

EXPRESSION OF INTEREST

FOR

SELECTION OF BACKEND PARTNER/SYSTEM INTEGRATOR

FOR

WI-FI SERVICE PROVIDERS

EOI No. BECIL/PROJ/RL/Wi-Fi Service Providers/Chips/26-27/EOI

Dated: 26th July 2026

Issued By

Mr. Alok Chauhan (Sr. Manager, Projects)

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

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.

TABLE OF CONTENTS

S.No.	Description	Page No.
1.	SECTION-I: INTRODUCTION AND BRIEF DESCRIPTION	4
2.	SECTION-II: IMPORTANT DATES (SCHEDULE AND CRITICAL)	15
3.	SECTION-III: EOI NOTICE & GENERAL TERMS AND CONDITIONS	16
4.	SECTION-IV: SCOPE OF WORK	32
5.	SECTION-V: ELIGIBILITY CRITERIA AND EVALUATION	33
6.	SECTION-VI: ENCLOSURES AND ANNEXURES	37
7.	ANNEXURE A: PRE-CONTRACT INTEGRITY PACT	37
8.	ANNEXURE B: BECIL'S BANK MANDATE	41
9.	ANNEXURE C: PARTICULARS OF THE BIDDER	42
10.	ANNEXURE D: ANNUAL TURNOVER AND NET WORTH	43
11.	ANNEXURE E: PROFORMA OF LETTER OF UNDERTAKING FOR BID VALIDITY	44
12.	ANNEXURE F: BID COVERING LETTER	45
13.	ANNEXURE G: CREDENTIALS SUMMARY	46
14.	ANNEXURE H: SELF-DECLARATION FOR NON-BLACKLISTING	47
15.	ANNEXURE I: UNDERTAKING REGARDING PAYMENT OF GST	48
16.	ANNEXURE J: POWER OF ATTORNEY FOR SIGNING OF BID	49
17.	ANNEXURE K: LAND BORDER DECLARATION CERTIFICATE	50
18.	ANNEXURE L: PRICE BID FORMAT	51
19.	ANNEXURE M: MSME UNDERTAKING	55
20.	ANNEXURE N: PRE-BID AGREEMENT	56
21.	ANNEXURE O: PERFORMANCE BANK GUARANTEE FORMAT	81
22.	CLIENT RFP	84

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 (CPSI) was incorporated on 24th March, 1995 under the Companies Act, 2013 (erstwhile the Companies Act, 1956) by Government of India with 100% equity share capital of BECIL held by President of India through Secretary and Joint Secretary of Ministry of Information & Broadcasting.

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

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

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

Over the years, BECIL has consciously groomed and developed a team of in-house, versatile and dedicated engineers and also cultivated and harnessed a vast reservoir of professionals drawn from various fields of Broadcasting Industry, which include public and private Broadcasters, 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

CHIPS is seeking the services of experienced Wi-Fi Service Providers to support various departmental and project initiatives through empanelment. The selected bidders shall provide qualified technical and support resources, as and when required, task-based basis for undertaking Wi-Fi-related assignments.

The reputed Wi-Fi Service Providers, having relevant experience of providing Wi-Fi services, empaneled by CHIPS would be expected to provide WiFi services on rental basis to undertake Wi-Fi Service Providers engagements. Government departments under state require secure, scalable, and reliable Wi-Fi connectivity without capital expenditure, ensuring predictable operating costs.

The objectives of this empanelment by CHIPS are to:

- Adopt Wi-Fi as a Service (Rental Model).
- Transition procurement from CAPEX to OPEX.
- Standardize service levels and security controls.
- Enable faster deployment and scalability.

The period of empanelment by CHIPS shall be three (03) years from the date of signing of the Empanelment Agreement, which may be extended further upon mutual consent and satisfactory performance.

2.1 Indicative Scope of Work

The scope of work as per the Tender floated by CHIPS includes, but is not limited to:

- Site survey and network design for the event at specific venue/location.
- Arranging Wi-Fi equipment (Access Points, Switches, SLA Monitoring tool and necessary cables along with accessories.
- Providing bandwidth as per requirement along with required network devices i.e. Switch, Router etc.
- Installation, commissioning, configuration and testing.
- Integration with existing network bandwidth.
- On-site Resident Engineer for the duration of the event (Start to Finish).
- De-installation Removal of all assets post-event.

The indicative scope of work for above BoQ includes, but is not limited to:

- Site survey and network design for the event at specific venue/location.
- Indoor/outdoor Wi-Fi Access Point including installation and commissioning, cabling, switch, along with required accessories and necessary manpower deployment
- Submission of system generated uptime report, Bandwidth Utilization Report, report for Number of users connected through Access Points (APs).
- **Access Point Placement Criteria -**
- In case of a **room**, a max. of **one (01) indoor Access Point (AP)** shall be provided by the agency.

- In case of a **hall or large enclosed area**, **two (02) to three (03) APs** shall be deployed, depending on the size and usage.
- In case of an **open area**, AP deployment shall be planned based on site conditions, user density, and signal strength requirements to ensure seamless coverage and performance.

Note: Final AP quantity and placement shall be determined based on site survey and approved by the department before deployment.

- **Bandwidth Utilization:** The network shall be designed such that **utilization does not exceed 75% of the available bandwidth**, always maintaining at least 25% buffer capacity to ensure optimal performance and scalability.

The Service Provider empanelled by CHIPS is to provide temporary Wi-Fi services. The connectivity shall be delivered via a standard Ethernet handoff (RJ45) at the designated control room or venue location, inclusive of all necessary terminating equipment (modems, media converters, and routers).

Please note that this is only indicative scope of work and the specific scope of work including detailed activities shall be specified by respective Concern authority while awarding Wi-Fi Service engagements to the empanelled Wi-Fi Service Firm.

Providing Bandwidth requirement (100Mbps, 200Mbps or 500Mbps) along with required cabling, network devices i.e. Switch, Router etc.

The bidder shall provide a logging mechanism compliant with applicable statutory and regulatory requirements. The logging solution may be cloud-based or on-premises and shall include all necessary hardware, software, storage, licenses, and configuration, wherever required under the respective Work Order, without any additional cost unless otherwise specified. The bidder shall maintain and securely retain all ICT system logs, including Wi-Fi access and authentication logs, for a rolling period of at least 180 days within the territory of India, or for such period as prescribed under the applicable laws, regulations, or directions issued by CERT-In, DoT, or any other competent authority from time to time.

3. OBJECTIVE

CHIPS is seeking the services of experienced Wi-Fi Service Providers for **Empanelment of agencies for providing plug-and-play Wi-Fi Internet services, Access Point (AP) hardware, and on-site technical support for temporary/event-based requirements on a rental basis**

BECIL intends to onboard a Selection of Backend Partner/System Integrator for Wi-Fi Service Providers". **RFP floated by** "Chhattisgarh Infotech Promotion Society (CHIPS). Please visit <https://eproc.cgstate.gov.in> regularly for the same.

3.1 ELIGIBLE BIDDERS

That the Prospective Bidder or its Allied firm or sister concern should not be blacklisted/debarred or put on holiday, by BECIL or any other Public sector Enterprise or a Government Body, as on the date of submission of the bid.

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 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

3.5 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 e-wizard helpdesk (as given below) for any query related to

E-tendering Phone No. 011-49606060

Mail id: - helpdesk@ewizard.com

3.6 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: Rs 2,00,000.00/- (In words Two lakhs only) Online

The agency has to submit EMD online through e-procurement portal.

EMD of all unsuccessful bidders would be refunded by BECIL within 30 Days of the bidder being notified as being unsuccessful.

EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.

The EMD may be forfeited:

- If a bidder withdraws its bid during the period of bid validity.
- In case of a successful bidder, if the bidder fails to sign the contract in accordance with this TENDER.

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 Backend **Partner/System Integrator Partner**. The selected partner will support BECIL in the execution of **Tender Ref. No. 193725/CEO/CHiPS/empanel/WiFi/2026 Dated 18/06/2026** titled **‘Request for proposal for Empanelment of Wi-Fi Service Providers’**.

The intent of this EOI is to select a Back-end Technology Partner of BECIL, 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/ or 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.

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 after deducting BECIL's Margin only subject to receipt of corresponding payment from the client.

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.

SECTION –II

4. IMPORTANT DATES (SCHEDULE AND CRITICAL DATES)

4.1 INSTRUCTIONS FOR E-TENDERING PORTAL OF BECIL

S.No.	ACTIVITY	SCHEDULED DATE & TIME
1.	EOI Number	EOI No. BECIL/PROJ/RL/Wi-Fi Service Providers/ Chips/26-27/EOI
2.	Date of Issue of EOI	26th July 2026
3.	Last date and Time for Submission of bids	30th July 2026 @ 12:00 Hrs. on https://becil.ewizard.in
	EOI shall be opened on	30th July 2026 @ 12:30 Hrs. on https://becil.ewizard.in
4	Availability of Document	https://www.becil.com ; https://becil.ewizard.in https://eprocure.gov.in/epublish/app
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 (Refundable)	Rs. 2,00,000 /- (Rupees Two Lakhs Eighty Six Thousand only) to be submitted with the bid having validity of 210 days. For detail refer clause 3.9
9.	Performance bank Guarantee(PBG)	The EMD of the successful bidders shall be returned after submission of a Performance Bank Guarantee (PBG) of ₹2,00,000/- (Rupees Two Lakh only) in the format given at Annexure N, valid for the period of three (3) years 1 month from the date of signing of the Agreement.
10.	Address for Communication of bids	BECIL Bhawan, C-56 / A -17, Sector - 62, Noida – 201307.
11.	Contact details for this EOI	Sh. Alok Chauhan, Sr. Manager(Projects) Tele- 0120-4177850 Email- alokchauhan@becil.com

4.1.1 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>

4.1.2 E-TENDERING PROCEDURE

4.1.2.1 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".

4.1.2.2 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.

4.1.2.3 More information useful for submitting online bids on may be obtained at: <https://becil.ewizard.in>

4.1.3 GUIDELINES FOR REGISTRATION ON PORTAL

4.1.3.1 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)**.

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

4.1.3.3 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.

4.1.3.4 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.

4.1.3.5 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.

4.1.3.6 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.

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

- 4.1.3.8 After completion of registration payment, bidders need to send their acknowledgement copy on our [help desk mail ID: helpdesk@ewizard.com](mailto:helpdesk@ewizard.com) for activation of your account.

Helpdesk Number : Tel 011-49606060 , 9355030616, 9560364871

4.1.4 SEARCHING FOR TENDER DOCUMENTS ON PORTAL

- 4.1.4.1 There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
- 4.1.4.2 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.

4.1.5 PREPARATION OF BIDS ON PORTAL

- 4.1.5.1 Bidders should take into account any corrigendum published on the tender document before submitting their bids.
- 4.1.5.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- 4.1.5.3 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.
- 4.1.5.4 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.
- 4.1.5.5 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.

4.1.6 SUBMISSION OF BIDS ON PORTAL

- 4.1.6.1 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.
- 4.1.6.2 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.
- 4.1.6.3 Bidder has to select the payment option as "e-payment" to pay the tender fee / EMD as applicable and enter details of the instrument.

4.1.6.4 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.

4.1.6.5 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.

4.1.6.6 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.

4.1.7 CLARIFICATION

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

<https://becil.ewizard.in>

4.1.7.1 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.

4.1.7.2 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.

4.1.7.3 Please feel free to contact e-wizard helpdesk (as given below) for any query related to

E-tendering Phone No. 011-49606060

Mail id: - helpdesk@ewizard.com -

SECTION –III

EOI NOTICE & GENERAL TERMS AND CONDITIONS

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 Ref. No. 193725/CEO/CHiPS/empanel/WiFi/2026 Dated 18/06/2026 titled ‘Request for proposal for Empanelment of Wi-Fi Service Providers’.

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 Alok Chauhan, Sr. Manager(Projects), 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 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 : Not Allowed

6 SUBMISSION OF EOI

6.1 EOI, complete in all respects, must be submitted online on the <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	Checklist of documents/information to be submitted	
	(a)	Bidder Particulars as per Annexure-C
	(b)	Certificate of Incorporation (for Company/LLP/Proprietorship)
	(c)	Memorandum & Articles of Association/Partnership deed/Proprietorship declaration

(d)	Copy of Annual return for the 3 financial years (FY 2022-23; 23-24; 24-25) along with Balance Sheet, Profit & Loss A/c and its annexure as a complete set duly certified by the CA with valid UDIN & a CA Certificate with UDIN stating turnover, Profit (PAT) and net worth in last 3 financial years as per Annexure D.
(e)	Undertaking to provide the PBG in accordance with the timeline and the terms and conditions outlined in the client's tender
(f)	GST Registration Certificate
(g)	Copy of PAN Card
(h)	Power of Attorney authorizing the person signing the bid for this EOI as per Annexure-J
(i)	Undertaking in letter head to indemnify BECIL from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.
(j)	Undertaking as per Annexure-K 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.
(k)	All the requisite documents in the prescribed formats placed at Annexures to this EoI
(l)	Pre-Contract Integrity Pact as per Annexure-A
(m)	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.
(n)	Declaration regarding acceptance of Terms and conditions of EOI.
(o)	Undertaking for compliance with signing of Non-disclosure agreement as per clause 39 below.
(p)	Relevant Client Certificates, Work Orders, or Contract Agreements
(q)	Solution for project in PPT format.

7 **OPENING OF EOI**

7.1 The bids submitted against this **EOI shall be opened as per schedule mentioned in BECIL E-procurement portal (becil.ewizard.in)**. 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.

SECTION -III

GENERAL TERMS & CONDITIONS OF EOI

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 or 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 works.

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/Client 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/Client 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: Directly or indirectly controls, is controlled by or is under common control with another Bidder; or

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

or 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

- b) 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
- c) 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
- d) 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/Client or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India.
- 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 corruption shall entitle BECIL to cancel the contract and all or any other contracts with the Agency and recover from the Agency the amount of any loss arising from such cancellation, from the present or from any other contract with BECIL.

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, UNLAWFUL / UNETHICAL PRACTICES 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 from the dues payable to the bidder in the present or any contract with BECIL, 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 unlawful practices 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 Five years (mentioned in Clients RFP), 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 back to back basis.

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 and 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 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 up to 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. Alok Chauhan, Sr. Manager (Projects)
BECIL Broadcast Engineering Consultants India Ltd,
C-56/ A-17, Sector-62, Noida-201307, U.P., India.
Email: alokchauhan@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 In case of any liquidated damages imposed on BECIL by the Client, BECIL shall pass on the entire quantum of liquidated damages to the bidder/ selected agency/consortium partner on back-to-back basis.

36.3 The amount towards Liquidated Damages shall become liable 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 (which shall also include BECIL's right to claim such amount against Bidder's Bank Guarantee) from this Contract or any other contract with BECIL.

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. Since the payment is agreed to be on back-to-back basis upon receipt by BECIL from the Client, the Bidder agrees to waive any rights under the Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) or any similar legislation or regulation, to the extent such rights conflict with the agreed payment terms under the Bidder Agreement. The Bidder further waives its right to claim Interest on delayed payment by BECIL, under the Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) or any similar legislation or regulation for the time being in force in India.

