

EXPRESSION OF INTEREST
FOR
SELECTION OF BACKEND PARTNER FOR DESIGN, SUPPLY, INSTALLATION,
CONFIGURATION, TESTING, AND COMMISSIONING OF AN IP-BASED CLOSED-
CIRCUIT TELEVISION CAMERA(CCTV) FOR BHUBANESWAR CITY.

EOI No. BECIL/PROJ/BT/SITC-CCTV/BSCL/2026

Dated: 30/09/2026

Issued By

Mr. Binay Kumar Tiwari (DGM)

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

Bhubaneswar Smart City Limited (BSCL) has floated a tender Ref. No. 1553 dated 05th September, 2026 for Design, Supply, Installation, Configuration, Testing, And Commissioning of an IP-Based Closed-Circuit Television Camera (CCTV) For Bhubaneswar City.

3.1 ELIGIBLE BIDDERS

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

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

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

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

3.2 COST OF BIDDING

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

3.3 ASSURANCE

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

3.4 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 40 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 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: Bidders should submit an **EMD of INR 10 Lacs (Ten lacs only)**, in online mode on BECIL tender website and should submit the proof (screenshot) of EMD submission in the Pre-Qualification Envelope. This EMD should be valid for 90 days from the due date of the tender (The bidder shall be responsible for periodically extending the validity of the EMD, in case as required by the department during the bid evaluation process). The bid security of all unsuccessful Bidders would be refunded by BECIL within three (3) months of the Bidder being

notified as being unsuccessful and receipt of same from end client. The bid security amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.

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

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

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

- i. If a Bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period, if any.
- ii. During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- iii. Deliberate attempts by the Bidder to share wrong information / manipulate information / hide the facts.
- iv. If the Bidder relents after being declared as selected Bidder, it shall be declared as defaulting Bidder and BECIL reserves right to forfeit the EMD and blacklist/ debarred such Bidder from participating in any BECIL tender. In such situation, the tendering process shall be continued with the remaining Bidders as per their ranking.
- v. In the case of a successful Bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time.

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**. The selected partner will support BECIL in the execution of EOI Ref. No.: BECIL/PROJ/BT/SITC-CCTV/BSCL/2026 titled 'Design, Supply, Installation, Configuration, Testing, and Commissioning of IP-Based Closed-Circuit Television Camera (CCTV) For Bhubaneswar City.

The intent of this EOI is to select a Back-end Partner, 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 partner selected through this EOI, for preparation of bid and/ or participation in the above-mentioned tender.

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

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

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

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

The selected bidder shall furnish a Performance Bank Guarantee (PBG) in line with tender requirement, on or before the signing of the subsequent contract, typically within 15 days from the notification of award, unless specified to the contrary (Performance Bank Guarantee). The Performance Guarantee should be valid for a period of 3 months beyond the contract tenure and shall be kept valid till completion of the Project and Warranty period. The Bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project contract period. The PBG must be from the nationalized bank only in India.

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.

Note:

- i) Payment will be done to the back end partner only after the fulfillment of all statutory liabilities.**
- ii) Any work order issued is deemed effective only after submission of PBG in the prescribed time limit.**
- iii) Other charges and necessary compliances if any (like insurance etc.) must be handled by the vendor on back to back basis as a whole.**

SECTION –II

IMPORTANT DATES (SCHEDULE AND CRITICAL DATES)

4.1. INSTRUCTIONS FOR E-TENDERING PORTAL OF BECIL

4.1.1 E-TENDER PORTAL FEE

S.No	ACTIVITY	SCHEDULED DATE & TIME
1.	EOI Number	BECIL/PROJ/BT/SITC-CCTV/BSCL/2026
2.	Date of Issue of EOI	30/09/2026
3.	Last date and Time for Submission of bids	05/10/2026 up to 11:30 AM
4	Availability of Document	https://www.becil.com; https://tendersodisha.gov.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 2,360/- 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 10 Lacs - (Indian Rupees Ten Lacs only) For detailed instructions refer as per 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

4.12 SUBMISSION OF THE PROPOSAL

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

4.1.2 E-TENDERING PROCEDURE

- (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>

4.1.3 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. 2,360/- (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

4.1.4 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.

