EXPRESSION OF INTEREST

FOR

SELECTION OF BACKEND PARTNER/SYSTEM INTEGRATOR

FOR

END-TO-END SUPPLY, INSTALLATION, CONFIGURATION, TESTING, COMMISSIONING AND INTEGRATION OF THE REQUIRED HARDWARE AND SOFTWARE COMPONENTS AT CHANDIGARH DATA CENTRE, SECTOR 42, U.T. CHANDIGARH

INCLUDING DOCUMENTATION, TRAINING AND KNOWLEDGE TRANSFER, POST INSTALLATION WARRANTY AND TECHNICAL SUPPORT

EOI No. BECIL/PROJ/BT/CHD-DC/26-27/EOI

Dated: 22/09/2026

Issued By

Mr. Binay Kumar Tiwari (DGM)

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

DISCLAIMER

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

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SECTION –I

INTRODUCTION AND BRIEF DESCRIPTION

1. INTRODUCTION

Broadcast Engineering Consultants India Limited (BECIL), an ISO 9001:2015, 27001:2013, ISO/IEC 2000:2012 certified Mini Ratna Central Public Sector Enterprise (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

DIT CHandigarh has floated a tender vide No. GEM/2026/B/7839594 dated 28/07/2026 for End-to-End Supply, Installation, Configuration, Testing, Commissioning and Integration of the required hardware and software components at Chandigarh Data Centre, Sector 42, U.T. Chandigarh including documentation, training and knowledge transfer, post installation warranty and technical support.

3.1 ELIGIBLE BIDDERS

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

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

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

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

3.2 COST OF BIDDING

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

3.3 ASSURANCE

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

3.4 SITE VISIT

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

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

3.5 CONTENTS OF THE BIDDING DOCUMENT

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

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

3.6 CLARIFICATION OF BIDDING DOCUMENT

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

https://becil.ewizard.in

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

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

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

E-tendering Phone No. 011-49606060

Mail id: - helpdesk@ewizard.com

3.7 ADDENDUM/AMENDMENT TO THE BIDDING DOCUMENT

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

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

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

3.8 LANGUAGE OF THE BID

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

3.9 EARNEST MONEY DEPOSIT

EMD/ Bid Security: The Bid Security amounting to Rs. 48,00,000/- (Rupees Forty Eight Lakh Only) will be submitted with bid by all the bidders in the form of BG/ online transfer. Validity of EMD shall be for a period of 120 days.

MSEs (Micro & Small Enterprises) must submit valid supporting documents for the relevant category with the Bid. Under MSE category only manufactures of goods and service provider for service are eligible for exemption from EMD. Traders are excluded from the purview of this policy.

In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by BECIL. The forfeiture amount will be subject to final decision of BECIL based on other terms and conditions of order. EMD/Bid Bond will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of EMD/ Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected.

The EMD will be refunded, in case work is awarded to BECIL on the submission of Performance Bank Guarantee and in case of unsuccessful bid, immediately after the fact came to BECIL knowledge. That the Earnest money deposit has been sought with an intent to protect the interests of M/s BECIL against the conduct of the Bidder which shall warrant the forfeiture of the earnest money deposit.

That any Bid not secured in accordance with Earnest Money Deposit will be rejected by BECIL by virtue of being un-responsive. That the Earnest money deposit of all the Unsuccessful Bidders shall be discharged/returned not later than 45 days after the finalization of the tendering process, whereas the Earnest money deposit of the unsuccessful Bidder shall be discharge upon signing the Work Order/Agreement or upon acknowledging the award and on furnishing of the Performance bank guarantee/ Security deposit.

Notwithstanding any contained in the Contract, the Earnest money deposit shall be forfeited in the following circumstances-:

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

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

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

BECIL intends to onboard a **Back-end Partner/System Integrator**. The selected partner will support BECIL in the execution of Tender No. GEM/2026/B/7839594 dated 28/07/2026 titled **'End-to-End Supply, Installation, Configuration, Testing, Commissioning and Integration of the required hardware and software components at Chandigarh Data Centre, Sector 42, U.T. Chandigarh including documentation, training and knowledge transfer, post Installation and Technical support.**

The intent of this EOI is to select a Back-end Technology Partner/System Integrator 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/System Integrator 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.

3.11 Performance Bank Guarantee (PBG):

In case the said tender is awarded to BECIL, the PBG as applicable shall be payable by the selected bidder on back to back basis of equivalent amount as per the terms and conditions of Client's Tender. The validity of such BG shall be 66 months tenure (60 months' warranty + 3 months execution period + 3 months) i.e. 66 months. The bidder must submit an undertaking in the bid stating that "they will provide the PBG in accordance with the timeline and the terms and conditions outlined in the client's tender.

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

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

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

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

SECTION –II

IMPORTANT DATES (SCHEDULE AND CRITICAL DATES

4.1 IMPORTANT DATES (SCHEDULE AND CRITICAL DATES

S.N	ACTIVITY	SCHEDULED DATE & TIME
1.	**EOI Number**	**BECIL/PROJ/BT/TV-WCD/26-27/EOI**
2.	**Date of Issue of EOI**	**22/09/2026**
3.	**Last date and Time for Submission of bids**	**25/09/2026 @ 14:30 AM**
4	**Availability of Document**	https://www.becil.com; https://becil.ewizard.in
5	**E-tender Portal Fee** (Non-refundable)	INR 3,540/- E-tender Portal Fee (non-transferrable & non- refundable) payable through online e-Portal
6	**Bidder Enrolment Fee** (Non-refundable)	INR 2360/- Bidder Enrolment Registration fee (non- transferrable & non-refundable) payable through online e- Portal
7.	**RFP document Fee (Form Fee) (Non-Refundable)**	INR 17,700/- (incl GST) Form Fees (non- transferrable & non-refundable) payable through online e-Portal
8.	**EMD/ Bid Security**	INR **48,00,000**/- to be submitted with the bid. For detail refer clause 3.9
9.	**Address for Communication of bids**	BECIL Bhawan, C-56 / A -17, Sector - 62, Noida – 201307.
10.	**Contact details for this EOI**	Sh. Binay Kumar Tiwari, DGM Tele- 0120-4177850 Email- binaytiwari@becil.com

4.2. INSTRUCTIONS FOR E-TENDERING PORTAL OF BECIL

4.2.1 E-TENDER PORTAL FEE

The bidder has to pay a non-refundable **e-tender portal fee amounting to ₹ 3540/-** (Non-refundable) by way of on-line payment on e-tender portal before submission of the proposal.
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**

4.2.2 E-TENDERING PROCEDURE

(i) 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”.

(ii) 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.

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

4.2.3 GUIDELINES FOR REGISTRATION ON PORTAL

(i) 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).**

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

(iii) 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.

(iv) 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.

(v) 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.

(vi) 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.

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

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

Helpdesk Number : Tel 011-49606060 , 9355030616, 9560364871

4.2.4 SEARCHING FOR TENDER DOCUMENTS ON PORTAL

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

(ii) 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.

4.2.5 PREPARATION OF BIDS ON PORTAL

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

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

(iii) 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.

(iv) 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.

(v) 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.

4.2.6 SUBMISSION OF BIDS ON PORTAL

(i) 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.

(ii) 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.

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

(iv) 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.

(v) 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.

(vi) 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.

4.2.7 CLARIFICATION

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

https://becil.ewizard.in

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

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

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

E-tendering Phone No. 011-49606060

Mail id: - helpdesk@ewizard.com

SECTION –III

EOI NOTICE & GENERAL TERMS AND CONDITION

5 EOI NOTICE

5.1 Broadcast Engineering Consultants India Limited (BECIL) invites Expression of Interest (EOI), through online mode, for selection of a Back end Technology partner of BECIL, for collaborating with BECIL for participating in Tender No. GEM/2026/B/7839594 dated 28/07/2026 Titled **End-to-End Supply, Installation, Configuration, Testing, Commissioning and Integration of the required hardware and software components at Chandigarh Data Centre, Sector 42, U.T. Chandigarh including documentation, training and knowledge transfer, post installation and technical support.**

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 Binay Tiwari, DGM, 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 Applicable

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 format.
	(b)	Certificate of Incorporation (for Company/LLP/Proprietorship)
	(c)	Memorandum & Articles of Association/Partnership deed/Proprietorship declaration
	(d)	Audited financial statements for the last 3 years i.e. FY 2022-23; 23-24; 24-25.
	(e)	ITR Acknowledgment for last 3 years i.e. FY 2022-23; 23-24; 24-25
	(f)	Undertaking to provide the PBG in accordance with the timeline and the terms and conditions outlined in the client's tender
	(g)	GST Registration Certificate
	(h)	Copy of PAN Card
	(i)	Any other relevant registration documents on registration with other appropriate authorities (ESIC, EPFO, Labour deptt etc.)
	(j)	Power of Attorney authorizing the person signing the bid for this EOI.
	(k)	Undertaking in letter head to indemnify BECIL from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.

	(l)	Undertaking in compliance to Office Memorandum No. F. No. 6/18/2019-PPD, Dated 23-07-2020, Department of Expenditure, Ministry of Finance as per Clause 10 below.
	(m)	All the requisite documents in the prescribed formats placed at Annexures to this EoI
	(n)	Pre-Contract Integrity Pact as per Annexure-A
	(o)	All the documents in support of Technical criteria like Experience Certificates, PO, proposed Makes for the solution, Solution architecture (if asked) and other documents as required.
	(p)	Declaration regarding acceptance of Terms and conditions of EOI.
	(q)	Undertaking for compliance with signing of Non-disclosure agreement as per clause 39 below.
	(r)	Undertaking for payment of EMD/ Bid Security if selected **or** claiming EMD exemption under startup and MSME enclosing the relevant documents **such as registration certificate with MSME.**
	(s)	Undertaking regarding absence of Conflict of Interest as per clause 14 below
	(t)	~~Consortium agreement in case where bidder is consortium~~

7 OPENING OF EOI

7.1 The bids submitted against this EOI shall be opened on **25/09/2026@1500 Hrs**. 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.

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

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

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

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

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

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

f) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Details Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc.)of this Tender process; or has a close business or family relationship with a staff of the Procuring Organization who:
   (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or
   (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

14 UNDUE INFLUENCE

a. The Agency/Bidder undertakes that it has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the BECIL/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 two years, for violation of the code of integrity, for undue influence as well as for the breach of any other terms and conditions of the tender as per the General Financial Rules 2017 and the Guidelines for debarment of firms from bidding issued by the Department of Expenditure, Ministry of Finance no. F1/20/2018 –PPD dated 02.11.2021.

18 RISK AND COST CLAUSE

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

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

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

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

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

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

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

18.8 Any damage to Client property not restored properly should be recovered from the running bills of the contractor and hence utmost precaution should be taken during the execution of the work. Client should have full liberty to get the damage rectified at the contractor's risk and cost.

14 PENALTIES

14.1 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.

14.2 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.

15 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.

16 RIGHT TO INSPECTION

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

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

17 TERMINATIONS

a. Termination of Contract by BECIL due to unsatisfactory performance

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

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

b. Termination due to Breach

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

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

(i) If the Bidder has abandoned or repudiated the Contract;
(ii) If the Bidder has without valid reason failed to commence work on the project promptly;
(iii) If the Bidder has persistently failed to execute the works/express deliverable in accordance with

the Contract or persistently neglects to carry out its obligations under the Contract without just cause;

(iv) If the Bidder defaults in proceeding with the works/job with due diligence and continues to do so after a notice in writing of fifteen (15) days from BECIL;

(v) If the Bidder has obtained the contract as a result of undue of influence or adopted unethical means/ corrupt practices.

(vi) if the information submitted/furnished by the Bidder is found to be incorrect;

c. Termination due to Insolvency

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

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

d. Termination for Convenience

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

18 POST TERMINATION RESPONSIBILITY

18.1 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.

18.2 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.

18.3 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.

18.4 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.

19 NOTICES

19.1 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. Binay Kumar Tiwari, DGM, BECIL
Broadcast Engineering Consultants India Ltd,
C-56/ A-17, Sector-62, Noida-201307, U.P., India.
Email: binaytiwari@becil.com

20 NO WAIVER

20.1 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.

21 AMENDMENT:

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

22 ARBITRATION

22.1 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.

22.2 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

23 JURISDICTION

23.1 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.

24 Force Majeure

24.1 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.

24.2 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.

24.3 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.

25 SUBCONTRACTING

25.1 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.

26 EXTENSION OF TIME

26.1 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.

26.2 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.

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

27 ASSIGNMENT:

27.1 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.

27.2 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.

27.3 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.

28 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.

29 SEVERABILITY:

29.1 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.

30 ENTIRE CONTRACT:

30.1 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.

31 LIQUIDATED DAMAGES

31.1 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:

31.2 In case of any liquidated damages imposed on BECIL by the Client, BECIL shall pass on the entire quantum of liquidated damages to the bidder/ selected agency on back-to-back basis.

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

31.4 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.

31.5 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.

32 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.

SECTION –IV

SCOPE OF WORKS

SCOPE OF WORKS

41. SCOPE OF WORK/SCHEDULE OF REQUIREMENTS

41.1 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:. GEM/2026/B/7839594 dated 28/07/2026 Titled '**End-to-End Supply, Installation, Configuration, Testing, Commissioning and Integration of the required hardware and software components at Chandigarh Data Centre, Sector 42, U.T. Chandigarh including documentation, training and knowledge transfer, post installation and technical support'**

Website: gem.gov.in

41.2 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

ELIGIBILITY CRITERIA AND EVALUATION

42. ELIGIBILITY CRITERIA AND EVALUATION

S.No.	Eligibility Criteria	Documents to be submitted
1	**1.1** The **Bidder** shall be Company incorporated /registered in India under Companies Act 1956/ 2013, as amended from time to time or Limited Liability Partnership Act, 2008 or Proprietorship; **1.2** The **Bidder** should be in existence of at least 5 completed years.	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 f. The bidder shall have the registration with EPFO and ESIC. g. Other registration certificate, if any required.
2	The **bidder** should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing.	Certificate by the CA. **Note: certificate must be issued after the publishing of this EOI.**
3	The **Bidder** should not be blacklisted/ debarred/ banned/ restricted by any Union Govt./State Govt./ PSU/Autonomous bodies as on date of submission of the Bid.	"Self-declaration for blacklisting as per the given annexure" duly signed by authorized signatory signing the bid, Should be submitted.
4	The bidder minimum Average Annual Turnover 4 crore during the latest three financial years (i.e FY 2022 – 23, FY 2023 – 24 and FY 2024 – 25 or 2023-24, 2024-25 and 2025-26). Note: No exemption is granted to MSME / Startups from the turnover requirement.	a. Certificate by the CA as per Annexure D. b. Audited financial statements of last three financial years along with Balance Sheet, Profit & Loss A/c, and its annexures as a complete set. c. ITR Acknowledgment last three financial years. d. Net worth must be positive for each of the three years. **Note: CA certificate must be issued after the publishing of this EOI.**
5	The bidder should have positive net worth as per the audited financial results for the three Financial Years ending 31 March 2025 (i.e FY 2022 – 23, FY 2023 – 24 and FY 2024 – 25 or 2023-24, 2024-25 and 2025-26).	
6	**Bidder** must have the solvency /credit facility / financial capability from the bank for minimum value of **25% of project value (i.e. INR 6 crore).**	Certificate/ Sanction letter from the Bank. Certificate must be issued after the publishing of this EOI.

7	The bidder Should have successfully executed / completed similar ICT projects in any Govt. Department /Govt. of India / State Govt. / UT Administration/ autonomous bodies /statutory bodies / Public Sector Undertaking during the last three financial years ending March, 2026. • One project having not less than INR 6.40 Crore **or** • Two projects each having not less than INR 4.00 crore **or** • Three projects each having not less than INR 3.20 Crore Similar ICT Project means project involving one or more works /activity related to supply, installation, configuration, testing, commissioning and integration of the hardware and software components in any Data Centre in Government of India / State Governments / UT administration / PSUs/ Autonomous bodies / Statutory bodies. Note: No exemption is granted to MSME / Startups from the prior experience requirement.	Copies of experience certificate of equivalent document in support of satisfactory installation from clients shall be provided. The experience certificate should be signed by an authorized signatory.
8	OEM MAF and Make In India (MII) Local content declaration documents from OEM for Items.	The bidder should submit MAF in the name of BECIL/Bidder from OEM's specific to the bid for items mentioned in this EOI as a mandatorily requirement. Make In India (MII) Local Content Declaration documents from OEMs for Quoted Items as requested in Detailed Specifications.
9	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.
10	The OEM minimum Average Annual Turnover 24 crore during the latest three financial years (i.e FY 2022 – 23, FY 2023 – 24 and FY 2024 – 25 or 2023-24, 2024-25 and 2025-26).	Relevant documents.