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

40. Penalty terms

S. No.	Incident	Description	Penalty
1.	Delay in Commissioning / Installation	Failure to complete the installation, testing, and making the Wi-Fi network live by the time specified in the Work Order.	A penalty of 5% of the Event Rental Value shall be levied for the first hour of delay and 2% of the Event Rental Value for every subsequent hour or part thereof, subject to a maximum cumulative penalty of 30% of the Event Rental Value for the respective Work Order/Event
2.	Uptime SLA	>98% uptime to be maintained	For every 0.5% reduction in SLA below 98%, a penalty of 2.5% of the Event Rental Value shall be levied, subject to a maximum cumulative penalty of 30% of the Event Rental Value for the respective event
3.	Technical Support	Failure to provide an on-site L2 Engineer/Support person during event hours.	25% of that day's rental is deducted.
4	Any other penalty (if required)	Any other penalty specific to event may be added	To be included as part of request sent for any event

41. Events of Default by the Selected Bidder

The failure on the part of the Selected Bidder to perform any of its obligations or comply with any of the terms of this contract shall constitute an Event of Default on the part of the Selected Bidder. The events of default as mentioned above may include inter-alia the following:

- The Selected Bidder has failed to perform any instructions or directives issued by the CHiPS/BECIL which it deems proper and necessary to execute the scope of work under the Contract, or
- The Selected Bidder has failed to adhere to any of the key performance indicators as laid down in the Key Performance Measures / Contract, or if the Selected Bidder has fallen short of matching such standards/targets as CHiPS/BECIL may have designated with respect to any task necessary for the execution of the scope of work under this Contract. The above mentioned failure on the part of the Selected Bidder may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by CHiPS/BECIL;
- The Selected Bidder has failed to remedy a failure to perform its obligations in accordance with the
- specifications issued by the CHiPS, despite being served with a default notice which laid down the specific deviance on the part of the selected Bidder to comply with any stipulations or standards as laid down by the CHiPS; or

- The Selected Bidder / Bidder's Team has failed to conform to any of the Service/Facility Specifications/standards as set out in the scope of work of this Tender document or has failed to adhere to any amended direction, modification or clarification as issued by the CHiPS/BECIL during the term of this Contract and which the CHiPS/BECIL deems proper and necessary for the execution of the scope of work under this Contract;
- The Selected Bidder has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Proposal, the Tender and this Contract
- There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Selected Bidder.
- The Selected Bidder / Bidder's Team has failed to comply with or is in breach or contravention of any applicable laws.
- Where there has been an occurrence of such defaults inter alia as stated above, the CHiPS/BECIL shall issue a notice of default to the Selected Bidder, setting out specific defaults / deviances / omissions and providing a notice of Thirty days where Job greater than 6 month and 15 Days where Job duration less than 6 month to enable such defaulting party to remedy the default committed.
- Where despite the issuance of a default notice to the Selected Bidder by the CHiPS/BECIL and the Selected Bidder fails to remedy the default to the satisfaction of the CHiPS/BECIL, the CHiPS/BECIL may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the CHiPS.

42. Liquidated Damages

Subject to Clause (Force Majeure), if the Selected Bidder fails to complete the services under a particular Work Order before the scheduled completion date, or if the Selected Bidder repudiates a Work Order before completion, CHiPS/BECIL may, at its discretion and without prejudice to any other rights, recover liquidated damages up to a maximum of ten percent (10%) of the total value of that Work Order ('Work Order Value'). Any liquidated damages shall be calculated and applied net of any penalties already levied under Clause for the same Work Order. In no event shall the aggregate of penalties and liquidated damages for a single Work Order exceed ten percent (10%) of that Work Order Value.

In case it leads to termination, CHiPS/BECIL shall give thirty days' notice to the Selected Bidder of its intention to terminate the contract and shall so terminate the contract unless during the thirty days' notice period, the Selected Bidder initiates remedial action acceptable to the CHiPS/BECIL.

The CHiPS/BECIL may without prejudice to its right to affect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Selected Bidder in its hands (which includes the CHiPS/BECIL right to claim such amount against Selected Bidder's Bank Guarantee) or which may become due to the Selected Bidder. Any such recovery or liquidated damages shall not in any way relieve the Selected Bidder from any of its obligations to complete the work or from any other obligations and liabilities under the Contract.

SECTION –IV SCOPE OF WORK

42. SCOPE OF WORK/SCHEDULE OF REQUIREMENTS

42.1 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: 193725/CEO/CHiPS/empanel/WiFi/2026 Dated 18/06/2026

Titled Selection of System Integrator for 'Request for proposal for Empanelment of Wi-Fi Service Providers'.

Website: Please visit <https://eproc.cgstate.gov.in> regularly for the same.

42.2 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

43. ELIGIBILITY CRITERIA AND EVALUATION

	Pre-Qualification Criteria	Description	Supporting Documents
1	Legal Status of SI	A Company registered in India under the Companies Act, 2013 or amendments thereof, or Partnership firms registered under Limited Liability Partnerships (registered under LLP Act, 2008), or partnership registered under the Indian Partnership Act 1932 or Proprietorship Deed.	a. RoC certificate in case of Company. b. Partnership Deed in case of Partnership Firm. c. Self-Declaration on Letter head with PAN & GST numbers in case of Proprietary Firm. d. Memorandum and Article of Association e. Other relevant documents in case of company, proprietors and Partnership firm indicating details of Director/ proprietors/ Partner Other registration certificate, if any required.
2	Average Annual Turnover	Bidder should have average annual turnover of Rs. 17 Lakhs or more for the last Three financial years (2022-23, 2023-24 and 2024-2025) Copy of Annual return for the 3 financial years (FY 2022-23, 2023-24 & 2024-25) along with Balance Sheet, Profit & Loss A/c, and its annexures as a complete set. Documents must be duly certified by a Chartered Accountant (CA) with a valid UDIN. Include a CA Certificate with UDIN stating Turnover, Profit (PAT), and Net Worth. Net worth must be positive for each of the three years	• Audited statements for last 3 financial years • Certificate from Statutory Auditor specifying average turnover
3	Positive Net Worth	Bidder should have positive net worth during FY 2022-23, 2023-24, and 2024-25.	• Audited & certified Balance Sheet and Profit/Loss Account for last 3 years • Certificate from Statutory Auditor specifying net worth

4	Project Experience	Bidder should have successfully executed at least one Government Department/ PSU project during the last three (03) years involving deployment, integration, operation and maintenance of Wi-Fi, LAN, Campus Network, Smart City, ICC, Surveillance Network or similar networking infrastructure.	Relevant Client Certificates, Work Orders, or Contract Agreements
5	Blacklisting Declaration	Bidder should not be blacklisted by any Central/State Govt./UT/PSU in India as on bid submission date.	Undertaking by authorized signatory on Rs. 100 stamp paper
6	Power of Attorney	POA in name of person signing bid/tender documents.	Power of Attorney on Rs. 100 stamp paper
7	solvency	Bidder must have the solvency / credit facility / financial capability from the bank for minimum value of Rs. 25 Lakh.	Certificate/ Sanction letter from the Bank.
8	Annexure and Undertakings	All Annexure and Undertakings / information requested by client in tender document should be submitted to BECIL on back to back basis.	Relevant annexures as per bidder eligibility to be provided as per original tender.
9.	Proposed Solution	Proposed Solution along with Project and Manpower Plan to be submitted	

The Bidder /System Integrator (SI) can only participate in the tender for complete quantities as per SOW.

Bidder is required to submit notarized translation in English, if language of any of the above documents is any language other than English.

44. PRELIMINARY EVALUATION

- 44.1 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.
- 44.2 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.
- 44.3 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.
- 44.4 In case two bids are received from the same bidder, both the bids will be rejected.

45. EVALUATION PROCESS

- 45.1 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.
- 45.2 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.
- 45.3 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.
- 45.4 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.
- 45.4.1 Evaluation of proposals shall be based on:
- 45.4.2 Information contained in the proposal, the documents submitted there to and clarifications provided, if any.
- 45.4.3 Experience and Assessment of the capability of the bidders based on past record.
- 45.5 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.
- 45.6 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.

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

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

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

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

46. FINANCIAL EVALUATION:

46.1 Bidders are advised to quote the BOQ as per the Price bid format provided. The successful bidder will be determined based on the Lowest offered rates ranked as L-1, where L1 indicates the Lowest price offered to BECIL as per price format.

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

46.3 A Pre-Bid agreement shall be signed by BECIL with the successful declared L1 bidder.

46.4 The final price quoted in the end client's tender will include the BECIL margin, as determined by BECIL.

46.5 The selected agency will not be allowed to increase the price quoted to BECIL during the final tender submission.

SECTION –VI
ENCLOSURES AND ANNEXURES

(Annexure-A)

PRE-CONTRACT INTEGRITY PACT

Between

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

And

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

Preamble:

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

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

Section 1 – Commitments of the Principal

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

- a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or Immaterial benefit which he/she is not legally be entitled to.
- b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude all known prejudiced persons from the process.

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

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

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

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

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

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

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

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

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

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

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

Section 4 – Compensation for Damages

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

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

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

Section 5 – Previous transgression

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

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

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

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

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

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

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

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

Section 8 – External Independent Monitor/Monitors

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

8.2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD of M/s Broadcast Engineering Consultants India Limited (BECIL).

8.3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Subcontractor(s) with confidentiality.

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

8.5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit 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.

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

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

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

Section 9 – Pact Duration

On back to back basis.

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

FOR AND ON BEHALF OF CONTRACTOR

FOR AND ON BEHALF OF PRINCIPAL

Annexure-B (BANK MANDATE FORM)

यूनियन बैंक Union Bank of India



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

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

Date: 18.01.2023

TO WHOMSOEVER IT MAY CONCERN

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

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

Bank Stamp with Authorized Signatory

Date 20-01-2023

Page 1 of 1

Particulars of The Bidder

1.	Name of company/bidder	
2.	Office Address /Telephone No / Fax No / email id / website	
3.	Year of establishment	
4.	Status of the Company/bidder	
5.	Name of Directors	i) ii)
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: _____

Annual Turnover & Net worth

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

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

Full Name of Bidder (Supplier) entity:

Full Address of Bidder (Supplier) entity:

S. No.	Financial Year	Turnover of Bidder	Profit After Tax (PAT)	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: _____

Performa of letter of Undertaking for Bid Validity

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

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

I/We hereby submit our Bid and undertake to keep our Bid valid for the period of 210 days from the date of submission of the Bid.

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

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Bid Covering Letter

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

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

Dear Sir/Madam,

We, the undersigned, offer to provide Systems Implementation solutions/ 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 <180> days as stipulated in the EOI document.

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

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Credentials Summary

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

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Self-Declaration For Non Black Listing

ON BIDDER'S LETTER HEAD

Bidder Ref. No Dated :

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

We, M/s. ----- hereby declare that the firm/company namely M/s. --
-----, as on the date of bid submission, has not been blacklisted in the past 5 years or
debarred by any of the Central Government or State Government or any organization under
Central/ State Government or any Statutory Authority, or any Public- Sector Undertaking.

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

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

Yours

faithfully

For,

Signature of Authorized

Signatory Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Undertaking Regarding Payment Of GST/ Filing Of GST Return

Ref..... Date

To,
Dy. General Manager,
Broadcast Engineering Consultants India
Limited, C-56/A-17, 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: _____

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

KNOW ALL MEN BY THESE PRESENTS,

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

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

Date__.

For **Name of Bidder**,

Executed

Accepted

Witnesses
_

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)

PRICE BID FORMAT

EOI No.
Bidder Ref. No Dated :

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

Sir,

I/We hereby submit our Proposal for the **Request for proposal for Empanelment of Wi-Fi Service Providers** in accordance with the special Terms and Conditions as well as Scope of work.

The rates should be quoted in the prescribed format given below for all listed items:

Hardware & Infrastructure Rental

#	Description of Service	Unit	QTY	Unit Rate (Including GST)	Total
			(A)	(B)	(C= A*B)
1	Providing Indoor Wi-Fi Access Point on rental basis, including installation, commissioning, structured cabling, PoE Switch, required accessories, manpower deployment, and Internet bandwidth from 100 Mbps up to 200 Mbps (shared	Per Device / Per Day	1		

	for the complete deployment under the respective Work Order), complete in all respects				
2	Providing Outdoor Wi-Fi Access Point on rental basis, including installation, commissioning, structured cabling, PoE Switch, required accessories, manpower deployment, and Internet bandwidth from 100 Mbps up to 200 Mbps (shared for the complete deployment under the respective Work Order), complete in all respects	Per Device / Per Day	1		
3	Providing Indoor Wi-Fi Access Point on rental basis, including installation, commissioning, structured cabling, PoE Switch, required accessories, manpower deployment, and Internet bandwidth from 201 Mbps up to 500 Mbps (shared for the complete deployment under the respective Work Order), complete in all respects	Per Device / Per Day	1		
4	Providing Outdoor Wi-Fi Access Point on rental basis, including installation, commissioning, structured cabling, PoE Switch, required accessories, manpower deployment, and Internet bandwidth from 201 Mbps up to 500 Mbps (shared for the complete deployment under the respective Work Order), complete in all respects.	Per Device / Per Day	1		
5	Providing Indoor Wi-Fi Access Point on rental basis, including installation, commissioning, structured cabling, PoE Switch, required accessories, manpower deployment, and Internet bandwidth from 501 Mbps up to 1Gbps (shared for	Per Device / Per Day	1		

	the complete deployment under the respective Work Order), complete in all respects				
6	Providing Outdoor Wi-Fi Access Point on rental basis, including installation, commissioning, structured cabling, PoE Switch, required accessories, manpower deployment, and Internet bandwidth from 501 Mbps up to 1Gbps (shared for the complete deployment under the respective Work Order), complete in all respects	Per Device / Per Day	1		
Total					
Quoted BECIL Margin (Minimum@ 8%) Taxes Extra as applicable					

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

Please note the following:

1. Prices are valid for a period of 210 Days from date of submission of Bid.
2. The rates quoted in the above table should be valid for entire contract period.

Payment Terms and Conditions:

Payment Terms	Percentage	Document Required
On completion concerned event	100%	• Field Survey Report, duly verified and signed by the CHiPS or its authorized representatives • Installation and Commissioning Reports duly completed and submitted. • Bandwidth Utilization Report, indicating network uptime. • Details of Number of Users Connected through Access Points (APs). • Three (04) copies of Invoice, duly submitted.

Note: - Payment will be released on back to back basis after deducting BECIL Margin.

No advance payments shall be granted. Any proposed Mobilization Advance is given to the bidder subject to the submission of a separate Bank Guarantee (BG) valued at 110% of the advance amount, only if any amount received from the client.

MSME UNDERTAKING

(Annexure – M)

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

This Undertaking is made on this ____ day of _____, 2026, by: _____

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

IN FAVOUR OF:

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

WHEREAS:

1. The **Principal Employer/client**, have awarded the work for execution of the project to BECIL.
2. BECIL through this EOI intends to onboard on agency / agencies for Procurement and Installation of CCTV Cameras and Accessories.
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

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]

TABLE OF CONTENTS

ARTICLE 1: PREAMBLE

ARTICLE 2: GENERAL

ARTICLE 3: PROJECT BACKGROUND AND SCOPE OF WORK

ARTICLE 4: ROLES AND RESPONSIBILITIES

ARTICLE 5: COOPERATION OF THE TRANSACTION

ARTICLE 6: PERIOD OF AGREEMENT

ARTICLE 7: PAYMENT AND COMMERCIAL

ARTICLE 8: GENERAL TERMS & CONDITIONS

SCHEDULE 1: DETAILED SCOPE OF WORK

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 Mr. Alok Chauhan (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

CHiPS is seeking the services of experienced Wi-Fi Service Providers to support various departmental and project initiatives through empanelment. The selected bidders shall provide qualified technical and support resources, as and when required, task-based basis for undertaking Wi-Fi-related assignments.

The empaneled reputed Wi-Fi Service Providers having relevant experience of providing Wi-Fi services. The empaneled bidders would be expected to provide WiFi services on rental basis to undertake Wi-Fi Service Providers engagements. Government departments under state require secure, scalable, and reliable Wi-Fi connectivity without capital expenditure, ensuring predictable operating costs.

The objectives of this empanelment are to:

- Adopt Wi-Fi as a Service (Rental Model).
- Transition procurement from CAPEX to OPEX.
- Standardize service levels and security controls.
- Enable faster deployment and scalability.