4.1.5 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.

4.1.6 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.

4.1.7 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 **EOI. No. BECIL/PROJ/BT/SITC-CCTV/BSCL/2026 Titled “Design, Supply, Installation, Configuration, Testing, And Commissioning Of An IP-Based Closed-Circuit Television Camera (CCTV) for Bhubaneswar City”**

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 Despite the selection process of Back-end Partner through this EOI, the final participation in the BSCL tender will be at the sole decision of BECIL. BECIL is not bound to participate in the BSCL tender and the selected bidder shall have no right in this regard.

5.11 — Consortium: Not Applicable

~~5.11.1 In case of a Consortium, Power of Attorney shall be issued by the other member of the Consortium, in favor of the designated Lead Member of the Consortium. The Performance Guarantee to be submitted, as per the terms and conditions of this tender shall be in the name of the Lead Member of the Consortium.~~

~~5.11.2 If in case the Bidder is a Consortium, the Bid shall be signed by the authorized representative of the Lead Member, respectively issued by Board of Directors/ Chairman/CEO/ MD / Company Secretary of the Lead Member for signing the documents, subsequent communication, any other ancillary document on behalf of the Consortium, in connection with this tender,~~

~~5.11.3 Only the Authorized Representative(s) of the Bidder/ Lead Member of the Consortium shall be legally authorized to sign the Bid.~~

~~**5.11.4 Bids from consortium of only two members (including Lead Member) shall be acceptable provided that they jointly fulfill the qualification criteria and requirements stated in the EOI Document.**~~

~~5.11.5 In the case of a Consortium, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The Consortium shall nominate the Lead Member of the Consortium who shall have the authority to conduct all business for and on behalf of any and all the members of the Consortium during the Bidding process and, in the event the Consortium is awarded the Contract, during contract execution.~~

~~5.11.6 The Consortium agreement should indicate precisely the responsibility of all members of Consortium in respect of planning, design, manufacturing, supply, installation, commissioning and training. All members of Consortium should have active participation in execution during the currency of the Contract. The composition or the constitution of the Consortium shall not be varied/ modified subsequently without prior approval of BECIL.~~

~~5.11.7 The Consortium Agreement must clearly mention the Lead Member of the Consortium, who shall be responsible on behalf of the Consortium during the period of evaluation of the bid as well as during the execution and timely completion of all the contractual obligations and shall receive/ send instructions for and on behalf of the Consortium.~~

~~5.11.8 A Consortium once established at the time of submitting the bid shall not be allowed to be altered with respect to constituting members of the Consortium or their respective roles/ scope of supply/work, except with prior written approval of BECIL. If during the evaluation of bids, a Consortium propose any alteration/ changes in the orientation of Consortium or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such Bidder shall be liable for rejection.~~

~~5.11.9 Any member of the Consortium shall not be eligible either in an individual capacity or be a part of any other Consortium to participate in this EOI. Further, no member of the Consortium should have been put on 'Holiday' or banned/ blacklisted by BECIL/ Government department/ Public Sector as on the due date of submission of bid. Offer submitted by such Consortium shall not be considered for opening/evaluation/Award.~~

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
	(c)	Memorandum & Articles of Association
	(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 38 below.
	(r)	Undertaking for payment of EMD/ Bid Security if selected or claiming EMD exemption under startup and MSME enclosing the relevant documents such as registration certificate with MSME & Startup in similar field/ work.
	(s)	Undertaking regarding absence of Conflict of Interest as per clause 16 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 05.10.2026 at 12:00 PM. BECIL reserves the right to change the date of opening of bid.