43. PRELIMINARY EVALUATION

41.1 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.

41.2 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.

41.3 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.

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

44. EVALUATION PROCESS

44.1 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.

44.2 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.

44.3 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.

44.4 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.

44.4.1 Evaluation of proposals shall be based on:

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

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

44.5 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.

44.6 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.

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

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

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

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

45. FINANCIAL EVALUATION:

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

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

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

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

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

SECTION –VI

ENCLOUSERS AND ANNEXURES

ENCLOUSERS 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

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

Section 10 – Other provisions

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

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

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

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

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

Annexure-B (BANK MANDATE FORM)

यूनियन बैंक Union Bank of India

आन्ध्रा Andhra | Corporation

(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, 1st 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.***

Chief Manager

Bank Stamp with Authorized Signatory

Date 20-01-2023

Page 1 of 1

(Annexure – C)

Particulars of The Bidder

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

Signature of Authorized Signatory

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

(Annexure – D)

Annual Turnover & Net worth

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

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

Full Name of Bidder (Supplier) entity:

S. No.	Financial Year	Turnover of Bidder	Profit (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, Balance Sheet, Profit & Loss A/c, and its annexures as a complete set. Net worth must be positive for each of the three years.

Note: The required certificate from CA with UDIN stating Turnover, Profit (PAT), and Net Worth is enclosed along with this form. Certificate without UDIN No. will be rejected.

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

(Annexure – E)

Performa of letter of Undertaking for Bid Validity

To
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 240 days from the date of submission of the Bid.

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

Signature of Authorized Signatory

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

(Annexure – F)

Bid Covering Letter

To
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 <240> days as stipulated in the EOI document.
We understand you are not bound to accept any Proposal you receive.

Signature of Authorized Signatory

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

(Annexure – G)

Credentials Summary

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

Signature of Authorized Signatory

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

(Annexure – H)

Self-Declaration For Non Black Listing

ON BIDDER'S LETTER HEAD

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

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

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

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

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

Yours faithfully

For,

Signature of Authorized Signatory
Place: ______________________
Date: _________________
Address: __________________________
Mobile: _________________________
Email ID: ________________________

(Annexure – I)

Undertaking Regarding Payment Of GST/ Filing Of GST Return

Ref………………………………….. Date

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

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

Dear Sir,

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

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

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

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

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

Signature of Authorized Signatory on behalf of

Agency Address: ______________________
Mobile: ____________________________
Email ID: ____________________________

(Annexure- J)

Power of Attorney for signing the Bid 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 -

(Annexure- K)

LAND BORDER DECLARATION CERTIFICATE

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

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

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

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

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

Penalties for false or misleading declarations:

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

____

(Signature with date)

____

(Name and designation)

Duly authorized to sign Bid for and on behalf of

____

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

PRICE BID FORMAT

(Annexure- L)

Sr No.	Items	Qty (A)	Unit Rate excl. GST (B)	GST on Unit Rate (C)	Total Cost incl. GST D = (B+C) × A
A	HARDWARE :				
1	Server	10			
2	SAN Storage	1			
3	SAN Switch	2			
4	Router	1			
5	TOR Switch	4			
B	SOFTWARE / LICENSES :				
6	Windows server 2025 Data Centre 24 core or higher licenses as per supplied server configuration	20			
7	SQL Server 2025 Standard (2 core license)	48			
	GRAND TOTAL				

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

<u>MSME UNDERTAKING</u> **(Annexure – M)**

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

This Undertaking is made on this ___ day of _______*, 2025*, by: __________________

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

IN FAVOUR OF:

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

WHEREAS:

1. The **Principal Employer/client**, have awarded the work for execution of the project to BECIL.
2. BECIL through this EOI intends to onboard on 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

(Annexure- N)

PRE-BID AGREEMENT

between

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

and

[vendor name]
[Vendor Address]

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PRE-BID AGREEMENT

This Pre-Bid Agreement is executed at Noida on this **__th day of _______ 2025** (“**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 **Binay Kumar Tiwari** (hereinafter referred to as **"BECIL or First Party")** which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns.

AND

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

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

ARTICLE 1: PREAMBLE

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

WHEREAS [vendor name]______________intro________________________________.

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

WHEREAS BECIL published EOI No. ______________dated DD.MM.YYYY (hereinafter referred as “**BECIL’s EOI**”) for [EOI title/name].

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

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

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

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

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

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

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

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

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

1.3.1. Tender for [Client Tender Name] vide tender No. ____________________dated DD.MM.YYYY.

1.3.2 BECIL's EOI No. _______________dated DD.MM.YYYY for [EOI name].

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

ARTICLE 2: GENERAL

1.1. PURPOSE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3: PROJECT BACKGROUND AND SCOPE OF WORK

3.1 Project Background

From Client's Primary Tender

3.2 Scope of Work

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

ARTICLE 4: ROLES AND RESPONSIBILITIES

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

4.2 DUTIES & OBLIGATIONS OF [vendor name]

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

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

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

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

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

4.2.6. [vendor name] **have agreed to accept all the challenges with regard to Time Overrun, Cost Overrun, payment terms & Liquidated Damages & Penalties & Liability/cost due to implication of new law 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. Further vendor also undertakes to bide by all prevailing IT acts and Data protection.**

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 Securityas 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 of equivalent amount 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]. The payment shall be released strictly as per Clause 7 "Payment terms of Client RFP"

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.

7.15. PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS

PRS is the reduction in the consideration / contract value for the goods / services covered under this contract. In case of delay in supply/ execution of contract, supplier should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause of client tender). If supplier has raised the invoice for full value, then supplier should issue Credit Note towards the applicable PRS amount with applicable taxes.

In such cases if supplier fails to submit the invoice with reduced value or does not issue credit note as mentioned above, BECIL/Client will release the payment to supplier after giving effect of the PRS clause with corresponding reduction of taxes charged on vendors invoice, to avoid delay in delivery/collection of material.

In case any financial implication arises on BECIL/Client due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of supplier. BECIL/Client shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by BECIL / Client in future to the Supplier under this contract or under any other contract.

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.

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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.

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

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

8.7 LIQUIDATED DAMAGES

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

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

a. For instance If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week of delayed period as pre-estimated damages not exceeding 10% of the contract/bid value without any controversy/ dispute of any sort whatsoever.

b. The servers must be delivered and installed within (90 days) from the date of issuance of the purchase order. If the bidder fails to supply the servers (as per the Tender), a penalty @0.5% of Tender Value per week of delayed period not exceeding 10% of the contract value shall be levied.

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.

8.12.2 Termination due to breach

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

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

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

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

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

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

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

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

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

8.12.3 Termination due to Insolvency

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

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

8.12.4 Termination for Convenience

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

8.13 Post Termination Responsibility :

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

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

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

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

8.14 TAXES

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

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

8.15 Indemnity

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

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

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

8.15.2 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

8.16 ASSIGNMENT AND SUB-CONTRACTING

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

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

8.17 FORCE MAJEURE

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

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

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

8.18 GOVERNING LAW AND JURISDICTION

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

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

8.19 ARBITRATION CLAUSE

8.19.1 Conciliation of Dispute

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

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

8.19.2 Reference of Dispute to Arbitration

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

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

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

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

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

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

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

8.19.2.8 That any claim of damage(s) or losse(s) incurred by BECIL as a consequence of the invocation of the litigation/arbitration proceeding owing to the suspension or abandonment of work by the [vendor name] shall be reimbursed by [vendor name]

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

8.21 RIGHT TO INSPECTION

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

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

8.22 NOTICES

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

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

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

Name: Mr. Binay Kumar Tiwari **Designation:** Dy. General Manager **Address:** Broadcast Engineering s India Ltd, C-56/ -17, Sector- 62, Noida- 201307, U.P. **Email:** binaytiwari@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, [Client Name] tender as well as the Contract signed between BECIL & [Client Name] .

8.34 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.

8.35 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.

8.36 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:

8.36.1 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.

8.36.2 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].

8.37 BLACKLISTING/ DEBARMENT

[vendor name] shall be debarred/blacklisted from bidding for the contract/tender/EOI floated by BECIL for a period of two years, for violation of the code of integrity, Conflict of Interest as well as for the material breach of terms and conditions of the tender as per the General Financial Rules 2017 and the Guidelines for debarment of firms from bidding issued by the Department of Expenditure, Ministry of Finance no. F1/20/2018 –PPD dated 02.11.2021.

8.38 MSME

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

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

8.39 COUNTERPARTS

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

8.40 ENTIRE AGREEMENT

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

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

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

On Behalf of BECIL	**On Behalf of [vendor name]**
(Binay Kumar Tiwari) Dy General Manager	(vendor representative) title
Signature of Witness: Name: Title:	Signature of Witness: Name: Title:

SCHEDULE 1: DETAILED SCOPE OF WORK

[from client primary tender]

DEPARTMENT OF IT, CHANDIGARH ADMINISTRAITON

CORRIGENDUM 2

Dated: 07.09.2026

The Director, Department of Information Technology Chandigarh Administration floated a bid on GeM portal having number GEM/2026/B/7839594 dated 28.07.2026 for end-to-end supply, installation, configuration, testing, commissioning and integration of the required hardware and software components at Chandigarh Data Centre, Sector 42, U.T. Chandigarh including documentation, training and knowledge transfer, post installation warranty and technical support. There have been modifications in some points i.e.

#	Clause No.	Category	Current Clause	Revised Clause
1.	Sr. No. 1 Page -49 / Sr. 10, Corrigendum 1	SAN/ Unified Storage Model —	SAN storage minimum 100 TB of usable space (All FLASH using enterprise-grade **NVMe TLC SSDs with PCIe Gen5 Interface**). The unified storage solution shall support both block and file storage for FC, iSCSI, CIFS, NFS. Storage should have the capability to scale up and scale out. All storage media shall be NVMe-based, and the storage controllers shall support end-to-end NVMe architecture for maximum performance and low latency.	SAN storage minimum 100 TB of usable space (All FLASH using enterprise-grade **NVMe TLC SSDs with PCIe Gen4 or higher Interface**). The unified storage solution shall support both block and file storage for FC, iSCSI, CIFS/NFS. Storage should have the capability to scale up and scale out. All storage media shall be NVMe-based, and the storage controllers shall support end-to-end NVMe architecture for maximum performance and low latency.
2.	Annexure 1 Page No 39-40 Sr. 14 & 15, , Corrigendum 1	Minimum required SAN Storage Specifications, Sr. No. 2 Array Architecture Front-end ports —	14. The storage system should support minimum of 8*32 GBPS or higher front / back end fiber channel ports to connect with the SAN switch. 15. The storage system should support minimum 4×25 GBPS SFP28 Ethernet ports with all required optical transceivers and compatible fibre patch cords. All ports shall be active, fully populated, and included in the quoted	Clarification: - “GBPS” shall be read as “Gbps” at Sl. no 14 & 15.

#	Clause No.	Category	Current Clause	Revised Clause
			solution without requiring additional licences.	
3.	Annexure 1 Page: 49 Sr. No. 2 Array Architecture / Sr.11 Corrigendum 1	Minimum required SAN Storage Specifications Sr. No. 2 Array Architecture —	The array should be equipped with N+N nos. Of array controllers for better performance redundancy in the SAN storage. There should be at least 2 or more nos. Controller from day one. The storage system should be provided with at least 512 GB global / federated / dedicated DRAM cache memory across all the SAN controller (the global / federated / dedicated DRAM cache should be true active active cache, which means, that the total available cache at any time should be visible to all the existing controller in the storage subsystem/box). However, incase, 50% of SAN controller(s) goes out of order then remaining minimum 50% cache should be available to controllers	The array should be equipped with N+N nos. Of array controllers for better performance redundancy in the SAN storage. There should be at least 2 or more nos. Controller from day one. The storage system should be provided with at least 512 GB global / federated / dedicated DRAM cache memory across all the SAN controller. In case, 50% of SAN controller(s) goes out of order then remaining minimum 50% cache should be available to controllers
4.	Annexure 1 Sl. no 4 Storage Capacity Page 50,	SAN Storage, Specification	Storage should be supplied with Minimum 100 TB of usable space excluding all overhead configurations like RAID configuration formatting and hot spare disk. All of minimum 100 TB usable space should be FLASH based. each NVMe SSD drives up to 10 TB capacity required to be supplied.	The Storage System shall provide a minimum of 100 TB usable FLASH capacity, excluding RAID overhead, formatting, hot-spare capacity, and other system overheads. The entire usable capacity shall be provisioned using NVMe SSDs, with each SSD having a capacity in range between minimum 7TB and maximum 16 TB.

#	Clause No.	Category	Current Clause	Revised Clause
5.	Annexure 1 Page 51 / Sl. no 17 - Corrigendum 1	Minimum required SAN Storage Specifications Storage , Sr. No. 9, scalability	The array should be scalable to a minimum of **70 NVMe SSDS**	The array/slots should be scalable to a minimum of 48 **NVMe SSDs.**

Director, Information Technology
Chandigarh Administration

DEPARTMENT OF IT, CHANDIGARH ADMINISTRAITON

CORRIGENDUM

Dated: 27.08.2026

The Director, Department of Information Technology Chandigarh Administration floated a bid on GeM portal having number GEM/2026/B/7839594 dated 28.07.2026 for Supply, Installation, Testing, Commissioning and Maintenance of Servers, SAN Storage, Network Equipment and Related Infrastructure for Chandigarh Data Centre, Sector-42, Chandigarh.

Queries were received from 35 bidders through email, and 32 vendors participated in the pre-bid meeting held on 05.08.2026 at 3:00 PM. After examining all queries, the following corrigendum is issued:

Sr. No.	Clause No.	Category	Existing Clause	Revised Clause
1.	Clause 11 A Page No 16	GENERAL CONDITIONS OF CONTRACT (GCC) Delivery period	The project shall be completed within 90 days from the date of issuance of work order. The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto with due justification shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC	The project shall be completed within **150 days** from the date of issuance of work order. The Delivery Period / Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto with due justification shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC
2.	Annexure 1 Sr. No. 6 & Annexure 5 Sr. No. 6	Product list Price Break Up	Windows server 2025 Data Centre 16 core or higher licenses as per supplied server configuration	Windows server 2025 Data Centre **24 core** or higher licenses as per supplied server configuration Please see revise Price Break Up (BoM) as Annexure A
3.	Sr. No. 1 Page No 37	Minimum required SERVER Specifications Processor	Intel Xeon 5th or 6th generation or AMD EPYC 5th	Intel **Xeon 6th Generation** or AMD **EPYC 5th Generation**
4.	Sr. No. 2 Page No 37	Minimum required SERVER Specifications Processor Base Frequency —	Minimum 2.5 GHz	Processor Base Frequency: **Minimum 2.4 Ghz**
5.	Sr. No. 5 Page No 37	Minimum required SERVER Specifications Operating system support —	Windows Server 2025 certified	Windows Server 2025, **Ubuntu, RHEL certified and ESXi 9.0 certified**
6.	Sr. No. 15 Page No 37	Minimum required SERVER Specifications Power Supply —	1000W or more redundant PSUs Optimized for 24/7 operation to reduce data center costs	**1600W** or more redundant PSUs Optimized for **24x7** operation to reduce data centre costs
7.	Sr. No. 19 Page No 37	Minimum required	Intel C741 or Higher Compatible with processor	Intel / **AMD** Compatible with processor

Sr. No.	Clause No.	Category	Existing Clause	Revised Clause
		SERVER Specifications Chipset —		
8.	Sr. No. 20 Page No 37	Minimum required SERVER Specifications Raid Controller Cache —	Minimum 8 GB	Minimum **4 GB**
9.	Sr. No. 23 Page No 38	Minimum required SERVER Specifications Other features (security) —	The server should have below mentioned security features or equivalent features: UEFI Secure Boot and Secure Start support, Immutable Silicon Root of Trust. FIPS 140-2 validation, Common Criteria certification, Configurable for PCI DSS compliance; Advanced Encryption Standard (AES) and Triple Data Encryption Standard (3DES) on browser or any similar equivalent technology; Support for Commercial National Security Algorithms (CNSA); Smart card (PIV/CAC) and Kerberos-based 2-factor Authentication, Tamper-free updates - components digitally signed and verified, Secure Recovery - recover critical firmware to known good state on detection of compromised firmware; Ability to rollback firmware. Secure erase of NAND/User data; TPM (Trusted Platform Module) 2.0. Bezel Locking Kit option; Chassis Intrusion detection option	The server should have below mentioned security features or equivalent features: · UEFI Secure Boot and Secure Start support, Immutable Silicon Root of Trust · **FIPS 140-2 validation, Common Criteria certification OR the Server / Management Platform should adhere to the security guidelines by CCRA (Common Criteria Recognition Arrangement), Configurable for PCI DSS compliance; Advanced Encryption Standard (AES) or any similar equivalent technology / Support for Commercial National Security Algorithms (CNSA)** Solution should support – **Smart card (PIV/CAC) / LDAP / AD / standard BMC-based 2-factor Authentication or equivalent;** Secure Recovery - recover critical firmware to known good state on detection of compromised firmware; Ability to rollback firmware · Secure erase of NAND/User data; TPM (Trusted Platform Module) 2.0 · **Chassis Intrusion Detection / standard locking mechanism.**
10.	Sr. No. 1 Page -39	SAN/ Unified Storage Model —	SAN storage minimum 100 TB of usable space (All FLASH using enterprise-grade NVMe SSDs). Unified storage solution should have native block and file storage services access with host connectivity for FC, iSCSI, CIFS, NFS. Storage should have the capability to scale up and scale out. All storage media shall be NVMe-based, and the storage controllers shall support end-to-end NVMe architecture for	SAN storage minimum 100 TB of usable space (All FLASH using enterprise-grade **NVMe TLC SSDs with PCIe Gen5 Interface**). The unified storage solution shall support both block and file storage for FC, iSCSI, CIFS, NFS. Storage should have the capability to scale up and scale out. All storage media shall be NVMe-based, and the storage controllers shall support end-to-