The period of empanelment shall be three (03) years from the date of signing of the Empanelment Agreement, which may be extended further upon mutual consent and satisfactory performance.

“Chhattisgarh infotech Promotion Society (CHiPS), the nodal agency of Department of Information Technology CHiPS invites technical and financial proposals from Wi-Fi Service Providers firms for getting empanelled with CHiPS.”

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 per tender 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.

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

8.1 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.

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

8.2.1 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.

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

8.2.3 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.

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

8.2.5 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. 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.

8.6.2 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

8.10.1 Forfeiture 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.

Termination due to breach

8.12.1.5 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.

8.12.1.6 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 has adopted unethical means/corrupt practices.
- f. if the information submitted/furnished by the [Vendor name] is found to be incorrect;

8.12.1.7 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.

8.12.2 Termination due to Insolvency

8.12.2.1 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 :-

8.12.2.2 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.

8.12.3 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.

8.14.3 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.

8.14.4 That 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

8.15 ASSIGNMENT AND SUB-CONTRACTING

8.15.1 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.

8.15.2 [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.

8.16 FORCE MAJEURE

8.16.1 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.

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

8.16.3 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.

8.17 GOVERNING LAW AND JURISDICTION

8.17.1 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.

8.17.2 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.

8.18 ARBITRATION CLAUSE

8.18.1 Conciliation of Dispute

8.18.1.1 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.

8.18.1.2 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.

8.18.2 Reference of Dispute to Arbitration

8.18.2.1 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.

8.18.2.2 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.

8.18.2.3 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,

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

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

8.18.2.6 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.

8.18.2.7 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.

8.18.2.8 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 and 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. Alok Chauhan Designation: Sr. Manager(Projects) Address: Broadcast Engineering Consultants India Ltd, C-56/ A-17, Sector- 62, Noida- 201307, U.P. Email: alokchauhan@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.

8.24 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.

8.25 SURVIVAL

8.25.1 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.

8.25.2 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.

8.26 AMENDMENT

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

8.27 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.

8.28 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].

8.29 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.

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

8.31 [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.

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

8.33 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,

8.34 SURVIVAL

8.34.1 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.

8.34.2 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.

8.35 AMENDMENT

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

8.36 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.

8.37 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].

8.38 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.

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

8.40 [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.

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

8.42 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,

8.43 SURVIVAL

8.43.1 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.

8.43.2 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.

8.44 AMENDMENT

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

8.45 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.

8.46 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].

8.47 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.

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

8.49 [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.

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

8.51 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] .

8.52 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.

8.53 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.

8.54 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:

8.54.1 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.

8.54.2 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].

8.55 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.

8.57 MSME

8.57.1 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.

8.57.2 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.

8.58 COUNTERPARTS

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

8.59 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]
(Alok Chauhan) Sr. Manager (Projects)	(vendor representative) title
Signature of Witness:	Signature of Witness:
Name: Title:	Name: Title:

PERFORMANCE BANK GUARANTEE FORMAT

(on Rs 100 Non Judicial Stamp Paper)

No.....

Dated:.....

To,

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

1. Against purchase order no. _____
dated _ for _____ (hereinafter called the said
contract) entered into between Broadcast Engineering Consultants India Ltd. (BECIL), 14-B,
Ring Road, I.P. Estate, New Delhi (herewith called the Purchaser) and
_____(hereinafter called the supplier),

this is to certify that at the request of the supplier we
_____(hereinafter referred to as the Bank), do as
primary obligor and not merely as surety, hereby irrevocably unconditionally and absolutely
undertake against any loss or damage caused to or suffered or would be caused to or suffered by
the Purchaser by reason of any failure of the supplier to perform or omission or negligence to
perform any part of his/their obligation, viz. the performance of the contract till warranty period,
to the satisfaction of the purchaser in term of the contract.

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

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

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

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

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

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

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

8. Notwithstanding anything contained herein above.

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

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

Chhattisgarh infotech Promotion Society
(CHIPS), State Data Centre Building, Near
Police Control Room, Civil Lines, Raipur,
Chhattisgarh-492001 Tel.: +91-771-
4014158 Email:
ceochips@nic.in,

Notice Inviting Tender

For “Request for proposal for
Empanelment of Wi-Fi Service
Providers”

Websites:

<https://eproc.cgstate.gov.in>

www.chips.gov.in

CONTENTS

CONTENTS	2
NOTICE INVITING TENDER	5
DISCLAIMER.....	6
1 FACT SHEET	7
2 BACKGROUND INFORMATION.....	9
2.1 ABOUT CHHATTISGARH	9
2.2 ABOUT CHiPS	9
2.3 BRIEF ABOUT EMPANELMENT OF Wi-Fi SERVICE PROVIDERS	10
3 INDICATIVE SCOPE OF WORK	11
4 ELIGIBILITY CRITERIA	12
4.1 DISQUALIFICATION DUE TO ONGOING DISPUTES	14
5 INSTRUCTIONS TO THE BIDDERS	14
5.1 GENERAL	14
5.2 COMPLIANT TENDERS / COMPLETENESS OF RESPONSE	14
5.3 PRE-BID MEETING & CLARIFICATIONS.....	15
5.3.1 Bidders Queries	15
5.3.2 Responses to Pre-Bid Queries and Issue of Corrigendum.....	16
5.4 KEY REQUIREMENTS OF THE BID	16
5.4.1 Right to Terminate the Process.....	16
5.4.2 TENDER processing Fees.....	16
5.4.3 Earnest Money Deposit (EMD)	16
5.4.4 Submission of Responses.....	17
5.4.5 Authentication of Bids.....	17
5.5 PREPARATION AND SUBMISSION OF PROPOSAL	17
5.5.1 Proposal Preparation Costs	17
5.5.2 Language.....	17
5.6 EVALUATION PROCESS.....	18
5.6.1 Tender Opening.....	18
5.6.2 Tender Validity.....	18
5.6.3 Tender Evaluation.....	18
5.6.4 Evaluation of Financial Bid:	20
5.7 DECIDING AWARD OF CONTRACT	20
5.8 ELIGIBILITY PROPOSAL	21
5.9 MODIFICATION AND WITHDRAWAL OF BIDS	22

5.10 PROPOSAL FORMS	22
5.11 LOCAL CONDITIONS.....	22
5.12 CONTACTING THE CHHATTISGARH INFOTECH PROMOTION SOCIETY, RAIPUR	22
5.13 TENTATIVE SCHEDULE OF EVENTS	23
5.14 OPENING OF PROPOSAL	23
5.15 CONFIDENTIALITY	23
5.16 EXECUTION OF AGREEMENT	24
5.17 DURATION OF THE CONTRACT:.....	25
5.18 TERMS AND CONDITIONS: APPLICABLE POST AWARD OF CONTRACT	25
5.18.1 <i>Termination Clause</i>	25
5.18.2 <i>Dispute Resolution Mechanism</i>	26
5.18.3 <i>Notices</i>	27
5.18.4 <i>Force Majeure</i>	27
5.18.5 <i>Failure to agree with Terms and Conditions of the TENDER</i>	27
5.19 LIMITATION OF LIABILITY	27
5.20 RIGHT OF MONITORING, INSPECTION AND PERIODIC AUDIT	28
5.21 INFORMATION SECURITY	28
5.22 INDEMNITY	29
5.23 PAYMENT SCHEDULE	29
5.23.1 <i>Payment Milestones</i>	29
5.23.2 <i>Penalty terms</i>	29
5.24 EVENTS OF DEFAULT BY THE SELECTED BIDDER	30
5.25 LIQUIDATED DAMAGES	31
5.26 CONTINUANCE OF THE CONTRACT:	32
5.27 CONFLICT OF INTEREST	32
5.28 SEVERANCE	32
5.29 GOVERNING LANGUAGE.....	32
5.30 “No CLAIM” CERTIFICATE	32
5.31 PUBLICITY	33
5.32 INTELLECTUAL PROPERTY RIGHTS (IPR)	33
5.33 GENERAL	33
5.34 FRAUD AND CORRUPT PRACTICES.....	36
5.35 TERMS OF PAYMENT.....	37
5.36 OBLIGATIONS	38
5.37 AWARD OF CONTRACT.....	38
5.38 NOTIFICATION OF AWARD.....	39
5.39 CONTRACT PERIOD.....	39
5.40 CHANGES TO SERVICES.....	39

5.41	ALLOCATION OF WORK	39
5.42	ADDITIONAL RESOURCES	40
6	ANNEXURES.....	41
	ANNEXURE I: FORMAT FOR POWER OF ATTORNEY	41
	ANNEXURE II- DECLARATION FOR NOT BLACK LISTED.....	42
	ANNEXURE III -DRAFT PERFORMANCE GUARANTEE	43
	ANNEXURE IV: PARTICULARS OF THE BIDDERS	45
	ANNEXURE V: FORMAT OF SENDING PRE-BID QUERIES.....	46
	ANNEXURE VI: PRE-CONTRACT INTEGRITY PACT	47
	ANNEXURE VII: PROPOSAL COVERING LETTER	53
	ANNEXURE VIII: FINANCIAL PROPOSAL FORMAT	55
	ANNEXURE IX: GUIDELINE FOR E-PROCUREMENT	57
	ANNEXURE-X FORMAT FOR CERTIFYING THAT ONLINE & OFFLINE DOCUMENTS ARE IDENTICAL.....	60
	ANNEXURE-XI ELIGIBILITY CRITERIA	61

NOTICE INVITING TENDER

FOR

Request for proposal for Empanelment of Wi-Fi Service Providers

No. **193725/CEO/CHiPS/Empanel/WiFi/2026**

Raipur, Dated 18/06/2026

Chhattisgarh infotech Promotion Society (CHiPS), the nodal agency of Department of Information Technology CHiPS invites technical and financial proposals from Wi-Fi Service Providers firms for getting empanelled with CHiPS.

The document can be download from the Website: <https://eproc.cgstate.gov.in> and www.chips.gov.in response to this tender shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This section provides general information about the Issuer, important dates and addresses and the overall eligibility criteria for the parties.

1.1 Issuer

The CEO

Chhattisgarh infotech Promotion Society, Raipur

State Data Centre Building, Near Police Control
Room, Civil Lines, Raipur,

Chhattisgarh-492001

Tel: + 91 – 771 – 4014158 Fax:

+ 91 – 771 – 4014158 Email:

ceochips@nic.in

Website: www.chips.gov.in & www.cgstate.gov.in

1.2 Address for business query and Correspondence

The CEO,

Chhattisgarh infotech Promotion Society, Raipur

State Data Centre Building, Near Police Control
Room, Civil Lines, Raipur,

Chhattisgarh-492001

Tel: + 91 – 771 4014158

DISCLAIMER

The information contained in this Request for Proposal (hereinafter referred to as "TENDER") document provided to the Bidders, by the Chhattisgarh infotech Promotion Society Raipur, hereinafter referred to as CHiPS, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this TENDER document and all other terms and conditions subject to which such information is provided.

The purpose of this TENDER document is to provide the Bidder(s) with information to get empanelled with the government of Chhattisgarh for undertaking Wi-Fi services for provision, implementation, operation, and maintenance of Wi-Fi services, in accordance with the terms and conditions specified herein. This TENDER document does not purport to contain all the information each Bidder may require. This TENDER document may not be appropriate for all persons, and it is not possible for the CHiPS, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this TENDER document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this TENDER document and wherever necessary obtain independent advice from appropriate sources.

CHiPS, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or Completeness of the TENDER document.

CHiPS may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this TENDER document.

1 FACT SHEET

1	Tender No.	193725/CEO/CHiPS/Empanel/WiFi/2026 Dated 18/06/2026
2	Name of the Work	Request for proposal for Empanelment of Wi-Fi Service Providers
3	Objective	"Empanelment of agencies for providing plug-and-play Wi-Fi Internet services, Access Point (AP) hardware, and on-site technical support for temporary/event-based requirements on a rental basis
4	Name of the issuer of this tender	Chhattisgarh Infotech Promotion Society (CHiPS)
5	Date of issue of tender document	18/06/2026
6	Last date sending Pre Bid Query	25/06/2026
7	Pre Bid Meeting	26/06/2026 at 12:00 PM Offline:- At Office of CHiPS 10 th Floor, CBD Building, Commercial Tower C, Nawa Raipur, Atal Nagar Chhattisgarh– 492001
8	Last Date for Submission of Bid	14/07/2026 up to 12:00 Hrs.
9	Last Date for Submission of Physical document	14/07/2026 up to 17:00 Hrs.
10	Date of Bid Opening	14/07/2026 ,18:00 Hrs.
11	Address of Communication	State Data Center Building, Near Police Control Room, Civil Lines, Raipur, Chhattisgarh– 492001
12	Earnest Money Deposit (EMD)	Rs. 2,00,000/- (Rupees two lakhs only) EMD to be submitted Online through https://eproc.cgstate.gov.in Exemption from submission of EMD shall be applicable to Micro and Small Enterprises (MSEs) and Start-ups registered in the State of Chhattisgarh only, subject to submission of valid registration certificates.
13	Tender Fee	Rs. 10,000/- (including GST)

14	Availability of Tender Document	TENDER can be Download from https://eproc.cgstate.gov.in & www.chips.gov.in .
15	Validity of Proposal	Proposals must remain valid 180 days after the Submission date.
16	Method of Selection	L1 matching empanelment
17	Bid Submission	Bid submission will be online through https://eproc.cgstate.gov.in only.
18	Physical Document Submission	• Bid submission will be online through https://eproc.cgstate.gov.in only. • Power of Attorney in the name of authorized signatory for signing the bid, in sealed cover on Last Date for Submission of Physical document. • Financial Proposal should not be submitted in hard copy. If submitted, bid will be summarily rejected. • Please note that only online bids will be considered for evaluation of offers. • Certification by the bidder that online and offline offer are identical in all respects as per Annexure X
19	Periodic Empanelment	As the Empanelment is valid for 3 years, CHiPS may reopen the Empanelment on the same terms and conditions to induct additional Wi-Fi Service Providers, on the last week of January 2027, July 2027, and subsequently as per operational requirements. Existing empanelled providers need not participate in reopened empanelments but may do so if they wish.
20	Consortium or JV	Not permitted
21	Contact person for sending queries	CEO, CHiPS Office of CHiPS, Civil Lines Opposite New Circuit House, Raipur- 492001 Phone: 0771-4014158 Email: ceochips@nic.in , empl.chips@cgchips.in

Note

1. CHiPS reserve the right to change any schedule of bidding process. Please visit <https://eproc.cgstate.gov.in> regularly for the same.

2 BACKGROUND INFORMATION

2.1 ABOUT CHHATTISGARH

Chhattisgarh, a 21st century State, came into being on November 1, 2000. Larger than Tamil Nadu, it is just the right size, and is also fortunate to have a low population density. Good Governance is the highest priority in this Fast Track State. There is both policy stability as well as political stability. Government has been kept small and the State is in excellent fiscal health.

Chhattisgarh is truly a land of opportunities. With all major minerals including diamonds in abundance, it is the richest State in mineral resources. There are mega industries in Steel, Aluminium and Cement. Chhattisgarh contributes substantially to the Human Resources of India. Several hundred students from the State qualify for admissions in prestigious academic institutions every year. Bhilai, the knowledge capital of the State, alone sends over 50 students to the elite Indian Institutes of Technology every year.

Its' large power surplus is attracting power-intensive industries, and the State is poised to become the power-hub of the nation. Its central location helps easy power transmission to any part of the country. 12% of India's forests are in Chhattisgarh, and 44% of the State's land is under forests. Identified as one of the richest bio-diversity habitats, the Green State of Chhattisgarh has the densest forests in India, rich wildlife, and above all, over 200 non- timber forest produces, with tremendous potential for value addition. One third of Chhattisgarh's population is of tribes, mostly in the thickly forested areas in the North and South. The central plains of Chhattisgarh are known as the "Rice Bowl" of Central India. Female literacy has doubled in the last decade, and male literacy is higher than India's average. Gender ratio is next only to Kerala. Bastar is known the world over for its unique and distinctive tribal heritage. The Bastar Dashera is the traditional celebration of the gaiety of tribal. Many virgin, unexplored tourism destinations are there in all the parts of Chhattisgarh.

