 location = 5 Marks More than 17 location = 10 Marks	10	Order copies/ Completion Certificate to be enclosed

6.	Presentation	Presentation to be made to the Committee of BECIL authorities covering the following :- Understanding of Project, Approach and methodology, Technology showing QR and FR functioning/ Aadhar validation & Implementation Plan	30	Marks shall be given by BECIL. Bidders shall be informed for the presentation date.

Only those bidders who secure at least **70 out of 100 marks** in technical evaluation shall qualify for financial evaluation.

45. FINANCIAL EVALUATION OF THE BIDS :-

The Bids will be financially evaluated as under:

Financial Bid Evaluation.		
		Price and Margin Bid Format: A - Submit Lump sum Prices for supply and service items as per Schedule of Requirements (SoR) and Scope of Work (SoW) in INR (without Taxes). B - Quote margin to BECIL as a percentage of A [Minimum - 5%] C - Absolute value of Margin = A*B D - Overall Quoted price by bidder = A-C NB: GST to be indicated separately.

a) During evaluation, bidders with least “D” will be considered as L1 and shall be declared the successful Bidder.

b) The bid having higher value of “B” will be selected in case of two or more bidders have similar value of D.

c) In case of a tie, the bidder who will be ready to offer higher value of “B” will selected. In case the stalemate/ tie persists, Evaluation Committee of BECIL shall ask the bidders to conduct presentation on their proposed solution/understanding of the Project. Evaluation Committee will then select the bidder whose presentation will be the best, without giving any reasons/ justifications. The decision of Competent Committee of BECIL shall be final in this regard, and shall be abided by all bidders.

d) If the bidder is selected, during the final tender submission, the price to be quoted to the Client shall not be more than price “A” and the margin offered to BECIL shall not be less than “B”.

e) The decision of BECIL shall be final in this regard and cannot be challenged in any manner and also be abided by all the bidders.

f) L1 bidder may be called for further negotiations, if required.

g) A Pre-Bid agreement shall be signed by BECIL with the successful declared L1 bidder as per Pre-Bid Agreement placed at Annexure-N.

h) Bidders are advised to quote the lump sum amount of the BOQ as per the Price bid format provided.

i) The final price quoted in the end client's tender will include the BECIL margin on this EOI, as determined by BECIL. The Bidder shall quote in the Financial Bid the same price that BECIL will quote in the End Client Tender (UPBOCW).

j.) The selected agency will not be allowed to increase the price quoted to BECIL during the final tender submission/ post tender submission.

SECTION –VI

ENCLOSURES AND ANNEXURES

(Annexure-A)

PRE-CONTRACT INTEGRITY PACT

Between

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

And

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

Preamble:

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

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

Section 1 – Commitments of the Principal

1.1. The Principal commits itself to take all measures necessary to prevent Corruption and to observe the following principles: -

a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or Immaterial benefit which he/she is not legally be entitled to.

b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c) The Principal will exclude all known prejudiced persons from the process.

1.2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Office and in addition can initiate disciplinary actions.

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

2.1. The bidder(s) Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a) The Bidder(s) Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract/ or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder(s) Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder(s) Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s) Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" Shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only.

e) The Bidder(s) Contractor(s) will, when presenting himself, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract/Agreement.

2.2. The Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 – Compensation for Damages

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

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

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

Section 5 – Previous transgression

5.1. The Bidder(s) contractor declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2. If the contractor makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banking of business dealings”.

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

6.1. The Bidder(s) Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact and to submit it to the Principal before contract signing.

6.2. The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and Subcontractors.

6.3. The Principal will disqualify from the tender process all bidder who do not sign this Pact or violate its provisions.

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

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

Section 8 – External Independent Monitor/Monitors

8.1. Principal, if required, may appoint competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD of M/s Broadcast Engineering Consultants India Limited (BECIL).
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 & documents of the Bidders / Contractors / sub-contractors with confidentiality.

8.3. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.4. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.5. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

8.6. If the Monitor has reported to the CMD of the BECIL, a substantiated suspicion of an offence under relevant APC/PC Act, and the Chairman BECIL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.7. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

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

Section 10 – Other provisions

10.1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the head office of the Principal, i.e., New Delhi.

10.2. Changes and supplements as well as termination notices need to be made in writing. Side agreement have not been made.

10.3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

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

FOR AND ON BEHALF OF CONTRACTOR **FOR AND ON BEHALF OF PRINCIPAL**

यूनियन बैंक ऑफ इंडिया Union Bank of India
भारत सरकार का उपक्रम A Government of India Undertaking
(A Govt. of India Undertaking)
MID CORPORATE BRANCH, DELHI SOUTH
D -26-28, Connaught Place, NEW DELHI -110001
Tel: 9137849790 ; Fax: 01-11 23414330 ; Swift: UBININBBNDL
Email: ubin0549797@unionbankofindia.bank

UBI/MCB/ADV/2024-25/315 Date: 02.01.2025

MANDATE FORM
TO WHOMSOEVER IT MAY CONCERN

A	Name of The Beneficiary	BROADCAST ENGINEERING CONSULTANTS INDIA LIMITED
i.	Address with Pin Code	BECIL Bhawan, C-56/A17, Sector 62, Noida 201307, Uttar Pradesh
ii.	Permanent Account Number (PAN)	AAACB2575L
iii.	a. Telephone with STD Code	0120-4177850
	b. FAX Number	0120-4177879
	c. Contact Person	Sh. Awadhesh Pandit, General Manager (Finance)
	d. Email Address	gmfinance@becil.com
	e. Mobile No.	9953119035
B	Bank Particulars	
i.	Bank Name	Union Bank of India
ii.	Bank Telephone No. with STD Code	9137849790
iii.	Branch Address with PIN Code	Mid Corporate Delhi South, 26/28, 1st Floor, D Block, Connaught Place, New Delhi 110001
iv.	11 Character IFSC Code of the bank	UBIN0549797
v.	Bank Account Number	565101000065461
vi.	MICR Code	110026046
vii.	Bank Account Type	Overdraft
viii.	If other, Specify	Nil

It is clarified that this information is furnished without any risk and responsibility on our part in any respect whatsoever more particularly as guarantor or otherwise. This certificate is issued at the specific request of the customer for bidding of contract/ tenders.

FOR UNION BANK OF INDIA

Asst. General Manager

(Annexure – C)

Particulars of The Bidder

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

Signature of Authorized Signatory

Place: ________________________
Date: ___________________
Address: ____________________________
Mobile: ___________________________
Email ID: __________________________

(Annexure – D)

Annual Turnover & Net worth

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

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

Full Name of Bidder (Supplier) entity:

Full Address of Bidder (Supplier) entity:

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

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

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

Signature of Authorized Signatory
Place: ________________________
Date: ___________________
Address: ____________________________
Mobile: ___________________________
Email ID: __________________________

(Annexure – E)

Performa of letter of Undertaking for Bid Validity

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

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

I/We hereby submit our Bid and undertake to keep our Bid valid for the period of 240 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: __________________________

(Annexure – F)

Bid Covering Letter

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

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

Dear Sir/Madam,

We, the undersigned, offer to provide Systems Implementation solutions/ 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 EOI document. We would hold the terms of our bid valid for <240> days as stipulated in the EOI document.
We understand you are not bound to accept any Proposal you receive.

Signature of Authorized Signatory

Place: ________________________
Date: ___________________
Address: ____________________________
Mobile: ___________________________
Email ID: __________________________

(Annexure – G)

Credentials Summary

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

Signature of Authorized Signatory

Place: ____________________
Date: _______________
Address: _________________________
Mobile: ________________________
Email ID: _______________________

(Annexure – H)

Self-Declaration For Non Black Listing

ON BIDDER'S LETTER HEAD

Bidder Ref. No.
……………………… Dated :
……………………………….

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

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

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

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

Yours faithfully,

Signature of Authorized Signatory
For _________

Place: _______
Date: ________
Address: __________________________
Mobile: _________________________
Email ID: ________________________

<u>**(Annexure – I)**</u>

Undertaking Regarding Payment Of GST/ Filing Of GST Return

Ref………………………………….. Date

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

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

Dear Sir,

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

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

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

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

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

Signature of Authorized Signatory on behalf of

Agency Address: ____________________
Mobile: _________________________
Email ID: ________________________

(Annexure- J)

Power of Attorney for signing the Bid

KNOW ALL MEN BY THESE PRESENTS,

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

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

For **Name of Bidder**,

Executed

Accepted

Witnesses

(Annexure- K)

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.

EOI Document No: …………………………………… Date: …………………….
Bidder's Name, Address & contact details:
………………………………………. Bidder's Reference No.
………………………………….. Date: …………………….

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

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

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

Penalties for false or misleading declarations:

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

____

(Signature with date)

____

(Name and designation)

Duly authorized to sign Bid for and on behalf of

____

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

<u>**(Annexure- L)**</u>

<u>PRICE BID FORMAT</u>

Note: Prices in Financial Bid should be quoted in the provided format. All prices should be quoted in Indian Rupees only.

Price Schedule / BoQ				
Our details financial proposal is as follows:				
Name of Work: Implementation of GIS-Based Survey, Software Platform for Labour Cess Assessment, Challan Generation and Collection System for Uttar Pradesh Building and Other Construction Workers Welfare Board.				
Bidder Name:				
(This BOQ Template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this)				
Table A				
Rate for First year				
Sl. No	**Work / Description**	**Amount (Rs.)**	**GST**	**Total Amount**
<1>	<2>	<3>		
1	GIS related activity for UP BCOW Board for each district as per scope defined herein. (INR per sq.km. for Each District)			
2	AMC of the application software (Yearly Rates)			
3	Handling support during AMC per person per month			
4	Manpower to be deployed at DLC office during the project execution -- per person per month			
	Offered Margin of Percentage to BECIL	**…………..%**		

<u>**NOTE:**</u>

- <u>**Price as mentioned above in Table S.No. 1 shall only be considered for price comparison and evaluation for arriving at L1 bidder.**</u>
- <u>**The Bidder shall quote in the Financial Bid the same price that BECIL will quote in the End Client Tender (UPBOCW).**</u>
- <u>**The Profit Margin to be offered to BECIL should be a minimum of 5 %.**</u>
- <u>**In the event of any change in applicable taxes, the revised taxes shall be applicable at the time of billing**</u>

(Annexure – M)

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**, MOD, have awarded the work for execution of the project
2. BECIL through this EOI intends to onboard on agency / agencies ………………………………………………………………
3. As per the terms of the EOI, BECIL shall release payment to the selected Bidder/bidders only after receiving the payment from the Principal Employer/client.

NOW THEREFORE, the bidder hereby undertakes and agrees as follows:
1. The bidder acknowledges and confirms that the BECIL shall be liable to make payments only upon receipt of corresponding payments from the Principal Employer/client. Accordingly, the bidder shall not raise any claims, demands, interest, compensation, or initiate any legal proceedings against the BECIL for any delay in payment arising out of delayed release of funds by the Principal Employer/client.

2. The Bidder waives any rights under the Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) or any similar legislation or regulation, to the extent such rights conflict with the agreed payment terms under the Subcontract Agreement. The bidder further waives its right to claim Interest on delayed payment by the BECIL, under the Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) or any similar legislation or regulation for the time being in force in India.

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

Signature & Stamp of Bidder

(Annexure- N)

PRE-BID AGREEMENT

between

Broadcast Engineering Consultants India Ltd
(A Government of India Enterprise)
C-56/ A-17, Sector- 62
Noida- 201307,U.P.

and

[vendor name]
[Vendor Address]

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PRE-BID AGREEMENT

This Pre-Bid Agreement is executed at Noida on this **__th day of _______ 2026** ("**Effective Date**").

Between

Broadcast Engineering Consultants India Limited, a Mini Ratna Public Sector Enterprise of the Government of India having its Registered Office at 56-A/17, Block-C, Sector-62, Noida -201301 (U.P.) and Head Office at 14-B IP Estate Ring Road, New Delhi -110002 acting through **Chandan Kumar Singh** (hereinafter referred to as **"BECIL or First Party")** which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns.

AND

M/s [Vendor full Name], registered under the Companies Act, 2013, having registered office at [Vendor full Address] acting through Mr. [Vendor representative name] (hereinafter referred to as "[**Vendor short name]" or "Second Party"**) which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns.

BECIL and [vendor name] are individually referred to as "**Party**" and collectively as "**Parties**".

ARTICLE 1: PREAMBLE

WHEREAS BECIL represents that it is an ISO 9001:2015, 27001:2013, ISO/IEC 20000:2012 certified, Mini Ratna, Central Public Sector Enterprise (CPSE) of Government of India, which was established on 24th March 1995. BECIL provides Project Consultancy services, Turnkey solutions, System integration, Operation & Maintenance for the entire gamut of radio and television broadcast engineering. BECIL has also diversified into the domain of businesses pertaining to Strategic National Importance and has won major Projects/ Tenders in the field of Security & Surveillance, IT Networking & Data Centre and Communication Intelligence, Third Party Audit of Optical Fiber Networks.

WHEREAS [vendor name]_______________intro___________________________________.

WHEREAS [Client full name] (hereinafter called "[**client short name]**") has issued a tender vide tender no. _________________dated DD.MM.YYYY for [clients Tender Name] hereinafter referred to as "Tender"/"Work"/"Project" (hereinafter called as **Tender or [client short name] Tender or Primary Tender**)

WHEREAS BECIL published EOI No. _______________dated DD.MM.YYYY (hereinafter referred as "**BECIL's EOI**") for [EOI title/name].

AND WHEREAS [vendor name] has been selected as back end partner through the BECIL's EOI process.

AND WHEREAS Parties have accepted to execute the contract if awarded by [Client Name] and shall abide by all terms and conditions of such contract signed thereof.

AND WHEREAS BECIL & [vendor name] **have jointly accepted to collaborate to prepare and submit its competitive bid against the** Tender for [Client Tender Name] floated by [Client Name] vide tender No. ______________________dated DD.MM.YYYY.

AND WHEREAS, this Pre-bid agreement is executed solely for the purpose to bid for the tender issued by

[Client name] for [Client Tender Name] and may be superseded by an inter se agreement once the tender is awarded to BECIL.

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

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

1.2 The Parties wish to work together with the understanding that BECIL shall act as the bidder (sole bidder) and **[vendor name]** as Back end partners for participating in the [Client Name] tender.

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

1.3.1. Tender for [Client Tender Name] vide tender No. ______ dated dd.mm.yyyy.

1.3.2 BECIL's EOI No. ________________dated dd.mm.yyyy for [EOI name].

1.3.2 [vendor name]'s bid received against the BECIL's EOI.

ARTICLE 2: GENERAL

1.1. PURPOSE:

BECIL, as the sole bidder, shall participate in the bidding process in primary tender of [Client Name]. The other party shall function as a back-end partner to support BECIL in fulfilling its obligations under the bid.

The back-end partner hereby undertakes not to participate individually, directly or indirectly, or as part of any other consortium/ arrangement for said tender, either independently or through any of its associates.

2.2 Representation of the Parties: [vendor name] represents to BECIL that as on date of signing this Agreement:

2.2.1 [vendor name] is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement.

2.2.2 That the execution, delivery and performance by [vendor name] of this Agreement has been authorized by all necessary and appropriate corporate or governmental action, and will not, to the best of its knowledge:

(a) Require any consent or approval not already obtained;

(b) Violate any Applicable Law presently in effect and having applicability to it;

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

(d) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage contract, indenture or any other instrument to which [vendor name] is a party or by which [vendor name] or any of their properties or assets are bound or that is otherwise applicable to [vendor name];

(e) Create or impose any license, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of [vendor name] so as to prevent such Parties from fulfilling their obligations under this Agreement.

2.2.3. [vendor name] has not been black-listed by Central/ State Government or any other Government PSU and are not facing/ likely to face any disciplinary proceedings under Indian or under laws of any other country.

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

2.2.5. That there is no litigation pending or, to the best of [vendor name] knowledge, threatened to which it or any of its affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

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

ARTICLE 3: PROJECT BACKGROUND AND SCOPE OF WORK

3.1 Project Background

From Client's Primary Tender

3.2 Scope of Work

The detailed scope of work for System Integrator has been given in the Schedule- I to this Agreement. For the detailed scope of work [vendor name] shall also refer to the primary tender document, its amendments in the form of corrigenda and subsequent contract signed between BECIL and [Client Name]in the event of award of tender.

ARTICLE 4: ROLES AND RESPONSIBILITIES

4.1 BECIL and [vendor name] hereby mutually agree that both of them shall remain as irrevocable members of this tie-up for the complete execution and completion of [Client Name] Tender/Work/Project (as per scope of aforementioned BECIL's EOI & [Client Name] tender).

4.2 DUTIES & OBLIGATIONS OF [vendor name]

4.2.1. [vendor name] will supply entire range of services for efficient completion of scope of works under the [Client Name] tender**.**

4.2.2. For the project to be undertaken, [vendor name] would formulate state-of-the-art, optimum and **General Standards of performance.** [vendor name] shall carry out the Services with due diligence and efficiency, and shall exercise such skill and care in the performance of the services as is consistent with recognized professional standards. [vendor name] shall act at all times so as to protect the interests of BECIL.