Sr. No.	Clause No.	Category	Existing Clause	Revised Clause
			maximum performance and low latency	end NVMe architecture for maximum performance and low latency.
11.	Annexure 1 Page 39	Minimum required SAN Storage Specifications Sr. No. 2 Array Architecture —	The array should be equipped with N+N nos. of array controllers for better performance redundancy in the SAN storage. There should be at least 2 or more nos. controller from day one. The storage system should be provided with at least 512 GB global cache memory across all the SAN controller (the global cache should be true active-active cache, meaning the total available cache at any time should be visible to all the existing controllers in the storage subsystem/box). However, in case 50% of SAN controller(s) goes out of order then remaining minimum 50% cache should be available to controllers	The array should be equipped with N+N nos. Of array controllers for better performance redundancy in the SAN storage. There should be at least 2 or more nos. Controller from day one. The storage system should be provided with at least **512 GB** global / federated / dedicated **DRAM** cache memory across all the SAN controller (the global / federated / dedicated DRAM cache should be true active-active cache, which means, that the total available cache at any time should be visible to all the existing controller in the storage subsystem/box). However, in case, 50% of SAN controller(s) goes out of order then remaining minimum 50% cache should be available to controllers
12.	Annexure 1 Page 41	Minimum required SAN Storage Specifications, Sr. No. 4 Storage Capacity	Bidder to quote SSD Disk drives with the capability that write IOs are done in RAID-6 to maximize performance. The SSD disks should be configured with Raid-6 protection. Array Should support latest technology NVMe SSD, SAS SSDs, SAS Drives and automated policy based tiering between all type of proposed drives. The storage architecture shall be NVMe-ready and shall support end-to-end NVMe and/or NVMeover- Fabrics (NVMe-oF) technology, wherever supported by the OEM	The storage architecture shall be **NVMe-ready and shall support end-to-end NVMe and/or NVMe-over-Fabrics (NVMe-oF) technology with RAID 6 protection**
13.	Annexure 1 Page 40	Minimum required SAN Storage Specifications, Sr. No. 4 Storage Capacity	A minimum of 50 percent of total disk slots (separately in each of the above-mentioned disk types) in the SAN system should be free after achieving required capacity, for future capacity enhancement supporting all kinds of SSD disks as mentioned above so that the capacity could be enhanced by adding only additional disks in to these empty slots. All required licenses for additional empty slots should be provided from day one.	A minimum of 50 percent of total disk slots (separately in each of the above mentioned disk types) in the SAN system should be free after achieving required capacity, for future capacity enhancement supporting all kinds of **SSD NVMe disks** as mentioned above so that the capacity could be enhanced by adding only additional disks in to these empty slots. All required licenses for additional empty slots should be provided from day one.
14.	Annexure 1 Page No 39	Minimum required SAN Storage Specifications, Sr. No. 2 Array Architecture	The storage system should support minimum of 8*32 GBPS or higher front end fiber channel ports to connect with the SAN switch.	The storage system should support minimum of 8*32 GBPS or higher **front / back** end fiber channel ports to connect with the SAN switch.

Sr. No.	Clause No.	Category	Existing Clause	Revised Clause
		Front-end ports —		
15.	Annexure 1 Page No 39-40	Minimum required SAN Storage Specifications, Sr. No. 2 Array Architecture Front-end ports —	The storage system should support minimum 4*10 GBPS SFP+ and 4*25 GBPS SFP+ Ethernet ports with all required optical transceivers and compatible fiber patch cords. All ports shall be active, fully populated, and included in the quoted solution without requiring additional licenses.	The storage system should support minimum **4*25 GBPS SFP28** Ethernet ports with all required optical transceivers and compatible fiber patch cords. All ports shall be active, fully populated, and included in the quoted solution without requiring additional licenses.
16.	Page No. 40	Minimum required SAN Storage Specifications Array features (if any of the features mentioned required license the same should be included as part of the BOM	If any of the features mentioned requires license the same should be included as part of the BOM. Intelligently restripe data as disks are added to optimize performance. The restriping of the data also has to be done across all the controllers. The Storage to include licenses for Snapshots/ Snapshot restore /Virtual disk copy & Thin Provisioning and Thick provisioning. The SAN must allow any LUN provided to a system configured with both types of server connectivity (fiber channel or iSCSI) and must be capable of mapping volumes from one connectivity type to the other without changing or copying the data.	If any of the features mentioned requires license the same should be included as part of the BOM. Intelligently restripe data as disks are added to optimize performance. The restriping of the data also has t o be done across all the controllers, The Storage to include licenses for Snapshots/ Snapshot R e s t o r e /Virtual disk copy & **Thin Provisioning or Thick provisioning.** The SAN must allow any LUN provided to a system configured with both types of server connectivity (fiber channel or iSCSI) and must be capable of mapping volumes from one connectivity type to the other without changing or copying the data.
17.	Annexure 1 Page 41	Minimum required SAN Storage Specifications Storage , Sr. No. 9, scalability —	The array should be scalable to a minimum of 120 disks of the offered configuration of the disk count supporting all kinds of disks as mentioned above, behind the same controllers by adding the appropriate number of spindles and disk shelves	The array should be scalable to a minimum of **70 NVMe SSDS**
18.	Annexure 1 Page No 43	Minimum required SAN Storage Specifications Certification — Sr. No. 19	UL/FCC or Equivalent Govt. Lab Certificate.	UL/FCC/**BIS/Equivalent Certificate.**
19.	Annexure 1 Page 46	Minimum required Router Specifications Sr. no 6 MPLS & VPN Management —	EVPN with VXLAN	EVPN with VXLN **/BGP.**

Sr. No.	Clause No.	Category	Existing Clause	Revised Clause
20.	Annexure 1 Page No. 45	Minimum required Router Specifications Sr. No. 9 Compliance & Certifications —	Immunity: IS14700 (part4, sec11);	Immunity: IS14700 (part4, sec11) **/ IEC 61000-4-11 or equivalent.**
21.	Annexure 1 Page No 48	Minimum required 24 ports L3 TOR Switch specifications, Sr. No. 6 Layer-2 Standards / Additional Standards —	IEEE 802.1ak, 802.1AB, 802.1ad, 802.3ab, 802.3z, 802.3ae	**Compliance with Layer-2 Standards**
22.	Annexure 1 Page No 49	Minimum required 24 ports L3 TOR Switch specifications Sr. No. 8 Security Features — Network Access Control —	802.1x authentication and accounting	**IEEE** 802.1x (authentication and accounting) **/ MAC filtering.**
23.	Annexure 1 Page No 50	Minimum required 24 ports L3 TOR Switch Sr. No. 14 Compliance & Certification — Government Compliance —	Should comply with TEC-ER / GR / IR standards	Government Compliance : Should comply with TEC-ER / GR / **MTCTE / IR standards or equivialent Standards**.
24.	Clause 3, Page 2	Eligibility Criteria for Participation in this Tender/BID, Prior Experience:	The bidder Should have successfully executed / completed similar ICT projects in any Govt. Department /Govt. of India / State Govt. / UT Administration/ autonomous bodies / statutory bodies / Public Sector Undertaking during the last three financial years ending March, 2026. one project having not less than @80% of estimated bid value or Two projects each having not less than @50 % of estimated bid value or Three projects each having not less than @40 % of estimated bid value Similar ICT Project means project involving one or more works /activity related to supply, installation,	The bidder Should have successfully executed / completed similar **ICT projects (Data Center/NOC/SOC) in any Govt. Department /Govt. of India / State Govt. / UT Administration/ autonomous bodies / statutory bodies / Public Sector Undertaking / Nationalized Banks during the last Five financial years ending March, 2026.** · One project having not less than @80% of estimated bid value or · Two projects each having not less than @50 % of estimated bid value or · Three projects each having not less than @40 % of estimated bid value

Sr. No.	Clause No.	Category	Existing Clause	Revised Clause
			configuration, testing, commissioning and integration of the hardware and software components in any Data Centre in Government of India / State Governments / UT administration / PSUs/ Autonomous bodies / Statutory bodies. Note: No exemption is granted to MSME / Startups from the prior experience requirement. The bidder must submit the duly signed copies of purchase order / work completion certificate / sanction orders /payment order /CRAC of GeM portal for the project in this regard.	**Similar ICT Project means project involving one or more Equipment / works /activity related to supply, installation, configuration, testing, commissioning and integration of the hardware and software components in any Data Centre /Network Operation Centre / Security Operation Centre in Government of India / State Governments / UT administration / PSUs/ Autonomous bodies / Statutory bodies/Nationalised banks.** Note: No exemption is granted to MSME / Startups from the prior experience requirement.
25.	Clause No. 16, Point A Page No 27	. Payment Terms	100% Payment of the total contract value shall be released upon successful delivery of all equipment and software at the designated site, submission of invoice, successful installation, configuration, integration, testing, commissioning, and acceptance of the complete solution by the Purchaser.	**A. 50% Payment of the total contract value shall be released upon successful delivery of all items as per BOQ subject to submission of bank guarantee for equivalent amount and remaining 50 % of the total contract value shall be released after successful installation, configuration, integration, testing, commissioning, and acceptance of the complete solution by the Purchaser.**
26.	Annexure 1 Page No 42	Minimum required SAN Storage Specifications, Sr. No. 15, Online LUN migration for flexibility of redeployment	The array should support online LUN migration (transparent of movement of volumes within the array). The functionality should allow cross RAID migration and cross spindle migration	The array should support online LUN migration (transparent of movement of volumes within the array).
27.	Annexure 1 Page No 42	Minimum required SAN Storage Specifications , Sr. No. 12 Global Hot sparing —	System should have capability to designate multiple global hot spares that can automatically be used to replace a failed drive anywhere in the system	System should have capability to designate multiple global hot spares **/ to provide automatic drive failure protection and rebuild capability so that it can automatically be used to replace rebuilt a failed drive/capacity anywhere in the system.**
28.	Clause 10.2 Page No. 9	SCOPE OF WORK, COVERAGE AREA AND JOB DESCRIPTION	The Bidder shall submit, as part of its response, a clear undertaking confirming OEM Professional Services involvement and responsibility for the above activities.	An undertaking on the OEM's official letterhead, duly signed by the authorized signatory of the OEM, confirming the involvement of OEM Professional Services and accepting responsibility for design validation, implementation, integration, testing, commissioning,

Sr. No.	Clause No.	Category	Existing Clause	Revised Clause
				certification and all other activities specified under Clause 10.2
29.	Annexure 1 Page No. 37	Minimum required SERVER Specifications Sr.11: 'SSD capacity : Sr.12: 'Type of SSD :	NVMe 1.9 TB or higher in hardware RAID1 for redundancy' SSD Drive'	NVMe 1.9 TB or higher in hardware RAID1 for redundancy' and meets the specified **minimum 4 GB cache requirement for the data RAID controller, wherever applicable.** **Equivalent OEM-supported configurations / architectures providing the required redundancy and functionality shall be acceptable, subject to compliance with the overall technical specifications.**
30.	Annexure 1 Page No. 45	Minimum required Router Specifications Sr. 3 Interface & Optical Features	40G/10G interfaces shall be SFP+ type	All **40G/10G interfaces shall be QSFP / SFP+ type**
31.	Annexure 1 Page No. 45	Minimum required Router Specifications Sr. 2 Performance & Capacity Requirements	Packet Forwarding Rate: 300 Mpps	Packet Forwarding Rate: 300 **Mpps at 64-byte packets size**
32.	Annexure 1 Page No. 45	Minimum required Router Specifications Sr. 1 Hardware & Physical Specifications	NEBS Level 3 compliant (or equivalent Indian Standard)	NEBS Level 3 compliant **/ equivalent Standard**
33.	Annexure 1 Page No. 45	Minimum required 24 ports L3 TOR Switch specifications Sr 14 Compliance & Certification : Government Compliance	Should comply with TECER / GR / IR standards	Should comply with TEC-ER **/ GR / MTCTE / IR standards or equivalent Standards.**
34.	Annexure 1 Page No. 50	Minimum required 24 ports L3 TOR Switch specifications Sr 14 Compliance & Certification : Security Certification	EAL3 / NDPP / NDcPP under Common Criteria	Security Certification: EAL3 / NDPP / NDcPP**/ IS13252** under Common Criteria/ FIPS Certified
35.	Clause 4, List of Documents	Document Required Sl no 5	Copy of the OEM Authorization Certificate/Manufacturer	**Manufacturer's Authorization Form (MAF) is required to be submitted for the Hardware's**

Sr. No.	Clause No.	Category	Existing Clause	Revised Clause
	Required/to be submitted		Authorization Form (MAF) for all quoted products (Servers, SAN Storage, SAN Switches, TOR Switches, Router and all System Software).	**i.e Servers, SAN Storage, SAN SWITCH, ToR Switches, and Routers.** **For software licenses OEM authorisation letter/certificate from OEM Authorized reseller be submitted**
36.	Annexure 1 Page No. 45	Minimum required Router Specifications Sno 1 Hardware & Physical Specifications	Dual Route processor/ Control module for redundancy	Dual Route processor / Control module **/ Fixed architecture single integrated control processor / Quad-Core processor / equivalent for redundancy in a single unit**
37.	Annexure 1 Page No. 45	Minimum required Router Specifications Sno 4 High Availability Specifications & System Resiliency	provide high availability, redundancy, and load balancing by using two RSP modules	**Provide high availability, redundancy, and load balancing.**
38.	Clause no 18, Page No 27	Bid Validity Point F	The bid shall remain valid up to 180 (One Hundred and Eighty days) from the last date of submission of the Bids.	The bid validity is 90 (Ninety days) from the last date of submission of the Bids.
39.	Clause no 18, Page No 27	Bid Validity Point G	Department of IT, U.T. Chandigarh may request the Bidder for an extension of the period of validity of the Proposal(s) up to 90 more days at a time due the time involved in Bid process management. Bidders will have the right to refuse to extend the validity of bids beyond the said 180 days period and to withdraw the bids. The request and the responses thereto shall be made in writing only	Department of IT, U.T. Chandigarh may request the Bidder for an extension of the period of validity of the Proposal(s) up to 90 more days at a time due the time involved in Bid process management. Bidders will have the right to refuse to extend the validity of bids beyond the said **90 days period** and to withdraw the bids. The request and the responses thereto shall be made in writing only
40.	Sr. No. 24 Page No 38	Minimum required SERVER Specifications Management Features —	The Server should have below mentioned Cloud functionality or equivalent features: Secure connection from customer sites to cloud service; Unified Identity & Access Management; Manages and controls servers regardless of physical location; Subscription-based entitlement; Efficient Device Onboarding Firmware Update Awareness with Intelligent based updates Group firmware Baseline and Compliance monitoring and notification Group based firmware management that can be	The Server should have below mentioned Cloud functionality or equivalent features: · Secure connection from customer sites to cloud service; Unified Identity & Access Management; Manages and controls servers regardless of physical location; **Perpetual-based entitlement**; Efficient Device Onboarding · Firmware Update Awareness with Intelligent based updates · Group firmware Baseline and Compliance monitoring and notification · Group based firmware management that can be scheduled or on-demand · Remote Site management with low bandwidth/high latency network connectivity; Role-

Sr. No.	Clause No.	Category	Existing Clause	Revised Clause
			scheduled or on-demand Remote Site management with low bandwidth/high latency network connectivity; Role-based access and views for managed customer environments; GUI and Rest APIs for core features	based access and views for managed customer environments; GUI and Rest APIs for core features
41.	Annexure 1 Page No. 49	Minimum required 24 ports L3 TOR Switch specifications Sr 9 Monitoring & Telemetry Packet Analysis :	SPAN, RSPAN, ERSPAN	SPAN/RSPAN/ERSPAN/**Port Mirroring**
42.	Annexure 1 Page No. 49	Minimum required 24 ports L3 TOR Switch specifications Sr 7 Virtualization & VLAN VLAN Support:	Minimum 4000 Active VLANs	**Minimum 1000 Active VLANs and solution should support 4000 VLAN .**

New Additions

Sr. No.	Clause No.	Category	New Clause
1.	Clause No 3 Page 2	Eligibility Criteria for Participation in this Tender/BID	The OEM shall hold valid ISO 9001, ISO 14001, ISO 20000-1, ISO 27001 and BIS certification (*Documents to be submitted along with bid)
			The MAC address OUI (Organizationally Unique Identifier) of the servers, or any other hardware required to make the system complete must be registered in the name of quoted OEM of the product. (OEM Declaration on MAC Address)
2.	Clause 4, List of Documents Required/to be submitted	Document Required Sl no 23 Slno24 Slno25 Slno26 (New Addition)	Authorization Letter by the bidder for the SLA Response time based on severity (High /Medium /Low) OEM Declaration on MAC Address All valid documents –(valid ISO 9001, ISO 14001, ISO 20000-1, ISO 27001 and BIS certification) Undertaking on the OEM's official letterhead, duly signed by the authorized signatory of the OEM, confirming the involvement of OEM Professional Services and accepting responsibility for design validation, implementation, integration, testing, commissioning, certification and all other activities
3.	Clause No.: 10.3 Page No.: 14	Comprehensive Warranty and Support	Defined SLA parameters shall cover incident response, resolution, post-incident reporting, and 24×7 support to ensure effective service planning and operational accountability.
4.	Clause No.: 5	Purchase Preference	Bidders are free to propose to supply the products with or without the Make in India Local content, subject to compliance with the technical

Sr. No.	Clause No.	Category	New Clause
		Policies / Make in India	specifications and other requirements of the RFP. However, preference to Make in India (MII) shall be applicable in accordance with the prevailing Government of India guidelines. .