2.2 ABOUT CHiPS

Chhattisgarh Infotech Promotion Society (CHiPS) is the nodal agency and prime mover for propelling IT growth & implementation of the IT & e-Governance projects in the State of Chhattisgarh. CHiPS is involved in the end-to-end implementation of the following major projects:

-

- State Wide Area Network -CG SWAN
- E-District (Online G2C Services)
- Common Service Centres (CSC) –Rural CHOICE
- Khanij Online

- Geographical Information System (GIS)
- e-Procurement
- State Data Centre
- 36-Inc
- BharatNet

Vision statement

“To empower the people of Chhattisgarh through universal access to information and Government services making effective use of information and communication technologies.”

2.3 BRIEF ABOUT EMPANELMENT OF Wi-Fi SERVICE PROVIDERS

CHiPS is seeking the services of experienced Wi-Fi Service Providers to support various departmental and project initiatives through empanelment. The selected bidders shall provide qualified technical and support resources, as and when required, task-based basis for undertaking Wi-Fi-related assignments.

The empaneled reputed Wi-Fi Service Providers having relevant experience of providing Wi-Fi services. The empaneled bidders would be expected to provide WiFi services on rental basis to undertake Wi-Fi Service Providers engagements. Government departments under state require secure, scalable, and reliable Wi-Fi connectivity without capital expenditure, ensuring predictable operating costs.

The objectives of this empanelment are to:

- Adopt Wi-Fi as a Service (Rental Model).
- Transition procurement from CAPEX to OPEX.
- Standardize service levels and security controls.
- Enable faster deployment and scalability.

The period of empanelment shall be three (03) years from the date of signing of the Empanelment Agreement, which may be extended further upon mutual consent and satisfactory performance.

To be eligible for empanelment, bidders must demonstrate their credentials through adequate documentary evidence, including organizational experience, past project credentials, technical expertise. The evaluation of proposals shall be based on the bidder's organizational capacity,

financial strength, availability and feasibility of the services, relevant experience in Wi-Fi projects, and other criteria as specified in this Tender document.

The RFP outlines a list of indicative areas of work, and the specific projects and scope of work will evolve depending on the requirements of Concern authority. Empanelled bidders will not have any employment obligation to CHiPS.

Overall, this RFP seeks to establish a panel of qualified Wi-Fi service providers to support the various initiatives of Concern authority.

Interested parties may view and download the tender document containing the detailed terms & conditions from the website <https://eproc.cgstate.gov.in>. The bids are to be submitted as per procedure given in this document.

Financial bids as per Annexure VIII have been invited from the empanelled bidders against the various categories of resources as defined in this document.

3 Indicative Scope of Work

The scope of work includes, but is not limited to:

- Site survey and network design for the event at specific venue/location.
- Arranging Wi-Fi equipment (Access Points, Switches, SLA Monitoring tool and necessary cables along with accessories.
- Providing bandwidth as per requirement along with required network devices i.e. Switch, Router etc.
- Installation, commissioning, configuration and testing.
- Integration with existing network bandwidth.
- On-site Resident Engineer for the duration of the event (Start to Finish).
- De-installation Removal of all assets post-event.

The indicative scope of work for above BoQ includes, but is not limited to:

- Site survey and network design for the event at specific venue/location.
- Indoor/outdoor Wi-Fi Access Point including installation and commissioning, cabling, switch, along with required accessories and necessary manpower deployment
- Submission of system generated uptime report, Bandwidth Utilization Report, report for Number of users connected through Access Points (APs).

- **Access Point Placement Criteria -**

- In case of a **room**, a max. of **one (01) indoor Access Point (AP)** shall be provided by the agency.
- In case of a **hall or large enclosed area**, **two (02) to three (03) APs** shall be deployed, depending on the size and usage.
- In case of an **open area**, AP deployment shall be planned based on site conditions, user density, and signal strength requirements to ensure seamless coverage and performance.

Note: Final AP quantity and placement shall be determined based on site survey and approved by the department before deployment

- **Bandwidth Utilization:** The network shall be designed such that **utilization does not exceed 75% of the available bandwidth**, always maintaining at least 25% buffer capacity to ensure optimal performance and scalability.

The Service Provider shall provide temporary Wi-Fi services. The connectivity shall be delivered via a standard Ethernet handoff (RJ45) at the designated control room or venue location, inclusive of all necessary terminating equipment (modems, media converters, and routers).

Please note that this is only indicative scope of work and the specific scope of work including detailed activities shall be specified by respective Concern authority while awarding Wi-Fi Service engagements to the empanelled Wi-Fi Service Firm.

4 Eligibility Criteria

The bidder must possess the requisite experience, strength and capability in providing the Wi-Fi related services to various departments / offices / boards / directorates of the Government of Chhattisgarh. The bidder must also possess the technical know-how and the financial wherewithal that would be required for successfully providing services sought by the CEO, Chhattisgarh Infotech Promotion Society, Raipur, for the entire period of the contract. The bids must be complete in all respect and must comply with all terms and conditions stipulated in this document. The invitation to proposal is open to all bidders who qualify the eligibility criteria as given below:

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The Bidder must be a company registered under the companies Act/LLP Act/Partnership Act/Proprietorship. The Bidder	Certificate of registration as Firm/LLP/ Partnership Act/ Proprietorship

S. No.	Basic Requirement	Specific Requirements	Documents Required
		should be operating in India for the last Three financial years	
2	PAN/GST	Bidder should have PAN and GST registration	1. Copy of GST 2. Copy of PAN
3	Average Turnover	Bidder should have average annual turnover of Rs. 50 Lakhs or more for the last Three financial years (2022-23, 2023-24 and 2024-2025)	1. Copy of Audited balance sheet and profit & Loss report 2. Turnover Certificate from CA
4	General Experience	Bidder having working experience related to rental Wi-Fi services with at-least 25 or more AP for any government organization/ PSU, across India in last 3 years.	1. Copy of Work Order / agreement clearly reflecting the required experience
5	Non-blacklisting	The bidder is not blacklisted in any government organization as on the date of submission of bid	Self-declaration of non-blacklisting on bidders letter head
6	Power of Attorney	POA in the name of Authorized signatory to sign the bid	Scanned copy needs to be submitted online
7	EMD	Earnest Money Deposit (EMD)	Rs 2,00,000.00/- (In words Two lakhs only) Online through https://eproc.cgstate.gov.in

Note: - Only those bidders who meet the Eligibility Criteria specified above will be eligible to respond to this TENDER. The bidder's Eligibility Criteria proposal shall contain the relevant information & supporting documents to substantiate the eligibility of the bidder vis-à-vis the Eligibility Criteria.

4.1 Disqualification Due to Ongoing Disputes

1. Any company, firm, or entity (the “Bidder”) that is currently involved in, or is a party to, any pending or ongoing legal dispute, litigation, arbitration, or administrative proceeding with CHiPS; whether civil, commercial, or criminal, shall be deemed ineligible to participate in this bidding process.
2. Bidders are required to fully and accurately disclose all ongoing legal disputes with CHiPS at the time of bid submission via a Self-Declaration on the bidder’s letterhead.
3. Failure to disclose any ongoing legal disputes, or any misrepresentation regarding the same, shall constitute a material misrepresentation, entitling CHiPS to:
 - a) Reject the bid at any stage of the evaluation process; and/or
 - b) Terminate any executed contract immediately, without liability.

5 INSTRUCTIONS TO THE BIDDERS

5.1 General

- a) While every effort has been made to provide comprehensive and accurate background Information and requirements, Bidders must form their own Conclusions about the Conclusions about the of Wi-Fi Services required. Bidders and recipients of this TENDER May wish to consult their own legal advisers in relation to this TENDER.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the CHiPS on the basis of this TENDER.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the CHiPS. Any notification of preferred bidder status by the CHiPS shall not give rise to any enforceable rights by the Bidder. The CHiPS may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the CHiPS.
- d) This TENDER supersedes and replaces any previous public documentation & Communications, and Bidders should place no reliance on such communications.
- e) Please refer “Guidelines_to_Bidders_EPS_v1.1” PDF document download along with this tender for bidding process (Annexure - IX).

5.2 Compliant Tenders / Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other bidders are advised to study all instructions, forms, requirements, appendices and other information in the TENDER documents carefully. Online submission of the bid / proposal shall be deemed to have been done after careful study and examination of the TENDER document with full understanding

of its implications

- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
- Comply with all requirements as set out within this TENDER.
 - Include all supporting documentations specified in this TENDER

5.3 Pre-Bid Meeting & Clarifications

5.3.1 Bidders Queries

- a) CHiPS shall hold a pre-bid meeting with the prospective bidders on Date & time and Address mentioned in Fact Sheet of this document.
- b) The two (2) authorized representative of interested organization may attend pre-bid conference at their own cost after giving prior intimation to CEO, CHiPS.
- c) Pre-bid queries of only those bidders will be responded who have registered themselves on or before response of pre-bid queries is released.
- d) Bidders are requested to submit the e-mail address and mobile no. of one authorized person for all communications along with the registration.
- e) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to CHiPS by email (Excel File only) on or before last date for sending pre-bid queries mentioned in Fact Sheet of this document through the e-mail of only authorized representative of the bidder.
- f) The queries should necessarily be submitted in the following format:

<u>Sr. No.</u>	<u>Participate in Tier</u>	<u>Section No.</u>	<u>Page No.</u>	<u>Tender Clause</u>	<u>Query</u>	<u>Remarks</u>
1						
2						
3						
.						
N						

- g) CHiPS shall not be responsible for ensuring that the bidder's queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the CHiPS.
- h) Bidders must confirm their participation in advance.

The purpose of the meeting is to provide Bidders information regarding the TENDER, project requirements, and opportunity to seek clarification regarding any aspect of the TENDER and the project. However, the 'CHiPS' reserves the right to hold or re-schedule the Pre-Bid meeting.

5.3.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- a) The Officer notified by the CEO, CHiPS will endeavor to provide timely response to the queries. However, CHiPS makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does CHiPS undertake to answer all the queries that have been posed by the bidders.
- b) At any time prior to the last date for receipt of bids, CHiPS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the TENDER Document by a corrigendum.
- c) The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the <https://eproc.cgstate.gov.in>.
- d) Any such corrigendum shall be deemed to be incorporated into this TENDER.
- e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, CHiPS may, at its discretion, extend the last date for the receipt of Proposals.

5.4 Key Requirements of the Bid

5.4.1 Right to Terminate the Process

- a) CHiPS may terminate the TENDER process at any time and without assigning any reason. CHiPS makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This TENDER does not constitute an offer by CHiPS. The bidder's participation in this process may result CHiPS selecting the bidder to engage towards execution of the contract.

5.4.2 TENDER processing Fees

Bidder needs to pay INR 10,000 (Rupees Ten Thousand Only) to for document processing through <https://eproc.cgstate.gov.in> during bid submission.

5.4.3 Earnest Money Deposit (EMD)

- a) The agency has to submit EMD online through e-procurement portal as per details mentioned in Fact sheet Sno-12).
- b) EMD of all unsuccessful bidders would be refunded by CHiPS within 60 Days of the bidder being notified as being unsuccessful.

c) EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.

The EMD may be forfeited:

- If a bidder withdraws its bid during the period of bid validity.
- In case of a successful bidder, if the bidder fails to sign the contract in accordance with this TENDER.

d) The EMD of the successful bidders shall be returned after submission of a Performance Bank Guarantee (PBG) of ₹2,00,000/- (Rupees Two Lakh only) in the format given at Annexure III, valid for the initial empanelment period of three (3) years from the date of signing of the Agreement.

5.4.4 Submission of Responses

a) Please refer “Guidelines_to_Bidders_EPS_v1.1” PDF document download along with this tender for bidding submission process.

5.4.5 Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal as per Annexure I mentioned in this TENDER.

5.5 Preparation and Submission of Proposal

5.5.1 Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the TENDER process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by CHiPS to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. CHiPS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5.5.2 Language

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

5.6 Evaluation process

- a) CHiPS will constitute a Tender Evaluation Committee to evaluate the responses of the bidders.
- b) The Tender Evaluation Committee constituted by the CHiPS shall evaluate the responses to the TENDER and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection of the bid.
- c) The decision of the Tender Evaluation Committee in the evaluation of responses to the TENDER shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d) The Tender Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- e) The Tender Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f) Each of the responses shall be evaluated as per the criteria and requirements specified in the TENDER.

5.6.1 Tender Opening

Received bids will be opened online. Participated bidders can be present online through portal (<https://eproc.cgstate.gov.in>). Physical presence may not be required however participating bidders' authorized representatives can mark attendance online during bid opening.

5.6.2 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of opening of Tender.

5.6.3 Tender Evaluation

- a) Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Proposals;
 - i. Are not submitted in as specified in the TENDER document.
 - ii. Received without the Letter of Authorization (Power of Attorney).
 - iii. Are found with suppression of details
 - iv. With incomplete information, subjective, conditional offers and partial offers submitted
 - v. Submitted without the documents requested in the checklist
 - vi. Have non-compliance of any of the clauses stipulated in the TENDER
 - vii. With lesser validity period.
- b) All responsive Bids will be considered for further processing as below.

Tender evaluation Committee will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this TENDER document. The decision of the Committee will be final in this regard.

- i. Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- ii. The CHiPS may ask for additional clarification documents against the bidder submitted as part of bid response. No new documents will be entertainment conduct for bid evaluation. Conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.
- iii. Further, the scope of the evaluation committee may also covers taking any decision with regard to the Tender Document, execution/ implementation of the project including management period.
- iv. Proposal shall be opened in the presence of bidders representatives who intend to attend at their cost. The bidders' representatives who are present shall sign a register giving evidence of their attendance.
- v. Proposal document shall be evaluated as per the following steps.

c) Preliminary Examination of Eligibility Criteria documents:

The Eligibility Criteria document will be examined to determine whether the bidder meets the eligibility criteria, whether the proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in various sections of this Tender Document will be rejected and will not be considered further.

d) Evaluation of document:

A detailed evaluation of the bids shall be carried out in order to determine whether the bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the Tender Document. Bids received would be assigned scores based on the parameters defined in the table below.

All supporting document submitted in support of Eligibility Evaluation matrix should comply the following: -

- i. Soft copies of supporting documents to be submitted on online portal however CHiPS may request for clarification for incomplete details or may request for hard copies in quality print as and when required.
- ii. Supporting document should clearly indicate value of the completed project and scope of work/ services should be clearly highlighted.

- iii. Completion certificate should clearly indicate the value and duration of the project.
- iv. In case of projects where order for recurring /Extension and subsequent order has been placed on the Bidder only the mentioned order value will be considered for evaluation.

Bidders failing to comply any of the above then the Bid will be summarily rejected.

5.6.4 Evaluation of Financial Bid:

- 1) Of the financial bids opened, lowest financial quote for each group/category will be considered as L1 for the respective domain. All the other qualified bidders (L1 to Ln) will have to match their financials with the lowest rate (L1) for empanelment. It shall be obligatory on the part of the empaneled bidders to match the lowest rate (L1) in each category.
- 2) In order to create a panel, the other qualified bidders (track wise) shall be offered to match the rates of the Rate Chart Table for each line item. All the qualified bidders, who match the Rate Chart Table, shall be declared as qualified for empanelment.
- 3) After bid process completion CHiPS will publish the discovered rate against each line item for the Empaneled firms. Concern authority may be able to engage such agencies for their specific requirements thereafter.
- 4) Mere empanelment with CHiPS/Govt. of Chhattisgarh does not guarantee allocation of work

5.7 Deciding Award of Contract

- i. CHiPS reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Proposal at any point of time before opening the Commercial Proposal. The Bidder shall furnish the required information to CHiPS and its appointed representative on the date asked for, at no cost to the CHiPS. The CHiPS may at its discretion, visit the office of the Bidder any-time before the signing of Agreement.
- ii. CHiPS shall inform those Bidders whose proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Commercial Proposals will be returned unopened/rejected online during selection process.
- iii. The bidder's name, the Financial Quotes, the total amount of each proposal and other such details as the Tendering Authority may consider appropriate, will be announced and recorded by the CHiPS at the opening of bid.