4.2.3. [vendor name] have read and understood the terms and conditions of the [Client Name] tender and it agree to support BECIL in abiding by those terms and conditions.

4.2.4. [vendor name] confirms that they understood on-ground technical complication and they agree to have taken into consideration the manpower required on the basis of the scope of work.

4.2.5. [vendor name] has understood the requirement in terms of ROW, Terrain and other clearances required to execute the project. They agree to manage these requirements at their own cost without any liability on BECIL in this regard.

4.2.6. [vendor name] have agreed to accept all the challenges with regard to Time Overrun, Cost Overrun, payment terms & Liquidated Damages & Penalties and confirm, to abide by the timeline in-case the project is awarded.

4.2.7. [vendor name] has agreed to accommodate the change in scope of work by [Client Name] whether or not incidental and ancillary, to achieve the objective as per the [Client Name] tender requirement, without any additional cost to BECIL.

4.2.8. [vendor name] have agreed to abide by all the terms on back to back basis as per the System Integrator duties and Obligations as specified in the [Client Name] tender.

4.2.9 [vendor name] shall be responsible for the detailed Scope of Work at Clause 3.2 and Schedule 1 of this agreement.

4.2.10 Since payment conditions are on back to back basis and time is the essence of the project; [vendor name] should maintain sufficient liquidity/funds for timely and smooth execution of the project.

4.3. DUTIES AND OBLIGATIONS OF BECIL

4.3.1. BECIL shall act as coordinator/ Project Management Consultant. Providing timely feedbacks and correspondences with the [Client Name] on the various stages of project deliverables.

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

4.3.3. To lead the contract negotiations of the project with the [Client Name] authority.

4.3.4. In the event of project getting awarded, BECIL shall act as the only channel of communication between the [Client Name] authority and [vendor name] to execute the project/ Agreement.

4.4. RESPONSIBILITY MATRIX

In addition to the aforementioned duties and obligations of the parties, the Agreement will cover the following scope to be undertaken by Parties as mentioned in the Responsibility Matrix given below.

P-Primary Responsibility
S-Secondary
Responsibility J- Joint
Responsibility
N- No Responsibility

S.No.	Description	BECIL	[vendor name]
	PRE-BID RESPONSIBILITY		
1.	Pre-bidding site survey, if any	**S**	**P**
2.	Fully complied technical bid response preparation as per tender Terms & Conditions.	**J**	**J**
3.	Competitive commercial bid preparation as per tender	**J**	**J**
4.	Documentation and correspondence with the customer.	**P**	**N**
5.	Provisioning of EMD/ Bid Security as pertender requirement.	**P**	**S**
6.	Provision of Back to Back EMD except by MSE/Start Ups as per GoI guidelines.	**N**	**P**
7.	Provisioning of any other required document for bidding.	**J**	**J**
8.	Submission of complete techno-commercial offer to the customer in requisite mode.	**J**	**J**
9.	Any Presentation if required during the tender evaluation.	**S**	**P**
10.	Any other relevant follow up, correspondence and meetings with customer.	**P**	**S**
	POST-BID RESPONSIBILITY (In the event of winning the contract)		
1.	Signing of contract with the [Client Name]	**P**	**N**
2.	Submission of PBG to [Client Name]	**J**	**J**

3.	Submission of back to back PBG to BECIL	**N**	**P**
4.	Any relevant follow up, correspondence and meeting with the customer	**P**	**S**
5.	Executing the entire Scope of Work to the satisfaction of the [Client Name] .	**S**	**P**
6.	Providing project finance/ working capital for timely execution of the project.	**N**	**P**

4.5 **COVENANTS:** The Parties hereby undertake that in the event the BECIL is declared the selected Bidder and awarded the project, BECIL shall enter into an Agreement with [Client Name] for performing all the obligations as **System Integrator**.

ARTICLE 5: COOPERATION OF THE TRANSACTION

5.1 The parties agree to abide by the broad Responsibility Matrix mentioned above and forms an integral part of this Agreement including all the tender terms such as General Requirements, Technical Parameters, Commercial Aspects, Evaluation and Acceptance criteria of the tender, Guarantee/ Warranty terms etc.

5.2 Expenses towards preparation of proposal, submission of bid and other allied activities for submission of bid will be undertaken by the respective parties at their own cost.

5.3 The cooperation for execution of the Project between the parties hereto shall be exclusive, i.e., neither of them shall without the other party's consent - alone or together with another PARTY take part in any agreement or proposal with regard to this tender.

ARTICLE 6: PERIOD OF AGREEMENT

6.1 The term of this agreement shall be for___Months ("Term") from the date of signing of this agreement ("Effective Date") or till the completion of the project & release of all payments thereof whichever is later. All obligations hereunder shall only apply during the Term of this agreement and to such obligations and commitments in relation to the Tender/Work/Project under the scope of BECIL's EOI & [Client Name] tender, as may have been undertaken by the Parties during the Term with validity exceeding the Term. The Term of this agreement can be extended by mutual agreement between the Parties, depending upon the requirement

NB- Completion shall mean certificate of Completion issued by BECIL.

ARTICLE 7: PAYMENT AND COMMERCIAL

7.1. BECIL will Provision the EMD to [Client Name] as per the Primary tender requirement.

7.2 [vendor name] will provision for Back to Back EMD of equal amount to BECIL, except in case the [vendor name] is MSME/Start Ups and are exempted from paying EMD as per GOI guidelines.

7.3. BECIL shall furnish Performance Security in the form of PBG as per the terms and conditions of primary tender.

7.4 [vendor name] will furnish back to back performance Security in the form of PBGs to BECIL as per the terms & conditions of the primary tender. The PBG shall remain valid up to 60 days beyond the date of expiry/date of claim of the PBG submitted by BECIL to [Client Name] .

7.5. [vendor name] will raise its invoices to BECIL based on milestone completion. BECIL will then raise the invoices to [Client Name] (as per relevant clause of primary tender) after getting the relevant documentary proofs of successful completion of the said milestones from [vendor name].

7.6 BECIL shall be entitled to keep **____%** of the project value (of bid value including taxes submitted by BECIL to [Client Name]) as its Project Management Consultancy fees.

7.7 Upon receipt of corresponding payment from the [Client Name] , BECIL shall disburse the payment to [vendor name] within 15 days of receipt of the payment from [Client Name] after deduction of BECIL project management consultancy as per clause 7.6 and expenses as per clause 7.9 and BG making charges, if any.

7.8 All Invoices received from [vendor name] would be inclusive of all statutory taxes/ GST. BECIL will consider invoices raised by [vendor name] to submission of all relevant documents and in case the documents are not proper, BECIL is liable to reject the invoices.

7.9 In case BECIL is required to open the offices, the office rent (including the maintenance & electricity charges as applicable) shall be recovered by BECIL from [vendor name]. Also, the Salaries paid to the manpower deployed on the payroll of BECIL, specifically employed for this project shall be recovered from [vendor name].

7.10 Salaries paid to the manpower deployed on the payroll of BECIL and Office rent paid for this project as per clause 7.9 above, shall be recovered by BECIL from the stage-wise Milestone payments payable to [vendor name].

7.11 Notwithstanding anything contained in any other agreement, document, correspondence, arrangement between the parties in respect of [Client Name] Tender/ Works / Projects, [vendor name] understands, agrees and undertakes that:

7.11.1 [vendor name] participated in BECIL's EOI and that all terms & conditions of the BECIL's EOI shall apply to [vendor name].

7.11.2 The payments terms between BECIL & [vendor name] are on back-to-back basis and the payment shall be released by BECIL only if and when received by BECIL from [Client Name] and subject to terms & conditions of agreement and submission of complete required documents.

7.11.3 [vendor name] 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 [Client Name] . BECIL shall not be responsible in any manner whatsoever for any delay in releasing the payments or withholding of payments by [Client Name] .

7.11.4 The (day) date of delivery of goods and/or rendering of services by [vendor name] shall be the date or realization of payment from the [Client Name] once the goods and/or services are accepted by

[Client Name] .

7.11.5 The stage wise invoices raised by [vendor name] maybe accepted by BECIL, however, the date of completion of the milestone / delivery of goods or services shall only be recognised for invoice and its payment when the respective acceptance of goods or services and payment thereof is received from [Client Name] .

7.11.6 If in the instant contract, [vendor name] is acting only as trader / reseller / distributor/ authorized agents and/ or is engaged in a WORKS contract, no benefits under MSME Act 2006 and PPP Policy 2012 as per MSE Guidelines issued by Ministry of MSME would be applicable to it on account of acceptance of back to back payment terms as above. By agreeing to the terms of [Client Name] Tender, the [vendor name] agrees to forgo its rights under this Act and Policy.

7.11.7 [vendor name] 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 [vendor name]. Further [vendor name] hereby agrees that BECIL reserves the right for reimbursement of any such cost incurred out of the aforesaid noncompliance(s). [vendor name] will provide proof of payment of GST i.e. GSTR-1, GSTR-3B, etc. for taking GST payment from BECIL against invoices.

7.12 Any sum of money due and payable to [vendor name], under this contract for [Client Name] tender entered between the parties herein whether continuing or completed may be appropriated by BECIL and set off against any claim of BECIL of any nature whatsoever, arising under this contract or any other contract entered into between the parties, herein whether continuing or complete.

7.13 There is also expenses towards Office establishments/ Purchase of fixed assets (with mutual consent) in the project. All such expenditure must be treated as direct expenditure and will be borne by directly [vendor name].

7.14. Payments shall be released to [vendor name] only on satisfactory acceptance of the deliverables by [Client Name] for each task and release of payment by [Client Name] as per the schedule given at clause ____________________ primary tender of [Client Name] and Corrigendum issued thereof.

ARTICLE 8: GENERAL TERMS & CONDITIONS

8.1 AGENCY

This Agreement between the parties is on a principal to principal basis and it is agreed that [vendor name] is not and shall not represent itself as an agent of BECIL.

8.2 CONFIDENTIALITY AND NON-DISCLOSURE

8.2.1 The [vendor name]. 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.

8.2.2 The [vendor name]. recognizes, accepts and agrees that all tangible and intangible information obtained or disclosed to the Bidder's and/or its staff, including all details, documents, data, business/ customer information and the BECIL 's practices and trade secrets (all of which are hereinafter collectively referred to as "confidential information") which may be communicated to the[vendor name]. 's and/or its facility staff may be privy under or pursuant to this Contract and/or in the course of performance of the [vendor name]. 's obligations under this Contract shall be treated, as absolutely confidential and the [vendor name]. 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 [vendor name] obligations hereunder except when required to disclose under the due process and authority of law.

.

8.4. INTELLECTUAL PROPERTY RIGHTS

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

8.4.2 The [vendor name] shall, not later than upon termination or expiration of this Contract and/or subsequent Agreement/Contract signed with the [vendor name] , deliver all such documents and software to BECIL/the procuring entity, together with a detailed inventory thereof.

8.4.3 The [vendor name] shall not incorporate any materials, technology or any item or thing that involves the use of intellectual property rights or proprietary rights that the[vendor name] 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.

8.4.4 The [vendor name] 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 [vendor name] and third parties for purposes of enabling, enforcing or implementing the provisions hereinabove, the Bidder shall be under an obligation to enter into such agreements at its own sole cost, expense and risk.

8.5 RISK & COST CLAUSE

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

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

8.5.3 Agency/ Bidder's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to Agency including unexecuted portion of work/ supply does not appear to be executable within balance available period.

8.5.4 Withdrawal from or abandonment of the work by Agency/Bidder before completion of the work as per contract.

8.5.5 Non completion of work/ Non-supply by the Agency/ Bidder within scheduled completion/delivery period as per RFP or as extended from time to time, for the reason attributable to the Agency/ Bidder.

8.5.6 Termination of Contract on account of any other reason (s) attributable to Agency/ Bidder.

8.5.7 Assignment, transfer, subletting of Contract by the Agency/Bidder without BECIL's written permission resulting in termination of Contract or part thereof by BECIL.

8.6 EXTENSION OF TIME

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

8.6.2 Any period within which [Vendor name] 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 [Vendor name] was unable to perform such action.

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

8.7 LIQUIDATED DAMAGES

If the [Vendor name] fails to achieve the completion of the work in accordance with the scheduled completion date as given in the RFP 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:

8.7.1 Any liquidated damages imposed on BECIL by the Client, BECIL shall pass on the entire quantum of liquidated damages to the bidder/ selected agency on back-to-back basis.

8.7.2 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.

8.7.3 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)

8.7.4 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.

8.8 Undue Influence

8.8.1 The [Vendor name] undertakes that it has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the BECIL or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India.

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

8.9 Unethical Practice

8.9.1 If the [Vendor name] has engaged in corrupt, fraudulent, collusive and coercive practices or defaulted commitments under integrity.

8.9.2 Any intentional omission or misrepresentation in the documents submitted by the [Vendor name] for the purpose of due diligence or for the execution of any act essential for the execution of the Project.

8.9.3 If the [Vendor name] 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:

8.10 Penalty for Unethical Practice and Undue Influence

8.10.1Forfeiture of Bank guarantee or any other bond or bid security submitted by the [Vendor name].

8.10.2 Cancellation/ termination of the Contract with the liberty to recover the accrued losses/damages from the pending bills raised by the Bidder against the delivery of material and execution of work.

8.10.3 Initiation of arbitration /legal proceedings to recover losses or damages incurred by BECIL due to the violation of ethical practice or use of undue influence by the [Vendor name].

8.11 PENALTIES

8.11.1 In the event of any penalties, deductions, disincentives, or charges levied by the [Client Name] 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 from the bills submitted by the System Integrator.

8.11.2 The System Integrator shall bear the full financial responsibility for such penalties or deductions imposed on BECIL by [Client Name] and will not be entitled to claim any reimbursement or adjustment for the same.

8.12 TERMINATION

8.12.1 Termination of Contract by BECIL due to unsatisfactory performance

8.12.1.1 If the [Vendor name] refuses or fails to execute the specified quantum of work or any separate part thereof with diligence or ensure its completion within the time specified in the RFP, or subsequent work order issued thereto, then it shall be open to BECIL at its option by written notice to the [Vendor name] to-:

8.12.1.2 To terminate the contract without prejudice to any other remedy available under the Contract. That a notice of cure, highlighting the deficiency or problem shall be served on the [Vendor name] by BECIL, with an opportunity to cure the same within a window period of 15 days. That on the non-resolution of deficiency, a notice of termination shall be served on the [Vendor name] and the Contract shall be deemed terminated after a period of 15 days from the date of notice of termination.

8.12.1.3 That the contract shall stand terminated and shall cease to be in force and in effect after a fifteen day period from the date of the notice of termination. The [Vendor name] in consequence of the above, shall stop forthwith any of its work then in progress, except such work as BECIL may, in writing, require to be executed at the designated site/premises.

8.12.1.4 That the whole or part of the performance security furnished by the [Vendor name] is liable to be forfeited without prejudice to the right of BECIL to recover from the [Vendor name] any accruing or incurred losses or damages, on account of termination of contract due to unsatisfactory performance/ delay in execution of work.

8.12.2 Termination due to breach

8.12.2.1 BECIL may, without prejudice to any other remedy available for the breach of contract, may terminate the contract in sub-sequence to non –resolution of deficiency after the service of a notice of cure with a window period of fifteen days. After the end of the cure period, a 15 (fifteen) days' notice shall be served on the [Vendor name], and the contracts shall be deemed terminated after the end of the period of fifteen days from the date of notice of termination.

8.12.2.2 The following sub-clauses shall attract the provision of termination, in the event if -:

a. If the [Vendor name] has abandoned or repudiated the Contract;

b. If the [Vendor name] has without valid reason failed to commence work on the project promptly;

c. If the [Vendor name] has persistently failed to execute the works/express deliverable in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;

d. If the [Vendor name] defaults in proceeding with the works/job with due diligence and continues to do so after a notice in writing of fifteen (15) days from BECIL;

e. If the [Vendor name] has obtained the contract as a result of undue influence or ahs adopted unethical means/corrupt practices.

f. if the information submitted/furnished by the [Vendor name] is found to be incorrect;

8.12.2.3 That any pending bills/ invoices raised by the [Vendor name] , prior to or post the termination of the contract on account of its breach of terms and conditions shall be put on hold for a period of six weeks, and any amount deducted by the Client against the bills raised by BECIL shall be consequently deducted from the bills raised by the [Vendor name], respectively.

8.12.3 Termination due to Insolvency

8.12.3.1 If the [Vendor name] dissolves or become bankrupt or insolvent or cause or suffer any receiver to be appointed for its business of any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, then BECIL shall be at liberty :-

8.12.3.2 To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by a fifteen day notice in writing to the [Vendor name] or to give the Receiver or liquidator or other person, the option of carrying out the contract subject to its providing a guarantee upto an amount to be agreed upon by BECIL for due and faithful performance of the contract.