Deleted Clauses

Sr. No.	Clause No.	Category	Existing Clause
1	Annexure 1 Page No. 49,45, 46	Minimum required 24 ports L3 TOR Switch specifications Sr 8 Security Features Sr. 2 Performance & Capacity Requirements Sr. 3 Interface & Optical Features Sr. 4 High Availability	VLAN Assignment : Dynamic VLAN Assignment Layer-2 Security: IP Source Guard ARP Protection: Dynamic ARP Inspection (DAI), Proxy ARP IPv6 Security: IPv6 RA Guard IPv6 Protection : IPv6 Neighbour Discovery Inspection Source Protection: IPv6 Source Guard L3VPN: 1000 Digital Optical Monitoring (DOM) ITU-T G.8032 Ring Protection (<50ms failover) Support up to 8 Rings (Main & Sub-Ring)
2	Annexure 1 Page 39	Minimum required SAN Storage Specifications, Sr. No. 2 Array Architecture — iSCSI/FCoE host ports	The storage system should support minimum of 4 number of iSCSI and 4 number of FCoE host ports & dedicated NAS port.
3	Annexure-I, Page No.: 41	Clause No.: Sr. No. 7 Minimum required SAN Storage Specifications,– 10/25 Gbps iSCSI Host ports	Minimum 4 Nos. All ports shall be active, licensed, and supplied with the required transceivers/cables

Director, Information Technology
Chandigarh Administration

Annexure A : Price Break Up (BoM)

Sr No.	Items	Qty (A)	Unit Rate excl. GST (B)	GST on Unit Rate (C)	Total Cost incl. GST D = (B+C) × A
A	HARDWARE :				
1	Server	10			
2	SAN Storage	1			
3	SAN Switch	2			
4	Router	1			
5	TOR Switch	4			
B	SOFTWARE / LICENSES :				
6	Windows server 2025 Data Centre 24 core or higher licenses as per supplied server configuration	20			
7	SQL Server 2025 Standard (2 core license)	48			
	GRAND TOTAL				

1. Project Background

The State Data Centre (SDC), U.T. Chandigarh serves as the centralized infrastructure facility for hosting mission-critical applications, databases, and digital governance services for various departments of the UT Administration. In order to strengthen the computing and storage infrastructure of the SDC, it is proposed to deploy enterprise-grade servers, storage systems and associated networking components along with system software including database management systems.

The selected bidder shall be responsible for the end-to-end supply, installation, configuration, testing, commissioning and integration of the required hardware and software components in the existing Data Centre environment at Sector 42, U.T. Chandigarh while ensuring high availability, security, scalability and optimal performance. The selected bidder is also responsible for documentation, training and knowledge transfer as per this bid document.

The estimated bid value of this tender is Rs.24 Core(Approximately)

2. Project Objectives

The objectives of this project / bid are:

- To deploy high-performance enterprise servers capable of hosting multiple (virtual machines) government applications through virtualization environment.
- To establish centralized SAN based storage infrastructure for efficient data management.
- To implement a robust high-availability infrastructure comprising redundant network components, storage controllers, SAN switches, and a virtualization platform supporting high-availability virtual machines (VMs), enabling automatic failover, workload resilience, and uninterrupted service delivery.
- To deploy and configure system software and database management systems for application hosting.
- To ensure seamless integration with the existing network, virtualization, monitoring and power & power backup infrastructure of the Chandigarh Data Centre at Sector 42, U.T. Chandigarh.
- To provide secure, scalable and manageable infrastructure capable of supporting future expansion.
- To ensure the preparation of comprehensive technical and operational documentation, conduct user and administrator training, and facilitate complete knowledge transfer to designated

personnel for effective system administration, maintenance, and future scalability.
- Post installation warranty and technical support.

3. Eligibility Criteria for Participation in this Tender/BID

Subject to provisions in the Bid Document, participation in this Tender/Bid Process is open to all bidders who fulfil the 'Eligibility' /'Qualification' criteria. Bidder should meet the following eligibility/qualification criteria as of the date of his bid submission and should continue to meet these qualification criteria till the award of the contract.

S.No	Criteria	Documents to be submitted
1.	The Bidder must be legal entity.	Certificate of Incorporation/ Registration Certificate etc., as applicable issued by relevant authority in India.
2.	Bidder should have valid GST registration certificate	Copy of GST Registration Certificate
3	EMD The EMD should be valid for a minimum period of three months from the last date fixed for bid submission	An EMD of @ 2% of the estimated bid value is to be submitted in the form of Bank Guarantee/Demand Draft/FDR in favour of the Director, Information Technology, Chandigarh. The original EMD shall be submitted to Department of Information Technology, Additional Deluxe Building, Fifth Floor, Sector-9, Chandigarh on or before the last date and time fixed for bid submission i.e. 4.00 PM on 17-08-2026. For EMD exemption, bidder must submit the valid supporting document as per GoI guidelines.
4.	Bid specific OEM Authorization / MAF for participating in the Bid	Authorization letter/MAF from OEM allowing the bidder to participate in this Bid.
5.	**Turnover**: Bidder should have	Turnover certificate duly signed

	minimum Average Annual Turnover @ 50% of the estimated bid value during the latest three financial years (i.e FY 2023 – 24, FY 2024 – 25 and FY 2025 – 26). **Note**: No exemption is granted to MSME / Startups from the turnover requirement.	by a registered Chartered Accountant with UDIN number.
6	**Net Worth**: The bidder should have a positive net worth at the end of March, 2026. **Note**: No exemption is granted to MSME / Startups from the net worth requirement.	Net worth certificate duly signed by a registered Chartered Accountant with UDIN number.
7	**Prior Experience**: The bidder Should have successfully executed / completed similar ICT projects in any Govt. Department /Govt. of India / State Govt. / UT Administration/ autonomous bodies / statutory bodies / Public Sector Undertaking during the last three financial years ending March, 2026. • one project having not less than @80% of estimated bid value or • Two projects each having not less than @50 % of estimated bid value or • Three projects each having not less than @40 % of estimated bid value Similar ICT Project means project involving one or more works /activity related to supply, installation, configuration, testing,	The bidder must submit the duly signed copies of purchase order / work completion certificate / sanction orders /payment order /CRAC of GeM portal for the project in this regard.

	commissioning and integration of the hardware and software components in any Data Centre in Government of India / State Governments / UT administration / PSUs/ Autonomous bodies / Statutory bodies. **Note**: No exemption is granted to MSME / Startups from the prior experience requirement.	
8.	The Bidder or any of its subsidiaries should not have been blacklisted by any Govt. Department /Ministry of Govt. of India / State Govt / UTs /autonomous organization / statutory bodies/Public Sector Undertaking during the last five years.	An Affidavit by the authorized signatory duly notarized on ₹100/- (Rupees One Hundred only) Stamp Paper.
9	Minimum OEM Warranty of Five Years backed by OEM, for each component of this bid along with post installation technical support	The duly signed and stamped certificate issued by OEM in OEM letterhead

4. List of Documents Required/to be submitted

The bidder should upload the scanned copy of the following documents duly signed by the authorized signatory along with technical bid.

S. No.	Document Required	Enclosed (Yes/No)
1	Letter of appointment of authorized signatory to submit the bid wherever applicable. This should in the organisation letter head duly signed and stamped.	
2	Copy of Certificate of Incorporation/Registration of the Bidder as applicable	
3	Copy of GST Registration Certificate.	
4	Copy of EMD / EMD exemption certificate as applicable (MSME/Star up etc. as applicable)	

S. No.	Document Required	Enclosed (Yes/No)
5	Copy of the OEM Authorization Certificate/Manufacturer Authorization Form (MAF) for all quoted products (Servers, SAN Storage, SAN Switches, TOR Switches, Router and all System Software).	
6	Copy of the Turnover certificate duly signed by a registered Chartered Accountant with UDIN number	
7	Copy of the Net worth certificate duly signed by a registered Chartered Accountant with UDIN number	
8	Copies of the purchase order / work completion certificate / sanction orders /payment order /CRAC of GeM portal for establishing experience criteria	
9	Copy of the Affidavit by the authorized signatory duly notarized on ₹100/-(Rupees One Hundred only) Stamp Paper for non-black listing.	
10	Copy of the certificate duly signed and stamped by OEM in OEM letterhead for a Minimum Warranty of Five Years for each component along with post installation technical support.	
11	The bidder shall clearly specify the Make and Model of all proposed hardware, networking equipment, storage systems, and other components offered under the solution.	
12	Bid-specific OEM undertaking confirming that the offered products are not End-of-Life (EOL) and shall have a minimum residual support life of five (05) years.	
13	OEM undertaking confirming Make in India local content compliance (Class-I/Class-II as applicable).	
14	Technical Compliance Statement on OEM letterhead against all tender specifications.	
	OEM Product Datasheets/Brochures for all quoted products along with certificate of on-site warranty for each item.	
15	Genuine Microsoft Windows Server License Certificate/Declaration from bidder.	
16	Undertaking regarding restrictions on procurement from entities sharing land borders with India as per declaration rule GFR 144(xi).	
17	Copy of Annexure-I (Details of Product Offered) duly filled with Make, Model and Factsheets duly signed and stamped by authorized signatory.	
18	Copies of Annexure- I, II, III, IV duly signed and stamped by authorized signatory	
19	Malicious Code Certificate	

S. No.	Document Required	Enclosed (Yes/No)
20	Copy of complete tender document, corrigenda and amendments duly Signed and stamped as token of acceptance of terms and conditions of this bid.	
21	All declarations, undertakings and certificates required under the tender document, ATC and GeM bid conditions.	
22	Any other document specifically required under GeM bid parameters, eligibility criteria or corrigenda issued subsequently.	

Note: Uploading the Price Break-up/Financial bid along with the Technical Bid shall lead to rejection of the bid.

5. Purchase Preference Policies of the Government

DoIT Chandigarh reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives (policies relating to Make in India; MSME; Start-ups etc.) issued by the Government from time to time.

1) Bidders from Micro, small & Medium Enterprises (MSMEs) under Public Procurement Policy for the Micro, small & Medium Enterprises Order, 2012 as amended from time to time.
2) Start-ups Bidders as per the orders issued by Ministry of Finance, Department of Expenditure, Public Procurement Division time to time and subsequent clarifications; and/ or
3) Any other category of Bidders, as per any Government Policies, announced from time to time, if so provided in the Bid document.

6. Pre-bid Conference:

Pre-Bid will be held on 05.08.2026 at 03:00 PM at O/o Department of Information Technology Chandigarh, 5th Floor, Additional Deluxe Building, Sector 9, Chandigarh. Hybrid mode may be considered on specific request of the prospective bidder. All pre-bid queries to be sent through e-mail to dit-chdut@nic.in at least 1 day before i.e. 04.08.2026 up to 03:00 PM.

7. Submission of Bids:

1) All Bids along with complete documents must be uploaded on or before the time and date fixed for submission of the bid on GeM portal.
2) No manual Bids shall be entertained.
3) Bidder must comply with the conditions of the GeM portal, including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must

not make any changes to the contents of the documents while uploading, except for filling in the required information.

4) All documents should be duly signed and stamped by the authorized signatory.
5) The original EMD shall be submitted in the **O/o Director Information Technology, Fifth Floor, Additional Deluxe Building, Sector-9 Chandigarh** on or before the last date and time fixed for submission of bid.

8. Bid Opening

The technical bid shall be opened online on GeM portal at the specified date and time given in Bid document generated by GeM. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day at the same time. Only technically qualified bidders will be considered for opening of financial bid. Time and Date of opening of financial bid will be intimated through GeM.

9. Disclaimers and Rights of Buyer Department

The issue of the Tender/ Bid Document does not imply that the Buyer Department is bound to select bid(s), and it reserves the right without assigning any reason to:

a) reject any or all of the Bids, or
b) cancel the tender process; or
c) abandon the procurement of the Product/Services; or
d) Issue another tender for identical or similar Product/Services.

SCOPE OF WORK, COVERAGE AREA AND JOB DESCRIPTION

10.1 Requirement

End-to-end supply, installation, configuration, testing, commissioning and integration of the required Server Infrastructure, SAN Storage, SAN & TOR Switches and System Software including Operating system, Database Server at Chandigarh Data Centre, Sector 42, Chandigarh as per the specification mentioned in **Annexure-I**.

10.2 Broad Scope of Work

The scope of work shall include but not be limited to:

1. Supply, installation and configuration of enterprise-grade servers.
2. Supply, installation and configuration of SAN storage systems.
3. Supply, installation and configuration of SAN & TOR switches.
4. Installation and configuration of System Software including Operating Systems.
5. Installation and configuration of Microsoft SQL Server database.
6. Integration with the existing SDC infrastructure like network & power infrastructure.
7. Testing, commissioning and performance validation of all components supplied.
8. Documentation, training and knowledge transfer.
9. Post-installation comprehensive warranty for five years and technical support.

The proposed solution shall be designed, implemented, integrated, validated, and commissioned by the Original Equipment Manufacturer (OEM) Professional Services, using the Customer Requirements; OEM's prescribed & published best practices, validated design methodologies, implementation guidelines, and test/acceptance procedures. The bidder shall ensure that the OEM Professional Services bears end-to-end responsibility for:

- Detailed design validation against customer technical and business requirements.
- Implementation and integration of the proposed solution.
- Execution of testing, commissioning, and interoperability validation in accordance with OEM best practices and customer acceptance criteria.
- Remediation of deviations, defects, and performance issues identified during implementation and testing.
- Formal certification that the deployed solution conforms to OEM-recommended architecture and meets the customers' approved

requirements.

The project shall not be considered complete, nor shall final acceptance be granted, until all agreed customer requirements, OEM compliance checks, test results, documentation deliverables, and issue closure items have been fully completed and signed off by the customer.

The Bidder shall submit, as part of its response, a clear undertaking confirming OEM Professional Services involvement and responsibility for the above activities. The Bidder shall also provide documentary evidence, where requested by the Customer, including OEM authorization, implementation methodology, validation approach, testing procedures, and certification commitments.

10.3 Detailed Scope of Work

- **Supply of Hardware Infrastructure**

The bidder shall supply all hardware components required for the successful deployment of the infrastructure including but not limited to servers, storage systems, router & switches, rack accessories and all necessary cables, connectors etc.

The supplied equipment shall be enterprise grade, brand new, and sourced from original equipment manufacturers (OEMs) and shall comply with industry standards for data center environments. **Any other hardware, software, licenses, accessories, connectors, cables, tools or services required for successful implementation and operation but not specifically mentioned herein shall be deemed to be included within the bidder's scope without any additional cost to the purchaser.**

- **Supply, installation, configuration, testing, commissioning of enterprise-grade Rack Servers**

The bidder shall supply rack-mounted / mountable enterprise servers designed for high performance computing workloads and database applications.