- iv. CHiPS shall inform those Bidders whose proposals are accepted via issuance of Letter of Intent (LoI) in duplicate copy. Bidder shall acknowledge the LoI and return the duplicate copy duly sealed and signed, within seven days from the issue of LoI by CHiPS.
- v. After acceptance of LoI Performance Security shall be deposited as specified in this document for signing an Agreement with CHiPS.
- vi. CHiPS will sign the Agreement with Empaneled Bidders for a period of 36 months.

5.8 Eligibility Proposal

- **Eligibility Criteria**

Eligibility Criteria document as per eligibility criteria specified under Section -4 above along with the following documentations:

- a) The profile of the bidder along with required certifications that the period of validity of bids is 180 days from the last date of submission of proposal.
 - b) Audited annual financial results (balance sheet and profit & loss statement showing business in India) of the bidder for the last financial years.
 - c) Power-of-attorney granting the person signing the proposal the right to bind the bidder as the 'Constituted attorney of the Directorate'.
 - d) A copy of the Tender Document, all pages duly-signed by the authorized signatory towards acceptance of the terms and conditions of the Tender Document.
 - e) Proposal particulars
 - f) Proposal letter
 - g) All relevant document for Eligibility
 - h) Annexure XI for Eligibility Criteria Qualification
 - i) All applicable annexures duly filled and signed
 - j) Any other document required to satisfy /comply RFP terms and conditions
- **Commercial proposal**
 - a. Commercial Quote online

5.9 Modification and withdrawal of Bids

- i. The Bidder is allowed to modify or withdraw its submitted proposal online any time prior to the last date and time prescribed for receipt of bids, by giving a written notice to the CHiPS.
- ii. Subsequent to the last date for receipt of bids, no modification of bids shall be allowed online.

5.10 Proposal Forms

- i. Wherever a specific form is prescribed in the Proposal document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information.
- ii. For all other cases, the Bidder shall design a form to hold the required information.
- iii. CHiPS shall not be bound by any printed conditions or provisions in the Bidder's Proposal.

5.11 Local Conditions

- i. Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the contract and /or the cost.
- ii. The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of letter of Award as described in the bidding document. The CHiPS shall not entertain any request for clarification from the Bidder regarding such local conditions.
- iii. It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the proposal. No claim, what-so-ever, including that for financial adjustment to the contract awarded under the bidding document will be entertained by the CHiPS. Neither any change in the time schedule of the contract nor any financial adjustments arising there-of shall be permitted by the CHiPS on account of failure of the Bidder to know the local laws / conditions.
- iv. The Bidder is expected to visit and examine and study the location of Govt. offices in CG and its surroundings and obtain all information that may be necessary for preparing the proposal at its own interest and cost.

5.12 Contacting the Chhattisgarh infotech Promotion Society, Raipur

- Any effort by a Bidder to influence the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the proposal.

- Bidder shall not approach CHiPS officers after office hours and/or outside CHiPS office premises, from the time of the proposal opening till the time the Contract is awarded.

5.13 Tentative Schedule of Events

Tentative schedule of events regarding this tender shall be as per the dates and time given in the Section-1: Fact Sheet.

5.14 Opening of Proposal

First, the envelope containing Earnest Money Deposit (EMD) will be opened online, and if found, that the bidder has furnished all the documents in the prescribed manner, then the second envelope containing bidders Proposal will be opened online.

The commercial proposal would be opened for qualified bidders. The Evaluation Committee or its authorized representative will open the tenders.

Sequence of online Bid is as follows:

- a. EMD
- b. Eligibility Criteria
- c. Commercial

5.15 Confidentiality

- As used herein, the term “Confidential Information” means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.
- The Bidder shall keep confidential, any information related to this tender, with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential

information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason what-so-ever.

- At all time of the performance of the services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.
- The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.
- The obligations of confidentiality under this section shall survive even after completion of this contract and the parties entering in contract with sign a non-disclosure agreement with CHiPS and adhere to its provisions if any lapse is found or it is found that the parties using confidential data for any purpose without prior sanction of CHiPS , it will attract strict legal actions and will have to pay the claims and damaged as may be asked by CHiPS.
- The successful bidder must maintain absolute confidentiality of the documents/ maps/ tools collected in any form including electronic media and any other data/information provided to him for the execution of the work.
- The bidder should not use the Project data for any purpose other than the scope of work specified in the document and added/ amended before signing the contract.
- If at any stage it is found that the bidder is using the data provided by the client any time during the contract execution or after completion of the contract for any other purposes, stringent legal action will be initiated as per applicable law of land and the contract will be terminated without assigning any reasons.
- Bidder shall not disclose to any one, any information marked as confidential and communicated or made available or accessible by the firm during execution of the work.

5.16 Execution of Agreement

After acknowledgement of the Letter of Intent (LoI) by the empanelled bidder(s), the successful bidder shall submit a Performance Bank Guarantee (PBG) of ₹2,00,000/- (Rupees Two Lakh only) in the format at Annexure III, valid for a period of three (3) years from the date of signing of the Agreement.

Upon receipt and verification of the valid PBG by CHiPS, the EMD submitted by the successful bidder

shall be released/refunded.

The successful bidder shall execute and sign the Agreement with CHiPS within twenty-one (21) days from the date of issue of the LoI, failing which CHiPS may take appropriate action as per the tender conditions, including forfeiture of EMD and cancellation of the LoI.

5.17 Duration of the contract:

The Empanelment Agreement shall initially be valid for a period of thirty-six (36) months from the date of signing. CHiPS may, at its discretion and based on mutual consent and satisfactory performance, extend the Empanelment for such further period(s) as may be decided.

5.18 Terms and Conditions: Applicable Post Award of Contract

5.18.1 Termination Clause

i) Right to Terminate the Process

CHiPS reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by CHiPS under the following circumstances: -

- The selected bidder commits a breach of any of the terms and conditions of the bid.
- The bidder goes into liquidation, voluntarily or otherwise.
- If the selected bidder fails to complete the assignment as per the time lines prescribed in the Agreement provided a cure period of atleast thirty (30) days is provided to the bidder to complete the assignment/rectify any defect.
- If deductions on account of penalties and/or liquidated damages in respect of any individual Work Order exceed ten percent (10%) of the Work Order Value for that Work Order.
- In case the selected bidder fails to deliver the services as stipulated in the delivery schedule, CHiPS reserves the right to procure the same or similar services from alternate sources at the risk, cost and responsibility of the selected bidder. However, all such recoveries shall be subject to a maximum of 5% of the value of the difference in cost of procurement of undelivered services.
- CHiPS reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract.

II) Consequences of Termination

- In the event of termination of the Contract due to any cause whatsoever, [whether consequent to

the stipulated term of the Contract or otherwise], CHiPS shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from the termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

- Nothing herein shall restrict the right of CHiPS to invoke the CHiPS Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available CHiPS under law or otherwise
- The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

5.18.2 Dispute Resolution Mechanism

The Bidder and the CHiPS shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- a) The party raising a dispute shall address a written notice to the other party, requesting an amicable settlement of the dispute within seven (7) days of becoming aware of the matter giving rise to the dispute.
- b) Upon receipt of the notice, the matter shall be referred for negotiation between an officer nominated by CHiPS and the authorized official of the Bidder. Both parties shall promptly enter into good faith discussions and shall use all reasonable efforts to resolve the dispute amicably. The parties shall further endeavor to reach a mutually acceptable resolution within thirty (30) days from the date of receipt of the notice. Both parties shall cooperate fully and provide all necessary information to facilitate such resolution.

In the event that the dispute cannot be resolved through amicable discussions within the thirty (30) day period, either party shall have the right to initiate proceedings before a court of competent jurisdiction. The parties expressly agree that only the courts at Raipur and the High court of Chhattisgarh having territorial jurisdiction over Raipur shall have exclusive jurisdiction to adjudicate all disputes arising under or in connection with this Agreement.

Nothing in this clause shall prejudice or restrict the right of either party to seek any interim or injunctive relief from a court of competent jurisdiction to protect its interests pending the resolution of the dispute.

5.18.3 Notices

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing, e-mail or Facsimile.

A notice shall be effective when delivered or tendered to other party whichever is earlier.

5.18.4 Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or CHiPS as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The bidder or CHiPS shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

5.18.5 Failure to agree with Terms and Conditions of the TENDER

Failure of the successful bidder to agree with the Terms & Conditions of the TENDER shall constitute sufficient grounds for the annulment of the award, in which event CHiPS may award the contract to the next best value bidder or call for new proposals from the interested bidders or invoke the PBG of the most responsive bidder.

5.19 Limitation of Liability

The aggregate liability of the Selected Bidder to CHiPS, whether under the Agreement, in tort, or otherwise, shall not exceed the total value of the respective Work Order issued under this Empanelment, except for liability arising out of:

- (a) breach of confidentiality obligations under Clause 5.15 (Confidentiality);
- (b) willful misconduct or gross negligence in performance of services; or
- (c) third-party intellectual property infringement indemnity under Clause 5.22 (Indemnity).

In respect of the exceptions (a) to (c) above, the Selected Bidder's liability shall be determined in accordance with applicable law or as otherwise specifically provided in this RFP.

5.20 Right of Monitoring, Inspection and Periodic Audit

The CHiPS reserves the right to inspect and monitor / assess the progress / performance at any time during the course of the Contract, after providing due notice to the Selected Bidder. The CHiPS may demand, and upon such demand being made, the selected bidder shall provide with any document, data, material or any other information required to assess the progress of the project.

The CHiPS shall also have the right to conduct, on giving a prior notice of at least thirty (30) days, either itself or through any another agency as it may deem fit, an audit to monitor the performance by the Selected Bidder of its obligations/functions in accordance with the standards committed to or required by the CHiPS and the Selected Bidder undertakes to cooperate with and provide to the CHiPS / any other Consultant/ Agency appointed by the CHiPS, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Selected Bidder failing which the CHiPS may, without prejudice to any other rights that it may have, issue a notice of default. Chhattisgarh infotech Promotion Society's Obligations

The CHiPS representative shall interface with the Selected Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.

CHiPS shall ensure that timely approval is provided to the selected Bidder, where deemed necessary, which should include diagram / plans and all specifications related to services required to be provided as part of the Scope of Work.

As per Request by Department, CHiPS reserves the right to ask for change within 30 days time to the selected bidder in case of non – performance etc.

5.21 Information Security

The Selected Bidder shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by the CHiPS, out of premises, without prior written permission from the CHiPS.

The Selected Bidder shall, upon termination of this agreement for any reason, or upon demand by CHiPS, whichever is earliest, return any and all information provided to the Selected Bidder by CHiPS, including any copies or reproductions, both hard copy and electronic.

5.22 Indemnity

The Selected Bidder shall execute and furnish to the CHiPS, a Deed of Indemnity in favour of the CHiPS, in a form and manner acceptable to CHiPS, indemnifying CHiPS from and against any third party costs, losses, damages, expenses, claims including those from third parties owing infringement or misappropriation of a patent, copyright, trademark and trade secret, arising or incurred inter- alia during and after the Contract period arising out of:

Negligence or wrongful act or omission in connection with or incidental to this Contract; or

Any breach of any of the terms the Selected Bidder's Proposal as agreed, the Tender and this Contract by the Selected Bidder or its team.

The indemnity shall be to the extent of 100% of Work orders in favor of the CHiPS.

5.23 Payment Schedule

5.23.1 Payment Milestones

Payment Terms	Percentage	Document Required
On completion concerned event	100%	• Field Survey Report, duly verified and signed by the CHiPS or its authorized representatives • Installation and Commissioning Reports duly completed and submitted. • Bandwidth Utilization Report, indicating network uptime. • Details of Number of Users Connected through Access Points (APs). • Three (03) copies of Invoice, duly submitted.

Note: Wi-Fi service provider Firm shall be entitled to raise invoices (along with all supporting documents), as mentioned above. CHIPS shall release payments against all valid invoices, subject to the satisfactory acceptance of the deliverables as per the scope of work.

,

5.23.2 Penalty terms

S. No.	Incident	Description	Penalty
1.	Delay in Commissioning / Installation	Failure to complete the installation, testing, and making the Wi-Fi network live by the time specified in the Work Order.	5% of the total Rental Value for the first hour; 2% for every hour thereafter.
2.	Uptime SLA	>98% uptime to be maintained	Any drop in SLA by 0.5% will be penalized at the rate of 2.5% of the Daily Rental value. If SLA drops below 85%, 100% of that day's rental is deducted
3.	Technical Support	Failure to provide an on-site L2 Engineer/Support person during event hours.	25% of that day's rental is deducted.
4	Any other penalty (if required)	Any other penalty specific to event may be added	To be included as part of request sent for any event

5.24 Events of Default by the Selected Bidder

The failure on the part of the Selected Bidder to perform any of its obligations or comply with any of the terms of this contract shall constitute an Event of Default on the part of the Selected Bidder. The events of default as mentioned above may include inter-alia the following:

- The Selected Bidder has failed to perform any instructions or directives issued by the CHiPS which it deems proper and necessary to execute the scope of work under the Contract, or
- The Selected Bidder has failed to adhere to any of the key performance indicators as laid down in the Key Performance Measures / Contract, or if the Selected Bidder has fallen short of matching such standards/targets as CHiPS may have designated with respect to any task necessary for the execution of the scope of work under this Contract. The above mentioned failure on the part of the Selected Bidder may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by CHiPS;
- The Selected Bidder has failed to remedy a failure to perform its obligations in accordance with the

specifications issued by the CHiPS, despite being served with a default notice which laid down the specific deviance on the part of the selected Bidder to comply with any stipulations or standards as laid down by the CHiPS; or

- The Selected Bidder / Bidder's Team has failed to conform to any of the Service/Facility Specifications/standards as set out in the scope of work of this Tender document or has failed to adhere to any amended direction, modification or clarification as issued by the CHiPS during the term of this Contract and which the CHiPS deems proper and necessary for the execution of the scope of work under this Contract;
- The Selected Bidder has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Proposal, the Tender and this Contract
- There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Selected Bidder.
- The Selected Bidder / Bidder's Team has failed to comply with or is in breach or contravention of any applicable laws.
- Where there has been an occurrence of such defaults inter alia as stated above, the CHiPS shall issue a notice of default to the Selected Bidder, setting out specific defaults / deviances / omissions and providing a notice of Thirty days where Job greater than 6 month and 15 Days where Job duration less than 6 month to enable such defaulting party to remedy the default committed.
- Where despite the issuance of a default notice to the Selected Bidder by the CHiPS and the Selected Bidder fails to remedy the default to the satisfaction of the CHiPS, the CHiPS may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the CHiPS.

5.25 Liquidated Damages

Subject to Clause 5.18.4 (Force Majeure), if the Selected Bidder fails to complete the services under a particular Work Order before the scheduled completion date, or if the Selected Bidder repudiates a Work Order before completion, CHiPS may, at its discretion and without prejudice to any other rights, recover liquidated damages up to a maximum of ten percent (10%) of the total value of that Work Order ('Work Order Value').

Any liquidated damages shall be calculated and applied net of any penalties already levied under Clause

5.23.3 for the same Work Order. In no event shall the aggregate of penalties and liquidated damages for a single Work Order exceed ten percent (10%) of that Work Order Value.