8.12.4 Termination for Convenience

BECIL can terminate the Agreement by serving a 30 day notice without assigning any cause or reason on the part of [Vendor name]. The contract shall be deemed terminated after a period of 30 days from the date of termination notice.

8.13 Post Termination Responsibility :

8.13.1 In all cases of termination herein set forth, the obligations of BECIL to pay shall be limited to the period upto the date of termination, subject to the receipt of such payment from the Client.

8.13.2 That any pending bills raised by the [Vendor name]. , prior to or post the termination of the Contract on account of the breach of the terms and conditions of the contract, shall be put on hold, till the time , the corresponding payment is received from the Client and any amount deducted by the Client against the bills raised by BECIL shall be consequently deducted from the bills raised by the Bidder respectively.

8.13.3 The[Vendor name]. shall forthwith stop any of its work then in progress, except such work as BECIL may, in writing, require to be executed at the designated site/premises.

8.13.4 That in the event of termination under clause 8.12.1 and 8.12.2 the whole or part of the performance security furnished by the [Vendor name]. is liable to be forfeited without prejudice to the right of BECIL to recover from the[Vendor name]. any accruing or incurred losses or damages, on account of termination of contract due to unsatisfactory performance/ delay in execution of work

8.14 TAXES

8.14.1 [vendor name] shall bear all taxes and duties etc. levied or imposed on them under the Agreement including but not limited to, Customs duty, Excise duty, GST, any other taxes and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof during the entire Agreement period.

8.14.2 Should [vendor name] fail to submit returns/ pay taxes in times as stipulated under applicable Indian/ State Tax Laws and consequently any interest or penalty is imposed by the concerned authority, [vendor name] shall pay the same. [vendor name] shall indemnify BECIL against any and all liabilities or claims arising out of this Agreement for [Client Name] tender for such taxes including interest and penalty by any such Tax Authority may assess or levy against the BECIL.

8.15 Indemnity

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

a) Any Compensation/ claim or proceeding by any third party against BECIL arising out of any act, deed or omission by the[vendor name] ;

b) Any breach by the [vendor name] of any of its obligations under this Contract or from any negligence under the Contract, including any errors or deficiencies in the performance its scope of work.

8.15.2That BECIL shall have no liability whatsoever for any injury/death to the staff of [vendor name] caused or suffered during the performance of it's obligations hereunder

8.16 ASSIGNMENT AND SUB-CONTRACTING

8.16.1 Neither this agreement nor any of the rights and obligations under it can be assigned by any party. Parties may engage sub-contractors by mutual consent.

8.16.2 [vendor name] shall not participate directly or indirectly whether in consortium or separately in [Client Name] Tender and shall not quote rates to any other party participating/pre-qualified for the current [Client Name] Tender directly or indirectly through its subsidiary, partnership, ownership, individual firm etc.

8.17 FORCE MAJEURE

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

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

8.17.3 In the case of failure to perform this Agreement due to any force majeure, neither party shall be liable for such failure, and this Agreement shall be terminated automatically, if the persistence of such force majeure event continues for more than three months. In the case of failure to perform any part of this Agreement due to any force majeure, the party suffering from such force majeure may be exempted from corresponding liability to the extent of the impact of such force majeure. However, such party shall continue to perform other obligations under this Agreement which have not been affected by such force majeure.

8.18 GOVERNING LAW AND JURISDICTION

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

8.18.2 Where the [vendor name] has not agreed to dispute resolution, the dispute/ claims arising out of the tender and this agreement shall be subject to the jurisdiction of the competent courts at New Delhi, India.

8.19 ARBITRATION CLAUSE

8.19.1 Conciliation of Dispute

8.19.1.1 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.

8.19.1.2 That in the event of reference of dispute for Conciliation, a committee comprising of two members, nominated by each party i.e. the [VENDOR NAME] and Becil respectively shall try to amicably resolve/settle the dispute.

8.19.2 Reference of Dispute to Arbitration

8.19.2.1 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.

8.19.2.2 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.

8.19.2.3 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,

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

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

8.19.2.6 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.

8.19.2.7 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.

8.19.2.8 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 [vendor name] shall be reimbursed by [vendor name]

8.19.4.2 In the event of initiation of AMRCD proceedings between BECIL and the client, the decision / mutual settlement arrived at, on the conclusion of the proceeding between the parties, shall in turn become applicable on [vendor name]

8.21 RIGHT TO INSPECTION

8.21.1 That BECIL and its field officers or its Auditors, shall have the right to carry out inspection checks and tests, and do audit of the Bidder's premises, personnel and records relating to the project in order to ensure there is no compromise on the quality of goods/services provided by the Bidder to the BECIL and its Client. The BECIL has a right to review and monitor the security practices and control procedures adopted by the Bidder. The Bidder shall produce and make available all such books, records, information, etc., related to project work for the purpose of Inspection/ audit as sand when required.

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

8.22 NOTICES

8.22.1 Any notice, invoice, approval, advice, report or notification in connection with this Contract shall be in writing and any notice or other written communication pursuant hereto shall be signed by the party issuing the same and shall be addressed to the BECIL or the System Integrator 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).

(a) Any notice or other document which may be given by either Party under the Contract/ Agreement shall be given in writing in person or by pre-paid recorded delivery post, email.

(b) In relation to a notice given under the Contract/ Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

Name: Mr. Chandan Kumar Singh **Designation:** Sr. Manager **Address:** Broadcast Engineering s India Ltd, C-56/ -17, Sector- 62, Noida- 201307, U.P. **Email:** chandan@becil.com	**Name:** Mr. [vendor representative name] **Designation:**_____ **Address:** [Vendor Address] **Email:** [Vendor Email]

8.22.2 In relation to a notice given under the Contract/ Agreement, a Party shall specify the Parties address for service of notices, any such notice to be copied to the Parties at the addresses set out in this tender.

8.22.3 Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) if delivered between the business hours of 9.00 am and 5.30 pm at the address of the other Party set forth above, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).

8.22.4 Either Party to the Contract may change its address, telephone number, and nominated contact for notification purposes by giving the other Party reasonable prior written notice of the new information and its effective date.

8.23 No Waiver

No failure on the part of the either party hereto to exercise, and no delay on its part in exercising, any right or remedy under this Contract will operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy and the same shall not affect in any manner the effectiveness of any of the provisions of this Contract.

8.24 SURVIVAL

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

8.24.2 Each indemnity and guarantee arising in respect of this agreement survives the performance of obligations arising out of or under this agreement and the termination of this agreement and will continue in force as long as necessary to affect their purpose.

8.25 AMENDMENT

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

8.26 SEVERABILITY

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

8.27 DAMAGES

Once the Bid has been submitted for primary tender of [Client Name] , [vendor name] cannot withdraw from the Agreement. Any damage/ loss caused to BECIL due to failure on the part of the [vendor name] to enter into a detailed agreement with [Client Name] shall be borne by the [vendor name] and will be made good by the [vendor name] in case BECIL has to make payment of any damages/penalty to [Client Name].

8.28 LIMITATION OF LIABILITY:

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

8.29 By signing this Agreement, BECIL, and [vendor name] acknowledge that it correctly records the understanding they have reached with regard to the Project.

8.30 [vendor name] shall be liable to BECIL to compensate any losses or damages if so suffered by BECIL for any breach of this agreement and/ or action initiated by the [Client Name] for non-performance of the contract.

8.31 Nothing in this agreement shall constitute, create or give effect or recognize a , partnership or business entity of any kind.

8.32 On award of the work of the [Client Name] tender to BECIL, BECIL may enter into a detailed Inter-se Agreement with [vendor name] based on the terms and Conditions of the agreement, BECIL EOI, [Client Name] tender as well as the Contract signed between BECIL & [Client Name] .

8.33 After mutual consultation, a joint team consisting of representatives of the parties will be formed for various activities like, technical discussions, deciding the preparation of final Bid/ offer, terms & conditions and demonstration of functionality required in the [Client Name] Tender/Work/Project.

8.34 Expenses towards bid preparation would be borne by the individual Parties viz. BECIL and [vendor name] for their respective work. BECIL will not reimburse any such expenses to [vendor name] towards preparation and submission of the bid.

8.35 Notwithstanding anything contained in any other agreement, document, correspondence, arrangement between the parties in respect of [Client Name] Tender/ Works / Projects, the [vendor name] understands, agrees and undertakes that:

8.35.1 At any given point of time, [vendor name] may not assign or delegate its rights, duties or obligations under this agreement to any other party, without prior written consent of BECIL.

8.35.2 In the event of breach of any of the terms & conditions of this agreement or in case of any default of any terms & conditions of this agreement, on the part of [vendor name], BECIL reserves the right to take necessary steps / action as per available documents, including but not limited to, termination of contract, forfeiture of Performance Security / EMD, blacklisting / banning etc. and execute the work at the risk & cost of the [vendor name].

8.36 BLACKLISTING/ DEBARMENT

[vendor name] shall be debarred/blacklisted from bidding for the contract/tender/EOI floated by BECIL for a period of two years, for violation of the code of integrity, Conflict of Interest as well as for the material breach of 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.

8.38 MSME

8.38.1 The Subcontractor acknowledges and confirms that the Main Contractor shall be liable to make payments only upon receipt of corresponding payments from the Principal Employer/client. Accordingly, the Subcontractor shall not raise any claims, demands, interest, compensation, or initiate any legal proceedings against the Main Contractor for any delay in payment arising out of delayed release of funds by the Principal Employer/client.

8.38.2 The Subcontractor 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 Subcontractor further waives its right to claim Interest on delayed payment by the Main

Contractor, 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.

8.39 COUNTERPARTS

This agreement is executed in two counterparts, with each party retaining one original.

8.40 ENTIRE AGREEMENT

This agreement hereto constitutes the entire agreement between the Parties with regard to the subject matter contained in this agreement and supersedes all prior negotiations, representations, agreement and understandings, written or oral preceding the execution of this agreement.

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

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

On Behalf of BECIL	On Behalf of [vendor name]
(Chandan Kumar Singh) Sr. Manager	(vendor representative) title
Signature of Witness: Name: Title:	Signature of Witness: Name: Title:

SCHEDULE 1: DETAILED SCOPE OF WORK

[from client primary tender]

(Annexure - O)

Consortium Agreement

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

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

AMONGST

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

AND

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

The Consortium consisting of M/s ------- and M/s -------- shall be referred to as "**Consortium**", individually referred to as "**Party**" and collectively as "**Parties**".
M/s ______ shall be referred to as the 'Lead Member' of the Consortium.

ARTICLE 1: PREAMBLE

WHEREAS BECIL represents that it is an ISO 9001:2015, 27001:2013, ISO/IEC 20000:2012 certified, Mini Ratna, Central Public Sector Enterprise (CPSE), falling under the purview of the Ministry of Information and Broadcasting Government of India, which was established on 24th March 1995. That BECIL provides Project Consultancy services, Turnkey solutions, System integration, Operation & Maintenance for the entire gamut of radio and television broadcast engineering. BECIL has also diversified into the domain of businesses pertaining to Strategic National Importance and has won major Projects/ Tenders in the field of Security & Surveillance, IT Networking & Data Centre and Communication Intelligence, Third Party Audit.

WHEREAS M/s BECIL has published an EOI ______ dated _____ for ________, hereinafter called the EOI.

AND WHEREAS the Consortium is interested in submitting its bid in response to the BECIL's EOI. Further, in case of award of work by M/s BECIL in respect of this EOI, the Consortium is willing to undertake and execute the scope of work as per the EOI, and undertakes to abide by all terms and conditions of such work order awarded by BECIL, if any.

AND WHEREAS the Lead Member & Consortium Member have jointly accepted to form a consortium to prepare and submit its competitive bid against the BECIL's EOI.

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

AND WHEREAS, this consortium agreement is executed solely for the purpose to bid as a consortium for the EOI issued by M/s BECIL pertaining to ________, and also to undertake and execute the scope of work as per the EOI, if the work order is awarded by BECIL .

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

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

1.2 The Power of Attorney as per the format attached in BECIL's EOI, duly signed by the Consortium, shall be deemed to form and be read and construed as part of this Agreement.

2: GENERAL

2.1. PURPOSE

2.1.1 The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purpose of jointly participating in the bidding process for the BECIL's EOI, and also to undertake and execute the scope of work as per the EOI, if the work order is awarded by BECIL.

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

3 OBJECT AND COLLABORATION

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

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

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

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

4 Representation of the Parties:

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

4.1 The members of the Consortium are duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement.

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

(a) Require any consent or approval not already obtained;

(b) Violate any applicable Law presently in effect and having applicability to it;

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

(d) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which any Consortium Member is a party or by which Consortium Member or any of their properties or assets are bound or that is otherwise applicable to Consortium Member:

(e) Create or impose any license, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of Consortium Members so as to prevent such Parties from fulfilling their obligations under this Agreement.

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

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

4.5 That there is no litigation pending or, to the best of Consortium Member's knowledge, threatened to which it or any of its affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

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

PROJECT BACKGROUND AND SCOPE OF WORK

5.1 Project Background

5.1.1 That M/s Broadcast Engineering Consultants India Limited, has issued an EOI no. ________ dated _______ for ____________.

5.1.2 That the aforesaid EOI No. _________________ dated ___________ with all the amendments or corrigendum (as available on the BECIL website) as well as scope of work contained therein, will be carried out by the Bidder / Consortium members, in case the work is awarded to the Consortium by BECIL.

6. Scope of Work

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

7. JOINT AND SEVERAL RESPONSIBILITIES OF CONSORTIUM MEMBERS

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

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

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

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

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

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

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

8. DUTIES & OBLIGATIONS OF CONSORTIUM MEMBERS

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

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

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

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

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

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

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

9. DUTIES AND OBLIGATIONS OF LEAD MEMBER OF THE CONSORTIUM

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

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

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

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

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

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

10. COOPERATION OF THE TRANSACTION

10.1 Expenses towards preparation of proposal, submission of bid and other allied activities for submission of bid will be undertaken by the respective parties at their own cost.

10.2 The cooperation for execution of the Project between the parties hereto shall be exclusive, i.e., neither of them shall without the other party's consent - alone or together with another PARTY take part in any agreement or proposal with regard to BECIL's EOI.

11. PERIOD OF AGREEMENT

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

12. PAYMENT AND COMMERCIAL

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

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

12.3 Escrow Account : An escrow account is to be opened by the Consortium Members, and payment will be made by BECIL into the Escrow account of the Consortium members. It is the responsibility of lead bidder to share the details of escrow bank account of members of Consortium, for the release of applicable payments for this Project.

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

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

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

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

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

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

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

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

13. GENERAL TERMS & CONDITIONS

13.1 AGENCY

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

14. CONFIDENTIALITY

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

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

15. TERMINATION

15.1 That there shall be no change to the composition of the consortium during the subsistence of the term of this Agreement. That neither of the Party can terminate nor exit the consortium, and the said exit shall only be valid once, acceptance /approval for the same is granted by M/s BECIL.

16. ARBITRATION/DISPUTE RESOLUTION

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

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

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

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

17. INTELLECTUAL PROPERTY RIGHTS

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

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

18. INDEMNITY

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

a) Any Compensation/ claim or proceeding by any third party against BECIL arising out of any act, deed or omission by the Consortium Member;

b) Any breach by the Consortium Member of any of its obligations under this Agreement or from any negligence under the Contract, including any errors or deficiencies in the performance its scope of work.

19. ASSIGNMENT AND SUB-CONTRACTING

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

20. GOVERNING LAW AND JURISDICTION

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

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

21. WAIVER

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

22. SURVIVAL

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

23. VARIATION

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

24. LIQUIDATED DAMAGES

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

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

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

24.4 BECIL may without prejudice to its right to effect recovery by any other method, deduct the amount of Liquidated Damages from any money belonging to the Consortium Member which has become due or payable.

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

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

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Consortium Agreement as of the date first above mentioned.
This Agreement has been signed on behalf of the parties by their respective duly authorized representatives as of the Effective Date.

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

CUSTOMER RFP

Request for Proposal (RFP)

"Implementation of GIS-Based Survey, Software Platform for Labour Cess Assessment, Challan Generation and Collection System for Uttar Pradesh Building and Other Construction Workers Welfare Board"

Uttar Pradesh Building & Other Construction Workers Welfare Board (UPBOCW), Lucknow

2nd Floor, A & D Block,
Kisan Mandi Bhawan, Vibhuti Khand,
Gomti Nagar, Lucknow – 226010

RFP Reference Number: UPBOCW/2026/GIS/01
Dated:08/07/2026

Contact Person: Sher Singh / Nicky Naincy
Telephone No.: 9997188860/ 9455140861
Email: ceo_upbocw@up.gov.in

Index

Disclaimer

This Request for Proposal (RFP) document has been prepared by the **Uttar Pradesh Building and Other Construction Workers Welfare Board** (hereinafter referred to as the **"Board"**) solely for the purpose of inviting proposals from eligible **UP State and Central Public Sector Undertakings (PSUs) only** for the selection of agencies to undertake the proposed GIS-based survey, labour cess assessment, challan generation, distribution, and collection facilitation project.