The servers shall include the following capabilities:

- Latest generation multi-core processors capable of supporting virtualization and high processing loads.
- High capacity RAM with provision for future expansion.
- Redundant hot-swappable power supply units to ensure uninterrupted operation.
- High-speed network interfaces including multiple Ethernet ports.

- Hardware RAID controller with battery backed cache.
- Internal NVMe SSD disk drives for operating system installation.
- Support for Fiber Channel connectivity for SAN storage.
- Remote server management module enabling out-of-band monitoring and troubleshooting.

The bidder shall perform the following activities for server installation:

- Rack mounting of servers in designated racks.
- Power connection through redundant PDUs (PDUs already available in Data center).
- Network connectivity with data center switches.
- Configuration of BIOS settings and system firmware.
- RAID configuration for internal disks if required.
- Hardware diagnostics and verification.

The servers shall be configured for optimal high performance in virtualized environment and compatible with the SAN storage environment with existing network, Firewall & power environment.

- **Supply, installation, configuration, testing, commissioning of SAN Storage System**

The bidder shall provide an enterprise class Storage Area Network (SAN) system capable of supporting high performance applications and large-scale data storage requirements.

The SAN storage system shall include:

- Dual active-active storage controllers.
- Redundant cache and power supplies.
- NVMe SSD disk drives.
- Support for specified RAID levels.
- Storage virtualization capabilities.
- Thin provisioning to optimize storage utilization.
- Snapshot and cloning features for data protection.
- Storage replication capabilities for disaster recovery.
- Storage monitoring and management software.

The bidder shall perform the following activities:

- Physical installation of the storage system in racks.
- Connection of storage controllers to SAN switches.
- Creation of storage pools and volumes.
- Allocation of Logical Unit Numbers (LUNs).
- Mapping of storage volumes to application/database servers.
- Configuration of performance optimization parameters.

The storage system must support high IOPS workloads as specified in the specification parameters for database transactions and enterprise applications.

- **Supply, installation, configuration, testing, commissioning of SAN Switches**

The bidder shall supply enterprise grade Fiber Channel SAN switches required for connectivity between servers and the SAN storage system.

Each SAN switch shall support:

- High-speed Fiber Channel ports.
- Fabric management capabilities.
- Port zoning and security features.
- Redundant power supply modules.
- Support for multi-path connectivity.

To ensure high availability, the bidder shall configure dual SAN fabrics so that storage connectivity remains uninterrupted in case of a failure of any single component.

The bidder shall perform the following tasks:

- Installation of SAN switches in racks.
- Fiber channel cable connectivity between servers and storage.
- Configuration of zoning and port allocation.
- Implementation of multipath connectivity.
- Validation of SAN fabric connectivity.

- **Data Centre Cabling and Rack Infrastructure**

The bidder shall supply and install all required accessories including:

- Fiber channel patch cords
- Ethernet cables
- Rack mount kits
- Cable management trays
- Labelling and documentation of cables

All cabling shall comply with data center standards and best practices to ensure proper airflow, cable management and maintainability.

- **Installation and Configuration of Operating System**

The bidder shall install and configure the operating system on the supplied servers. This shall include:

- Installation & configuration of operating systems -Windows Server 2025 Data center edition & creation of virtual machines.
- Configuration of network interfaces.
- Configuration of storage volumes mounted from SAN.
- Integration with domain or directory services if required.
- Installation of security patches and updates.
- Hardening of operating system as per security guidelines.
- Configuration of administrative access and remote management.
- Configuration of virtualization & clustering environment to maintain high availability.
- Installation & configuration of Windows SUS server.

The operating system shall be configured to ensure stability, security and optimal resource utilization in all Virtual Machines as required in accordance with Microsoft best practices for enterprise environments

- **Installation and Configuration of Database Software**

The bidder shall install and configure Microsoft SQL Server database software on the designated servers/virtual machines.

The scope shall include:

- Installation of SQL Server software with required licenses.
- Configuration of SQL Server instances.
- Creation of databases if required by the department.
- Configuration of memory and CPU allocation.
- Optimization of database parameters for performance.
- Configuration of SQL authentication and security settings.
- Setup of database backup and recovery mechanisms.
- Implementation of database maintenance plans.
- Configuration of high availability features such as clustering or replication if required.

The bidder shall ensure that SQL Server is configured in accordance with Microsoft best practices for enterprise database environments in virtual environment.

- **Integration with Existing State Data Centre Infrastructure**

The bidder shall ensure seamless integration with the existing SDC ecosystem including:

- Core network infrastructure
- Core power infrastructure
- Monitoring and alerting systems
- Security infrastructure including firewalls and access
- control systems

The bidder shall coordinate with the Data Centre operations team and NIC administrators during integration activities.

- **Testing and Commissioning**

After installation and configuration, the bidder shall conduct comprehensive testing of all components to ensure the proper functioning of the complete deployed infrastructure. Testing should be done in prevailing industry standard & best practices & shall include but not limited to:

Hardware Testing

- Verification of server hardware
- Disk health verification
- Power redundancy testing
- SAN connectivity testing
- Connectivity testing of Router & TOR switches

Storage Testing

- LUN accessibility verification
- Storage failover testing
- RAID functionality validation

Database Testing

- SQL Server performance testing
- Database connectivity testing
- Backup and restore verification

Performance Testing of all components

- Server, SAN, SAN/TOR switches, Router
- Storage throughput testing
- IOPS performance validation
- Application simulation testing

Any other testing as desired by the Department during installation process. Formal commissioning of the infrastructure shall follow the successful completion of testing.

- **Documentation**

The bidder shall provide comprehensive documentation including:

- Infrastructure architecture diagram
- SAN topology diagram
- Server configuration documentation
- Storage configuration details

- SQL Server configuration documentation
- Network connectivity details
- Standard operating procedures for administration

Documentation shall be submitted in both hard copy and electronic formats.

- **Training and Knowledge Transfer**

The bidder shall conduct training sessions for the technical staff of the department covering:

- Server administration
- SAN storage management & administration
- SAN/TOR switch configuration
- Database administration
- VM creation & configuration
- Clustering environment configuration & process.
- Backup and recovery procedures
- Troubleshooting techniques

Training shall include both theoretical and hands-on sessions.

- **Comprehensive Warranty and Support**

The bidder or its OEM shall provide comprehensive support including:

- Minimum five years' comprehensive onsite warranty for all hardware components supplied under this tender.
- 24 x 7 OEM level technical support for critical issues under comprehensive onsite warranty.
- Firmware and software updates.
- Technical assistance for system configuration issues
- All other issues as per OEM manual.

- **Defect Rectification during warranty**
  - The bidder shall rectify, repair, or replace any defective hardware, software, firmware, configuration, or installation defects detected during the warranty period at no additional cost.
  - Any repaired or replaced component shall carry the balance warranty of the original equipment or 90 days, whichever is longer.
  - If the same component fails repeatedly (three or more times within a period of six months), the Purchaser may require permanent replacement with a new OEM component of equivalent or higher specification.
  - The warranty period for repaired or replaced equipment shall continue without interruption, and the bidder shall ensure uninterrupted support throughout the warranty period.

- **Deliverables**

The bidder shall provide the following deliverables:

- Installed, Configured and operational server infrastructure
- Installed, Configured and operational SAN storage system & SAN switches
- Installed, Configured and operational Router & TOR Switches
- Installed, Configured and operational operating systems & submit Licenses
- Installed, Configured and operational optimized Microsoft SQL Server & submit Licenses
- Integration with the existing SDC infrastructure like network, power & security.
- Testing and commissioning reports
- Complete technical documentation
- Installation & configuration documents of each item supplied under project.
- Training completion report

11 A. GENERAL CONDITIONS OF CONTRACT (GCC)

This Contract between the Seller and the Buyer, is for end-to-end supply, installation, configuration, testing, commissioning and integration of the required hardware and software components at Chandigarh Data Centre, Sector-42 Chandigarh including documentation, training, post installation warranty and technical support, in accordance with the General Terms and Conditions (GTC) as available on the GeM portal (unless otherwise superseded by Goods/ Services specific Special Terms and Conditions (STC) and/ or BID Additional Terms and Conditions (ATC), as applicable.

- **Terms of delivery**: Free Delivery at Chandigarh including loading/ unloading at the place mentioned by the IT department. In respect of items including all system software requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification/ STC/ ATC), and the cost of the same is also included in the Contract price.
- Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organization. Seller may get the same confirmed from consignee before scheduling delivery.
- A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.
- **Delivery period**: The project shall be completed within 90 days from the date of issuance of work order. The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto with due justification shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.
- **Performance Security**: The selected bidder shall submit the performance security @ 5% of value of the work order in the form of Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank in favour of **O/o Director Information Technology, Fifth Floor, Additional Deluxe Building, Sector-9 Chandigarh** valid till sixty days after the completion of warranty period, within seven days from the date of work order. The EMD will be retuned on submission of performance security by the successful bidder. If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.
- **Taxes and Duties**: Bid Prices are all inclusive i.e. including all

taxes, duties, GST, local levies / transportation / loading-unloading charges, commissioning, manpower, boarding, lodging etc. Break-up of GST shall be indicated by the Seller while raising invoice / bill on GeM.

- **Octroi Duty and/ or other local taxes**: Bid Prices are all inclusive; hence, no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc.).
- **Limitation of Liability**: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here as per applicable Indian Law.
- **Resolution of disputes**: All the disputes will be resolved within the jurisdiction of courts in Chandigarh and governed by Indian Laws.
- **Liquidated Damages**: If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week of delayed period as pre-estimated damages not exceeding 10% of the contract/bid value without any controversy/ dispute of any sort whatsoever.
- Queries regarding the said bid will only be submitted through GeM. Any query submitted through any other mode will not be entertained.
- **Consortium**: Consortium is not permitted.
- **Purchase preference**: The price preference will be given to Clause I / Clause II local supplier as per the policy of GoI.
- The Financial bid / Price break up shall not be submitted along with technical bid.
- Bid price / amount should be quoted in Indian Rupee only. Bid price shall be quoted both in Words and figures. In case of discrepancy, the amount written in words shall be treated as final.
- The bidder should not indulge or engage directly or indirectly in any corrupt, fraudulent, undesirable, restrictive practices and maintain probity in respect of this tender. If such practices come to the notice of IT Department, U.T. Chandigarh in future, the bid submitted by the bidder will be rejected and such bidder will be black listed / debarred from participating the tenders floated by IT Department, U.T. Chandigarh for a period of five years.
- Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and system / power failure at the Bidders end. To avoid losing out on bidding because of above-mentioned reasons, it is advised not to wait for the last moment for submitting their bids.
- Canvassing, whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection.
- The bidder shall not be permitted to bid for supplies if his near

relative is posted as accountant or as an officer in any capacity between the grades of Director or Dy. Director (both inclusive) in IT Department, U.T. Chandigarh. He shall also intimate the names of person who are working with him in any capacity or are subsequently employed by him and who are near relatives to Director / Dy. Director in IT Department, U.T. Chandigarh.

11 B. Additional Terms and Conditions

- The Supplier shall provide on-site OEM warranty for Five years along with post installation technical support to the equipment supplied, as mentioned at **Annexure I**. Documents/ Certificates related to such warranty must be provided to this office and shall be the property of this office.
- OEM authorization for all equipment should be submitted by the bidder.
- End-to-end supply, installation, configuration, testing, commissioning and integration of the required hardware and software components at Chandigarh Data Centre, Chandigarh is the sole responsibility of the supplier.
- Financial bid /Price break-up must not be uploaded with Technical Bid. Bids will summarily be rejected if price break-up/financial bid is uploaded with the Technical Bid.
- Alternate bids / multiple bids will summarily be rejected.
- **EMD EXEMPTION:** The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC and GoI guidelines with the bid.
- Bids submitted by consortium / joint venture will summarily be rejected. Consortium in any form will not be accepted.
- Actual installation, configuration, testing, commissioning and integration of the required hardware and software components required to be done at **Mini Data Centre, Sector 42, UT Chandigarh or any other Location in Chandigarh** as specified during or before supply.
- Bidder financial standing**:** The bidder should not be under liquidation; court receivership or similar proceedings and should not be bankrupt.
- Bidders shall quote only those products in the bid, which are not obsolete in the market, and has at least 5 years' residual life for Server. The OEM before 5 years shall not declare the offered product as EOL. A bid specific Undertaking from the OEM letterhead has to be submitted by the bidder along with the GeM bid.
- Bidder's offer is liable to be rejected if they don't upload any of the certificates/ documents sought in the Bid document, ATC and

Corrigendum if any.

- EMD Exemption will be treated as per the Govt Rules (Manufacturers, bidder Assessed, Start-up registered under the DPIIT (Department for Promotion of Industry and Internal Trade)/ Start up India of the relevant category will be given EMD Exemption. EMD should reach this office on or before closing date and time of the submission of the GeM bid.
- Specifications and warranty of the offered product should be available through serial number search/tracking on the website of the OEM.
- OEM must have online system hardware diagnostics facility and download updates of software's, device drivers and firmware on its website for server.
- OEM logo should be embossed on all the equipment's to be supplied as per the bid / work order as applicable.
- Bidders shall submit EMD @ 2 % of estimated bid value in form of Demand Draft (payable at Chandigarh) or Bank Guarantee or FDR in favour of Director Information Technology, UT Chandigarh. Bidder has to upload the scanned copy along with the technical bid and original EMD should reach this office on or before closing date and time fixed for submission of the GeM bid. The EMD shall be valid for a minimum period of three months from the last date fixed for bid submission.
- Successful bidder has to submit the Performance Security @ 5 % of the bid value in the form of Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank pledged in the name of the Director, Information Technology, Fifth Floor, Additional Deluxe Building, sector-9, UT Chandigarh within Seven days of the Contract Generation on GeM. The validity of the performance security shall be 5 years and 60 days. Payment to the bidder will be released only after successful validation of the Performance Security.
- **Authorization Certificate** - The bidder must Submit the Ink signed Authorization Certificate specific for this bid. Wherever Authorized Distributors/vendors are submitting the bid, Manufacturers Authorization Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid (**Annexure II**)
- **Datasheet of the offered product** by the OEM has to be uploaded to verify the specifications quoted by the bidder. Buyers can match and verify the Datasheet with the product specifications offered. In

case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

- The Bidder has to submit the **Genuine Windows Certificate** for windows server on its letterhead for the said bid. Moreover, if the windows are found to be not genuine, the department will deduct the amount of Rs 1,00,000 per License for windows along with 25% penalty for the Total order value along with Statutory Govt Deductions.

- The price preference for Make in India Local content i.e. Class 1 (50%) or Class 2 (20%) will be considered as per applicable policy of GoI.

- The bidder has to submit a certificate regarding **restrictions on procurement** from OEM/bidder of a country which shares land border with India.

- **Warranty period** of the supplied Hardware products shall be minimum of Five (05) years from the date of final acceptance of goods or after completion of installation, commissioning & testing of item whichever is later. OEM Warranty certificates must be submitted by Successful Bidder during commissioning of the items. Seller or its OEM should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service.

- **Malicious Code Certificate**: The seller / bidder should upload following certificate in the bid: - (a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to: - (i) Inhibit the desires and designed function of the equipment. (ii) Cause physical damage to the user or equipment during the exploitation. (iii) Tap information resident or transient in the equipment/network. (b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

- **Scope of supply** (Bid price to include all cost components): Supply, Installation, configuration, integration, Testing Commissioning of all Items and Training of operators and providing Statutory Clearances required (if any).

- The purchaser reserves the right to cancel the bid without assigning any reason for the same.

- All disputes, differences, claims, or questions arising out of or relating to this tender shall be subject to applicable Indian Laws and under the exclusive jurisdiction of the courts located at Chandigarh only.

- No extra cost will be paid for higher configuration over and above the specification given in this bid document. However, bidder / OEM having higher configuration can also participate in the tender. Specifications of Hardware and Software shall be compliant to each other.

- Even though the bidder meets the all qualifying criteria, they are subject to be disqualification in case of following conditions: -The bidder has made any false representation in the forms, statements and attachments submitted in proof of the pre-qualification/Technical specifications requirements.

- Purchaser reserves the right to blacklist a bidder for minimum of Five (05) years, in case bidder failed to honor his/her bid without sufficient grounds or in case he/she fails to comply with the provision of terms and condition of the bid document as well as codal provision of GFR Rules, Instructions and Guidelines issued in this behalf by the Chandigarh Administration from time to time.

- Incomplete bid shall not be entertained. Bidder shall submit all requirement documents duly signed by the authorized signatory along with the technical bid.

- The servers must be delivered and installed within (90 days) from the date of issuance of the purchase order. If the bidder fails to supply the servers (as per the Tender), a penalty @0.5% of Tender Value per week of delayed period not exceeding 10% of the contract value shall be levied.