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

SECTION -III

GENERAL TERMS & CONDITIONS OF EOI

8. RELATIONSHIP BETWEEN THE PARTIES

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

9. INTELLECTUAL PROPERTY RIGHTS:

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

10 LAND AND BORDER PROVISION

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

11 INDEMNITY

- 11.1 The Bidder shall indemnify, save, hold harmless and defend BECIL and its officers, servants, employees and agents promptly upon demand and at its expense, from and against any and all suits, proceedings, actions, demands, losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which

BECIL may become subject, insofar as such losses arise out of, in any way relate to, arise or result from:

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

12 CODE OF INTEGRITY

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

- a) Offering of any bribe or undue gratification in any form to BECIL/Client or its officials, or indulging in any corrupt practices.
- b) Any omission, or misrepresentation that may mislead or attempt to mislead so that a financial or other benefit may be obtained, or any necessary obligation or pre-requisite may be avoided.
- c) Improper use of information provided by BECIL to the Bidder with an intent to gain an unfair advantage in the procurement process or for personal gain.
- d) Any financial or business transactions between the Bidder and any official of BECIL/Client related to tender or execution process of contract, which can affect the decision of BECIL directly or indirectly.
- e) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- f) Obstruction of any investigation or auditing of a procurement process.
- g) Making false declaration or providing false information for participation in a tender Process or to secure a contract.

13 CONFLICT OF INTEREST

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

- 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 (Please refer Client RFP for Complete Penalty Clause/ Matrix)

- 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-fulfillment of any of the terms and conditions of the RFP and the Work Order, BECIL may cancel the contract/Work Order in full or part thereof, and will procure supplies/equipment's or ensure the execution of work or any pending service in case of service contract from other willing vendor at the risk and cost of the Bidder.

- 18.2 Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:
- 18.3 Bidder's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to Bidder including unexecuted portion of work/ supply does not appear to be executable within balance available period.
- 18.4 Withdrawal from or abandonment of the work by Bidder before completion of the work as per contract.
- 18.5 Non completion of work/ Non-supply by the Bidder within scheduled completion/delivery period as per RFP or as extended from time to time, for the reason attributable to the Agency/ Bidder.
- 18.6 Termination of Contract on account of any other reason (s) attributable to Agency/ Bidder
- 18.7 Assignment, transfer, subletting of Contract by the Agency/Bidder without BECIL's written permission resulting in termination of Contract or part thereof by BECIL

19 PENALTIES (Please refer Client RFP for Complete Penalty Clause/ Matrix)

- 19.1 In the event of any penalties, deductions, disincentives, or charges levied by the Client due to poor or substandard quality of work, non-compliance with service standards, or any deficiencies related to the assigned scope of work, the same shall be recovered from the Bidder.
- 19.2 The Bidder shall bear the full financial responsibility for such penalties or deductions imposed on BECIL by the Client and will not be entitled to claim any reimbursement or adjustment for the same.

20 CONFIDENTIALITY

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

21 RIGHT TO INSPECTION

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

22 TERMINATIONS

a. Termination of Contract by BECIL due to unsatisfactory performance

- a) If the Bidder refuses or fails to execute the specified quantum of work or any separate part thereof with diligence or ensure its completion within the time specified in the RFP, or subsequent work order issued thereto, then it shall be open to BECIL at its option by written notice to the Agency/Bidder to:
- b) To terminate the contract without prejudice to any other remedy available under the Contract. That a notice of cure, highlighting the deficiency or problem shall be served on the Agency /Bidder by BECIL, with an opportunity to cure the same within a period of 15 days. That on the non-resolution of deficiency, a notice of termination shall be served on the Agency/Bidder and the Contract shall be deemed terminated after a period of 15 days from the date of notice of termination.

b. Termination due to Breach

- a) BECIL may, without prejudice to any other remedy available for the breach of contract, may terminate the contract in sub-sequence to non –resolution of deficiency after the service of a notice of cure with a window period of fifteen days. After the end of the cure period, a 15 (fifteen) days' notice shall be served on the Agency/ Bidder, and the contracts shall be deemed terminated after the end of the period of fifteen days from the date of notice of termination.
- b) The following sub-clauses shall attract the provision of termination, on the occurrence of the following events -:
 - (i) If the Bidder has abandoned or repudiated the Contract;
 - (ii) If the Bidder has without valid reason failed to commence work on the project promptly;
 - (iii) If the Bidder has persistently failed to execute the works/express deliverable in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just

cause;