The information contained in this RFP is intended only to assist prospective bidders in the preparation of their proposals. It does not purport to contain all the information that may be required by bidders and shall not be construed as a commitment, representation, or warranty, express or implied, on the part of the Board or any of its officers, employees, or advisors.

UP BOCW Welfare Board makes no representation or warranty as to the accuracy, completeness, or adequacy of the information contained in this RFP and shall not be liable for any loss or damage arising out of or in connection with the use of this RFP or reliance placed on any information contained herein.

UP BOCW Welfare Board reserves the right, without assigning any reason, to:

- Amend, modify, or withdraw this RFP, in whole or in part, at any stage of the bidding process.
- Cancel the RFP process or reject any or all proposals received.
- Accept or reject any proposal without the obligation to inform the affected bidder(s).

No bidder shall have any claim against the Board or its officers arising out of or relating to this RFP process.

All costs incurred by bidders in preparing and submitting their proposals, including participation in presentations, discussions, or negotiations, shall be borne solely by the bidders, and the Board shall not be responsible or liable for such costs, regardless of the outcome of the RFP process.

By submitting a proposal pursuant to this RFP, the bidder shall be deemed to have:

- Examined the RFP document in full
- Understood and accepted all terms and conditions contained herein
- Agreed that the decision of the Board shall be final and binding

This RFP shall be governed by and construed in accordance with the laws applicable in the State of Uttar Pradesh and the laws of India.

Section 1: Notice Inviting Request for Proposal (RFP)

The Uttar Pradesh Building and Other Construction Workers Welfare Board invites proposals from eligible UP State and Central Public Sector Undertakings (PSUs) only for the implementation of an integrated digital system. The objective of this initiative is to enhance transparency, efficiency, and governance in statutory processes related to labour welfare and cess administration.

This Request for Proposal (RFP) outlines the scope of work, eligibility criteria, evaluation methodology, and contractual obligations for the selection of a suitable agency through a competitive bidding process.

1.1 Nature of the Assignment

The assignment includes:

- Conducting a GIS-based survey for identification of construction activities
- Developing and implementing a centralised software system.
- Assessment of construction costs.
- Calculation of labour cess.
- System-driven challan generation.
- Facilitation of cess collection.
- MIS reporting and analytics.
- Capacity building of stakeholders.
- Generation and Distribution of Challan.

Further details are provided in subsequent sections of this RFP.

1.2 Mode of Selection

- The selection of the bidder shall be carried out through the **Quality Cum Cost Based Selection (QCBS)** method.
- The process shall comply with applicable Government of India and Government of Uttar Pradesh procurement guidelines.

1.3 Eligibility of Bidders

- **Participation in this RFP is restricted to Uttar Pradesh State and Central Public Sector Undertakings (PSUs) only.**
- Non-PSU organizations shall not be eligible to participate.

1.4 Mode of Tendering

- The RFP shall be processed through e-Tendering mode.
- The RFP document can be downloaded from designated websites, including the UP e-Procurement Portal.

- Bids must be submitted online only through the UP e-Procurement System, in accordance with the prescribed procedures and timelines.
- Bids submitted through any other mode shall not be accepted.

1.5 Tender Fee & Earnest Money Deposit

- PSUs are requested to submit a Bid Securing Declaration (BSD**)** in lieu of the tender fee.

1.6 Availability of RFP Document

- The complete RFP document, including all schedules and annexures, shall be available for download from: UP e-Procurement Portal **- https://etender.up.nic.in**

- Bidders are advised to regularly visit the portal for updates, corrigenda, addenda and clarifications.

1.7 Important Dates

The schedule of key tendering events is as follows:

SR. No.	Key Event	Details
1	Start date of download of RFP document	
2	Pre-bid meeting (if applicable)	
3	Last date and time for submission of bids	
4	Date and time of opening of technical bids	

1.8 Right to Accept or Reject Bids

The **Board** reserves the right to **accept or reject any or all bids**, to annul the bidding process, or to reject all bids at any time prior to the award of the contract, **without assigning any reason** thereof and **without incurring any liability** to the bidders.

Section 2: Background of the Project

2.1 About Uttar Pradesh Building and Other Construction Workers Welfare Board

The Uttar Pradesh Building and Other Construction Workers Welfare Board (Board**)** is a statutory body constituted by the Government of Uttar Pradesh. The Board is responsible for implementing welfare measures for building and other construction workers engaged in construction activities across the State of Uttar Pradesh. Its mandate includes the formulation, administration, and execution of various social security and welfare schemes aimed at improving the living and working conditions of construction workers and their families**.**

The welfare schemes implemented by the Board are primarily funded through the Labour Cess collected from construction establishments, as mandated under the Social Security Code 2020 **[**Building and Other Construction Workers Welfare Cess Act**.**1996] Efficient assessment, collection, and management of labour c**ess** is therefore critical to the financial sustainability of the Board and the successful delivery of welfare benefits to registered beneficiaries.

The Board intends to undertake GIS-based activities for labour cess collection across 25 districts of Uttar Pradesh. For the purpose of the GIS survey, the Area of Interest (AOI) has been delineated based on the urban area boundaries as per the records obtained from the respective Nagar Nigam, Nagar Palika Parishad, Nagar Panchayat, and Development Authorities. In the event of any increase or decrease in the AOI during the course of the project, the selected vendor shall discuss the proposed changes with the Board and obtain its prior approval before proceeding with the survey or related activities.

Divisions of Uttar Pradesh (18 in Total)

To make administration more efficient, the 75 Districts of Uttar Pradesh are organised into 18 Divisions .Board wants to do labour cess GIS activities in about **25 districts**.

Agra	**Agra, Mathura, Firozabad**,
Aligarh	**Aligarh**,
Ayodhya	**Ayodhya**,
Bareilly	**Bareilly**, **Shahjanpur**
Jhansi	**Jhansi**
Kanpur	**Kanpur Nagar, Etawah**
Lucknow	**Lucknow, , Unnao**,
Meerut	**Meerut, Ghaziabad, Gautam Buddha Nagar, Baghpat, Bulandshahar, Hapur**
Moradabad	**Moradabad, Amroha**
Prayagraj	**Prayagraj**, **Fatehpur**,
Saharanpur	**Saharanpur, Muzaffarnagar**
Varanasi	**Varanasi**,
	For the purpose of the GIS Survey, urban area boundaries have been considered based on records obtained from Nagar Nigam, Nagar Palika, and Development Authorities.

UTTAR PRADESH
DISTRICT MAP
N
HIMACHAL PRADESH
UTTARAKHAND
CHINA (TIBET)
INDIA
HARYANA
NEPAL
DELHI
RAJASTHAN
MADHYA PRADESH
MADHYA PRADESH
BIHAR
JHARKHAND
CHHATTISGARH
Saharanpur
SAHARANPUR
SHAMLI
Shamli
Muzaffarnagar
MUZAFFARNAGAR
BIJNOR
Bijnor
BAGHPAT
Baghpat
MEERUT
Meerut
MORADABAD
Moradabad
Amroha
Rampur
RAMPUR
GHAZIABAD
Ghaziabad
HAPUR
Hapur
AMROHA
Pilibhit
Greater Noida
Bulandshahar
SAMBHAL
BAREILLY
Bareilly
PILIBHIT
Bahjoi
GAUTAM BUDDHA NAGAR
BULANDSHAHR
LAKHIMPUR KHERI
BUDAUN
Budaun
SHAHJAHANPUR
Aligarh
ALIGARH
Shahjahanpur
Lakhimpur
Kasganj
KASGANJ
MATHURA
SHRAVASTI
Bhinga
Hathras
Sitapur
Bahraich
BALRAMPUR
Mathura
HATHRAS
ETAH
Etah
FARRUKHABAD
Hardoi
SITAPUR
BAHRAICH
Balrampur
SIDDHARTHNAGAR
Naugarh
MAHARAJGANJ
FIROZABAD
Mainpuri
Fatehgarh
HARDOI
Maharajganj
Agra
Firozabad
MAINPURI
Kannauj
BARABANKI
Gonda
AGRA
KANNAUJ
LUCKNOW
GONDA
SANT KABIR NAGAR
KUSHINAGAR
ETAWAH
Barabanki
Basti
Padrauna
Etawah
UNNAO
Lucknow
Faizabad
BASTI
Khalilabad
Gorakhpur
AURAIYA
AYODHYA (FAIZABAD)
GORAKHPUR
Deoria
Auraiya
KANPUR DEHAT
Unnao
Akbarpur
AMBEDKAR NAGAR
RAEBARELI
AMETHI
Sultanpur
DEORIA
Akbarpur
Kanpur
KANPUR NAGAR
JALAUN
Raebareli
Gauriganj
SULTANPUR
Azamgarh
MAU
Orai
Pratapgarh
Fatehpur
Hamirpur
JAUNPUR
AZAMGARH
Mau
BALLIA
Ballia
FATEHPUR
PRATAPGARH
HAMIRPUR
Jaunpur
GHAZIPUR
JHANSI
Manjhanpur
Prayagraj (Allahabad)
Ghazipur
Jhansi
Banda
KAUSHAMBI
S.R. NAGAR (BHADOHI)
VARANASI
MAHOBA
BANDA
Mahoba
CHITRAKOOT
Gyanpur
Varanasi
Chandauli
PRAYAGRAJ (ALLAHABAD)
Chitrakoot Dham
Mirzapur
CHANDAULI
MIRZAPUR
Lalitpur
LALITPUR
Robertsganj
SONBHADRA
LEGEND
International Boundary
State/UT Boundary
District Boundary
State Capital
District Headquarter
Map not to Scale
Copyright © 2019 www.mapsofindia.com

Division	Districts	Bidder
Ayodhya	Ayodhya	L1
Bareilly	Bareilly	L1
	Shahjahanpur	L1
Kanpur	Kanpur Nagar	L1
	Etawah	L1
Lucknow	Lucknow	L1
	Unnao	L1
Meerut	Meerut	L1
	Ghaziabad	L1
	Gutam Buddha Nagar	L1
	Bulandshahar	L1
	Baghpat	L1
	Hapur	L1
Prayagraj	Prayagraj	L1
	Fatehpur	L1
Varanasi	Varanasi	L1
Agra	Agra	L2
	Mathura	L2
	Firozabad	L2
Aligarh	Aligarh	L2
Jhansi	Jhansi	L2
Moradabad	Moradabad	L2
	Amroha	L2
Saharanpur	Saharanpur	L2
	Muzaffarnagar	L2

2.2 Statutory and Legal Framework

The collection of labour cess and the administration of welfare measures for construction workers are governed by a well-defined statutory framework, which includes, inter alia:

- The Occupational Safety, Health And Working Conditions Code, 2020 [The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996] which provides for the regulation of employment, conditions of service, and ensures safety, health, and welfare of construction workers.
- Social Security Code 2020 [The Building and Other Construction Workers' Welfare Cess Act, 1996] which mandates the levy and collection of cess on the cost of construction incurred by employers, at prescribed rates, for financing welfare measures.
- Rules, notifications, and guidelines issued by the Government of India and the Government of Uttar Pradesh from time to time, governing assessment, collection, accounting, and utilisation of labour cess.

To ensure compliance with the above statutory provisions, it is essential for the Board to maintain an accurate, comprehensive, and up-to-date database of construction activities, and to adopt transparent, consistent, and robust mechanisms for the assessment and collection of labour cess.

2.3 Importance of Labour Cess for Welfare Administration

Labour cess constitutes the primary source of revenue for the **Board** and serves as the financial backbone for the implementation of welfare schemes. These include healthcare assistance, educational support, housing benefits, pensions, maternity benefits, accident assistance, and other social security measures for registered construction workers.

Any inefficiency, leakage, or delay in the assessment and collection of labour cess directly impacts the availability of funds for these welfare initiatives. Strengthening the cess assessment and collection mechanism is therefore not merely an administrative necessity, but a critical enabler for effective social welfare delivery and sound financial governance.

2.4 Need for GIS-Based Survey and Technology-driven Intervention

Given the scale, complexity, and geographic spread of construction activities across Uttar Pradesh, traditional methods of identification and assessment are no longer adequate. There is a compelling need to adopt modern, technology-driven solutions—particularly leveraging Geographic Information Systems (GIS), drone surveys, satellite imagery, 360° street views, and field-based digital data collection—to create a reliable and verifiable database of construction activities.

A GIS-based approach enables:

- Systematic identification and mapping of construction properties;

- Spatial analysis and validation of construction footprints.
- Realistic visualisation of identified constructions.
- Integration of satellite imagery with ground-truth data.
- Creation of a single, authoritative repository of construction-related information for the State.

When integrated with a centralised software platform for cess assessment and challan management, such a system ensures enhanced accuracy, transparency, scalability, and legal defensibility in labour cess administration.

2.5 Need for Software-Based Assessment, Challan Generation, and Collection System

To address existing gaps and align with the Government's broader objectives of digital governance, transparency, and ease of compliance, it is imperative to establish a centralised software system that supports the complete cycle of labour cess management.

The proposed system shall:

- Enable standardised and rule-based assessment of construction costs and labour cess;
- Ensure that labour cess challans are generated exclusively through the system, eliminating manual intervention;
- Facilitate end-to-end tracking of challans, payments, and outstanding dues;
- Provide real-time dashboards, MIS reports, analytics, and visual references to support monitoring, enforcement, and decision-making;
- Maintain comprehensive audit trails and historical records to ensure statutory compliance and enable future reference.
- The software to be developed for the GIS Survey, together with all data collected, generated, processed, or stored therein, shall be the sole and exclusive property of the Uttar Pradesh Building and Other Construction Workers Welfare Board and all rights, title, and interest therein shall vest exclusively in the Board.

Section 3: Objectives of the Project

The overarching objective of this project is to establish a comprehensive, technology-driven, transparent, and sustainable framework for the identification of construction activities, assessment of construction cost, calculation of labour cess, and facilitation of labour cess collection across the State of Uttar Pradesh, thereby strengthening the financial capacity of the Uttar Pradesh Building and Other Construction Workers Welfare Board to effectively deliver welfare schemes to registered construction workers.

The specific objectives of the project are elaborated below:

3.1 Creation of a Comprehensive and Authentic Database of Construction Activities

To develop a state-wide, GIS-based and field-validated database of construction activities, including buildings and other construction works, by leveraging drone surveys, satellite imagery, GIS mapping, and ground-level data collection as well as latest technology, if any so as to ensure comprehensive coverage, eliminate omissions, and establish a single, authoritative source of information on construction activities within the jurisdiction of the Board.

3.2 Scientific and Standardised Assessment of Construction Cost

To implement a uniform, rule-based and scientifically validated methodology for estimation of construction cost, taking into account applicable norms, schedules of rates, construction typologies, and statutory provisions, in order to ensure consistency, accuracy, fairness, and legal defensibility in the assessment of construction cost across the State. To create a visual reference of constructions through 360-degree street views of the identified constructions.

3.3 Accurate and Automated Calculation of Labour Cess

To enable automated computation of labour cess based on assessed construction cost, in strict compliance with the applicable provisions of the Social Security Code 2020 and related Rules, thereby minimizing human discretion, reducing errors, and ensuring uniform application of cess rates across all construction establishments.

3.4 Mandatory Software-Based Generation of Labour Cess Challans and distribution

To establish a centralised software system under which all labour cess challans shall be generated exclusively through the system, ensuring standardisation, traceability, and elimination of manual or ad hoc challan generation processes, and enabling systematic tracking of demand, collection, and outstanding dues.

The **(PSU)** shall be responsible for the physical distribution of all Labour Cess Challans generated through the centralized software system to the respective employers, contractors, establishments, or other concerned entities in the field.

The PSU shall ensure timely delivery of each challan and obtain a duly acknowledged proof of receipt from the recipient. The signed acknowledgement, along with any other prescribed delivery records, shall be submitted to the office of the concerned **Assistant Labour Commissioner (ALC)** or **Deputy Labour Commissioner (DLC)** for official record and verification.

The PSU shall maintain a complete digital and physical record of challan distribution, including the date of delivery, recipient details, mode of delivery, acknowledgement status, and any instances of non-delivery or refusal. Such records shall be uploaded into the software system to ensure complete traceability, accountability, and audit compliance. Any undelivered challans or cases requiring follow-up shall be promptly reported to the concerned ALC/DLC office for further action.

3.5 Strengthening Transparency and Accountability in Labour Cess Collection

To facilitate a transparent, traceable labour cess collection mechanism, supported by real-time dashboards, MIS reports, and reconciliation tools, so as to enhance accountability, improve compliance, and strengthen financial governance within the Board.

3.6 Enhancement of Revenue Realisation and Reduction of Leakage

To significantly improve the assessment base and realisation of labour cess revenue by identifying previously unassessed or under-assessed construction activities, minimising revenue leakage, and ensuring timely and accurate collection, thereby augmenting the financial resources available for welfare activities.

3.7 Support to Monitoring, Enforcement and Decision-Making

To provide decision-support tools, analytics, and dashboards to officers at the State, district, and field levels, enabling effective monitoring of construction activities, assessment status, challan generation, collections, and compliance, and supporting data-driven enforcement and policy decisions.