- **Site Visit / Field Visit**: The prospective bidder desired to visit the project site at Sector 42, Chandigarh shall do so on his / her own expenses and contact the SIO, NIC, U.T. Chandigarh for facilitation / permission.

1. <u>Preparation of Bids</u>

1.1 Language of the bid: English

The bid submitted by Bidder and all subsequent correspondence and documents relating to the bid exchanged between Bidder and the buyer Department shall be written in **English** Language. In case of documents in other language, true translation of the same in English shall also be uploaded.

1.2 Cost of Bidding

The Bidder(s) shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, submission, and subsequent processing of their Bids, including, but not limited to, preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which the buyer department may require, or any other costs incurred in connection with or relating to their Bids. All such costs, losses and expenses shall remain with the Bidder(s), and the Buyer Department shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Bidder(s) for participation in the Tender/Bid Process, regardless of the conduct or outcome of the Tender process.

1.3 Interpretation of Provisions of the Tender Document

The provisions contained in this Tender Document shall be interpreted in their proper context and in conjunction with the document as a whole. Any interpretation that is inconsistent with the intent, scope, or context of the relevant provisions, including any strained, artificial, implied, or between-the-lines interpretation, shall not be accepted. In the event of any ambiguity, dispute, or difference in interpretation of any provision of this Tender Document, the interpretation and decision of the Tendering Authority/ IT Department, U.T. Chandigarh shall be final and binding on all bidders.

1.4 Bids are liable to be rejected as non-responsive if a Bidder:

a) Fails to provide and/ or comply with the required information, instructions etc., incorporated in the Tender Document or gives evasive information/ reply against any such stipulations.

b) Furnishes wrong and/ or misguiding data, statement(s) etc.

c) In such a situation, besides rejection of the bid as non-responsive, it is liable to attract other punitive actions under relevant provisions of the Tender Document for violation of the Code of Integrity.

2. <u>Signing and Uploading of Bids</u>

2.1 Relationship between Bidder and GeM Portal

The Buyer Department is neither a party nor a principal in the relationship between Bidder and the organization hosting the GeM portal. Bidders must acquaint and train themselves with the rules, regulations, procedures, and implied conditions/ agreements of the GeM Portal. Bidders intending to participate in the bid shall be required to register on the Portal. Bidders shall settle clarifications and disputes, if any, regarding the Portal directly with them. In case of conflict between provisions of the GeM Portal with the Tender/Bid Document, provisions of the Bid document shall prevail. Bidders may study the resources provided by the Portal for Bidders.

2.2 Signing of bid

The individual signing / digitally signing the bid or any other connected documents should submit an authenticated copy of the document(s), which authorizes the signatory to commit and submit bids on behalf of the bidder as per GeM policy.

2.2.1 Submission/ uploading of Bids.

Submission/ Uploading to the Portal

(a) No manual Bids shall be made available or accepted for submission. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling the required information– otherwise, the bid shall be rejected as nonresponsive.

(b) Bids shall be received only *Online through GeM portal* on or before the date and time fixed for the bid submission as notified in the Bid document generated by GeM.

3. <u>Evaluation of Bids and Award of Contract</u>

3.1 General norms

3.1.1 Evaluation based only on declared criteria.

The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by Bidder in its/ his bid and other allied information deemed appropriate by the Buyer Department. Evaluation of bids shall be based only on the criteria/ conditions included in the Tender Document.

3.1.2 Deviations/ Reservations/ Omissions - Substantive or Minor

1) During the evaluation of Bids, the following definitions apply:

    b) "Deviation" is a departure from the requirements specified in the Tender Document;
    c) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and
    d) "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document.

2) A deviation/ reservation/ omission from the requirements of

the Tender Document shall be considered as a substantive deviation as per the following norm, and the rest shall be considered as Minor deviation:

e) which affects in any substantive way the scope, quality, or performance standards of the Services;
f) which limits in any substantive way, inconsistent with the Tender Document, the Buyer Department's rights or the Bidder's obligations under the contract; or
g) Whose rectification would unfairly affect the competitive position of other Bidders presenting substantively responsive Bids.

3) The decision of the Buyer Department shall be final in this regard. Bids with substantive deviations shall be rejected as non-responsive.
4) Variations and deviations and other offered benefits (Techno-commercial or Financial) above the scope/ quantum of Services stipulated in the Tender Document shall not influence the evaluation Bids. If the bid is otherwise successful, such benefits shall be availed by the Buyer Department, and these would become part of the contract but without any extra / additional cost.
5) The Buyer Department reserves the right to accept or reject bids with any minor deviations. Wherever necessary; the Buyer Department shall convey its observation on GeM portal, on such 'minor' issues to Bidder electronically through GeM portal etc. asking Bidder to respond by a specified date electronically. If Bidder does not reply by the specified date or gives an evasive reply without clarifying the point at issue in clear terms, that bid shall be liable to be rejected as nonresponsive.

3.1.3 Clarification of Bids and shortfall documents

The Buyer Department reserves its right to, but without any obligation to do so, to seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the Bid Opening, and which have not undergone change since then and does not grant any undue advantage to any bidder. There is a provision on the portal for requesting Short-fall documents from the bidders. The system allows taking the shortfall documents from any bidders only once after the technical bid opening.

3.1.4 Contacting Buyer Department during the evaluation

From the time of bid submission to awarding the contract, no Bidder shall contact the Buyer Department on any matter relating to the submitted bid. If a Bidder needs to contact the Buyer Department for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence the Buyer Department during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as non-responsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

14 Evaluation of Bids

14.1. Preliminary Examination of Bids - Determining Responsiveness

A substantively responsive bid is complete and conforms to the Tender/Bid Document's essential terms, conditions, and requirements, without substantive deviation, reservation, or omission. Only substantively responsive bids shall be considered for further evaluation. Unless otherwise stipulated in the Bid/ Tender Document, the following are some of the crucial aspects for which a bid shall be rejected as nonresponsive:

1 Bidder is not eligible to participate in the bid as per laid down eligibility criteria;
2 The Services offered are not eligible as per the provision of this tender.
3 Bidder has quoted conditional bids or submitted more than one bid or alternative bids.
4 The bid departs from the essential requirements stipulated in the bidding document;
5 Non-submission or submission of illegible scanned copies of stipulated documents/ declarations.
6 Non- responsiveness may also be determined in view of the rules and guidelines issued by Government of India time to time.

14.1.1 Evaluation of Financial Bids and Ranking of Bids

14.1.1.1 Ranking of Financial Bids (LCS method)

Evaluation of the financial bids shall be based on the total cost / price quoted for supply, installation, configuration, testing, commissioning and integration of all the items mentioned at **Annexure I**. Financial Bids of only technically qualified bids will be opened and evaluated and ranked to determine the lowest priced bidder (L1). Ranking will be done by the GeM portal as per GeM process.

A. The technically qualified Bidders only will be considered for financial bid opening and evaluation.

B. The Work order will be issued to the lowest bidder for all the items mentioned in this bid taken together. No item wise evaluation shall be done.

C. The Price quote Format (BOQ) should not be changed or altered or tampered. If the Quote form is found to be tampered; the quote will be summarily rejected.

D. The quote should not contain any conditional offers or variation clauses otherwise, the Quotes will be summarily rejected.

E. The cost quoted by the Bidder shall include cost and expenses on all counts viz. cost of equipment, materials, tools/ techniques/ methodologies, manpower, supervision, administration, overheads, travel, lodging, boarding, in-station & outstation expenses, etc. and any other cost involved in the delivery of service.

F. The rates quoted by the Bidder shall be kept firm during the contract period.

G. Escalation of cost will not be **permitted** during the contract period.

H. The Bidder should quote for all the items. Partial Quote is not allowed. Failure tosubmit the offer as per BoQ or partial offer will be liable for rejection of the Quote itself.

14.1.1.2 Consideration of Abnormally Low Bids

Abnormally low bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises substantive concerns as to the Bidder's capability to perform the contract at the offered price. Buyer Department shall in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price concerning scope, schedule, allocation of risks and responsibilities, and any other requirements of the Tender/Bid Document. If, after evaluating the price analyses, Buyer Department determines that Bidder has substantively failed to demonstrate its capability to deliver the contract at the offered price, the Buyer Department shall reject the bid/ proposal, and evaluation shall proceed with the next ranked bidder or cancel the complete bidding process and appropriate incident may be raised on GeM against the bidder or bidder can be blacklisted as per rule.

14.1.1.3 Award of contract in case of multiple L1 bidder

As per GeM system, for the selection of L1 bidder, if required system run / Auto run practice will be followed following Reverse Auction process of GeM.

15. Litigation

Any dispute, difference, claim, or controversy arising out of or in connection with this Bid, the procurement process, participation of any bidder therein, or any contract entered into with the successful bidder, shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of the competent courts at Chandigarh.

16. Payment Terms

A. 100% Payment of the total contract value shall be released upon successful delivery of all equipment and software at the designated site, submission of invoice, successful installation, configuration, integration, testing, commissioning, and acceptance of the complete solution by the Purchaser.
B. All payments shall be subject to statutory deductions as applicable and shall be made only after verification and acceptance by the Purchaser.
C. No advance payment shall be payable under the contract.
D. The bidder shall submit Performance Security @5% of the total cost as stipulated in the tender document as per applicable rule, that shall remain valid for additional 60 days more than the prescribed warranty period for 5 years.
E. Final payments shall be released only upon successful completion of the applicable acceptance tests and certification by the Purchaser.

17. Integrity Pact

The selected bidder shall be required to submit a duly signed Integrity Pact as per the format enclosed in Annexure III in the tender document. The Integrity Pact shall be executed on a non-judicial stamp paper of Rs 100/- and signed by the authorized signatory of the bidder. Submission of the Integrity Pact is mandatory for all bidders shall be submitted along with the technical bid.

The Integrity Pact shall remain valid throughout the procurement process and during the execution of the contract, including warranty/support period, as applicable.

The bidder shall ensure strict compliance with all provisions of the Integrity Pact. Any violation of the Integrity Pact may result in cancellation of the bid/contract, forfeiture of Performance Security, debarment from future bidding and such other actions as deemed appropriate by the Purchaser.

18. Bid Validity:

F. The bid shall remain valid up to 180 (One Hundred and Eighty days) from the last date of submission of the Bids.

G. Department of IT, U.T. Chandigarh may request the Bidder for an extension of the period of validity of the Proposal(s) up to 90 more days at a time due the time involved in Bid process management. Bidders will have the right to refuse to extend the validity of bids beyond the said 180 days period and to withdraw the bids. The request and the responses thereto shall be made in writing only

19. Force Majeure Clause

Force Majeure means any event or circumstance beyond the reasonable control of either Party, which prevents or delays the performance of its obligations under the Contract, and which could not have been prevented or avoided by the exercise of reasonable diligence.

Such events may include, but are not limited to:

A. Natural disasters such as earthquakes, floods, cyclones, storms, lightning, or other acts of God;
B. Fire, explosions, or widespread utility failures not attributable to the affected Party;
C. War (declared or undeclared), armed conflict, invasion, acts of foreign enemies, terrorism, civil unrest, riots, or sabotage;
D. Epidemics, pandemics, or public health emergencies, including restrictions imposed by competent government authorities;
E. Nationwide strikes, lockouts, or industrial disputes (excluding those involving the personnel of the affected Party);
F. Orders, regulations, embargoes, or restrictions imposed by Central, State, or Local Government authorities that materially affect the performance of the Contract;
G. Any other event beyond the reasonable control of the affected Party that renders the performance of contractual obligations impossible or impracticable.

The Party claiming Force Majeure shall:

A. Notify the other Party in writing within seven (7) calendar days of the occurrence of the Force Majeure event, providing reasonable details and supporting evidence.
B. Make all reasonable efforts to mitigate the impact of the Force Majeure event and continue performing those obligations that are not affected.
C. Keep the other Party informed of the status of the event and expected timeline for resumption of normal performance.

During the continuance of a Force Majeure event, the obligations of the affected Party shall be suspended only to the extent and for the duration that performance is prevented by such event. The time for performance shall be extended by a period equal to the duration of the Force Majeure event, without the imposition of penalties or liquidated damages for the affected obligations.

If the Force Majeure event continues for a period exceeding ninety (90) consecutive days, and substantially prevents the performance of the Contract, either Party may terminate the Contract by giving thirty (30) days' written notice to the other Party, without liability except for payments due for work satisfactorily completed prior to the date of termination.

Force Majeure shall not include:

A. Shortage of manpower, equipment, or materials arising from the Vendor's own operations;
B. Financial hardship, insolvency, or inability to arrange funds;
C. Failure of subcontractors or suppliers, unless such failure is itself caused by a qualifying Force Majeure event;
D. Delay in obtaining routine approvals, permits, licenses, or statutory clearances attributable to the Vendor;
E. Failure to maintain adequate redundancy, disaster recovery arrangements, or inventory as required under the Contract.

The bidder shall maintain appropriate Business Continuity Planning (BCP) and capabilities to minimize disruption to Data center upgradation services. A Force Majeure event shall not relieve the bidder from its obligations and logs to the extent reasonably possible.

20. Late Submission of Bids

A. Bids must be submitted on or before the date and time specified in the Bid Schedule of the tender published. The Purchaser shall not be responsible for any delay in submission of bids due to internet connectivity issues, system failures, or any other reason attributable to the bidder.
B. Any bid received after the prescribed deadline for submission of bids shall be treated as late and shall not be considered for evaluation.
C. As the procurement is being conducted through the Government e-Marketplace (GeM), the portal shall automatically prevent submission of bids after the bid closing date and time. No manual acceptance of late bids shall be permitted.
D. The Purchaser shall not be liable for delays arising from technical issues at the bidder's end, including but not limited to network failures, power outages, hardware/software issues, or delays in uploading bid documents.
E. Bidders are advised to complete the submission of their bids well before the deadline to avoid last-minute technical or connectivity issues.

F. No request for extension of the bid submission deadline from an individual bidder shall be entertained after the publication of the RFP. Any extension of the bid submission deadline, if considered necessary, shall be notified uniformly to all prospective bidders through the same procurement portal.

21. Forfeiture of Earnest Money Deposit (EMD)

The Earnest Money Deposit (EMD), if applicable, shall be liable to be forfeited by the Purchaser, without prejudice to any other rights or remedies available under the Contract or applicable law, in the following circumstances:

A. The bidder withdraws, modifies, or amends its bid during the period of bid validity.
B. The successful bidder fails or refuses to accept the Letter of Award (LoA)/Purchase Order/Notification of Award within the stipulated time.
C. The successful bidder fails to furnish the required Performance Security within the prescribed period after issuance of the Letter of Award.
D. The bidder is found to have submitted false declarations, forged documents, or materially incorrect or misleading information in support of its bid.
E. The bidder is found to have engaged in fraudulent, corrupt, collusive, coercive, or obstructive practices during the bidding or evaluation process.
F. The successful bidder fails to execute the Contract Agreement within the stipulated time, where such execution is required under the RFP.
G. Any other act or omission of the bidder that results in cancellation of the award due to the bidder's default.

The forfeiture of the EMD shall be without prejudice to the Purchaser's right to take any other action as permitted under the applicable Government procurement rules, including rejection of the bid, cancellation of the award, recovery of losses, or debarment/blacklisting in accordance with the prevailing rules and procedures.

As procurement is being conducted through the Government e-Marketplace (GeM), this clause shall be read in conjunction with the prevailing procurement guidelines and the provisions of the applicable portal.

22. Forfeiture of Performance Security

The Performance Security furnished by the successful bidder shall be liable to be forfeited, either wholly or partly, without prejudice to any other rights or remedies available to the Purchaser under the Contract or applicable law, in the following circumstances:

A. The successful bidder fails to perform or fulfil any material contractual obligation within the stipulated time, despite written notice from the Purchaser.
B. The successful bidder fails to commence, complete, commission, or maintain the services as per the agreed implementation schedule and Service Level Agreement (SLA), resulting in termination of the Contract due to the bidder's default.
C. The Contract is terminated due to breach of contractual obligations, negligence, fraud, misrepresentation, wilful misconduct, or persistent non-performance by the bidder.
D. The bidder abandons the work, refuses to continue performance, or otherwise repudiates the Contract.
E. The bidder fails to rectify defects or deficiencies within the time specified by the Purchaser after receiving written notice.
F. The bidder fails to renew or replenish the Performance Security, where required, before its expiry.

Before forfeiture of the Performance Security, the Purchaser shall issue a written notice to the bidder specifying the nature of the default and providing a reasonable opportunity to respond and, where appropriate, to remedy the default within the period specified in the notice.

If the bidder fails to satisfactorily respond or remedy the default within the stipulated period, the Purchaser may invoke and forfeit the Performance Security, in whole or in part, depending upon the extent of loss, risk, or damage caused.