In case it leads to termination, CHiPS shall give thirty days' notice to the Selected Bidder of its intention to terminate the contract and shall so terminate the contract unless during the thirty days' notice period, the Selected Bidder initiates remedial action acceptable to the CHiPS.

The CHiPS may without prejudice to its right to affect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Selected Bidder in its hands (which includes the CHiPS right to claim such amount against Selected Bidder's Bank Guarantee) or which may become due to the Selected Bidder. Any such recovery or liquidated damages shall not in any way relieve the Selected Bidder from any of its obligations to complete the work or from any other obligations and liabilities under the Contract.

5.26 Continuance of the Contract:

Notwithstanding the fact that settlement of dispute(s) (if any) before a court of competent jurisdiction may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.

5.27 Conflict of interest

The Bidder shall disclose to CHiPS in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor the Bidder s team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

5.28 Severance

In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

5.29 Governing Language

The Agreement shall be written in English language. Subject to below Clause, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

5.30 "No Claim" Certificate

The Selected Bidder shall not be entitled to make any claim, whatsoever against CHiPS, under or by virtue of or arising out of, the contract, nor shall CHiPS entertain or consider any such claim, if made by the

Selected Bidder after it has signed a “No claim” certificate in favour of CHiPS in such form as shall be required by it after the work is finally accepted.

5.31 Publicity

The Selected Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the CHiPS first gives its written consent to the selected bidder.

5.32 Intellectual Property Rights (IPR)

Use of documents and Information.

- The bidder shall not, without prior written consent from Government of Chhattisgarh (CHiPS), disclose/share/use the bid document, contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Government of Chhattisgarh (CHiPS), in connection therewith, to any person other than a person employed by the bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- The bidder shall not, without prior written consent of Government of Chhattisgarh (CHiPS), make use of any document or information made available for the project, except for purposes of performing the Contract.

5.33 General

➤ Relationship between the Parties

- Nothing in the Contract constitutes any fiduciary relationship between the CHiPS and Selected Bidder/ Bidder's Team or any relationship of employer employee, principal and agent, or partnership, between the CHiPS and Selected Bidder.
- No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.
- CHiPS will not be under any obligation to the Implementation Agency's Team except as agreed under the terms of the Contract.

➤ No Assignment

- The Selected Bidder shall not transfer any interest, right, benefit or obligation under the contract without the prior written consent of CHiPS.

➤ Survival

- The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless CHiPS notifies the Selected Bidder of its release from those obligations.
- Entire Contract
- The terms and conditions laid down in the Tender and all annexures thereto as also the Proposal and any attachments/annexes thereto shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.
- Governing Law
- This contract shall be governed in accordance with the laws of India.
- Jurisdiction of Courts
- The courts at Raipur, Chhattisgarh, and the High Court of Chhattisgarh having territorial jurisdiction over Raipur shall have exclusive jurisdiction to determine any proceeding in relation to the Agreement.
- Compliance with Laws
1. The Selected Bidder shall comply with the laws in force in India in the course of performing the Contract.
- Notices
- A “notice” means:
- a notice; or
 - A consent, approval or other communication required to be in writing under the Contract. All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To

The CEO,
Chhattisgarh infotech Promotion Society, Raipur
SDC Building, Near Police Control Room,
Civil Lines Raipur- 492 001 (Chhattisgarh)
Tel: + 91 – 771 – 4014158
Fax: + 91 – 771 – 4014158
Email: ceochips@nic.in

To Selected Bidder at:

Attn:

Address:

[Phone:]

[Fax:]

Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative's Party.

➤ **Waiver**

- Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.
- A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.
- The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

➤ **Modification**

- Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.

➤ **TAXES**

- Bidders are required to quote the charges inclusive of all Taxes. The same would be shown as a separate line item in the commercial form in e-procurement portal.

- Any upward/downward revision of taxes or applicability of new tax shall be permissible at the time of invoicing. However, to arrive at the bid value of the respective bidder, bidder has to quote the charges inclusive of all taxes mentioning the prevailing tax rates.

➤ **Application**

- These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

5.34 Fraud and Corrupt Practices

- The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this TENDER, the CHiPS shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the CHiPS shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the TENDER, including consideration and evaluation of such Bidder s Proposal.
- Without prejudice to the rights of the CHiPS under Clause above and the rights and remedies which the CHiPS may have under the LoI or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or TENDER issued by the CHiPS during a period of < period, suggested 2 (two) > years from the date such Bidder, as the case may be, is found by the CHiPS to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them.

➤ **“corrupt practice” means**

(i) the 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 of the CHiPS who is or has been associated in any manner, directly or indirectly with the Selection Process or the LoI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the CHiPS, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or

(ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoI or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the CHiPS in relation to any matter concerning the Project;

- **“fraudulent practice” means** a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- **“Coercive practice” means** impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process;
- **“undesirable practice” means**
 - (i) establishing contact with any person connected with or employed or engaged by CHiPS with the objective of canvassing,
 - (ii) lobbying or in any manner influencing or attempting to influence the Selection Process; or
 - (iii) having a Conflict of Interest; and
- **“restrictive practice” means** forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5.35 Terms of Payment

Payment		
---------	--	--

Terms	Percentage	Document Required
On completion concerned event	100%	• Field Survey Report, duly verified and signed by the CHiPS or its authorized representatives • Installation and Commissioning Reports duly completed and submitted. • Bandwidth Utilization Report, indicating network uptime. • Details of Number of Users Connected through Access Points (APs). • Three (03) copies of Invoice, duly submitted.

1. All payments under this contract shall be made exclusively in **Indian Rupees (INR)**.
2. Any upward revision in the prices are not allowed.
3. Payments shall be processed on completion basis, contingent upon the verified installation, integration, formal commissioning of Access Points (APs) and service ready.
4. Payment shall be made after deduction of penalty, if any applicable.
5. Payment shall commence after issuance of Field Service Report (FSR).
6. The Successful Bidder will have full and exclusive liability for payment of all Duties, Taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc.

5.36 Obligations

The Successful Bidder shall be obliged to implement any proposed changes once approval in accordance with Article above has been given, with effect from the date agreed for implementation.

5.37 Award of Contract

1. Of the financial bids opened, lowest financial quote for each group/category will be considered as L1 for the respective domain. All the other qualified bidders (L1 to Ln) will have to match their financials with the lowest rate (L1) for empanelment. It shall be obligatory on the part of the empaneled bidders to match the lowest rate (L1) in each category.
2. The least rates quoted amongst all the qualified bidder for each category of Services as per Annexure- IX.
3. In order to create a panel, the other qualified bidders (track wise) shall be offered to match the rates of the Rate Chart Table for each line item. All the qualified bidders, who match the Rate Chart Table, shall be declared as qualified for empanelment.
4. Upon completion of the RFP process, CHiPS will publish the rates of all the empaneled agencies

after seeking necessary approval from competent authority. Individual Departments may be able to engage such agencies for their specific requirements thereafter.

5.38 Notification of Award

Prior to expiration of the period of bid validity, Purchaser will notify the successful bidder(s) in writing, that their bid has been accepted.

5.39 Contract Period

The Empanelment Agreement shall initially be valid for a period of thirty-six (36) months from the date of signing. CHiPS may, at its discretion and based on mutual consent and satisfactory performance, extend the Empanelment for such further period(s) as may be decided.

5.40 Changes to Services

Either Party may request a change order (“Change Order”) in the event of actual or anticipated change(s) to the agreed scope of Services, Deliverables, project schedule, fee, or any other aspect of the Agreement. CHiPS will prepare a Change Order reflecting the proposed changes, including but not limited to the impact on the Deliverables, project schedule, and fee. Absent a Change Order signed by the Parties, Bidder shall not be bound to perform any additional or out-of-scope services beyond what is stated in the Agreement.

5.41 Allocation of work

1. As and when specific requirements arise, CHiPS or the concerned Department/Authority shall issue a communication to all empanelled Wi-Fi Service Providers describing the scope, location, dates, budget, and any special conditions.
2. Empanelled Wi-Fi Service Providers interested in undertaking the assignment shall submit their acceptance and resource availability confirmation within the timeline indicated. Work Orders may be allotted among interested empanelled providers based on operational considerations, past performance, capacity availability, and timeliness of response, at the sole discretion of CHiPS/concerned Authority.
3. If no empanelled Wi-Fi Service Provider expresses interest for a specific requirement despite reasonable opportunity, CHiPS reserves the right to nominate an empanelled provider or to adopt any other procurement method permissible under applicable government rules.
4. Mere empanelment does not confer any contractual right or guarantee of award of any Work Order. CHiPS retains absolute discretion in allocation decisions.

Note – All the points above are indicative. Based on requirement from the concern authority indicative points may change accordingly. Any amendments shall be considered an integral part of the official request.

5.42 Additional Resources

In the event that CHiPS determines the need to increase the number of empanelled Wi-Fi Service Providers or the volume of resources during the validity of the Empanelment, such requirement may be fulfilled by:

- (a) Reopening the Empanelment in accordance with Fact Sheet Point 19 to induct new providers; or
- (b) Engaging existing empanelled providers for increased capacity if available.

In all such cases, the concerned bidder(s) must continue to meet, without any relaxation, all eligibility, technical, and financial criteria specified in this RFP. CHiPS reserves the right to verify, re-evaluate, and seek updated documentary evidence to confirm continued compliance with the Empanelment criteria.

Only those bidders found to be fully compliant at the time of re-evaluation shall be eligible for engagement or extension. The decision of CHiPS in this regard shall be final and binding.

6 ANNEXURES

ANNEXURE I: FORMAT FOR POWER OF ATTORNEY

(To be provided scanned copy of original as part of **Bidders Proposal (Envelope – B online)** on stamp paper of value required under law duly signed by bidder for the tender)

Dated: _____

POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, we _____ (name and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr. _____ (Name of the Person(s)), domiciled at _____ (Address), acting as _____ (Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for **Request for proposal for Empanelment of Wi-Fi Service Providers**, vide Invitation for Tender (Tender Document) Document dated _____, issued by The CEO, Chhattisgarh infotech Promotion Society Raipur, including signing and submission of all documents and providing information and responses to clarifications / enquiries etc. as may be required by Chhattisgarh infotech Promotion Society Raipur or any governmental authority, representing us in all matters before Chhattisgarh infotech Promotion Society Raipur, and generally dealing with CHiPS in all matters in connection with our Proposal for the said Project.

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

For _____

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr. _____)

(Name, Title and Address of the Attorney)

Notes:

To be executed by the Bidder

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).

ANNEXURE II- DECLARATION FOR NOT BLACK LISTED

(Scanned copy of original to be uploaded online as part of the techno-commercial proposal (Envelop B Online))

Date.....

To,

CEO, CHiPS

SDC Building, Near Police Control Room

Opp. to New Circuit House, Civil Lines

Raipur, Chhattisgarh– 492001

Dear Sir,

Ref.: Tender No.

I / We hereby confirm that our firm has not been banned or blacklisted by any government organization/Financial institution/Court /Public sector Unit/Central Government.

Signature of Bidder.....

Place:

Name.....

Date:

Designation.....

Seal

ANNEXURE III -DRAFT PERFORMANCE GUARANTEE

(To be issued by a Bank _____)

This Deed of Guarantee executed at _____ by _____ (Name of the

Bank) having its Head/Registered office at _____ (hereinafter referred to as “the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of The CEO of Chhattisgarh infotech Promotion Society, Raipur, having its office at SDC Building, Near Police Control Room, Civil Lines, Raipur (CG) (hereinafter called “CEO, CHiPS Raipur” which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns);

Whereas M/s _____, a company formed under _____ (specify the applicable law) and having its registered office at _____ has been, consequent to conduct and completion of a competitive bidding process in accordance with the letter of requirements document No. _____ dated ____/____/2026 issued by CEO, CHiPS Raipur, and selected M/s _____ (hereinafter referred to as the Bidder) for the Agreement by CEO, CHiPS Raipur as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the CEO, CHiPS Raipur and Bidder. The Agreement requires the Bidder to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs. _____/- (Rupees _____ only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement.

Whereas, the Bidder approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, _____ Bank hereby Guarantee as follows:

The Bidder shall implement the Project, in accordance with the terms and subject to the _____ conditions of the Agreement, and fulfil its obligations there under

We, the Guarantor, shall, without demur, pay to CEO, CHiPS Raipur an amount not exceeding Rs. _____ (Rupees _____ only) within 7 (seven) days of receipt of a written demand therefore from CEO, CHiPS Raipur stating that the Bidder has failed to fulfil its obligations as stated in Clause 1 above.

The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the CEO, CHiPS Raipur is disputed by the Bidder or not.

The Guarantee shall come into effect from _____ (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on _____ (Expiry Date) (both dates inclusive) or till the receipt of a claim, from the Chhattisgarh infotech Promotion Society, Raipur, Government of Chhattisgarh under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from CEO, CHiPS Raipur prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to CEO, CHiPS Raipur

In order to give effect to this Guarantee, CEO, CHiPS Raipur shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by CEO, CHiPS Raipur or by the extension of time of performance granted to the Bidder or any postponement for any time of

the power exercisable by CEO, CHiPS Raipur against the Bidder or forebear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of CEO, CHiPS Raipur or any indulgence by CEO, CHiPS Raipur to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This Guarantee shall be irrevocable and shall remain in full force and effect until all our Obligations under this guarantee are duly discharged.

The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in-above written.

Signed and Delivered by _____ Bank by the hand of Shri _____ its _____ and authorised office.

Authorised Signatory _____ Bank

ANNEXURE IV: PARTICULARS OF THE BIDDERS

Scanned copy of original as (duly signed by bidder) as part of Technical Proposal to be uploaded online-
(Envelope –B online)

SI No.	Information Sought	Details to be Furnished	Document if any Page No.
1	Name and address of the bidding Company		
2	Incorporation status of the firm		
3	Year of Establishment		
4	Date of registration		
5	ROC Reference No.		
6	Details of company/ firm registration		
7	Details of registration with appropriate authorities for Tax		
8	Name, Address, email, Phone nos. and Mobile Number of Contact Person		

ANNEXURE V: FORMAT OF SENDING PRE-BID QUERIES

Ref: Tender Notification no <xxx> dated <dd/mm/yy>

Name of the Bidder <<.....>>

Contact Number and Address of the Bidder- <<.....>>

<u>Sr. No.</u>	<u>Participate in Tier</u>	<u>Section No.</u>	<u>Page No.</u>	<u>Tender Clause</u>	<u>Query</u>	<u>Remarks</u>
1						
2						
3						
.						
N						

ANNEXURE VI: PRE-CONTRACT INTEGRITY PACT

1. GENERAL

1.1. This pre-bid contract Agreement (hereinafter called the Integrity Pact) is made onthe day of the month..... of 2026 between, the Government of Chhattisgarh acting through CEO, Chhattisgarh infotech Promotion Society (CHiPS), a autonomous society under Department of Electronics and Information Technology, Government of Chhattisgarh (hereinafter called the "TENDERING AUTHORITY", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) as the First Party, proposes to empanel Wi-Fi Service Providers for a period of three years for providing Wi-Fi related services to the Government of Chhattisgarh and M/srepresented by Shri (hereinafter called the "BIDDER ", which expression shall mean and include, unless the context otherwise requires, his successors an permitted assigns) and the Second Party, is willing to offer/ has offered.

1.2. WHEREAS the BIDDER is a (Private-Company / Public Company/ Government Undertaking / Partnership firm) constituted in accordance with the relevant law in the matter and the TENDERING AUTHORITY is performing its function on behalf of the Government of Chhattisgarh.

2. OBJECTIVES

NOW, THEREFORE, the TENDERING AUTHORITY and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:

- 2.1. Enabling the TENDERING AUTHORITY to obtain the desired Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.2. Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the TENDERING AUTHORITY will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE TENDERING AUTHORITY

The TENDERING AUTHORITY commits itself to the following:

- 3.1. The TENDERING AUTHORITY undertakes that no official of the TENDERING AUTHORITY, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 3.2. The TENDERING AUTHORITY will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any

particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.