3.8 Capacity Building and Institutional Strengthening

To build institutional capacity within the Board through training, knowledge transfer, and handholding, enabling officials to effectively use GIS tools, software applications, and MIS reports.

3.9 Alignment with Digital Governance and Good Governance Principles

To align the project with the broader objectives of Digital India, e-Governance, transparency, accountability, and ease of compliance, by leveraging modern technologies such as GIS, satellite imagery, and centralised software platforms to transform labour cess administration in the State.

Section 4: Project Overview & Key Components

4.1 Overview of the Proposed Project

The proposed project is envisaged as a strategic, state-wide digital transformation initiative of the Board, aimed at strengthening the assessment, administration, and realisation of labour cess through the adoption of GIS-based survey techniques and an integrated, software-driven system.

Given the geographical scale of Uttar Pradesh, the diversity of construction activities, and the multiplicity of stakeholders involved, the project seeks to establish a single, integrated, authoritative, and technology-enabled framework that enables the Board to systematically identify construction activities, accurately assess construction costs, calculate labour cess in accordance with statutory provisions, and ensure transparent generation and tracking of labour cess challans and collections.

The project is designed to move away from fragmented, manual, and non-uniform processes towards a centralised, standardised, and transparent system, thereby enabling effective governance, enhanced compliance, and sustainable funding for construction worker welfare schemes.

4.2 End-to-End Coverage of the Labour Cess Cycle

The project is designed to cover the entire cycle of labour cess administration, starting from the identification of construction activities and culminating in the realisation and reporting of labour cess revenue.

This cycle-based approach ensures that all stages—identification, assessment, demand generation, collection, reconciliation, and reporting—are seamlessly integrated within a single system, thereby eliminating gaps, redundancies, and inefficiencies.

4.3 Key Design and Governance Principles

The implementation of the project shall be guided by the following governance and design principles:

- **Completeness and Coverage:** Ensuring the identification and inclusion of eligible construction activities across the State.
- **Uniformity and Standardisation:** Applying consistent assessment methodologies and cess calculation logic.
- **Transparency and Traceability:** Maintaining complete digital trails for all assessments, challans, and collections.
- **Automation and System-Driven Processes:** Minimising manual intervention to reduce errors and discretion.

- **Scalability and Future Readiness:** Designing the system to accommodate future expansion, policy changes, and integration requirements.

4.4 Detailed Key Components of the Project

The project shall comprise multiple interlinked components, each contributing to the establishment of an end-to-end labour cess administration framework, as described below:

4.4.1 GIS and Remote Sensing–Based Survey Component

This component involves the use of drone imaging, high-resolution satellite imagery, GIS tools, and spatial analysis techniques to systematically identify, map, and classify construction activities across urban, semi-urban, and rural areas of the State.

Key aspects include:

- Validation of GIS-identified construction activities;
- Collection of construction-related attributes required for assessment;
- Capturing 360° street views of constructions;
- Creation of a reliable dataset;
- Determination of plot and property dimensions using Drone/UAV imagery.

This component shall form the spatial backbone of the project.

4.4.2 Field Survey, Ground Truthing, and Data Validation Component

To ensure accuracy and reliability, the GIS-based identification shall be complemented by structured field surveys and ground-truthing exercises using digital data collection tools and standardised formats.

4.4.3 Construction Cost Estimation and Labour Cess Assessment Component

Under this component, construction cost shall be estimated using predefined, standardised, and rule-based methodologies aligned with applicable Schedules of Rates, norms, and statutory provisions.

The labour cess shall be calculated automatically based on the assessed construction cost, ensuring:

- Uniform application of cess rates;
- Reduction in manual discretion;
- Consistency and transparency in assessment outcomes.

4.4.4 Centralised Software Platform and Workflow Management Component

A centralised, web-based software platform shall be developed and deployed to serve as the core system for managing all project data and processes.

The platform shall support:

- GIS data management and visualisation;
- Assessment workflows and approvals;
- Role-based access for State, district, and field-level users;
- Secure data storage and retrieval.

4.4.5 Labour Cess Challan Generation and Cycle Management Component

A key feature of the project is the establishment of a software-driven challan generation mechanism, under which:

- All labour cess challans shall be generated only through the software system;
- Challans shall be uniquely identifiable and system-tracked;
- The cycle of each challan—from generation to payment and closure—shall be digitally monitored.

This component ensures transparency, traceability, and enforceability of cess demand.

4.4.6 Labour Cess Collection, Reconciliation, and Financial Reporting Module

This component shall enable systematic tracking and reconciliation of labour cess collections, including:

- Monitoring of challan-wise payments;
- Identification of pending or overdue dues;
- Generation of financial reports and reconciliation statements.
- Distribution of Challans.

This digital component shall support accurate accounting and financial governance.

4.4.7 Management Information System (MIS), Dashboards, and Analytics Component

To support effective monitoring and decision-making, the project shall include advanced MIS dashboards and analytics tools providing real-time insights into:

- Coverage of construction activities;
- Assessment and challan generation progress;
- Collection performance and trends;
- District-wise and category-wise analysis.

4.4.8 Training and Capacity Building

Recognizing the importance of institutional readiness, the project shall include comprehensive training and capacity-building activities aimed at:

- Familiarising users with GIS and software tools;
- Enhancing analytical and reporting capabilities;
- Ensuring a smooth transition to the new system.

4.5 State-wide Implementation and Operational Model

The project shall be implemented on a state-wide basis across 25 districts of Uttar Pradesh, with centralised oversight by the Board and decentralised operational execution at district and field levels, as required.

The implementation model shall ensure:

- Uniform standards and processes across the State;
- Flexibility to address district-level operational needs;
- Centralised monitoring and control.

4.6 Expected Outcomes and Long-Term Impact

The successful implementation of the project is expected to result in:

- Comprehensive identification and coverage of construction activities;
- Enhanced assessment base and improved revenue realization;
- Transparent, automated, and audit-ready labour cess administration;
- Strengthened financial capacity of the Board;
- A sustainable and technology-enabled governance framework for construction worker welfare.

Section 5: Current Challenges & Problem Statement

5.1 Overview of the Existing Scenario

The Board operates in a complex and dynamic environment, characterised by a large volume of construction activities spread across urban, semi-urban, and rural geographies. The diversity of construction typologies, varying scales of projects, and the involvement of multiple stakeholders present inherent challenges in ensuring comprehensive identification, accurate assessment, and effective collection of labour cess.

While statutory provisions mandate the levy and collection of labour cess on construction activities, the existing mechanisms are constrained by structural, operational, and technological limitations, which adversely impact coverage, transparency, and revenue realization.

5.2 Absence of a Comprehensive and Unified Inventory of Construction Activities

One of the challenges faced by the Board is the lack of a comprehensive, up-to-date, and geo-referenced database of construction activities across the State.

Key issues include:

- Inability to systematically identify all ongoing and completed construction works;
- Dependence on fragmented and department-specific data sources;
- Limited visibility of construction activities in remote and semi-urban areas;
- High probability of unreported or under-reported construction works;
- No centralised collection point for labour cess.

The absence of a unified inventory leads to incomplete coverage, resulting in significant portions of construction activities remaining outside the cess assessment net.

5.3 Manual and Non-Uniform Assessment Practices

The current practices for the estimation of construction costs and assessment of labour cess are largely manual or semi-manual, and often vary across districts and jurisdictions.

This results in:

- Inconsistent application of assessment norms;
- Subjectivity and discretionary decision-making;
- Difficulty in ensuring uniformity and fairness;
- Increased risk of disputes and litigation;
- Distributed cess collection points.

5.4 Limited Use of Technology and Spatial Intelligence

The existing system does not adequately leverage modern technologies such as GIS, drone surveys, satellite imagery, augmented reality (AR), and spatial analytics, which are critical for managing large-scale, geographically dispersed construction activities.

Consequently:

- Construction footprints cannot be independently validated;
- Spatial patterns and clusters of construction activity remain unidentified;
- Opportunities for data-driven enforcement and monitoring are missed.

The lack of spatial intelligence significantly constrains the Board's ability to proactively identify potential cess liabilities.

5.5 Manual and Fragmented Challan Generation Processes

In the absence of a 19onceptuali, software-based system, challan generation processes are often:

- Manual or partially 19onceptua;
- Inconsistent in format and structure;
- Difficult to track across their cycle.

This fragmentation leads to:

- Delays in the issuance of cess demands;
- Errors in calculation and documentation;
- Limited traceability of challans and payments.

The absence of a mandatory and system-driven challan mechanism reduces transparency and the weakens enforcement.

5.6 Challenges in Labour Cess Collection, Reconciliation, and Monitoring

Labour cess collection and reconciliation are further affected by:

- Lack of real-time visibility into collections;
- Difficulty in reconciling assessments with payments;
- Limited tools for monitoring pending or overdue dues;
- Absence of consolidated MIS and dashboards.

These limitations hinder timely corrective action and impact overall revenue performance.

5.7 Revenue Leakage and Under-Realization of Labour Cess

The cumulative impact of incomplete identification, non-uniform assessment, and weak monitoring mechanisms results in revenue leakage and under-realisation of labour cess, directly affecting the financial resources available for welfare schemes.

This not only constrains the Board's ability to meet its statutory welfare obligations but also undermines the long-term sustainability of welfare programme for construction workers.

5.8 Capacity and Resource Constraints

The scale of construction activities in Uttar Pradesh places significant demands on the existing institutional capacity of the Board. Limited manpower, coupled with the absence of advanced digital tools, makes it difficult to effectively monitor and manage cess assessment and collection activities at the required scale and frequency.

5.9 Need for a Comprehensive and Integrated Solution

In light of the above challenges, there is a compelling need for a comprehensive, integrated, and technology-driven solution that:

- Enables systematic identification of construction activities using GIS and satellite imagery;
- Standardises construction cost assessment and cess computation;
- Mandates software-based generation of labour cess challans;
- Facilitates transparent collection, reconciliation, and reporting.

The proposed project has been 20onceptualized to address these challenges holistically and to establish a robust, scalable and future-ready framework for labour cess administration in the State of Uttar Pradesh.

Section 6: Proposed Solution Concept (Indicative and Non-Prescriptive)

6.1 End-to-End Integrated System Approach

The solution is expected to adopt an end-to-end integrated approach, covering the complete cycle of labour cess administration, including:

- Identification and geo-spatial mapping of construction activities.
- Collection and validation of construction-related attributes through field surveys.
- Standardised estimation of construction costs.
- Automated calculation of labour cess.
- System-driven generation of labour cess challans.
- Generation and Distribution of challans.
- Tracking of payments, reconciliation, and reporting.
- Secure Offline QR -based solutions for property identification.

The integration of these components within a single system shall ensure consistency, traceability, and operational efficiency.

6.2 GIS-Enabled Identification and Spatial Intelligence

The proposed solution shall incorporate GIS-based spatial intelligence as a foundational element, enabling the Board to systematically identify and visualise construction activities across the state. The GIS component is expected to:

- Utilise satellite imagery and spatial data to identify construction footprints.
- Enable geo-tagging of construction properties.
- Support spatial and visual validation of field survey data.
- Provide 2D/3D map-based visualization, 360-degree street view references, and analysis tools for monitoring and enforcement.

6.3 Digital Field Survey and Data Validation Framework

The solution shall include a structured framework for digital field surveys and ground validation, using handheld or mobile-based tools with standardised data capture formats. This framework should ensure:

- Accuracy and completeness of construction-related data.
- Real-time or near-real-time data synchronization with the central system.
- Validation and verification of GIS-identified construction activities.
- Creation of unique property identification using Secure Offline QR technology.

6.4 Standardised Construction Cost Assessment and Cess Computation Logic

The solution is expected to implement standardised, rule-based logic for construction cost estimation and labour cess calculation, aligned with applicable statutory provisions, rules, and prescribed rates. Key expectations include:

- Automated calculation of cess based on assessed construction cost.
- Uniform application of cess rates across all construction activities.
- Configurability to accommodate policy or rate changes as notified by the competent authority.

6.5 Centralised Software Platform and Workflow Automation

At the core of the solution shall be a centralised, web-based software platform that supports workflow-based processing, approvals, and monitoring. The platform is expected to:

- Serve as the single source of truth for all project-related data.
- Provide role-based access to state, district, and field-level users.
- Enable secure data storage, retrieval, and audit trails.
- Support scalability and future enhancements.

6.6 Mandatory Software-Based Challan Generation and Management

A critical expectation of the proposed solution is the establishment of a mandatory, system-driven challan generation mechanism, under which:

- All labour cess challans shall be generated exclusively through the software system.
- Challans shall be uniquely identifiable using QR- time-stamped, and traceable.
- The system shall track the complete cycle of challans, including generation, payment, reconciliation, and closure.

This requirement is intended to ensure transparency, standardization, and enforceability of labour cess demands.

6.7 Labour Cess Collection, Reconciliation, and MIS Reporting

The solution shall provide a comprehensive mechanism for tracking labour cess collections, ensuring accuracy, transparency, and timely reporting. Key features are expected to include:

- **Collection Tracking:** Real-time monitoring of payments made against generated challans, with automated updates to the central database to reflect payment status and pending dues.
- **Reconciliation:** System-driven reconciliation of collected amounts against bank records, ensuring that all payments are accounted for and discrepancies are flagged for corrective action.
- **MIS (Management Information System) Reporting:**
    - Generation of standardised reports for the Board and other authorities at state, district, and field levels.

    - Customizable dashboards to monitor collection trends, delinquent payments, and enforcement actions.
    - Analytical insights using GIS and spatial data to identify areas with low compliance or high construction activity.
    - Time-stamped and auditable reports to facilitate transparency, governance, and policy decision-making.
- **Integration with Workflow Automation:** MIS and reconciliation modules shall be integrated with the centralised software platform (Section 6.5) and automated challan cycle management (Section 6.6), ensuring end-to-end traceability from identification to collection.
- **Alerts and Notifications:** Automated notifications for pending or overdue cess payments to stakeholders, ensuring timely follow-ups and reducing manual intervention.

- Challan-wise and period-wise collection reports.
- Identification of pending, overdue, or disputed dues.
- Automated generation of MIS and statutory reports.

The reporting framework should support effective monitoring, financial governance, and informed decision-making.

6.8 Data Security, Ownership, and Compliance

The proposed solution shall adhere to applicable data security, confidentiality, and compliance requirements, ensuring that:

- All data remains the property of the Board.
- Access to data is controlled through role-based mechanisms.
- Adequate safeguards are implemented to protect data integrity and confidentiality.
- The system complies with all applicable government guidelines and standards.

6.9 Training, Knowledge Transfer, and Sustainability

The solution is expected to include provisions for training, knowledge transfer, operational handholding, enabling officials and stakeholders of the Board to effectively use and manage the system.

The solution should be designed for long-term sustainability, minimizing dependency on external support over time.

Section 7: Detailed Scope of Work

7.1 Overview of the Scope of Work

The selected bidder (PSUs) shall be responsible for end-to-end implementation of a GIS-based survey and a centralised software-enabled system for:

- Identification of construction activities;
- Assessment of construction costs;
- Calculation of labour cess;
- Mandatory system-driven challan generation;
- Generation and Distribution of challans.
- Collection facilitation;
- MIS and analytics; and
- Establishment of secure field-level verification mechanisms using **QR Code (QC)** technologies.

The use of Secure offline QR/FR Code technologies is mandatory and must be supported by **Manufacturer Authorisation Form (MAF) from the Original Equipment Manufacturer (OEM)**.

The QR Code components shall be deployed to ensure:

- Authenticity;
- Unique property traceability;
- Accurate assessments;
- Employer interactions; and
- Enforcement activities related to labour cess administration.

7.2 Drone Survey and Satellite Imagery Procurement and Processing

The selected bidder shall undertake the following:

- Capture drone images for the current year.
- Procure and/or utilise high-resolution satellite imagery for constructions from previous years.
- Process, rectify, and geo-reference aerial and satellite imagery using ground control points (GCPs) captured during DGPS(**Differential Global Positioning System)** surveys.
- Prepare base maps and spatial layers relevant to construction activities.
- Identify construction footprints and built-up areas using GIS techniques.

All GIS outputs shall be compatible with standard GIS platforms and shall be made available to the **Board**.

7.3 Creation of GIS Base Maps and Thematic Layers

The bidder shall create and maintain GIS base maps and thematic layers required for effective identification and analysis of construction activities, including:

- Administrative boundaries (State, District, Tehsil, Urban Local Bodies);
- DGPS GCPs for geo-referencing satellite data;
- Land parcels and built-up areas (where available);
- Construction activity layers with classification attributes.

The GIS database shall be designed to support spatial analysis, visualization, and integration with attribute data collected through field surveys.

7.4 Field Survey, Ground Truthing, and Digital Data Collection

The bidder shall conduct comprehensive field surveys and ground truthing to validate and enrich the GIS-identified construction activities.
This shall include:

- Deployment of trained field teams equipped with digital data collection tools;
- Geo-tagging and time-stamping of field observations;
- Collection of construction-related attributes such as type of construction, usage, stage of construction, approximate area, and other parameters required for assessment;
- Validation and correction of GIS-derived data based on field findings.