- (iv) If the Bidder defaults in proceeding with the works/job with due diligence and continues to do so after a notice in writing of fifteen (15) days from BECIL;
- (v) If the Bidder has obtained the contract as a result of undue influence or adopted unethical means/ corrupt practices.
- (vi) if the information submitted/furnished by the Bidder is found to be incorrect;

c. Termination due to Insolvency

- a) If the Agency/Bidder dissolves or become bankrupt or insolvent or cause or suffer any receiver to be appointed for its business of any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, then BECIL shall be at liberty :-
- b) To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by a fifteen day notice in writing to the Agency/Bidder or to give the Receiver or liquidator or other person, the option of carrying out the contract subject to its providing a guarantee upto an amount to be agreed upon by BECIL for due and faithful performance of the contract.

d. Termination for Convenience

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

23 POST TERMINATION RESPONSIBILITY

- 23.1 In all cases of termination herein set forth, the obligations of BECIL to pay shall be limited to the period up to the date of termination, subject to the receipt of such payment from the Client.
- 23.2 That any pending bills raised by the Bidder, prior to or post the termination of the Contract on account of the breach of the terms and conditions of the contract, shall be put on hold, till the time, the corresponding payment is received from the Client and any amount deducted by the Client against the bills raised by BECIL shall be consequently deducted from the bills raised by the Bidder respectively.
- 23.3 The Bidder shall forthwith stop any of its work then in progress, except such work as BECIL may, in writing, require to be executed at the designated site/premises.
- 23.4 That in the event of termination under clause 17.1 and 17.2 the whole or part of the performance security furnished by the Agency/Bidder is liable to be forfeited without prejudice to the right of BECIL to recover from the Agency/Bidder any accruing or incurred losses or damages, on account of termination of contract due to unsatisfactory performance/ delay in execution of work.

24 NOTICES

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 other 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**

25 NO WAIVER

No waiver of any term, provision, or condition of this Contract, whether by conduct or otherwise, in any one or more instances, will be deemed to be or be construed as a further or continuing waiver of any such term, provision, or condition or as a waiver of any other term, provision, or condition of this Contract, unless the same is agreed upon and recorded in writing with mutual consensus of both the parties.

26 AMENDMENT:

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

27 ARBITRATION

27.1 Conciliation of Dispute

- a. Any dispute(s) /difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled mutually and amicably between the Parties, within a time span of **thirty days** from the date of invocation of dispute vide a written notice by the aggrieved party. The Aggrieved Party shall notify the other party in writing about such dispute(s)/difference(s)/issue(s) between/amongst the Parties and that such a Party wishes to refer the dispute(s)/ difference(s)/issue(s) to Conciliation. Such Notice/Invitation for Conciliation shall contain sufficient information as to the dispute(s)/Difference/issue(s) to enable the other Party to be fully informed as to the nature of the dispute(s)/ difference(s)/issue(s), as well as the amount of monetary claim.
- b. That in the event of reference of dispute for Conciliation, a committee comprising of two members, nominated by each party i.e. the Bidder and BECIL respectively shall try to amicably resolve/settle the dispute.