- 3.3. All the officials of the TENDERING AUTHORITY will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the TENDERING AUTHORITY with the full and verifiable facts and the same prima facie found to be correct by the TENDERING AUTHORITY, necessary disciplinary proceedings, or any other action as deemed, fit, including criminal proceedings may be initiated by the TENDERING AUTHORITY and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the TENDERING AUTHORITY the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the TENDERING AUTHORITY, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the TENDERING AUTHORITY or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or dis-favour to any person in relation to the contract or any other contract with the Government.
- 4.3. The BIDDER further confirms and declares to the TENDERING AUTHORITY that the BIDDER in the original Manufacturer/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the TENDERING AUTHORITY or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the TENDERING AUTHORITY or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

- 4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.7. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the TENDERING AUTHORITY as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

- 5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other government body in India in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in any state or in India that could justify BIDDER's exclusion from the tender process.
- 5.2. If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

- 6.1. Every BIDDER while submitting commercial bid, shall deposit an amount as specified in TENDER as Earnest Money/Security Deposit, with the TENDERING AUTHORITY
- 6.2. No interest shall be payable by the TENDERING AUTHORITY to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

- 7.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the TENDERING AUTHORITY to take all or any one of the following actions, wherever required:
 - 7.1.1. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - 7.1.2. To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage), as decided by the TENDERING AUTHORITY and the TENDERING AUTHORITY shall not be required to assign any reason therefore.
 - 7.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the

BIDDER.

- 7.1.4. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the TENDERING AUTHORITY, along with interest.
- 7.1.5. To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the TENDERING AUTHORITY resulting from such cancellation/rescission and the TENDERING AUTHORITY shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- 7.1.6. To debar the BIDDER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the TENDERING AUTHORITY.
- 7.1.7. To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broken with a view to securing the contract.
- 7.1.8. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the TENDERING AUTHORITY with the BIDDER, the same shall not be opened.
- 7.1.9. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the TENDERING AUTHORITY, or alternatively, if any close relative of an officer of the TENDERING AUTHORITY has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the TENDERING AUTHORITY to rescind the contract without payment of any compensation to the BIDDER.
- 7.1.10. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.
- 7.1.11. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the TENDERING AUTHORITY, and if he does so, the TENDERING AUTHORITY shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the TENDERING AUTHORITY resulting from such rescission and the TENDERING AUTHORITY shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- 7.2. The decision of the TENDERING AUTHORITY to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the

BIDDER can approach the Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE

The BIDDER undertakes that he has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Department of the Government of Chhattisgarh or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the TENDERING AUTHORITY, if the contract has already been concluded.

9. INDEPENDENT MONITORS

- 9.1. The TENDERING AUTHORITY will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.
- 9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 9.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the TENDERING AUTHORITY.
- 9.6. The Monitor will submit a written report to the designated Authority of TENDERING AUTHORITY/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the TENDERING AUTHORITY/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations

10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the TENDERING AUTHORITY or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the TENDERING AUTHORITY.

12. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow

in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the TENDERING AUTHORITY and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at.....on.....

TENDERING AUTHORITY

BIDDER

Name of the Officer

Designation

Witness

Witness

1).....

1).....

2).....

2).....

ANNEXURE VII: PROPOSAL COVERING LETTER

Scanned copy of original (duly signed by bidder) as part of Technical Proposal to uploaded
Online - (Envelope B –Online)

[Date]

To,

CEO, CHiPS

Address: SDC Building, IInd Floor, Near Police Control Room, Civil Lines, Raipur-492001

E-Mail: ceochips@nic.in

[Ph: 0771-4014158](tel:0771-4014158)

Dear Sir,

We (Name of the bidder) hereby submit our proposal in response to notice inviting tender date and tender document no. and confirm that :

1. All information provided in this proposal and in the attachments is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of bids is 180 days from the last date of submission of proposal, and
4. We are quoting for all resources under all categories mentioned in the tender.
5. We the Bidders are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies as on the date of submission of Bid. Chhattisgarh infotech Promotional Society, Raipur may contact the following person for further Information regarding this tender:
 - a. Name and full address of office, Contact No., Email ID, Company Name
 - b. Name and full address of office, Contact No., Email ID, Company Name
6. We are submitting our Eligibility Criteria proposal bid documents and technical bid documents
 - a. In soft format in e-Procurement portal.

Dated this Day of **2026**

(Signature) (In the capacity of)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am of the, and that
..... who signed the above Bid is authorized to bind the
corporation by authority of its governing body.

Date

(Seal here)

ANNEXURE VIII: FINANCIAL PROPOSAL FORMAT

(To be filled online in e-Procurement portal only. If any bidder will upload the financial proposal in Envelope A or B then the bid will be rejected)

Tender Document No.

To

The Chief Executive Officer

SDC Building, Near Police Control Room

Civil Lines, Raipur- 492001

Sir,

I/We hereby submit our Proposal for the **Request for proposal for Empanelment of Wi-Fi Service Providers** in accordance with the special Terms and Conditions as well as Scope of work.

The rates should be quoted in the prescribed format given below for all listed items:

Hardware & Infrastructure Rental

#	Description of Service	Unit	QTY	Unit Rate (Including GST)	Total
			(A)	(B)	(C= A*B)
1	Indoor Wi-Fi Access Point including installation and commissioning, cabling, switch, along with required accessories and necessary manpower deployment including bandwidth charge as per requirement.	Per Device / Per Day	1		

#	Description of Service	Unit	QTY	Unit Rate (Including GST)	Total
			(A)	(B)	(C= A*B)
2	Outdoor Wi-Fi Access Point including installation and commissioning, cabling, switch, along with required accessories and necessary manpower deployment including bandwidth charge as per requirement.	Per Device / Per Day	1		
Total					

Please note the following:

1. Prices are valid for a period of 180 Days from date of submission of Bid.
2. The rates quoted in the above table should be valid for entire contract period.

Signature of Bidder..... Place:

Name..... Date:

Designation.....

Seal

ANNEXURE IX: GUIDELINE FOR E-PROCUREMENT

Guidelines for bidders on using Integrated e-Procurement System Govt. of Chhattisgarh.
<https://eproc.cgstate.gov.in>

Note: These conditions will over-rule the conditions stated in the tender document(s), wherever relevant and applicable.

1. Vendor / Bidder Registration on the e-Procurement System:

All the Users / Bidders (Manufacturers / Contractors / Suppliers / Vendors / Distributors etc.) registered with and intending to participate in the Tenders of various Govt. Departments / Agencies / Corporations / Boards / Undertakings under Govt. of Chhattisgarh processed using the Integrated e-Procurement System are required to get registered on the centralized portal <https://eproc.cgstate.gov.in> and get approval on specific class (e.g. A, B, C, D, UGE, UDE, Others/Open) from Public Works Department (in case to participate in tenders restricted to vendors / bidders in a particular class).

The non – registered users / bidders who are also eligible to participate in the tenders floated using the e-Procurement system are also required to be registered online on the e-Procurement system.

Vendors are advised to complete their online enrolment / registration process on the portal well in advance to avoid last minute hassle, it is suggested to complete enrolment at least four days before the last date of bid submission date, failing which may result in non-submission of bids on time for which vendor/end user shall be solely responsible.

For more details, please get in touch with e-Procurement system integrator, M/s. Mjunction Services Limited, Raipur – 492 001 on Toll free 1800 258 2502 or email helpdesk.eproc@cgswan.gov.in.

2. Digital Certificates:

The bids submitted online must be signed digitally with a valid Class II / Class – III Digital Signature Certificate to establish the identity of the bidders submitting the bids online. The bidders may obtain pair of Encryption & Signing Class – II / Class – III Digital Certificate issued by an approved Certifying Authority (CA) authorized by the Controller of Certifying Authorities (CCA), Government of India.

Note: It may take upto 7 to 10 working days for issuance of Class-II / Class-III Digital Certificate, Therefore the bidders are advised to obtain it at the earliest. It is compulsory to possess a valid Class-II / Class-III Digital Certificate while registering online on the above mentioned e-Procurement portal. A Digital Certificate once mapped to an account / registration cannot be remapped with any other account / registration however it may be inactivated / deactivated.

Important Note: bid under preparation / creation for a particular tender may only be submitted using the same digital certificate that is used for encryption to encrypt the bid data during the bid preparation / creation / responding stage. However bidder may prepare / create and submit a fresh bid using his/her another / reissued / renewed Digital Certificate only within the stipulated date and time as specified in the tender.

In case, during the process of a particular bid preparation / responding for a tender, the bidder loses his/her Digital Certificate because of any reason they may not be able to submit the same bid under preparation online, Hence the bidders are advised to keep their Digital Certificates secure to be used whenever required and comply with IT Act 2000 & its amendments and CVC guidelines.

The digital certificate issued to the authorized user of an individual / partnership firm / private limited company / public limited company / joint venture and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to the user.

Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the organization / firm for online tenders as per Information Technology Act 2000. This authorized user will be required to obtain a valid Class-II / Class-III Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this authorized user will be binding on the organization / firm. It shall be the responsibility of management / partners of the concerned organization / firm to inform the Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate for the new authorized user.

3. Online Payment: As the bid is to be submitted only online, bidders are required to make online payment(s) of the Registration fee / Transaction or Service fees / EMD using the online payments gateway services integrated into the e-Procurement system using various payment modes like Credit Card / Debit Card / Internet Banking / Cash Card / NEFT / RTGS etc.

For the list of available online modes of electronic payments that are presently accepted on the online payments gateway services, please refer the link '**Payments accepted online**' on the eProcurement portal <https://eproc.cgstate.gov.in>.

4. Setup of User's Computer System: In order to operate on the e-Procurement system for a bidder / user, the computer system / desktop / laptop of the bidder is required to have Java ver. 765, Internet explorer 9 / 11, latest Mozilla firefox with IE Tab V2 (Enhanced IE Tab) or any other latest browser. A detailed step by step document on the same is available on the home page. Also internet connectivity should be minimum one MBPS.

5. Publishing of N.I.T.: For the tenders processed using the e-Procurement system, only a brief advertisement notice related to the tender shall be published in the newspapers and the detailed notice shall be published only on the e-Procurement system. Bidders can view the detailed notice, tender document and the activity time schedule for all the tenders processed using the e-Procurement system on the portal <https://eproc.cgstate.gov.in>.

6. Tender Time Schedule: The bidders are strictly advised to follow the tender time for their side for tasks / activities and responsibilities to participate in the tender, as all the activities / tasks of each tender are locked before the start time & date and after the end time & date for the relevant activity of the tender as set by the concerned department official.

7. Download Tender Document(s): The tender document and supporting document(s) if any can be downloaded only online. The tender document(s) will be available for download to concerned bidders after online publishing of the tender and up to the stipulated date & time as set in the tender.

8. Submit Online Bids: bidders have to submit their bid online after successful filling of forms within the specified date and time as set in the tender.

The encrypted bid data of only those bidders who have submitted their bids within the stipulated date & time will be accepted by the e-Procurement system. It is expected that the bidder complete his bid and submit within timeline, a bidder who has not submitted his bid within the stipulated date & time will not be available during opening.

Bid documents uploading during bid preparation should be less than five MB (for individual document) and over all bid documents should be less than fifty MB.

9. Submission of Earnest Money Deposit: The bidders shall submit their Earnest Money Deposit Either as usual in a physically sealed Earnest Money Deposit envelope and the same should reach the concerned office OR Online using payment gateway as stated in the Notice Inviting Tender. Bidders also have to upload scanned copy of Earnest Money Deposit instrument.

10. Opening of Tenders: The concerned department official receiving the tenders or his duly authorized officer shall first open the online Earnest Money Deposit envelope of all the bidders and verify the same uploaded by the bidders. He / She shall check for the validity of Earnest Money Deposit as required. He / She shall also verify the scanned documents uploaded by the bidders, if any, as required. In case, the requirements are incomplete, the next i.e. technical and commercial envelopes of the concerned bidders received online shall not be opened.

The concerned official shall then open the other subsequent envelopes submitted online by the bidders in the presence of the bidders or their authorized representatives who choose to be present in the bid opening process or may view opened details online.

10. Briefcase: Bidders are privileged to have an online briefcase to keep their documents online and the same can be attached to multiple tenders while responding, this will facilitate bidders to upload their documents once in the briefcase and attach the same document to multiple bids submitting.

For any further queries / assistance, bidders may contact:

1. The Service Integrator of e-Procurement system, M/s. Mjunction Service Ltd. on Help Desk Toll free No. 1800 258 2502 or email helpdesk.eproc@cgswan.gov.in.
2. Mr. Shailesh Kumar Soni, Sr. Manager, Chhattisgarh Infotech Promotion Society (CHiPS) on Tel. No. 0771 - 4014158 or email: pro-chips@nic.in.

ANNEXURE-X Format for Certifying that Online & Offline Documents are identical

(To be provided as part of online Envelope-B)

Date.....

To,

CEO, CHiPS

SDC Building, Near Police Control Room

Opp. to New Circuit House, Civil Lines

Raipur, Chhattisgarh– 492001

Dear Sir,

Ref.: Tender No.

We (Name of the bidder) hereby submit one set of original documents of our proposal (except the financial proposal) in response to notice inviting tender date and tender document no. and confirm that :

1. Online and Offline documents are identical.
2. In case of discrepancies in online & offline documents, Online Documents would be considered valid.
3. Offline Documents does not include Financial Proposal. In case, it contains the Financial Proposal, our bid will be summarily rejected.

Signature of Bidder..... Place:

Name..... Date:

Designation.....

Seal

ANNEXURE-XI Eligibility Criteria

Name of the Bidder.....

S. N o.	Basic Requirement	Specific Requirements	Documents Required	Page No
1	Legal Entity	The Bidder must be a company registered under the companies Act/LLP Act/Partnership Act/Proprietorship. The Bidder should be operating in India for the last Three financial years	Certificate of registration as Firm/LLP/ Partnership Act/ Proprietorship	
2	PAN/GST	Bidder should have PAN and GST registration	1. Copy of GST 2. Copy of PAN	
3	Average Turnover	Bidder should have average annual turnover of Rs. 50 Lakhs or more for the last Three financial years (2022-23, 2023-24 and 2024-2025)	1. Copy of Audited balance sheet and profit & Loss report 2. Turnover Certificate from CA	
4	General Experience	Bidder having working experience related to rental Wi-Fi services with at-least 25 or more AP for any government organization/ PSU, across India in last 3 years.	Copy of Work Order / agreement clearly reflecting the required experience	
5	Non-blacklisting	The bidder is not blacklisted in any government organization as on the date of submission of bid	Self-declaration of non-blacklisting on bidders letterhead	
6	Power of Attorney	POA in the name of Authorized signatory to sign the bid	Scanned copy needs to be submitted online	
7	EMD	Earnest Money Deposit (EMD)	Rs 2,00,000.00/- (In words Two lakhs only) Online through https://eproc.cgstate.gov.in	

Signature of Bidder..... Place:

Name..... Date:

Designation.....