Forfeiture of the Performance Security shall not limit or prejudice the Purchaser's right to:

A. Recover additional damages, losses, or costs incurred due to the bidder's default;
B. Recover Liquidated Damages (LD), if applicable;
C. Terminate the Contract;
D. Procure the remaining work, goods, or services from alternative sources at the bidder's risk and cost;
E. Debar or take other action against the bidder in accordance with applicable Government rules and procurement guidelines.

If no default attributable to the bidder exists, the Performance Security shall be released in accordance with the terms of the Contract after successful completion of all contractual obligations, including the warranty/support period, wherever applicable.

23. Termination of the contract

23.1 Termination for Default

The Purchaser may, without prejudice to any other rights or remedies available under the Contract or applicable law, terminate the Contract, in whole or in part, by giving 30 (thirty) days' written notice to the bidder in the event of any of the following:

A. The bidder fails to deliver, install, commission, or complete the work within the stipulated timelines or any approved extension thereof.
B. The bidder fails to perform any material contractual obligation, including the Service Level Agreement (SLA), and does not remedy such failure within the period specified in the notice issued by the Purchaser.
C. The bidder abandons the work, suspends performance without authorization, or repudiates the Contract.
D. The bidder is found to have submitted false information, forged documents, or made material misrepresentations during the bidding or execution of the Contract.
E. The bidder engages in fraudulent, corrupt, collusive, coercive, or obstructive practices in connection with the procurement or execution of the Contract.
F. The bidder becomes insolvent, bankrupt, enters into liquidation, or has a receiver or administrator appointed over its assets.
G. The bidder assigns, transfers, or subcontracts the Contract or any substantial part thereof without the prior written approval of the Purchaser.
H. The bidder commits any material breach of the Contract that remains unrectified despite written notice from the Purchaser.

Upon termination for default:

A. The Purchaser may forfeit or invoke the Performance Security in accordance with the Contract.
B. The Purchaser may procure the remaining goods and/or services from alternative sources at the risk and cost of the Vendor.
C. The bidder shall hand over all project deliverables, documentation, configurations, licenses, source code (where applicable), passwords, backups, and any Government data to the Purchaser.
D. The bidder shall cooperate during the transition to ensure continuity of services without disruption.

23.2 Termination for Convenience

The Purchaser may terminate the Contract, in whole or in part, at any time for administrative or public interest reasons by giving 60 (sixty) days' written notice to the Vendor. In such event, the bidder shall be entitled to payment for satisfactorily completed work and accepted deliverables up to the effective date of termination. No compensation for anticipated profits, consequential losses, or unperformed work shall be payable.

23.3 Termination Due to Force Majeure

Either Party may terminate the Contract if a Force Majeure event continues for more than 90 (ninety) consecutive days and substantially prevents the performance of the Contract. Such termination shall be effected by giving 30 (thirty) days' written notice to the other Party.

23.4 Obligations upon Termination

Upon termination or expiry of the Contract, the bidder shall:

A. Immediately discontinue all work except as directed by the Purchaser.
B. Hand over all Government-owned assets, documentation, licenses, reports, configurations, and project records.
C. Ensure secure transfer of all Government data and delete any retained copies, except where retention is required by law.
D. Provide reasonable transition and knowledge transfer support for the period specified by the Purchaser.
E. Return all access credentials, identity cards, and other Government property.

Termination of the Contract shall not affect any rights, obligations, liabilities, warranties, indemnities, confidentiality obligations, or dispute resolution provisions that have accrued prior to the date of termination or are intended to survive termination.

Annexure-I

Details of Product to be procured:

Sr.	Items Description	Quantity
1.	Server	10
2.	SAN Storage	1
3.	SAN Switch	2
4.	Router	1
5.	TOR switch	4
6.	Windows server 2025 Data Centre 16 core or higher licenses as per supplied server configuration	20
7.	SQL Server 2025 Standard 2 core license	48

Compliance Details

Minimum required SAN SWITCH Specifications		
Sr.	**Parameter**	**Minimum required Specifications**
General & Physical Requirements		
1.	Form Factor	19” Rack Mountable SAN Switch
2.	Quantity	2 Nos
3.	Architecture	Non-blocking architecture across all ports
4.	Supported Classes	Class 2, Class 3 and Class F services
5.	Port Types Supported	E and F ports
6.	Diagnostics Ports	Ports capable of diagnostic functionalities
Port Configuration & Interfaces		
7.	FC Ports	Minimum 32(qty.) x 32 Gbps FC Ports
8.	Transceivers	Minimum 32(qty.) x 32 Gbps SR SW SFP modules (LC type) with licenses
9.	Speed Support	8/16/32 Gbps FC (Auto-sensing)

10.	Backward Compatibility	Compatible with 8 Gbps and 16 Gbps
11.	SFP Type	Hot-swappable SFP LC transceivers
12.	Port Aggregation	Up to 8 FC ports into single aggregated link
13.	Aggregation Flexibility	Any ports across any module (not necessarily consecutive)
Performance & Fabric Features		
14.	Switching Fabric	Non-blocking architecture
15.	Virtual Fabric	Multiple hardware-based isolated Virtual Fabrics (ANSI T11)
16.	Load Balancing	FSPF based load balancing up to 16 equal-cost paths
17.	Path Optimization	Fabric Shortest Path First (FSPF)
18.	Congestion Control	Built-in congestion control and traffic throttling
19.	Path Recovery	Automatic recovery via alternate forwarding path
20.	Traffic Balancing	Based on Source ID, Destination ID & Exchange ID
High Availability & Redundancy		
21.	Power Supply	Redundant hot-swappable power supplies
22.	Cooling	Redundant hot-swappable fan modules
23.	Software Upgrade	Non-disruptive software upgrade
24.	Process Restart	Stateful and graceful process restart
25.	Slow Drain Detection	Hardware-based slow drain detection
Security Features		
26.	Authentication	TACACS+ or RADIUS or LDAP
27.	Access Control	Role-Based Access Control (RBAC)
28.	Management Security	SSHv2 with AES, IP ACLs
29.	Fabric Security	FC-SP (Host-to-Switch & Switch-to-Switch)
30.	Port Security	Hardware ACL-based port security
31.	Zoning	Port zoning, LUN zoning and VSAN support
32.	Console Security	Multi-level console access protection
Management & Monitoring		
33.	Management Protocols	SNMP, SNMPv3, SMI-S, Telnet, FTP and SFTP
34.	Management	In-band IP-over-FC and Ethernet port

	Access	
35.	GUI Management	Fabric-wide and device-level management without additional software
36.	Fabric Manager Features	Topology mapping, Fabric view, Monitoring, Alerts, Diagnostics
37.	Remote Diagnostics	FC Ping and FC Traceroute
38.	Logging & Debug	Syslog, Port statistics, RTP Debug
39.	Analyzer Support	External port analyzer for FC traffic capture
Fabric Services & Networking		
40.	Fabric Services	Name Server, RSCN, FCS, Login Services, Public Loop, Broadcast
41.	Neighbor Discovery	Automatic neighboring Fibre Channel switch discovery
42.	ISL Capability	Transport of multiple virtual fabrics with security isolation
43.	VSAN Support	Virtual SAN (VSAN) support
Troubleshooting & Diagnostics		
44.	Built-in Diagnostics	POST, Online diagnostics, Internal loopbacks
45.	Advanced Tools	Fabric Analyzer, SPAN, FC Debug
46.	Port Mirroring	Fibre Channel port mirroring supported
47.	Real-time Monitoring	Real-time protocol debugging and alerts

Minimum required SERVER Specifications		
Sr.	**Parameter**	**Minimum required Specification**
1	Processor	Intel Xeon 5th or 6th generation or AMD EPYC 5th
2	Processor Base Frequency	Minimum 2.5 Ghz
3	No of Cores Per Processor	Minimum 24 core per processor
4	Total no of processor to be populated in the server	2
5	Operating system support	Windows Server 2025 certified
6	RAM Capacity	Minimum 512 GB DDR5
7	RAM type	ECC , Max. frequency supported by processor
8	RAM Expandable	Up to 1 TB
9	No of DIMM Slots	16 minimum
10	Accessories	All required Network, Fiber & power cables, connectors cables/connectors for connecting power, Network, SAN, external DVD WR need to supplied. Power cables to be supplied with 3 pin socket (c19,c15) only
11	SSD capacity	NVMe 1.9 TB or higher in hardware RAID1 for redundancy
12	Type of SSD	SSD Drive
15	Power Supply	1000W or more redundant PSUs Optimized for 24/7 operation to reduce data center costs
16	Type of Power Supply	Titanium
17	Form Factor	2 U Rack
18	Comprehensive Warranty	Minimum 5 years
19	Chipset	Intel C741 or Higher Compatible with processor
20	Raid Controller Cache	Minimum 8 GB
21	Networking	Dual network card each with at least 2 X 10/25 G Ethernet ports with transceivers
22	HBA Card	Dual HBA Card with dual HBA port in each card (32 Gbps)

23	Other features	The server should have below mentioned security features or equivalent features: • UEFI Secure Boot and Secure Start support, Immutable Silicon Root of Trust • FIPS 140-2 validation, Common Criteria certification, Configurable for PCI DSS compliance; Advanced Encryption Standard (AES) and Triple Data Encryption Standard (3DES) on browser or any similar equivalent technology; Support for Commercial National Security Algorithms (CNSA); Smart card (PIV/CAC) and Kerberos based 2-factor Authentication Tamper-free updates - components digitally signed and verified Secure Recovery - recover critical firmware to known good state on detection of compromised firmware; Ability to rollback firmware • Secure erase of NAND/User data; TPM (Trusted Platform Module) 2.0 • Bezel Locking Kit option; Chassis Intrusion detection option
24	Management features	The Server should have below mentioned Cloud functionality or equivalent features: • Secure connection from customer sites to cloud service; Unified Identity & Access Management; Manages and controls servers regardless of physical location; Subscription-based entitlement; Efficient Device Onboarding • Firmware Update Awareness with Intelligent based updates • Group firmware Baseline and Compliance monitoring and notification • Group based firmware management that can be scheduled or on-demand • Remote Site management with low bandwidth/high latency network connectivity; Role-based access and views for managed customer environments; GUI and Rest APIs for core features

Minimum required SAN Storage Specifications		
Sr.	**Parameter**	**Specifications**
1	SAN/ Unified Storage Model	SAN storage minimum 100 TB of usable space (All FLASH using enterprise-grade NVMe SSDs). Unified storage solution should have native block and file storage services access with host connectivity for FC, iSCSI, CIFS, NFS. Storage should have the capability to scale up and scale out. All storage media shall be NVMe-based, and the storage controllers shall support end-to-end NVMe architecture for maximum performance and low latency.
2	Array Architecture	The array should be equipped with N+N nos. Of array controllers for better performance redundancy in the SAN storage. There should be at least 2 or more nos. Controller from day one. The storage system should be provided with at least 512 GB global cache memory across all the SAN controller (the global cache should be true active-active cache, which means, that the total available cache at any time should be visible to all the existing controller in the storage subsystem/box). However, in case, 50% of SAN controller(s) goes out of order then remaining minimum 50% cache should be available to controllers
		The storage system should support minimum of 8*32 GBPS or higher front end fiber channel ports to connect with the SAN switch.
		The storage system should support minimum of 4 number of iSCSI and 4 number of FCoE host ports & dedicated NAS port.
		The storage system should support minimum 4*10 GBPS SFP+ and 4*25 GBPS SFP+ Ethernet ports with all required optical transceivers and compatible fiber patch cords. All ports shall be active, fully populated, and included in the quoted

		solution without requiring additional licenses.
		The SAN must support synchronous, asynchronous replication. Further, the replication must be bi-directional to support multiple replication options.
3	Array features (if any of the features mentioned required license the same should be included as part of the BOM	If any of the features mentioned requires license the same should be included as part of the BOM. Intelligently restripe data as disks are added to optimize performance. The restriping of the data also has to be done across all the controllers, The Storage to include licenses for Snapshots/ Snapshot Restore/Virtual disk copy & Thin Provisioning and Thick provisioning. The SAN must allow any LUN provided to a system configured with both types of server connectivity (fiber channel or iSCSI) and must be capable of mapping volumes from one connectivity type to the other without changing or copying the data.
4	Storage Capacity	Storage should be supplied with Minimum 100 TB of usable space excluding all overhead configurations like RAID configuration formatting and hot spare disk. All of minimum 100 TB usable space should be FLASH based. each NVMe SSD drives up to 10 TB capacity required to be supplied.
		A minimum of 50 percent of total disk slots (separately in each of the above mentioned disk types) in the SAN system should be free after achieving required capacity, for future capacity enhancement supporting all kinds of SSD disks as mentioned above so that the capacity could be enhanced by adding only additional disks in to these empty slots. All required licenses for additional empty slots should be provided from day one.

		Bidder to quote SSD Disk drives with the capability that write IOs are done in RAID-6 to maximize performance. The SSD disks should be configured with Raid-6 protection. Array Should support latest technology NVMe SSD, SAS SSDs, SAS Drives and automated policy based tiering between all type of proposed drives. The storage architecture shall be NVMe-ready and shall support end-to-end NVMe and/or NVMe-over-Fabrics (NVMe-oF) technology, wherever supported by the OEM
5	IOPS	• Minimum 500,000 sustained IOPS • Latency ≤ 1 ms • 70:30 read/write workload, 8 KB block size • Performance maintained during controller failover • OEM-certified benchmark documentation required
6	Fiber channel host ports	8X 32 Gb/s or more
7	10/25 Gbps iSCSI Host ports	Minimum 4 Nos. All ports shall be active, licensed, and supplied with the required transceivers/cables.
8	10/25 Gbps Ethernet adapter	Minimum 4 Nos. All ports shall be active, licensed, and supplied with the required transceivers/cables.
9	Storage scalability	The array should be scalable to a minimum of 120 disks of the offered configuration of the disk count supporting all kinds of disks a mentioned above, behind the same controllers by adding the appropriate number of spindles and disk shelves.

10	Redundancy and high availability	The Storage System should be able to protect the data against single point of failure with respect to controller, disks, cache, connectivity interfaces, fans and power supplies. Storage should support non-disruptive online microcode upgrades, component replacement of controller disks, cache, fan, power supply etc. Multiple redundant path within the storage subsystem should be easily configurable (either active-active or active-passive), Data compression and De duplication features should be available
11	OS support	Industry leading Operating System platforms including latest Windows Server Hyper-V, Ubuntu24.X, EsXi 9.X, RHEL-9.X or higher, with VMware support,.
12	Global Hot sparing	System should have capability to designate multiple global hot spares that can automatically be used to replace a failed drive anywhere in the system.
13	RAID level support	should support RAID level 6 (or equivalent to these standards in every aspect)
14	Online RAID group expansion	Must support online expansion of RAID Group. Must be able to add additional disks on the fly to expand the RAID group capacity.
15	Online LUN migration for flexibility of redeployment	The array should support online LUN migration (transparent of movement of volumes within the array). The functionality should allow cross RAID migration and cross spindle migration
16	Array management	All the necessary software to configure and manage the storage space, RAID configuration, logical drives allocation, snapshots etc.