All field data shall be captured digitally and synchronised with the centralised system.

7.5 Panoramic Imaging

A camera mounted on a vehicle shall be used to create seamless **360-degree street-view imagery**. These panoramic images, along with accurate GPS data to ensure correct positioning, will be provided to enable stakeholders to gain insights into the surrounding environment and support the resolution process.

- **360-Degree Images:** The solution will capture 360-degree images to provide a panoramic view of the Area of Interest (AoI), supporting thorough assessments and validations, particularly in the context of demand notes and due claims.
- **Comprehensive Validation:** Panoramic images will serve as a visual reference, allowing stakeholders to validate and verify information effectively.

7.6 Construction Cost Assessment and Labour Cess Computation

Based on the validated GIS and field survey data, the bidder shall implement a standardised, rule-based framework for assessing construction cost and computing labour cess.

This shall include:

- Application of prescribed schedules of rates, norms, and statutory provisions;
- Configuration of cess rates in accordance with applicable laws;

- Automated calculation of labour cess through the software system, with the final assessment/approval to be made by the Appropriate Authority.
- Documentation of assessment logic for verification purposes.

7.7 Design, Development, and Deployment of Centralised Software Platform

The bidder shall design, develop, customise, and deploy a centralised, web-based software application to support all functional requirements of the project.

The software platform shall include, inter alia:

- GIS data integration and visualization;
- Assessment workflows and approvals;
- Labour cess computation engine;
- User management and role-based access control;
- Secure data storage and audit trails.

The system shall be scalable, secure, and compliant with applicable Government IT guidelines.

7.8 Secure Offline QR Code–Based Construction System

Purpose and Applicability

The purpose of the Secure Offline QR Code system is to establish a tamper-proof, verifiable, and system-driven mechanism for the identification and verification of construction establishments and cess-related field records.

The Secure Offline QR Code system shall be used for:

- Verification of construction sites during field surveys and ground truthing
- Linking construction records with system-generated labour cess assessments and challans
- Verification during inspections
- Ensuring traceability

7.9 Secure Offline QR Code Generation & Association

The system shall generate secure, system-controlled Offline QR Codes that support offline extraction of embedded data without any internet connectivity through a proprietary Android-based mobile application for each identified construction establishment or project.

Each Offline QR Code shall contain encrypted and embedded information, as mentioned below, and shall be uniquely linked to the centralised labour cess system and mapped with:

- Construction Property / Project ID
- Employer / Establishment Name
- Location (geo-coordinates)
- Assessment Reference Number
- Labour Cess Challan Reference (where applicable)

- System-generated Transaction ID and timestamp

Secure Offline QR Codes shall be generated exclusively through the centralised software platform. The codes shall securely store the required information, including colour photograph(s) of the property owner(s) and associated demographic data, in encrypted form.

The QR Codes shall not be editable or replicable outside the system. Open-source or off-the-shelf QR code reader applications shall not be capable of extracting the embedded data; only the proprietary QR code reading application provided by the vendor shall be able to decrypt and retrieve the information.

7.10 Secure Offline QR Code Validation (Online / Offline)

The solution shall support secure QR Code validation using mobile or handheld devices, with both online and offline capabilities to ensure uninterrupted field operations.

Validation shall enable authorised officers to:

- Instantly retrieve linked construction and assessment details
- View demographic data and the colour photograph of the property owner(s) embedded in the Secure Offline QR Code
- Verify the authenticity of the construction record
- Confirm challan generation and payment status
- Record inspection or verification outcomes directly into the system

The colour photograph of the property owner(s) shall be encrypted and embedded within the Secure Offline QR Code. All QR Code scans and validations performed by the supported Android-based mobile application shall be logged with date, time, location, and user credentials for audit purposes.

7.11 Integration of QR with Aadhaar and Labour Cess Cycle

The Secure Offline QR Code components shall be fully integrated with the labour cess cycle, enabling linkage with:

- GIS-based construction identification
- Field survey and ground validation records
- Construction cost assessment outputs
- System-generated labour cess challans
- Collection, reconciliation, and enforcement actions
- Usage of QR for unique property identification and Aadhaar integration of the owner, wherever possible

This integration shall ensure end-to-end traceability, reduce manual discretion, and strengthen cess assessment and enforcement.

Mandatory features of the solution to be supplied by the bidder are as follows--

Sr. No.	Features / Functionalities / Implementation Expertise that are required to be supported by the Solution	Nature of the Solution (Mandatory / Optional)
1	The solution to be provided by the bidder should include Aadhaar AUA / KUA Module.	Mandatory
2	The solution to be provided by the bidder should include Aadhaar Fraud Management Module.	Mandatory
3	The solution to be provided by the bidder should include Aadhaar Data Vault.	Mandatory
4	The solution to be provided by the bidder should include Secure Offline QR Code generation engine to facilitate generation of encrypted Offline QR Code containing the property details.	Mandatory
5	The solution to be provided by the bidder should include Native Mobile Application for Android OS to read the Secure Offline QR Code, decrypt the data embedded in the Secure Offline QR Code read the data embedded in the Secure Offline QR Code after decryption .	Mandatory
6	Bidder is required implement Aadhaar AUA / KUA Platform to enable Aadhaar based KYC of the property owner to download the KYC data from Aadhaar on a real time basis.	Mandatory
8	The bidder should process the e-KYC transaction by using its own AUA / KUA license (If permitted by UIDAI) or by using the license of the board as mandated by UIDAI.	Mandatory
9	Aadhaar AUA / KUA Platform provided by the bidder should be integrated with all the latest APIs published by UIDAI.	Mandatory
10	Aadhaar AUA / KUA Platform provided by the bidder should support all modes of e-KYC transactions i.e. Fingerprint based e-KYC, IRIS based e-KYC, Face Auth based e-KYC as well as OTP based e-KYC.	Mandatory
11	Aadhaar AUA / KUA Platform provided by the bidder should be capable of integrating with any HSM compliant with PKCS 11 standards.	Mandatory
13	Aadhaar AUA / KUA Platform provided by the bidder should support integration with multiple ASA/KSA entities.	Mandatory
14	Aadhaar Data Vault (ADV) provided by the bidder should be capable of storing Aadhaar number as well as any other data containing Aadhaar Number in a tokenized and encrypted manner as per the UIDAI mandate.	Mandatory

15	Aadhaar Data Vault (ADV) provided by the bidder should generate a reference key for each Aadhaar Number / Data Packet and the combination / mapping of the same with the corresponding data should be stored in the DB of ADV.	Mandatory
16	Aadhaar Data Vault (ADV) provided by the bidder should support key rotation without any downtime.	Mandatory
17	Aadhaar Fraud Management module provided by the bidder should support monitoring and blocking of potentially fraudulent Aadhaar transactions.	Mandatory
18	The QR Code generation module provided by the bidder should support embedding of color photograph of the owner which will be stored / embedded inside the QR Code in an encrypted form only.	Mandatory
19	The QR Code generation module provided by the bidder should support embedding of property details and the same should be stored in an encrypted form only.	Mandatory
20	The QR Code generated by the bidder's solution should be proprietary in nature and third party / off the shelf QR Code readers should not be able to decrypt and extract the data which is emended inside the Secure Offline QR Code.	Mandatory

The bidder has to mandatorily ***submit MAF from the OEM*** *(As per the enclosed format) for the above solution and demonstrate the same at the time of presentation.*

7.12 Mandatory Software-Based Labour Cess Challan Generation

A key and non-negotiable requirement of this project is that all labour cess challans shall be generated exclusively through the software platform developed under this project, using a QR code system.

This shall include:

- Automated generation of challans based on assessed cess liability;
- Assignment of a unique identification number for each challan;
- Use of a standardised challan format approved by the Board;
- Maintenance of complete challan cycle records, including generation, modification (if any), payment status, and closure;
- Manual challan generation shall not be permitted under any circumstances.

7.13 Labour Cess Collection Enablement and Reconciliation

The bidder shall enable mechanisms within the software system for tracking, reconciliation, and reporting of labour cess collections.

This shall include:

- Mapping of payments against system-generated challans;
- Monitoring of pending, overdue, and settled challans;
- Generation of reconciliation statements and financial reports;
- Support to the Board in monitoring cess realization.

Actual handling of funds shall be governed by applicable Government rules and directions of the Board.

7.14 MIS, Dashboards, and Reporting

The bidder shall provide comprehensive MIS, dashboards, and analytical reports to support monitoring, enforcement, and decision-making.
This shall include:

- State-level and district-level dashboards;
- Reports on coverage, assessment, challan generation, and collections;
- Periodic and ad hoc reports as required by the Board;
- Export of data in standard formats.

7.15 Training, Capacity Building, and Knowledge Transfer

The bidder shall conduct structured training and capacity-building programme for officials and staff of the Board, including:

- Training on GIS tools and spatial interpretation;
- Training on software usage and workflows;
- Provision of user manuals and documentation;
- On-site and remote handholding during implementation.

7.16 Operations, Maintenance, and Support

The bidder shall provide Operations and Maintenance (O&M) support for the software platform and related systems for the duration specified in the RFP.
This shall include:

- System uptime and performance monitoring;
- Bug fixing and issue resolution;
- Periodic updates and enhancements;
- Helpdesk and technical support services.

7.17 Annual Maintenance Contract (AMC)

The bidder shall provide an Annual Maintenance Contract (AMC) for one year the supplied software and extend support to the Board after completion and handover of the project.

7.18 During the GIS Survey, the Survey Team/Agency shall obtain from the Labour Department Office of the concerned district the list of establishments in respect of which cess assessment has already been completed. Such establishments shall be excluded from the scope of fresh survey under the GIS Survey.

7(S) During the survey, only those buildings shall be surveyed in respect of which construction activity has been Completed on or after 01.01.2014.

Section 8: Deliverables & Outputs

8.1 Overview of Deliverables

The selected bidder shall be required to deliver a comprehensive set of tangibles, verifiable, and measurable outputs in accordance with the scope of work defined in this RFP. All deliverables shall be produced in a manner that ensures accuracy, completeness, compliance with requirements, and readiness for inspection by Board & the field level officials.

The deliverables shall be submitted in both digital and, where applicable, physical formats and shall be subject to review, validation, and formal acceptance by the Board.

8.2 GIS and Spatial Data Deliverables

The bidder shall deliver a comprehensive set of GIS and spatial data outputs, including but not limited to:

- Geo-referenced base maps covering the entire State of Uttar Pradesh;
- 360° street views of the specified area;
- Thematic GIS layers identifying construction activities and footprints;
- Spatial datasets integrated with construction-related attributes collected during field surveys;
- GIS metadata, documentation, and layer descriptions.

All GIS data shall be provided in standard, open, and interoperable formats, ensuring future usability by the Board.

8.3 Field Survey and Ground Validation Deliverables

Deliverables related to field surveys and ground truthing shall include:

- Digitally captured field survey data with geo-tags and time-stamps;
- Validation reports reconciling GIS-identified construction activities with field findings;
- Updated and verified construction activity database;
- Documentation of survey methodology, coverage, and quality assurance measures.

8.4 Construction Cost Assessment and Labour Cess Assessment Outputs

The bidder shall submit deliverables related to assessment activities, including:

- Property-wise or project-wise construction cost assessments;
- Automated labour cess computation outputs generated through the software system;
- Assessment logic, assumptions, and configuration documentation;
- Summary reports on assessed cess liability at State and district levels.

8.5 Software Platform Deliverables

The bidder shall deliver a fully functional centralised software platform, including:

- A deployed web-based application accessible to authorised users;
- Integrated GIS visualization and analysis tools;
- Assessment workflows and approval mechanisms;
- Role-based user management and access controls.

8.6 Labour Cess Challan Deliverables

Deliverables related to challan management shall include:

- System-generated labour cess challans in approved formats using QR codes for each property;
- Challan cycle data capturing generation, payment, reconciliation, and closure;
- Reports on challan issuance, settlement, and outstanding dues;
- Sample and template challans for reference purposes.

8.7 Labour Cess Collection, Reconciliation, and Financial Reporting Deliverables

The bidder shall provide:

- Challan-wise and period-wise collection reports;
- Reconciliation statements matching assessments with collections;
- District-wise and State-level financial summaries;
- Exception reports highlighting pending, overdue, or disputed cases.

8.8 MIS, Dashboards, and Analytical Reports

The bidder shall deliver MIS dashboards and analytical reports, including:

- Real-time dashboards for monitoring project progress and revenue realization;
- Standard MIS reports on coverage, assessment, challan generation, and collections;
- Customizable and ad hoc reporting capabilities as required by the Board.

8.9 Training and Capacity Building Deliverables

Training-related deliverables shall include:

- Training plans and schedules;
- Training materials, manuals, and presentations;
- Records of training sessions conducted;
- Post-training evaluation and feedback reports.

8.10 Operations and Maintenance Deliverables

During the operations and maintenance period, the bidder shall deliver:

- System uptime and performance reports;
- Incident and issue resolution logs;
- Periodic maintenance and enhancement reports;

- Helpdesk and support performance reports.

8.11 Documentation and Knowledge Transfer Deliverables

The bidder shall submit comprehensive documentation, including:

- User manuals and standard operating procedures;
- Technical architecture and configuration documents;
- Knowledge transfer and handover reports;
- Data handover packages to the Board.

8.12 Additional Deliverables

- Secure Offline QR Code generation module;
- Offline QR Code reader application;
- Middleware and backend services for UIDAI authentication / e-KYC;
- Aadhaar Fraud Management module designed to meet the regulatory requirements outlined by UIDAI;
- Audit logs, compliance reports, and security documentation as per UIDAI norms;
- UIDAI onboarding and audit support documentation.

8.13 Acceptance and Approval of Deliverables

All deliverables shall be subject to review, validation, and formal acceptance by the Board. Acceptance criteria and timelines shall be defined for each deliverable, and only accepted deliverables shall be considered for milestone-based payments.

Section 9: Project Duration & Implementation Schedule

9.1 Overall Project Duration

The project shall be implemented over a defined contract period, as specified in the RFP and the subsequent agreement executed with the selected bidder/bidders. The overall duration shall encompass planning, execution, deployment, statewide rollout, training, and operations and maintenance (O&M) phassses, ensuring end-to-end realization of the project objectives.

The bidder/bidders shall be required to plan and execute the project in a manner that ensures timely completion of all milestones, adherence to quality standards, and minimal disruption to ongoing operations of the Board.

9.2 Phased Implementation Approach

The project shall be implemented through a structured, phase-wise approach, enabling systematic execution, effective monitoring, and timely corrective actions. The indicative phases of implementation shall include the following:

9.2.1 Phase I: Project Initiation and Mobilisation

This phase shall commence from the date of issue of the Letter of Award (LoA) and shall include:

- Signing of the contract
- Mobilisation of project teams and resources;
- Establishment of project governance and communication mechanisms;
- Submission and approval of a detailed project implementation plan, methodology, and timelines.

9.2.2 Phase II: GIS Data Preparation and Satellite Imagery Processing

During this phase, the bidder shall undertake activities related to:

- Collection of drone imagery for the project area;
- Procurement and processing of satellite imagery;
- Creation of GIS base maps and thematic layers;
- Preparation of spatial datasets required for identification of construction activities.

This phase shall lay the foundation for subsequent field surveys and assessments.

9.2.3 Phase III: Field Survey, Ground Truthing, and Data Validation

This phase shall involve:

- Deployment of field survey teams across **25** districts;
- Digital/street-view data collection and geo-tagging of construction activities;
- Validation and reconciliation of GIS-identified data with field observations;
- Submission of validated construction activity datasets.

The bidder shall ensure adequate coverage, data quality, and adherence to approved survey protocols.

9.2.4 Phase IV: Software Development, Customisation, and Deployment

Under this phase, the bidder shall:

- Design, develop, and customise the centralised software platform;
- Integrate GIS data and field survey outputs with the software system;
- Configure assessment logic, challan generation, and reporting modules;
- Conduct system testing, user acceptance testing (UAT), and security validation.

Successful completion of this phase shall result in a fully functional system ready for operational use.

9.2.5 Phase V: State-wide Rollout and Operationalisation

This phase shall include:

- Deployment of the software platform for statewide use;
- Enablement of mandatory software-based labour cess challan generation;
- Activation of MIS dashboards and reporting mechanisms;
- Support to the Board during the initial operational period.

9.2.6 Phase VI: Training, Capacity Building, and Handholding

Training and capacity-building activities shall be conducted in parallel with system rollout and shall include:

- Training of State-level, district-level, and field-level users;
- Provision of user manuals and training materials;
- On-site and remote handholding during the early stages of adoption.

9.2.7 Phase VII: Operations, Maintenance, and Support

Following successful rollout, the bidder shall provide operations and maintenance support for the duration specified in the RFP, ensuring:

- System availability and performance as per SLA;
- Timely resolution of technical issues;
- Periodic updates, enhancements, and reporting.