27.2 Reference of Dispute to Arbitration proceeding post conciliation

- a) In the event of failure in mutual resolution of the issue, any dispute(s)/ controversy(s)/ issue(s) arising out of or in connection with the contract, including any question regarding its existence or validity shall be referred to and finally resolved by Arbitration administered by the Delhi International Arbitration Centre as per the Delhi International Arbitration Centre proceeding Rules 2023.
- b) The Aggrieved party wishing to refer a dispute to Arbitration shall give a notice to the Defaulting Party specifying all the points of dispute(s) with details of corresponding the claim amount.
- c) The Arbitration Proceeding shall commence within a span of **thirty days** from the date of receipt of Invocation Notice complete in all respects as mentioned above,
- d) The dispute(s)/ difference(s)/controversy(s) shall be adjudicated by a single Arbitrator empaneled with the Delhi International Arbitration Centre.
- e) The seat of Arbitrations shall be at New Delhi and the Arbitration proceeding shall be conducted in English.
- f) The award of Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by both the parties.
- g) The provision of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time shall apply to the Arbitration proceedings under this Contract.
- h) That any claim of damage(s) or losse(s) incurred by BECIL as a consequence of the invocation of the litigation/arbitration proceeding owing to the suspension or abandonment of work by the Bidder/Agency shall be reimbursed by the Bidder/Agency.
- i) That if BECIL considers that a dispute under this contract, involves an issue that is related to a dispute under the main contract, then in that event, the Bidder shall assist the main contract, then in that event, the Bidder during the course of arbitration/legal proceedings emanating from the main contract. Then in that event of initiation of arbitration/legal proceeding , under the main contract , no dispute tied directly to the main contract shall be concurrently referred by the Bidder

28 JURISDICTION

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

29 Force Majeure

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

are within the power of the Party invoking Force Majeure to prevent) , confiscation or nay other action by the Government Agencies.

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

29.3 In the case of failure to perform this Agreement due to any force majeure, neither party shall be liable for such failure, nor shall this Agreement be terminated automatically, if the persistence of such force majeure event continues for more than three months. In the case of failure to perform any part of this Agreement due to any force majeure, the party suffering from such force majeure may be exempted from corresponding liability to the extent of the impact of such force majeure. However, such party shall continue to perform other obligations under this Agreement which have not been affected by such force majeure.

29.4 SUBCONTRACTING

29.5 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.

30 EXTENSION OF TIME

30.1 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.

30.2 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.

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

31 ASSIGNMENT:

31.1 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.

31.2 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.

31.3 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.

32 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.

33 SEVERABILITY:

- 33.1 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.

34 ENTIRE CONTRACT:

- 34.1 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.

35 LIQUIDATED DAMAGES

- 35.1 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:
- 35.2 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.
- 35.3 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.
- 35.4 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.

- 35.5 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.

36 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.

37. 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.

38. MSME

38.1. 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.

38.2. 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.

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

SECTION –IV

SCOPE OF WORKS

40. SCOPE OF WORK/SCHEDULE OF REQUIREMENTS

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

Client's Tender Ref. No. 1553 dated 05.09.2026 titled 'Design, Supply, Installation, Configuration, Testing, And Commissioning Of An IP-Based Closed-Circuit Television Camera (300 Nos CCTV) For Bhubaneswar City.

Website: <https://tendersodisha.gov.in/> & www.smartcitybhubaneswar.gov.in

40.2 *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.*

40.3 All compulsory criteria shall be applicable to bidder.

SECTION –V

41.1 **ELIGIBILITY CRITERIA AND EVALUATION**

Sr.No	Eligibility Requirement	Supporting Documents/Action Required
1	The bidder shall be Proprietorship/ Partnership/ LLP or a Pvt. Ltd. company.	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 have an average annual financial turnover of INR 1.66 Crores during the last Three (3) financial years (FY 2022-23; 23-24; 24-25)	Certificate by the CA as per Annexure D.
3.	Net worth of the bidder should be positive in the preceding financial year of the three financial years considered for turnover as per the audited annual accounts.	Audited and certified Balance sheet and Profit /Loss Account of last 3 financial Years should be enclosed along with CA certificate.
4.	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.	The bidder shall submit Certificate by the CA.
5.	The Bidder should not have been blacklisted/ debarred by the any Government department or ministry/ PSU as mandated by Department of Expenditure (DOE), Ministry of Finance (MOF) covering all central Ministries/ Departments at the time of last date of submission of the bid.	The Bidder shall submit an undertaking signed by Authorised Signatory of the company to be provided on Non – judicial stamp paper of INR 100/- or such equivalent amount and document duly attested by notary public.
6	Bidder must have experience in working for any Smart City/ Safe city/ Police Dept./ State/ Central Govt./ PSU/ Reputed Private Firm for SITC and O&M of ITMS/ CCTV/ Fiber networking/ IT Networking Project/ Communication Network in the past 3 years financial years (FY 2022-23; 23-24; 24-25)	Work order/ Work Completion Certificate/ Proof of Payment to be enclosed