Seal

Tender No.193725/CEO/CHiPS/empanel/WiFi/2026 Dated 18/06/2026	Pre-Bid Response and Corrigendum Dated 15th Jul,2026
--	--

Corrigendum Reference Number:	193725/CEO/CHiPS/Empanelment/WiFi Service Provider/2026	Dated 15th Jul,2026
Tender Reference Number:	193725/CEO/CHiPS/Empanelment/WiFi Service Provider/2026	Dated 18th Jun,2026
Project Name	Request for proposal for Empanelment of Wi-Fi Service Providers	

Pre-bid Query Response

S. No	Section No.	Page No.	Tender Clause	Query	Remarks	CHiPS Response
1	Section-4-Eligibility Criteria	12 of 61	S. No. 4 "General Experience, Bidder having working experience related to rental Wi-Fi services with at-least 25 or more AP for any government organization/ PSU, across India in last 3 years."	The General Experience criterion presently allows only experience in rental Wi-Fi services (25+ Aps for a Government/PSU). We request CHiPS to also allow entities having experience in IT / IoT / Networking / Command Centre projects for Government organizations/PSUs to qualify under this criterion. These domains demonstrate the same core competence in network and Access Point deployment, integration and managed operations, and several capable firms —including ours — carry strong credentials in these areas. Permitting this experience will broaden the bidder pool and improve competition.	Allow IT/IoT/Networking/Command Centre experience as equivalent.	As Per Corrigendum

S. No	Section No.	Page No.	Tender Clause	Query	Remarks	CHiPS Response
2	Section 4 Eligibility Criteria	12 of 61	S. No. 4 – "General Experience": "Bidder having working experience related to rental Wi-Fi services with at-least 25 or more AP for any government organization/ PSU, across India in last 3 years."	The General Experience criterion presently allow only experience in rental Wi-Fi services (25+ Aps for a Government/PSU). We request CHiPS to also allow entities having experience in IT / IoT / Networking / Command Centre projects for Government organizations/PSUs to qualify under this criterion. These domains demonstrate the same core competence in network and Access Point deployment, integration and managed operations, and several capable firms —including ours — carry strong credentials in these areas. Permitting this experience will broaden the bidder pool and improve competition.	Request to widen eligibility; equivalent technical capability.	As Per Corrigendum
3	Section 4- Eligibility Criteria	12 of 61	S. No. 4 – "General Experience": "Bidder having working experience related to rental Wi-Fi services with at-least 25 or more AP for any government organization/ PSU, across India in last 3 years."	The General Experience criterion presently allows only experience in rental Wi-Fi services (25+ Aps for a Government/PSU). We request CHiPS to also allow entities having experience in IT / IoT / Networking / Command Centre projects for Government organizations/PSUs to qualify under this criterion. These domains demonstrate the same core competence in network and Access Point deployment, integration and managed operations, and several capable firms —including ours — carry strong credentials in these areas. Permitting this experience will broaden the bidder pool and improve competition.	Kindly treat IT/IoT/Net working/Command Centre experience as eligible.	As Per Corrigendum

Tender No.193725/CEO/CHiPS/empanel/WiFi/2026 Dated 18/06/2026	Pre-Bid Response and Corrigendum Dated 15th Jul,2026
--	--

S. No	Section No.	Page No.	Tender Clause	Query	Remarks	CHiPS Response
4	3	11	Indicative Scope of Work: 'Providing bandwidth as per requirement...'	Could CHiPS please clarify who will bear the recurring cost of the internet bandwidth? Will the empanelled agency bundle the ISP bandwidth cost into the per-day rental price, or will the department provide the backhaul bandwidth link?	Essential for accurate commercial pricing in Annexure VIII, as bandwidth cost varies wildly based on temporary event locations.	As Per Corrigendum
5	3	11	Indicative Scope of Work: "Providing bandwidth as per requirement along with required network devices i.e. Switch, Router etc."	The network setup may kindly be elaborated. Any network element addition may have financial implications on the Quotes.	The open Wi-Fi is not recommended and any public wi-fi should be backed up by Firewall, Logger and proper Authentication mechanism must be there.	As Per Corrigendum
6	3	11	Access Point Placement Criteria & Bandwidth Utilization	The text states that 'final AP quantity shall be determined based on site survey', but the financial bid in Annexure VIII requires a fixed unit rate 'Per Device / Per Day including bandwidth charge'. If an event requires high-density routing infrastructure or extensive copper/fiber backhaul cabling for a low number of APs, how will the additional cabling and core network infrastructure costs be compensated?	Standardizing a flat 'per AP' rental rate is difficult without knowing the minimum or maximum deployment size per work order.	As Per Corrigendum

S. No	Section No.	Page No.	Tender Clause	Query	Remarks	CHiPS Response
7	5.23.2	30	Penalty terms: S. No 1 (Delay in Installation)	The penalty for delay is '5% of the total Rental Value for the first hour; 2% for every hour thereafter'. Could CHiPS confirm if this penalty is capped at a certain percentage (e.g., 10%) of the specific Work Order value?	Without a cap, a minor technical deployment issue during a multi-day event could completely wipe out the contract value arbitrarily. Maximum capping of 10% may be considered please.	As Per Corrigendum
8	5.19 & 5.22	27 & 29	Limitation of Liability & Indemnity	Clause 5.19 states that aggregate liability shall not exceed the total value of the respective Work Order. Could CHiPS explicitly clarify that the liability under the Deed of Indemnity (Clause 5.22) is also capped at 100% of the specific Work Order value under which the claim arises, rather than the total empanelment exposure?	Alignment between the Limitation of Liability and Indemnity clauses protects both parties from uncapped risk.	The aggregate liability and indemnity obligations of the bidder shall be limited to 100% of the value of the respective Work Order from which the claim arises and shall not extend to the aggregate value of the empanelment. However, this limitation shall not apply in cases of fraud, wilful misconduct, breach of confidentiality, infringement of Intellectual Property Rights (IPR), or third-party claims arising

Tender No.193725/CEO/CHiPS/empanel/WiFi/2026 Dated 18/06/2026	Pre-Bid Response and Corrigendum Dated 15th Jul,2026
--	--

S. No	Section No.	Page No.	Tender Clause	Query	Remarks	CHiPS Response
						due to the bidder's acts or omissions
9	1	7-Aug-26	Fact Sheet: Point 8 vs Point 18	Point 8 mentions the last date for submission of bid is 14/07/2026 up to 12:00 Hrs, but Point 18 says 'Power of Attorney... in sealed cover on Last Date for Submission of Physical document' (which is 17:00 Hrs per Point 9). Please confirm if online bids must be locked by 12:00 Hrs, while the single physical envelope can be dropped off up until 17:00 Hrs on the same day.	Clears up timeline discrepancies to prevent accidental bid disqualification.	As Per Corrigendum
10	3	11	Indicative Scope of Work	How will the bandwidth requirement be finalized, considering that bandwidth rates vary significantly (ranging from 1 Mbps to 10 Gbps or higher)?		As Per Corrigendum
11	3	11	Indicative Scope of Work	Bandwidth services can only be provided by a Telecom Service Provider (TSP), and System Integrators (SIs) are neither authorized to quote nor bill for these services. How will CHiPS manage and integrate this aspect within the project scope, particularly in terms of procurement, billing, and coordination?		As Per RFP

S. No	Section No.	Page No.	Tender Clause	Query	Remarks	CHiPS Response
12	3	11	Indicative Scope of Work	For Wi-Fi Access Point installations, is there any defined limitation on cable length (Fiber or Cat 6) that will be considered while calculating the rental or cost component?		As Per RFP
13	3	11	Indicative Scope of Work	Since the project scope covers the entire state, will the System Integrator (SI) be eligible for mobilization charges for installations carried out outside Raipur or in remote locations? If yes, what mechanism will be considered for calculating and reimbursing such costs?		As Per RFP.
14	3	11	Indicative Scope of Work	How will CHiPS address locations where: No network connectivity is currently available, or Bandwidth provisioning by Telecom Service Providers (TSPs) is either not feasible or available at significantly higher costs? Will there be any provision for: Alternate connectivity solutions, Cost escalation handling, or Exclusion / special consideration for such sites?		As Per RFP

S. No	Section No.	Page No.	Tender Clause	Query	Remarks	CHiPS Response
15	3	11	Indicative Scope of Work	What will be the typical event size, duration, and frequency of assignments?		Event size, duration and frequency may vary depending upon departmental requirements. No fixed commitment can be provided.
16	3	11	Indicative Scope of Work	Is there any minimum guaranteed work volume during the empanelment period?		As Per RFP
17	3	11	Indicative Scope of Work	Clarify ownership responsibility for equipment loss/damage after deployment.		The bidder shall remain responsible for the safety and security of deployed equipment during the execution period
18	3	11	Indicative Scope of Work	Are power supply arrangements (UPS, generator) to be provided by bidder or department?		Power supply at the site shall normally be arranged by the concerned user department.
19	3	11	Indicative Scope of Work	How will user authentication / captive portal / logging requirements be handled?		As Per Corrigendum
20	3	11	Indicative Scope of Work	Do we also need to provide the logger to store the logs ?		As per Corrigendum
21	5.23.2	30	Penalty terms	SLA calculation method (hourly/daily basis) for uptime >98% requirement?		As Per Corrigendum

Tender No.193725/CEO/CHiPS/empanel/WiFi/2026 Dated 18/06/2026	Pre-Bid Response and Corrigendum Dated 15th Jul,2026
--	--

S. No	Section No.	Page No.	Tender Clause	Query	Remarks	CHiPS Response
22	5.23.2	30	Penalty terms	What are the response and resolution timelines for incidents?		The bidder shall ensure prompt response and restoration of services during the event. Timelines shall be governed by the SLA provisions prescribed in the RFP and the respective Work Order.

Section wise Corrigendum & Addendum

Sr.No.	Section No.	Page No.	Tender Clause	Read As
1	Section-4-Eligibility Criteria	12,13	S. No. 4 "General Experience, Bidder having working experience related to rental Wi-Fi services with at-least 25 or more AP for any government organization/ PSU, across India in last 3 years."	Bidder should have successfully executed at least one Government Department/PSU project during the last three (03) years involving deployment, integration, operation and maintenance of Wi-Fi, LAN, Campus Network, Smart City, ICC, Surveillance Network or similar networking infrastructure.
2	Section 5.6.4-Evaluation of Financial Bid, Point-1	20	Of the financial bids opened, lowest financial quote for each group/category will be considered as L1 for the respective domain. All the other qualified bidders (L1 to Ln) will have to match their financials with the lowest rate (L1) for empanelment. It shall be obligatory on the	After the financial bids opened, lowest financial quote for each line item will be considered as L1. All the other qualified bidders will have to match their financials with the lowest rate (L1) of each line item for empanelment. It shall be obligatory on the part of the empaneled bidders to match the lowest rate (L1) in each line item

Sr.No.	Section No.	Page No.	Tender Clause	Read As
			part of the empaneled bidders to match the lowest rate (L1) in each category.	
3	Section 5.23.2- Penalty Terms Point -1	30	Delay in Commissioning / Installation Failure to complete the installation, testing, and making the Wi-Fi network live by the time specified in the Work Order. 5% of the total Rental Value for the first hour; 2% for every hour thereafter.	Delay in Commissioning / Installation Failure to complete the installation, testing, and making the Wi-Fi network live by the time specified in the Work Order A penalty of 5% of the Event Rental Value shall be levied for the first hour of delay and 2% of the Event Rental Value for every subsequent hour or part thereof, subject to a maximum cumulative penalty of 30% of the Event Rental Value for the respective Work Order/Event
4	Section 5.23.2- Penalty Terms Point -2	30	Uptime SLA >98% uptime to be maintained Any drop in SLA by 0.5% will be penalized at the rate of 2.5% of the Daily Rental value. If SLA drops below 85%, 100% of that day's rental is deducted	Uptime SLA >98% uptime to be maintained For every 0.5% reduction in SLA below 98%, a penalty of 2.5% of the Event Rental Value shall be levied, subject to a maximum cumulative penalty of 30% of the Event Rental Value for the respective event
5	Section 3 Indicative Scope of Work	11	Providing bandwidth as per requirement along with required network devices i.e. Switch, Router etc.	Providing Bandwidth requirement (100Mbps,200Mbps or 500Mbps) along with required cabling, network devices i.e. Switch, Router etc.

Sr.No.	Section No.	Page No.	Tender Clause	Read As
6	Section 3 Indicative Scope of Work		Addendum	The bidder shall provide a logging mechanism compliant with applicable statutory and regulatory requirements. The logging solution may be cloud-based or on-premises and shall include all necessary hardware, software, storage, licenses, and configuration, wherever required under the respective Work Order, without any additional cost unless otherwise specified. The bidder shall maintain and securely retain all ICT system logs, including Wi-Fi access and authentication logs, for a rolling period of at least 180 days within the territory of India, or for such period as prescribed under the applicable laws, regulations, or directions issued by CERT-In, DoT, or any other competent authority from time to time.

ANNEXURE VIII: FINANCIAL PROPOSAL FORMAT

(To be filled online in e-Procurement portal only. If any bidder will upload the financial proposal in Envelope A or B then the bid will be rejected)

Tender Document No.

To

The Chief Executive Officer

SDC Building, Near Police Control Room

Civil Lines, Raipur- 492001

Sir,

I/We hereby submit our Proposal for the **Request for proposal for Empanelment of Wi-Fi Service Providers** in accordance with the special Terms and Conditions as well as Scope of work.

The rates should be quoted in the prescribed format given below for all listed items:

Hardware & Infrastructure Rental

#	Description of Service	Unit	QTY	Unit Rate (Including GST)	Total
			(A)	(B)	(C= A*B)
1	Providing Indoor Wi-Fi Access Point on rental basis, including installation, commissioning, structured cabling, PoE Switch, required accessories, manpower deployment, and Internet bandwidth from 100 Mbps up to 200 Mbps (shared for the complete	Per Device / Per Day	1		

#	Description of Service	Unit	QTY	Unit Rate (Including GST)	Total
			(A)	(B)	(C= A*B)
	deployment under the respective Work Order), complete in all respects				
2	Providing Outdoor Wi-Fi Access Point on rental basis, including installation, commissioning, structured cabling, PoE Switch, required accessories, manpower deployment, and Internet bandwidth from 100 Mbps up to 200 Mbps (shared for the complete deployment under the respective Work Order), complete in all respects	Per Device / Per Day	1		
3	Providing Indoor Wi-Fi Access Point on rental basis, including installation, commissioning, structured cabling, PoE Switch, required accessories, manpower deployment, and Internet bandwidth from 201 Mbps up to 500 Mbps (shared for the complete deployment under the respective Work Order), complete in all respects	Per Device / Per Day	1		
4	Providing Outdoor Wi-Fi Access Point on rental basis, including installation, commissioning, structured cabling, PoE Switch, required accessories, manpower deployment, and Internet bandwidth from 201 Mbps up to 500 Mbps (shared for the complete deployment under the respective Work Order), complete in all respects.	Per Device / Per Day	1		

#	Description of Service	Unit	QTY	Unit Rate (Including GST)	Total
			(A)	(B)	(C= A*B)
5	Providing Indoor Wi-Fi Access Point on rental basis, including installation, commissioning, structured cabling, PoE Switch, required accessories, manpower deployment, and Internet bandwidth from 501 Mbps up to 1Gbps (shared for the complete deployment under the respective Work Order) , complete in all respects	Per Device / Per Day	1		
6	Providing Outdoor Wi-Fi Access Point on rental basis, including installation, commissioning, structured cabling, PoE Switch, required accessories, manpower deployment, and Internet bandwidth from 501 Mbps up to 1Gbps (shared for the complete deployment under the respective Work Order) , complete in all respects	Per Device / Per Day	1		
Total					

s

Please note the following:

- Prices are valid for a period of 180 Days from date of submission of Bid.
- The rates quoted in the above table should be valid for entire contract period.

Signature of Bidder..... Place:

Name..... Date:

Designation.....

Seal

Date Change Corrigendum:

Description	Current date & time	Revised date & time
Last Date for Submission of Bids	14/07/2026 up to 05:00 P.M. (Online)	28/07/2026 up to 05:00 P.M. (Online)
Last Date for Submission of hard copies of Bid	14/07/2026 up to 05:30 P.M.	28/07/2026 up to 05:30 P.M.
Date of Bid Opening	14/07/2025 at 6:00 P.M.	28/07/2026 at 06:00 P.M.

SD..
Chief Executive Officer
CHiPS