9.3 Milestones and Deliverable Linkages

Each phase of the project shall be associated with clearly defined milestones and deliverables, which shall be used as the basis for:

- Progress monitoring;
- Acceptance and approval by the Board;
- Release of milestone-based payments.

9.4 Implementation Schedule and Timelines

An indicative implementation schedule shall be provided in the RFP, outlining the expected timelines for each phase and milestone. The selected bidder shall be required to submit a detailed and realistic implementation schedule as part of the project initiation phase.

Any deviation from the approved schedule shall be subject to review and approval by the Board.

Sr. No.	Milestone	Acceptance Criteria	Timeline (52 week)
1	Team Deployment	On submission of Details of Project Team deployed	T0+1 week
2	Inception Report	Submission of Inception Report including Project Charter and detailed project plan	T1 = T0 + 2 week
3	SRS/GAP analysis Report	Submission of System Requirement and GAP requirement Study and Implementation Plan	T2 = T1 + 2 week
4	Application Software Licence	Submission of Licence of Application software and its deployment on UPBOCWW Board server/Cloud	T3 = T2 + 2 week
5	Satellite Imagery	Procurement of satellite imagery	T4 = T3 + 2 week
6	Base Map	Submission of Base Map	T5 = T4 + 5 week

7	Intermediate Status Report	Intermediate Status Report, Physical Survey/ Ground Verification and Mohalla/Village property map	T6=T5 +10 week
8	Challans	Generation of Cess Challans from the software	T7=T6+24 week
9	Completion	On Submission of Shape files, submission of balance Cess Challans generated and submission of soft copy of all Challans generated	T8=T7+4 week
Total			**(52 Week)**

9.5 Governance, Monitoring, and Reporting Mechanism

The bidder shall establish appropriate project governance and monitoring mechanisms, including:

- Periodic review meetings with the Board;
- Submission of progress and performance reports;
- Issue tracking and escalation mechanisms.

These measures shall ensure transparency, accountability, and timely resolution of issues during project execution.

9.6 Risk Management and Contingency Planning

The bidder shall identify potential risks associated with project implementation, including technical, operational, and resource-related risks, and propose appropriate mitigation strategies as part of the project implementation plan.

9.7 Time as the Essence of the Contract

Timely completion of project milestones shall be considered critical to the success of the project, and time shall be deemed to be of the essence of the contract.

Section 10: Authority and Roles

10.1 Overview

Successful implementation of the GIS-based survey, software-enabled labour cess assessment, challan generation, and collection system requires a clear delineation of roles and responsibilities among all stakeholders involved. This section defines the responsibilities of the Board, the selected Central Public Sector Undertaking (PSU), and other associated authorities to ensure effective governance, coordination, and accountability throughout the project cycle.

10.2 Authority and Roles of Board

The Board shall act as the Project Owner and Nodal Authority and shall ensure overall supervision, policy guidance, and decision-making related to the project. The roles of the Board shall include, but not be limited to, the following:

- Providing overall strategic direction and governance for the project;
- Appointing a Nodal Officer / Project Management Team for coordination with the selected PSUs;
- Facilitating access to relevant data, records, and information available with the Board, as required for project execution;
- Reviewing and approving project plans, methodologies, milestones, and deliverables submitted by the bidder;
- Providing timely approvals, clarifications, and decisions to enable smooth implementation;
- Monitoring project progress, performance, and compliance with agreed timelines and quality standards;
- Facilitating inter-departmental coordination, where required, for effective execution of the project;
- Facilitating seamless project execution by conducting public awareness programs and supporting the acquisition of survey permissions from relevant government authorities;
- Ensuring compliance with statutory provisions, Government policies, and financial rules;
- Reviewing MIS reports, dashboards, and performance metrics generated through the system;
- Facilitating acceptance of deliverables and authorizing milestone-based payments;
- Ensuring custody, ownership, and long-term use of all data, software, and project outputs.

10.3 Roles and Responsibilities of the Selected PSU/PSUs

The selected PSU/PSUs shall be responsible for end-to-end execution of the project in accordance with the scope of work, timelines, and terms and conditions of the RFP and the contract. The responsibilities shall include, inter alia:

- Mobilising qualified personnel, technical resources, and infrastructure required for project implementation;

- Conducting GIS-based surveys, drone surveys, satellite imagery processing, street-view imaging, and field data collection activities;
- Designing, developing, customising, deploying, and maintaining the centralised software platform;
- Implementing standardised construction cost assessment and labour cess computation logic;
- Ensuring mandatory generation of all labour cess challans through the software system;
- Ensuring mandatory distribution of Challans.
- Enabling tracking, reconciliation, and reporting of labour cess collections;
- Providing comprehensive MIS dashboards, reports, and analytics;
- Conducting training, capacity building, and handholding for Board officials;
- Ensuring data quality, accuracy, security, and confidentiality at all stages;
- Submitting periodic progress reports, milestone completion reports, and documentation;
- Providing operations and maintenance support during the contract period;
- Complying with SLA requirements and performance standards.

10.4 Roles and Responsibilities of District and Field-Level Authorities

District-level and field-level authorities, as designated by the Board, shall play a facilitative and operational role in the project. Their roles shall include:

- Facilitate the selected PSU in coordinating field survey activities;
- Providing local-level information and support for identification of construction activities;
- Reviewing and validating field-level data and assessment outputs, as required;
- Supporting enforcement, compliance, and monitoring activities at the district level;
- Using the software platform and MIS dashboards for monitoring and reporting purposes.

10.5 Roles and Responsibilities related to Data Governance

With respect to data governance, the roles and responsibilities shall be as follows:

- The Board shall remain the sole owner of all data, databases, GIS layers, software, and project outputs generated under this project. The selected PSU shall act as a data processor and system implementer and shall not claim any ownership rights over the data;
- All data shall be handled in accordance with applicable government policies, security guidelines, and confidentiality requirements. Data access shall be governed through role-based controls approved by the Board;
- The Board shall provide its own data centre / State Data Centre for deployment of the complete system and data.

10.6 Coordination and Communication Mechanism

To ensure smooth execution and effective coordination, the following mechanisms shall be adopted:

- Regular project review meetings between the Board and the selected PSU;
- Defined escalation mechanisms for issue resolution;
- Periodic submission of progress, performance, and compliance reports;
- Documentation of decisions, approvals, and changes.

Section 11: Eligibility Criteria & Technical Qualification Requirements

11.1 Overview of Eligibility Requirements

This Request for Proposal (RFP) is exclusively open to UP State and Central Public Sector Undertakings (PSUs) only. The eligibility criteria defined in this section are intended to ensure that only organizations with adequate legal standing, financial strength, technical capability, and relevant experience participate in the bidding process, thereby ensuring successful execution of the project and long-term sustainability of the solution.

Bidders must satisfy all the eligibility criteria specified in this section. Failure to meet any of the mandatory eligibility conditions or to submit the required documentary evidence may result in rejection of the bid at any stage of the evaluation process.

11.2 Legal Status and Organisational Eligibility

The bidder/bidders must satisfy the following legal and organizational requirements:

- The bidder shall be a Central Public Sector Undertaking (PSU) as defined by the Government of India;
- The bidder shall be incorporated or established under an Act of Parliament or as a Government of India undertaking;
- The bidder shall have been in existence and operational for a minimum of 5 years, as specified in the Bid Data Sheet;
- Non-PSU entities shall not be eligible to participate in this RFP;
- Proof of PSU status shall be submitted along with the technical bid.

11.3 Financial Capacity and Net Worth Requirements

The bidder must demonstrate adequate financial capacity and stability to undertake and sustain a project of this scale and complexity.

The financial eligibility requirements shall include, but not be limited to:

- A minimum average annual turnover over the last 3 financial years of at least **INR 200** crore;
- Positive net worth in the most recent financial year;
- Submission of audited financial statements, including balance sheets, profit and loss statements, and auditor's certificates.

11.4 Technical Experience and Capability

The bidder shall have demonstrated experience and capability in executing projects of similar nature and complexity, particularly in the domains of:

- Development and deployment of large-scale software or IT/ICT/surveillance systems;
- e-Governance, revenue administration, or statutory compliance systems;
- Projects involving state wide or multi-district implementation.

11.5 Eligibility Criteria

Sl. No.	Eligibility Requirement	Description / Condition	Documents to be Submitted	Compliance (Yes/No)
1	**Legal Status of Bidder**	The Bidder must be a **UP State and Central Public Sector Undertaking (PSU)** under Government of India	Certificate / Declaration confirming PSU status	
2	**Authorization to Bid**	Bid must be submitted by an authorised signatory of the PSU	Board Resolution / Power of Attorney	
3	**Experience in Government Projects**	The Bidder must have experience in executing **Government / PSU projects** related to IT / GIS surveys / System Integration/Surveillance projects during the last five years	Copy of Work orders	
4	**Experience in GIS**	The Bidder should have at least one project involving **GIS-based activities**	Copy of work order	
5	**Financial Capacity**	The Bidder should have a minimum **average annual turnover** of INR 200 Cr. during the last three financial years from IT/ITES/ICT/System Integration	Audited financial statements / CA certificate	
6	**Positive Net Worth**	The Bidder must have a **positive net worth**.	CA certificate	
7	**Certification**	The Bidder should have valid ISO 9001 and 14001/27001 certifications.	Copy of certificates	
9	**Bid Securing Declaration**	Submission of **Bid Securing Declaration (BSD)** in lieu of EMD	Duly signed BSD as per prescribed format	
10	**OEM MAF**	Bidder should submit MAF from the QR/ FR OEM	MAF required from OEM of FR and e-KYC	

Pre-Bid Meeting: A pre-bid meeting shall be conducted on **14.07.2026 at 03:00 PM** in the office of the **Secretary, Uttar Pradesh Building and Other Construction Workers (BOCW) Welfare Board**, **Kisan Mandi Bhawan, 2nd Floor, Lucknow**, to provide prospective bidders with an opportunity to seek clarifications regarding the bidding documents, scope of work, technical specifications, contractual terms, and any other aspects of the tender.

11.6 Technical Evaluation Criteria

Sl. No.	Evaluation Criteria	Description	Max Marks	Documents Required
1	**Average Annual Turnover during last three years**	INR 200 Cr to 225 Cr. = 5 Marks >225 Cr. To 250 Cr. = 10 Marks >250 Cr. = 15 Marks	15	CA certificate/Balance sheet
2	**Certifications**	ISO 9001 = 5 Marks ISO 9001 & ISO 14001/ 27001 = 10 Marks	10	Copy of certificates
3	**Project Experience**	IT/ICT/SI/Surveillance Projects Experience having order values of more than INR 25 Cr. **1 Project = 5 Marks** **2 Projects = 10 Marks** **3 Projects = 15 Marks**	15	Order copies to be enclosed
4	**Experience in Uttar Pradesh**	Any Projects (Ongoing/Completed) orders in Uttar Pradesh during last 10 years 1 to 5 projects = 5 Marks 5 to 10 projects = 10 Marks More than 11 Projects = 20 Marks	20	Order copies to be enclosed
4	**Multi location Project**	Any Projects covering Multiple location in a single order 1 to 25 location = 3 Marks 26 to 50 location = 5 Marks More than 50 location = 10 Marks	10	Order copies to be enclosed
5	**Presentation**	Presentation to be done in front of the Board covering –Understanding of Project, Approach and methodology, Technology showing QR and FR functioning/Aadhar validation and Implementation Plan	30	Marks shall be given by UPBOCW. Bidders shall be informed for the presentation date.
Total Technical Score			**100**	

SECTION – EVALUATION OF BIDS (QCBS)

1. Evaluation Methodology

The evaluation of bids shall be carried out under the **Quality and Cost Based Selection (QCBS)** methodology.

The evaluation shall comprise the following stages:

1. Preliminary Scrutiny
2. Eligibility Evaluation
3. Technical Evaluation
4. Technical Presentation
5. Financial Evaluation
6. Final Combined QCBS Evaluation

3. Minimum Technical Qualification

A bidder shall obtain **minimum 70 Marks out of 100** in the Technical Evaluation to qualify for opening of the Financial Bid.

Financial Bids of bidders securing less than 70 Marks shall not be opened.

4. Financial Evaluation

The Financial Proposal of only those bidders who qualify the Technical Evaluation shall be opened.

The bidder quoting the **Lowest Evaluated Financial Price (L1)** shall be assigned a Financial Score of **100 Marks**.

The Financial Scores of other bidders shall be calculated using the following formula:

$$Sf = \frac{Fm}{Fb} \times 100$$

Where:

- **Sf** = Financial Score of the bidder
- **Fm** = Lowest Evaluated Financial Bid (L1)
- **Fb** = Financial Bid of the bidder under evaluation

5. Technical Score

The Technical Score shall be calculated as:

$$St = \frac{Technical\ Marks\ Obtained}{100}$$

or alternatively,

$$St = Technical\ Marks\ Obtained$$

depending upon whether normalized scores are adopted.

6. QCBS Combined Score

The Combined Score shall be calculated using the following formula:

For 80:20 QCBS

$$S = (0.80 \times St) + (0.20 \times Sf)$$

Where:

- **S** = Combined QCBS Score
- **St** = Technical Score
- **Sf** = Financial Score

The bidder obtaining the **highest Combined Score (S)** shall be declared the **Highest Ranked Bidder (H1)** and shall be considered for award of contract.

7. Tie-Breaker

In the event of two or more bidders obtaining the same Combined QCBS Score, the following order shall apply:

1. Bidder having higher Technical Score shall rank higher.
2. If still tied, bidder having higher marks under Technical Presentation shall rank higher.
3. If the tie still persists, bidder having higher Average Annual Turnover shall rank higher.
4. If still unresolved, the Board may determine the successful bidder by draw of lots or any other transparent procedure deemed appropriate.

7. Illustration of QCBS Evaluation

Step 1: Financial Score Sf

Sf = (Lowest bid / Bidder's bid) × 100, and L min = 10 L

Bidder Quote Sf = (10 / Quote) × 100

L1*10.00 L (10/10) × 100 = *100

L2* 11.00 L (10/11) × 100 = *90.91

L3* 11.50 L (10/11.5) × 100 = *86.96

Step 2: Total Score S

S = (0.80 × 80) + (0.20 × Sf) = 64 + 0.20×Sf

Bidder	**St**	**Sf**	**Calculation**	***Total S***
L1	**80**	**100**	**64 + 0.20×100 = 64 + 20**	***84.00***
L2	**80**	**90.91**	**64 + 0.20×90.91 = 64 + 18.18**	***82.18***
L3	**80**	**86.96**	**64 + 0.20×86.96 = 64 + 17.39**	***81.39***

Result: L1 wins with S = 84.00

Bidder	**Technical Score (St)**	**Financial Quote (₹ Cr.)**	**Financial Score (Sf)**	**Combined Score (80:20)**
A	90	100	95.00	91.50
B	85	95	100.00	89.50
C	78	98	96.94	83.68

Ranking

Rank	**Bidder**
H1	Bidder A
H2	Bidder B
H3	Bidder C

Note :- Bidders securing 70 or more marks shall be considered for price bid opening. Decision of management (UPBOCW) shall be final and binding on the bidders.

L1 Shall be arrived at after the financial bid opening.

Section 12: Commercial Proposal & Payment Terms

12.1 Commercials – GIS UP BOCW Welfare Board

Activity	Amount (INR)
a). GIS Related Activities for UP BCOW Board for each district as per scope defined herein.	**--------------------- INR per sq.km. for Each District**
b).AMC of the application software (Yearly Rates)	**---------------------- per year**
c) Handholding support during AMC per person per month	**------------------per person per month**
d) Manpower to be deployed at DLC office during the project execution ---per person per month	**-------------------per person per month**

12.2 Payment Terms and Condition

S. No.	Activity	Payment
1.	On Submission of INCEPTION Report	15% Amount of the order value
2.	On submission of Details of Project Team Deployed On submission of SRS/GAP Analysis report On submission of License for Application software On Submission of proof of Procurement of Satellite Maps	10% Amount of the order value
3.	On Preparation of Base Map	10 % Amount of the order value
4.	Intermediate Status Report, Physical Survey/ Ground Verification and Mohalla/Village property map showing the construction	10% Amount of the order value
5.	Generation of Cess Challans of 80% of (AOI) Area of Interest and distribution of challans.	25 % Amount of the order value
6.	On Submission of Shape files, submission of balance 20 % Cess Challans generated and submission of soft copy of all Challans generated and distribution proof /slip	20 % Amount of the order value
7.	After Completion of Work	10% Amount of the order value

Note – 1. All the taxes will be extra, as applicable, at the time of billing.

2. Prices mentioned in 12.1 a) shall only be considered for price comparison and evaluation for arriving at L1 Bidder. The decision of UPBOCW shall be final. District wise break up along with its area break up is given in this RFP.

3. Order may be split up among Two bidders at L1 rate.

-- L1 shall get 65% of the total Order- 16 District.