7	Bidder should have work experience of executing similar nature of work (CCTV system/ Fiber networking/ IT Networking Project/ Communication Network) with at least minimum order value of INR 1.33 Cr each during last 3 F.Y (FY 2022-23; 23-24; 24-25)	Work order/Work Completion Certificate/ Proof of Payment to be enclosed
8	Bidder should have all following valid ISO Certifications issued before publications of this tender a) ISO 9001	Copies of the valid certificates to be enclosed
9	The bidder must have the solvency / credit facility / financial capability from the bank for minimum value of INR. 1.25 Cr. in FY 2025-26.	Certificate with tender reference/ Sanction letter from the Bank
10	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 elovided as per original tender.

OEM Eligibility Criterion

1	The OEM must have its own in-house, government-registered R&D facility in India, and should not outsource any development, design or research activities, submit the undertaking on OEM Letterhead. Also, R&D registration certificate issued by a government body must be attached as proof. R&D should be ISO 9001, 27001 and 20000 Certified.	As required in the eligibility Criteria as per the customer's RFP. Undertaking certificate from OEM is required. The bidder's undertaking is required wherever the term bidder is referred in the tender doc.
2	The MAC addresses of Cameras and Server must be genuine, registered in the name of the OEM manufacturing the Cameras, and should originate from India.	As required in the eligibility Criteria as per the customer's RFP. Undertaking certificate from OEM is required. The bidder's undertaking is required wherever the term bidder is referred in the tender doc.
3	OEM company for Camera & Server should have its own company registered in India since last 10 year. Any representation through a Dealer/ Distributor/ Joint Venture/ Subsidiary/ consortium shall not be treated as OEM. This has to be supported by necessary statutory documents. OEM should be a registered business entity in India with their own office in India. Submit Certificate of Incorporation under the provisions of companies Act, 1956.	As required in the eligibility Criteria as per the customer's RFP. Undertaking certificate from OEM is required. The bidder's undertaking is required wherever the term bidder is referred in the tender doc.
4	The CCTV OEM should have Manufacturing unit registered in India in their Own name, 3rd Party Manufacturing or Joint Venture Manufacturing is not Allowed.	As required in the eligibility Criteria as per the customer's RFP. Undertaking certificate from OEM is required. The bidder's undertaking is

		required wherever the term bidder is referred in the tender doc.
5	The CCTV OEM should have below ISO Certifications for Quality, Environment, Security management and Health & Safety Management system for manufacturing of all types of Cameras & NVR. All the CCTV Components (Camera, NVR, etc.) should be from same OEM for seamless integration and ease of operation. The Bidders shall attach the copy of the OEM's ISO Certificate along with the bid ISO 9001:2015, ISO 27032:2023, ISO 14001:2015, ISO 27001:2013, ISO 20000:2018 and ISO 45001:2018, CMMI Level 3 or above certification	As required in the eligibility Criteria as per the customer's RFP. Undertaking certificate from OEM is required. The bidder's undertaking is required wherever the term bidder is referred in the tender doc.
6	The Intellectual Property Rights on design of the product of all manufactured final product and source code of all software including firmware should not reside in countries sharing land borders with India, until unless specifically allowed by the Government of India and is registered with the Competent Authority of Government of India. Proof of IPR & source code residing in which country and requisite permission & registration with Competent Authority of Govt. of India, as applicable to comply with the above, shall be provided by the OEMs.	As required in the eligibility Criteria as per the customer's RFP. Undertaking certificate from OEM is required. The bidder's undertaking is required wherever the term bidder is referred in the tender doc.
7	CCTV cameras must comply with the MEITY guidelines "Public Procurement (Preference to Make in India) Order 2017-Notifying CCTV/Video Surveillance dated 6th March 2024, Essential Requirements (ERs) for security, to ensure the security of CCTV systems. The OEM must submit a security testing report issued by an STQC lab.	As required in the eligibility Criteria as per the customer's RFP. Undertaking certificate from OEM is required. The bidder's undertaking is required wherever the term bidder is referred in the tender doc.
9	Cameras OEM should have valid EPR from Central Pollution Control Board for Electronic Waste. Certificate should be attached	As required in the eligibility Criteria as per the customer's RFP. Undertaking certificate from OEM is required. The bidder's undertaking is required wherever the term bidder is referred in the tender doc.
10	OEM should not be blacklisted by any Central/State Govt. Organization, PSU, Public Listed Company or Indian Army	As required in the eligibility Criteria as per the customer's RFP. Undertaking certificate from OEM is required. The bidder's undertaking is required wherever the term bidder is referred in the tender doc.