		Single Command and GUI for entire storage system for configuration, managing and administration of block storage and associated functionalities including deployment, automation, provisioning, and protection and monitoring management
		Solution Should offer real time performance monitoring tools giving Information on CPU utilization, volume throughput, 1/0 rate and latency reports. Current and historic reports should be available.
		Should be able to create instantaneous or Point in Time Snapshot copies of volumes which can be either a full clone or incremental snapshot of the volume.
17		There should be a flexibility of defining required loPS in milli-seconds, per volume to enable the user to define high loPS for high 10 volumes and low loPS for cold data volumes.
18	Controller software and non-disruptive upgrade	Firmware should be upgradeable for functionality improvement and enhancements. Must support non-disruptive upgrade of core software, BIOS, snapshot, clone, remote mirroring and management software without shutting down the storage system. All host-attached servers must remain fully operational during system level or Maintenance upgrade procedures.
19	Certification	UL/FCC or Equivalent Govt. Lab Certificate.
20	Comprehensive Warranty	Minimum 5 years
21	Temperature and Humidity levels.	The supplied storage should work from 10-degree C to 35- degree C ambient temperature and up to the humidity level of 80% RH without affecting the performance of the servers. The Extended Temperature Range 5°C to 40°C and upto the humidity level of 85% RH for operation of storage in emergency cases should also be supported

22	The cost of additional items be included in the price bid of related equipment/items.	Requirement for Power Provisioning in existing rack for installation of required SAN storage. Price of all required Items/connectors etc. should be included in the pricing of SAN storage if required for setting up the infrastructure. Estimated connector required: a. LC-LC patch cord 88 nos. as per attached details: i. Multimode 3 mtr – 52 Nos. ii. Multimode 3 mtr – 36 Nos. b. RJ 45 cable 10 mtr. All required power cables for all hardware procured need to supplied with 3 pin socket (c19,c15) only

Minimum required Router Specifications		
Sr.	**Parameter**	**Minimum Specifications**
1	Hardware & Physical Specifications	Minimum 2 × 40G and 16 × 10G SFP+ optical interfaces backward compatible with 1G (Day 1) with transceivers. Fully populated
		Redundant Power Supply Units
		Redundant Fan Trays
		1U Rack Mountable (19” Rack)
		Redundant DC Power (-40V to -72V DC)
		Dual Fan System / Specify if Fan-less
		Console / Out-of-Band Management Port
		Chassis-based Hardware/Environmental Alarm Indicators
		Dual Image / Partition Support
		Operating Temperature 5°C to 40°C or better
		NEBS Level 3 compliant (or equivalent Indian Standard)
		5 Years On-site OEM Warranty
		Dual Route processor/ Control module for redundancy
2	Performance & Capacity Requirements	Minimum 230 Gbps Full Duplex Throughput
		Packet Forwarding Rate: 300 Mpps
		MAC Table Size: 64K
		IPv4 RIB/FIB: 1M / 128K
		IPv6 RIB/FIB: 512K / 32K
		MPLS Labels: 32K
		Label Stack Depth: 5
		L3VPN: 1000
		L2VPN: 1K
		Aggregated Ethernet up to 16 links
		Minimum 8 Queues per Port
		Minimum 3K Queues per System
3	Interface & Optical Features	All 40G/10G interfaces shall be SFP+ type
		Support LR/ER/ZR optics
		No restriction on third-party optics
		Digital Optical Monitoring (DOM)
		RX/TX Power & Threshold Monitoring
4	High Availability	Modular OS with individual process restart

	& System Resiliency	Configuration validation before commit
		provide high availability, redundancy, and load balancing by using two RSP modules
		Rollback (minimum 5 configurations)
		BFD (Single-hop & Multi-hop)
		Multi-Chassis LAG
		Fast Reroute (RSVP-TE)
		ITU-T G.8032 Ring Protection (<50ms failover)
		Support up to 8 Rings (Main & Sub-Ring)
5	Routing Protocol Support	BGPv4 (Confederation & Route Reflector)
		OSPFv2 & OSPFv3
		ISIS
		IGMP v2/v3 & MLD
		PIM-SM & PIM-SSM
		VRRP / VRRPv3
		IPv6 Ready & Transition Support
		IPv6 Ping & Traceroute
		6PE & 6VPE
6	MPLS & VPN Features	LDP & RSVP Signalling
		MPLS ECMP Load Balancing
		MPLS Ping & Trace Route
		L3VPN, L2VPN & L2Circuits
		VPLS
		mVPN (P2MP & Draft Rosen)
		EVPN with VXLAN
7	QoS & Traffic Management	Interface-based Traffic Shaping
		Classification, Policing, Marking, Shaping
		WRED Support
		RFC 2697 & RFC 2698 Policers
		Round Robin / WFQ / CBWFQ Scheduling
		Storm Control (Broadcast/Multicast/Unicast)
		IPv6 CoS Support
8	Security, Monitoring & Management	DDoS Protection Mechanism
		Role-Based Access Control
		RADIUS Authentication
		SNMP v2/v3 Support
		NTP Support
		IP SLA / RPM with SNMP Monitoring

		Traffic Mirroring (Ingress & Egress)
		Event-based Scripting
		OAM – 802.3ah / 802.1ag / Y.1731
		CFM & LFM Alarms
		Telemetry (Push Model)
		Multiple Telemetry Consumers
		Health Monitoring Sensors
9	Compliance & Certifications	EMI/EMC: IS 13418/ CISPR 32
		Safety: IS 13252 (part1)/IEC 60950-1
		Laser Safety: IS/IEC 60825-1
		Immunity: IS14700 (part4, sec11)
		Telecom EMC: TEC-notified standard/ IS equivalent
		Surge/ESD/Immunity: IS/IEC 61000-4-2/3/4/5/6
		Carrier Ethernet MEF-9/14 – desirable, not mandatory

Minimum required 24 ports L3 TOR Switch specifications			
Sr	**Category**	**Parameter**	**Minimum Specification**
1.	**Form Factor**	Mounting	19” Rack Mountable
		Rack Size	1U / 2U
2.	**Architecture & Performance**	RAM	Minimum 8 GB RAM
		Flash Memory	Minimum 4 GB Flash Memory
3.		Software Image Support	Should support multiple software images for backup, log reporting and future scalability
		Switching Throughput	Minimum 800 Gbps
		Packet Forwarding Rate	Minimum 500 Mpps
		Power Supply	Redundant Power Supply
		Routing Table	Minimum 100K IPv4 routes
		IPv6 Routes	Minimum 50K IPv6 routes
		Multicast Routes	Minimum 8K Multicast routes

		Hardware Components	All modules including SFPs, fan trays and power supplies should be hot swappable
4.	**Interfaces**	Downlink Ports	Minimum 24 × 10/25G Gbps ports with required transceivers
		SFP Modules	Populated with 20 × 25G MM and 4 × 10G MM SFPs from Day-1 with required transceivers
		Uplink Ports	Minimum 2 × 40/100 Gbps uplink interfaces with required transceivers
		SFP Modules	Populated with 2 × 40G MM SFPs from Day-1 with required transceivers
5.	**Layer-3 & Routing Protocols**	Layer-3 Interfaces	Support SVI and routed Layer-3 interfaces with multiple IP addresses per port/SVI
		Routing Protocols	Static Routing
		Redundancy Protocols	VRRP
		Policy Routing	Policy Based Routing (PBR)
		Network Monitoring	IP SLA / RPM or equivalent
		Multicast	PIM, PIM-SSM
		Dynamic Routing	BGP
		IGMP	IGMP v2 and v3
		OSPF	OSPF v2 and v3
		Source Address Validation	Should support mitigation of source address spoofing (RFC 3704 / RFC 8704 or equivalent)
6.	**Layer-2 Standards**	IEEE Support	IEEE 802.1D, 802.1s, 802.1w
		Authentication	IEEE 802.1X
		Link Aggregation	IEEE 802.3ad
		Flow Control	IEEE 802.3x
		VLAN Standards	IEEE 802.1Q

		Additional Standards	IEEE 802.1ak, 802.1AB, 802.1ad, 802.3ab, 802.3z, 802.3ae
7.	**Virtualization & VLAN**	VRF Support	VRF Lite / VRF / Virtual Router
		MAC Address Table	Minimum 64K MAC addresses
		VLAN Support	Minimum 4000 Active VLANs
8.	**Security Features**	Network Access Control	802.1x authentication and accounting
		ACL Support	IPv4 and IPv6 ACLs
		VLAN Assignment	Dynamic VLAN Assignment
		Layer-2 Security	IP Source Guard
		DHCP Security	DHCP Option 82
		ARP Protection	Dynamic ARP Inspection (DAI), Proxy ARP
		MAC Security	MAC limiting, Sticky MAC
		IPv6 Security	IPv6 RA Guard
		IPv6 DHCP Security	IPv6 DHCP Guard / DHCP Snooping
		IPv6 Protection	IPv6 Neighbor Discovery Inspection
		Source Protection	IPv6 Source Guard
9.	**Monitoring & Telemetry**	Traffic Monitoring	NetFlow / sFlow / Flow monitoring
		Packet Analysis	SPAN, RSPAN, ERSPAN
		Port Mirroring	Remote Port Mirroring
10.	**Management & Automation**	Management APIs	Open APIs
		Management Protocols	NETCONF, RESTCONF, REST API
		Data Models	HTTPS / YANG / XML / Python based automation

		Network Provisioning	Should support automated network provisioning and configuration
11.	**QoS Features**	QoS Standard	IEEE 802.1p
		QoS Functions	Classification, Marking, Policing, Shaping
		Queues	Minimum 8 Egress Queues
12.	**Network Services**	Security & Management Protocols	SSHv2
		Monitoring	SNMPv2c, SNMPv3
		Time Sync	NTP
		Authentication	RADIUS, TACACS+
		Packet Support	Jumbo Frames
13.	**High Availability**	Redundancy	Switch clustering / stacking
		Multi-Chassis Support	MC-LAG support
14.	**Compliance & Certification**	Security Certification	EAL3 / NDPP / NDcPP under Common Criteria
		Government Compliance	Should comply with TEC-ER / GR / IR standards
15.	**Environmental**	Operating Temperature	0°C or lower to 40°C or higher
		Humidity	10% to 85% non-condensing

Annexure II

Manufacturer's Authorization Form (MAF) for Servers / SAN Storage / Network Equipments

(To be submitted on OEM Letterhead)

Manufacturer's Authorization Form (MAF)

Date: ___________

Tender No.: ___________

Name of Work:

Supply, Installation, Testing, Commissioning and Maintenance of Servers, SAN Storage, Network Equipment and Related Infrastructure for Chandigarh Data Centre,Sector-42, Chandigarh.

To,

The Director,
Department of Information Technology Chandigarh
5th Floor, Additional Deluxe Building, Sector 9, Chandigarh.

Subject: Manufacturer's Authorization Form (MAF)

Dear Sir/Madam,

We, **M/s** ___________________________, having our registered office at ___________________________, are the Original Equipment Manufacturer (OEM) of the following products proposed under the above-mentioned tender:

Sr. No.	Product Category	Make/Model

We hereby authorize **M/s** ___________________________ (Bidder Name), having its registered office at ___________________________, to submit bid, negotiate, supply, install, configure, commission, provide warranty support and undertake maintenance services for the above products against the aforesaid tender.

We further confirm that:

1. The products offered are genuine OEM products and are not end-of-life (EOL) or end-of-support (EOS) at the time of bid submission.
2. All hardware, software, licenses, subscriptions and accessories supplied under this tender shall be brand new and sourced directly from the OEM or its authorized distribution channel.
3. The quoted products shall be fully supported by us and shall carry comprehensive OEM warranty as specified in the tender document.
4. We shall provide firmware updates, software patches, security updates and technical support during the warranty and support period.
5. We undertake to provide direct technical assistance to the Purchaser, wherever required, for resolution of critical issues.
6. In the event the authorized bidder fails to perform its obligations under the contract, we shall extend all reasonable support to ensure uninterrupted warranty and support services for the supplied products.
7. The proposed equipment and software shall be eligible for OEM support services in India and shall be covered under the OEM's standard support framework.
8. We confirm that spare parts and support services for the proposed products shall remain available for a minimum period of **five (5) years** from the date of commissioning or as specified in the tender.
9. We certify that the bidder is duly authorized by us for sale, implementation and support of the proposed products in India.
10. This authorization is valid specifically for the above-mentioned tender and shall remain valid till completion of the bidding process and subsequent contract execution, if awarded.

For and on behalf of OEM

Authorized Signatory

Signature: ______________________
Name: __________________________
Designation: ____________________
OEM Name: _____________________
Address: _______________________
Phone: ________________________
Email: _________________________

Official Seal/Stamp

Annexure III

DISCLOSURE OF CODE OF INTEGRITY (to be submitted along with technical bid in a stamp paper duly signed and notarised)

To,
The Director,
Department of Information Technology Chandigarh
5th Floor, Additional Deluxe Building, Sector 9, Chandigarh,

Sir,

With reference to your Tender No. ________________________dated___________ I/We ______________________________hereby declare that we shall abide by the Code of Integrity for Public Procurement and have no conflict of interest. It is hereby disclosed that we shall not act in contravention of the codes as under:

A. Prohibition of: -

1. Making offer either directly or indirectly in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
2. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
3. Any collusion, bid rigging or anti-competitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
4. Improper use of information provided by the procuring entity to the bidder with intent to gain unfair advantage in the procurement process or for personal gain.
5. Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
6. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
7. Obstruction of any investigation or auditing of a procurement process.
8. Making false declaration or providing false information for participation in a tender process or to secure a contract.

B. It is also disclosed that no previous transgressions have been made in respect of the provisions of Sub Clause (i) of Rule 175 of GFR with any entity in any country during the last three year or of being debarred by any other procuring entity.

(Authorized Signatory)

Annexure IV

DECLARATION IN RESPECT OF CONFLICT OF INTEREST

(On Non-Judicial Stamp Paper of Rs. 100/- duly signed and notarized)

TENDER NO: ________________________________

<table>
<tr><th>Sr. No.</th><th colspan="4">Particulars</th></tr>
<tr><td>01</td><td colspan="2">Name of Firm</td><td colspan="2"></td></tr>
<tr><td>02</td><td colspan="2">Office Address
Phone No.
Fax
No.
Email
ID</td><td colspan="2"></td></tr>
<tr><td>03</td><td colspan="2">Works
Address as
per bidder
Registration
Phone No.
Fax
No.
Email
ID</td><td colspan="2"></td></tr>
<tr><td>04</td><td colspan="2">Type of Firm</td><td colspan="2">Private Limited Company / Public Limited Company / Limited Liability Partnership (LLP) / Partnership Firm / Proprietor Firm
(Tick whichever is applicable)</td></tr>
<tr><td>05</td><td colspan="2">CIN / LLPIN of Firm</td><td colspan="2"></td></tr>
<tr><td>06</td><td colspan="2">GST No. of Firm</td><td colspan="2"></td></tr>
<tr><td rowspan="5">07</td><td colspan="4">Names of all Directors/LLP Partners/ Partners / Proprietors of Bidder Firm with DIN (if any) and full address (as on the bid submission date)</td></tr>
<tr><td>Sr. No.</td><td>Full Name</td><td>DIN</td><td>Full Residential Address</td></tr>
<tr><td>1</td><td></td><td></td><td></td></tr>
<tr><td>2</td><td></td><td></td><td></td></tr>
<tr><td>3</td><td></td><td></td><td></td></tr>
</table>

	4			
	5			

The details of Legal Representative / Agent of the Bidder Firm are as under:

Full Name of Legal Representative / Agent	
Whether employee of Bidder-Firm or not? (Yes/No)	
Designation	

Office Address	
Office Land-line Nos.	
Mobile No.	
Email ID	
Whether acting as Legal Representative / Agent in any other Private Limited Company or Public Limited Company or Limited Liability Partnership (LLP) or Partnership Firm or Proprietor Firm? If yes, give names.	

WE HEREBY DECLARE AND CONFIRM THAT no bid has been submitted for the quoted item by any other Private Limited Company or Public Limited Company or Limited Liability Partnership (LLP) or Partnership Firm or Proprietor Firm in which any relative of any Director or Partner or Proprietor of Bidder Firm is a Director, Partner or Proprietor. The word *"relative"* is defined as under:

The Companies Act, 2013 Sec 2(77) "relative'', with reference to any person, means any one who is related to another, if—

(1) *they are members of a Hindu Undivided Family;*
(2) *they are husband and wife; or*
(3) *A person shall be deemed to be the relative of another, if he or she is related to another in the following manner, namely:-*

   a. *Father – Son / Daughter,*
   b. *Mother – Son / Daughter,*

WE FURTHER DECLARE THAT we have carefully read and understood the clause relating to 'Conflict of Interest' of Tender No._. The detailed Clause is as under:

"A bidder shall not have conflict of interest with other bidders for particular quoted item. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process for particular quoted item, if:

a) *they have proprietor/ partner(s)/ Director(s) in common; or*
b) *they receive or have received any direct or indirect subsidy/ financial stake from any of them; or*
c) *they have the same legal representative/ agent for purposes of this bid; or*
d) *they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or*
e) *bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid.*
f) *In case of a holding company having more than one independently manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.*
g) *Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time."*

We hereby certify that our Firm M/s (Firm Name)______ do not have any conflict of interest with other bidders for particular quoted items viz. ___________(item Name)______________________________.

We hereby declare and confirm that the above information and particulars are true and correct.

For______(Firm Name)___

Place:

Date:

Stamp / Seal of Firm

Signature of Director / Partner /Proprietor / Authorized Signatory

Name: Designation

Annexure V

Price Breakup:

Sr No.	**Item Specification as per Annexure III**	**Qty (A)**	**Unit Rate excluding GST (B)**	**GST on Unit Rate (C)**	**Total cost (incl. GST) D = (B)+(C) X (A)**
HARDWARE					
1.	Server	10			
2.	SAN Storage	1			
3.	SAN Switch	2			
4.	Router	1			
5.	TOR Switch	4			
SYSTEM SOFTWARE & LICENSES					
6.	Windows server 2025 Data Centre 16 core or higher licenses as per supplied server configuration	20			
7.	SQL Server 2025 Standard 2 core license	48			
GRAND TOTAL					

Note: -

- **Price break-up must not be uploaded along with Technical Bid. Uploading of price break-up with Technical Bid would summarily cause rejection of the bid.**
- **Price break-up shall be uploaded separately in GeM**.