-- L2 shall get 35% of total order at L1 price- 9 District,

Section 13: Service Level Agreement (SLA), Performance Standards & Penalty Framework

13.1 Purpose and Importance of SLA

Given the mission-critical nature of the GIS-based survey, centralised software platform, labour cess assessment, challan generation, and collection monitoring system, it is imperative that the services provided under this contract meet high standards of availability, reliability, responsiveness, accuracy, and security.

This Service Level Agreement (SLA) defines the minimum performance standards, service benchmarks, monitoring mechanisms, and penalty provisions that the selected bidder shall be required to comply with throughout the contract period, including the Operations and Maintenance (O&M) phase.

13.2 Scope of SLA Coverage

The SLA shall apply to all components of the project, including but not limited to:

- GIS data processing and spatial services;
- Centralised software application and database;
- System-based labour cess challan generation and tracking;
- MIS dashboards and reporting modules;
- Hosting infrastructure and network connectivity (where applicable);
- Helpdesk and user support services;
- Data security, backup, and disaster recovery mechanisms.

13.3 Key Performance Indicators (KPIs)

Performance under the SLA shall be measured against clearly defined Key Performance Indicators (KPIs). Indicative KPIs include:

13.3.1 System Availability and Uptime

- Minimum system uptime requirement on a monthly basis;
- Exclusions, if any, for scheduled maintenance;
- Measurement methodology and reporting frequency.

13.3.2 Application Performance

- Page load times and transaction response times;
- Performance during peak usage periods;
- Scalability to handle state-wide user load.

13.3.3 Accuracy and Data Quality

- Accuracy of GIS mapping and spatial identification;
- Correctness of construction cost and labour cess calculations;
- Integrity of challan generation and financial data.

13.3.4 Incident Management and Resolution

- Categorization of incidents (critical, high, medium, low);
- Response and resolution timelines for each category;
- Escalation mechanisms.

13.3.5 Helpdesk and User Support

- Helpdesk availability and working hours;
- Ticket logging, tracking, and closure mechanisms;
- User satisfaction levels.

13.4 Monitoring, Measurement, and Reporting

The Bidder shall implement appropriate monitoring tools and processes to measure SLA performance, including:

- Automated system monitoring and alerts;
- Periodic SLA performance reports;
- Real-time dashboards accessible to the Board.

The Board reserves the right to independently verify SLA performance.

13.5 Force Majeure and SLA Exclusions

SLA obligations shall not apply in cases of force majeure events or circumstances beyond the reasonable control of the Bidder, subject to proper notification and documentation.

13.8 Continuous Improvement and Review

The SLA framework shall be reviewed periodically to:

- Address evolving operational requirements;
- Incorporate technological advancements;
- Improve service quality and user experience.

Any revisions shall be mutually agreed upon and documented.

Section 14: Data Security, Confidentiality & Statutory Compliance

The project involves the handling of sensitive statutory, financial, spatial, and operational data, including information related to construction activities, assessed construction costs, labour cess liabilities, challan details, and collection records. Ensuring data security, confidentiality, integrity, and availability is therefore of paramount importance.

Bidder shall ensure compliance with security obligations, confidentiality requirements, and statutory responsibilities to protect the interests of the Board and to comply with applicable laws and Government policies.

UP BOCW shall provide its own data centre / State Data Centre for hosting the data. UP BOCW shall ensure:

- A secure hosting environment with firewalls and intrusion detection/prevention systems;
- Backup, recovery, and disaster recovery mechanisms.

Section 15: Bid Securing Declaration (BSD) & Performance Bank Guarantee (PBG)

15.1 Purpose of Bid and Performance Securities

Since this Request for Proposal (RFP) is exclusively open to UP State and Central Public Sector Undertakings (PSUs), the requirement for submission of Earnest Money Deposit (EMD) and tender fee is hereby waived, in accordance with prevailing **Government of India procurement guidelines applicable to PSUs .**

In lieu of EMD, bidders shall be required to submit a Bid Security Declaration (BSD).

15.2 Bid Security Declaration (BSD)

All bidders shall be required to submit a Bid Security Declaration (BSD), duly signed and stamped by an authorised signatory of the bidder, in lieu of EMD.

The BSD shall serve as a binding declaration to ensure the seriousness and commitment of the bidder during the bid validity period.

15.3 Performance Bank Guarantee (PBG)

The successful bidder shall be required to furnish a Performance Bank Guarantee (PBG) valid for the entire duration of the project.

Section 16: Bid Submission Process & E-Tendering Instructions

16.1 Mode of Bid Submission

This Request for Proposal (RFP) shall be conducted entirely through the Uttar Pradesh e-Procurement Portal. All bids shall be submitted online only, and no physical submission of bids shall be accepted.

Bidders are advised to regularly visit the e-Procurement portal for updates, corrigenda, and clarifications related to this RFP.

16.2 Availability and Download of RFP Documents

The RFP document and all related annexures shall be available for download from the UP e-Procurement Portal.

Bidders shall download the complete RFP, including all sections, annexures, and formats, before preparing their bids.

The Board shall not be responsible for any omission or error arising due to partial downloading of the RFP documents.

16.3 Structure of the Bid : The bid shall be submitted in two parts, as detailed below:

16.3.1 Technical Bid

The Technical Bid shall contain:

- Eligibility documents as specified in Section 11;
- Technical proposal addressing the scope, methodology, and solution;
- Experience and credentials of the bidder;
- Proposed project team and manpower details;
- Bid Securing Declaration (BSD);
- Any other documents required as per this RFP.

16.3.2 Financial Bid

- The Financial Bid shall be submitted strictly in the prescribed format through the e-Procurement portal;
- No financial information shall be included in the Technical Bid.

Any violation of this requirement shall result in rejection of the bid.

16.4 Digital Signature and Authentication

Bidders shall submit their bids using a valid Digital Signature Certificate (DSC), as required by the e-Procurement portal.

The bidder shall be responsible for ensuring the validity and correctness of the DSC used.

16.6 Bid Submission Timeline

The key dates related to bid submission, including start date, end date, and bid opening date, shall be as specified in the Bid Data Sheet.
Late submissions shall not be accepted under any circumstances.

6.7 Modification and Withdrawal of Bids

Bidders may modify or withdraw their bids through the e-Procurement portal before the bid submission deadline. No modification or withdrawal shall be permitted after the bid submission deadline.

16.8 Opening of Bids

- Technical Bids shall be opened online on the date and time specified;
- Financial Bids of only technically qualified bidders shall be opened subsequently;
- Bidders may be informed of bid opening events through the portal.

16.9 Validity of Bids

- Bids shall remain valid for a period of 90 days;
- The Board may seek an extension of bid validity, if required.

16.10 Right to Accept or Reject Bids

The Board reserves the right to:

- Accept or reject any or all bids without assigning any reason;
- Cancel or annul the bidding process at any stage;
- Modify the bid submission process through corrigenda;
- Distribute the work to multiple bidders who match the L1 price.

16.11 Responsibility of Bidders

Bidders shall be solely responsible for:

- Ensuring completeness and correctness of the bid;
- Compliance with portal requirements;
- Timely submission of bids.

Section 17: General Terms & Conditions of Contract

The UPBOCWW Board reserves the right to terminate the contract at any time on account of non-fulfilment of contract or any of the reasons in public interest.

17.1 GENERAL CONDITIONS

(a) Conditional RFP in any form will not be accepted.
(b) The UPBOCWW Board reserves the right to relax or waive or amend or modify or revise any terms/conditions of the RFP at any time.
(c) In case of any contradiction/need of interpretation of any Clause, the direction/decision of the UPBOCWW Board shall be final and it shall be binding on the bidder.
(d) The right of final acceptance of the RFP is entirely vested with the UPBOCWW Board and the UPBOCWW Board reserves the right to accept or reject any or all the bidder in part or in totality or to negotiate with any or all the bidders or to withdraw /cancel / modify this RFP without assigning any reason whatsoever.
(e) Any notice regarding any problem, to the bidder shall deemed to be sufficiently served, if given in writing at his usual or last known place of business or through email.
(f) In the course of discussion and instruction, the UPBOCWW Board may disclose information of confidential and proprietary nature relating to its business model, subscribers, etc. to the bidder. Such information shall be considered confidential.
(g) The successful bidder should comply with the statutory labour norms such as minimum wages act with regards to the manpower deployed for the execution of the contact.

17.2 CONFIDENTIALITY

a) Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. UPBOCWW Board will treat all information submitted as part of Proposal in confidence and will ensure that all who have access to such material treat it in confidence. UPBOCWW Board will not divulge any such information unless it is ordered to do so by any Government UPBOCWW Board that has the power under law to require its disclosure.
b) Except upon mutual written agreement, or as may be required by law, no party shall in any way or in any form disclose the existence, discussions or negotiation leading to or any matter covered during RFP process till the stage of execution of agreement.

17.3 FRAUD AND CORRUPT PRACTICE

a) The Bidders shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the UPBOCWW Board shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has engaged in corrupt practice, fraudulent practice, coercive practice (collectively the “Prohibited Practices”) in the Selection Process.
b) In such an event, the UPBOCWW Board shall Debar it from participation in any RFP issued by the UPBOCWW Board during a period of 2 years from the date such Bidder, is found by the UPBOCWW Board to have engaged or indulged in such practice.
c) Corrupt Practice – It implies offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process. For avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly

or indirectly, any Official/Consultant of the UPBOCWW Board who is or has been associated in any manner, directly or indirectly with the Selection Process or has dealt with matters concerning the Agreement;

d) “Fraudulent Practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

e) “Coercive practices to influence any person’s participation or action in the Selection Process; practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons.

f) The Bidder is required to comply **all** points of FRAUD AND CORRUPT PRACTICE clause.

17.4 FORCE MAJEURE

a) If at any time, during the continuance of this contract, the performance in whole or in part by either party or any obligations under this contract gets affected by 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 so impractical as reasonably to be considered impossible in the circumstances shall be prevented or delayed by reason of war, or hostility, acts of the public enemy, civil commotion, riots, civil disorder, sabotage, fires, earthquake/storm/flood or other extreme adverse weather conditions, explosions, epidemics, pandemics (including lack of advertisement business due to economic slowdown on account of pandemics), quarantine restrictions, strikes, power blackout due to grid collapse, lockouts, confiscation or any other action by Government Agencies, Administrative Order, Court Order, Bankruptcy, espionage, cyber hacking, other industrial action, political unrest, civil unrest, or act of God (Hereinafter referred to as Force Majeure Events).

b) The affected Party shall provide to the other Party a notice of happenings, within 15 days from the date of occurrence thereof and in such event neither party shall by reason of such event be entitled to terminate this and performance shall be resumed as soon as practicable after such event may come to an end or cease to exist.

c) That no penalty shall be levied on the Bidder in case of any force majeure event.

d) That if the performance in whole or part of any obligation under this contract is prevented or delayed because of any such event for a period exceeding 90 days, UPBOCWW Board at its option may terminate the contract.

e) Provided also that if the contract is terminated under this clause, the UPBOCWW Board shall be at liberty to take over from the Bidder at a price to be fixed by the UPBOCWW Board, which shall be final, all undamaged and acceptable materials, assets, services in possession of the selected Bidder at the time of such termination of such portions thereof as the UPBOCWW Board may deem fit, if mutually agreeable between the Parties.

f) For the purposes of this Contract, “Force Majeure” shall not include:
Any event which is caused by the negligence or intentional action of a Party,
Insufficiency of funds or inability to make any payment required hereunder

g) Measures to be taken:
- A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimise the consequences of any event of Force Majeure.
- A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than 15 days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

h) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by UPBOCWW Board, shall either:
   - Demobilise; or
   - Continue with the Services to the extent possible, in which case they shall continue to be paid proportionately and on pro rata basis, under the terms of this Contract.

i) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled through Coordination Committee deliberations.

17.5 DISPUTE REDRESSAL MECHANISM

a) All the disputes, differences, controversies / differences of opinions, breaches and violation ("Dispute") arising out of, or in relation to this project between parties shall be resolved by mutual discussions / reconciliations in good faith.

b) At the first instance, the matter should be revolved between the Project Manager of the Bidder and the Nodal Officer.

c) If the same is not resolved within 15 days, then the matter has to be taken to the Coordination Committee for resolving the same within 15 days. A Coordination committee will be comprised of relevant officials from the UPBOCWW Board with the Secretary of the department as its head.

d) If the dispute, difference, controversies / differences of opinion, breaches and violation arising from or related to the Agreement is still left unresolved, then such questions, disputes or differences (except as to the matters, the decision to which is specifically provided under this Agreement) shall be referred to arbitration under the provisions of Arbitration and Conciliation Act 1996 /amendments thereof and the rules made there under or any statutory modifications or re-enactment thereof or any rules made thereof shall be deemed to apply to the arbitration proceeding under this clause.

e) The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this RFP document.

g) Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrator, shall be shared equally by the Parties unless the award otherwise provides.

17.6 Place of Arbitration: The place of arbitration shall be Lucknow, Uttar Pradesh.

17.7 **Enforcement of Award:** The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act.

17.8 **Performance during Arbitration**: Pending the submission of and/or decision on a dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.

17.9 JURISDICTION OF THE COURT

Any dispute arising out of non-fulfilment of any of the terms and conditions of the agreement or any other dispute arising out of the arbitration award will be subjected to the jurisdiction of the Courts in **Lucknow, Uttar Pradesh** only.

MANUFACTURER AUTHORIZATION FORM (MAF)

Format for QR and FR and Aadhar validation Only

(To be issued on Original Equipment Manufacturer's official letterhead)

Date: _____________

To
The __________________________
(Name of Department / Organization)
(Address)

Tender / RFP No.: _

____
Tender Title: __________________________

Dear Sir / Madam,

We,…………………………………………Shaving our registered office at **__________________________**, are the **Original Equipment Manufacturer (OEM)** of the software products mentioned below.

We hereby authorise ………………………,having their office at ……………………………..**__**, to participate in the above-mentioned tender for our software products as per the tender requirements.

1. Authorised Bidder Details

- **Company Name: __________________________**
- **Address: __________________________**

2. Software Product Details

Sl. No. Software Name

1.

2.

3. Compliance & Assurance

- The software complies with all **technical specifications** of the tender
- This authorization is **tender-specific and non-transferable**

4. Validity of MAF

This Manufacturer Authorization Form is valid **only for the above-mentioned tender** and shall remain valid till completion of the tender process or as required by the tendering authority.

7. OEM Declaration

We take full responsibility for the authenticity of the software and support services offered under this authorization.

For and on behalf of
[OEM Name]

Authorised Signatory

Name: ___________________________

Designation: _____________________

Signature: _______________________

Seal: ____________________________

Annexure – Bid Submission Checklist

RFP: *Implementation of GIS-Based Survey, Software Platform for Labour Cess Assessment, Challan Generation and Collection System for Uttar Pradesh Building and Other Construction Workers Welfare Board*

Name of Bidder (PSU): ___________________________

Date: ___________________

The bidder shall verify that all the documents listed below have been uploaded with the Technical Bid. Failure to submit any mandatory document may lead to rejection of the bid.

Sl. No.	Document Description	Mandatory	Attached (Yes/No)	Page No.
1	Covering Letter on Bidder's Letterhead	Yes	□ Yes □ No	
2	Certificate/Declaration confirming PSU Status	Yes	□ Yes □ No	
3	Board Resolution / Power of Attorney authorizing the signatory	Yes	□ Yes □ No	
4	Bid Securing Declaration (BSD) in prescribed format	Yes	□ Yes □ No	
5	Work Orders demonstrating Government/PSU project experience	Yes	□ Yes □ No	
6	Work Order(s) for GIS-based Project Experience	Yes	□ Yes □ No	
7	Audited Financial Statements of the last three Financial Years	Yes	□ Yes □ No	
8	CA Certificate for Average Annual Turnover	Yes	□ Yes □ No	
9	CA Certificate for Positive Net Worth	Yes	□ Yes □ No	
10	ISO 9001 Certificate	Yes	□ Yes □ No	
11	ISO 14001 and/or ISO 27001 Certificate	Yes	□ Yes □ No	
12	Manufacturer Authorization Form (MAF) from OEM for Secure Offline QR/FR Solution	Yes	□ Yes □ No	
13	MAF from OEM for Aadhaar e-KYC Solution	Yes	□ Yes □ No	
14	Technical Proposal as per RFP	Yes	□ Yes □ No	
15	Project Methodology and Implementation Approach	Yes	□ Yes □ No	
16	Project Execution Plan & Timeline	Yes	□ Yes □ No	
17	Proposed Project Team and CVs of Key Personnel	Yes	□ Yes □ No	
18	List of Similar Projects Completed/Ongoing	Yes	□ Yes □ No	
19	Documents supporting Technical Evaluation Criteria	Yes	□ Yes □ No	

Bidder's Declaration

We hereby certify that all the information furnished in this bid is true and correct. We further certify that all documents required under the RFP have been uploaded. We understand that submission of incomplete or incorrect information may result in rejection of our bid.

Authorized Signatory

Name: ________________________

Designation: ___________________

Organization: ___________________

Signature & Seal: ___________________