11	With reference to Order (Public Procurement No. 1) issued vide No. F.No.6/18/2019-PPD dated 23rd July, 2020, OEM and Bidder should not be from such a country that shares Land Border with us. OEM and Bidder should submit the declaration against this clause	As required in the eligibility Criteria as per the customer's RFP. Undertaking certificate from OEM is required. The bidder's undertaking is required wherever the term bidder is referred in the tender doc.
12	The CCTV products should qualify under CLASS-I LOCAL SUPPLIER as per Preferential Market Access (PMA) and Public Procurement Policy (PPP) Make In India (MII) scheme of the Govt. of India dated. 04.06.2020 with 50% or latest applicable local content as per the Govt. norms.	As required in the eligibility Criteria as per the customer's RFP. Undertaking certificate from OEM is required. The bidder's undertaking is required wherever the term bidder is referred in the tender doc.
13	OEM to confirm that the CCTV Cameras are not installed with standards like -GB28181, GB/T28181-2011, GB/T 28181-2011, GBT 28181-2011, GBT28181- 2011,GB/T28181-2016, etc., protocols/standards which allow certain organizations to bypass all security parameters and look into the devices directly.	As required in the eligibility Criteria as per the customer's RFP. Undertaking certificate from OEM is required. The bidder's undertaking is required wherever the term bidder is referred in the tender doc.
14	Valid Tender/ Bid Specific OEM Authorization with name, Phone No. and email of OEM in original ink signed MAF in OEM Letterhead for all products of CCTV Camera, VMS, Temperature Control Outdoor JB, Recoding Server, Failover Server, HDD, Field Switches, SPD, UPS, Active & Passive Network components	As required in the eligibility Criteria as per the customer's RFP. Undertaking certificate from OEM is required. The bidder's undertaking is required wherever the term bidder is referred in the tender doc.
15	Service Centre in Odisha (proof of Address may be submitted) or Undertaking for establishment of Service Centre within one month of award of the contract.(CCTV & Active Items)	As required in the eligibility Criteria as per the customer's RFP. Undertaking certificate from OEM is required. The bidder's undertaking is required wherever the term bidder is referred in the tender doc.
16	The Server OEM should be CLASS- I LOCAL SUPPLIER as per Preferential Market Access (PMA) and Public Procurement Policy (PPP) Make In India (MII) scheme of the Govt. of India and BIS, CE, FCC certificate	As required in the eligibility Criteria as per the customer's RFP. Undertaking certificate from OEM is required. The bidder's undertaking is required wherever the term bidder is referred in the tender doc.
17	The Offered Video Management Software (VMS) OEM have Valid Application Audit Certificate from STQC, to Mitigate Cyber Security Attacks and OEM should have Minimum CMMI Level 3 certified.	As required in the eligibility Criteria as per the customer's RFP. Undertaking certificate from OEM is required. The bidder's undertaking is required wherever the term bidder is referred in the tender doc.

41.2 TECHNICAL EVALUATION PROCESS:

Sr. No	Eligibility Requirement	Total Marks	Supporting Documents/ Action Required
1	Value of *Similar Nature* Of Work Orders executed during the last three financial years: (a) One order of minimum ₹1.35 crore = 10 marks (b) Two orders or more of minimum ₹1.35 Crore each= 20 marks	20	Work Order/ Agreement/ Work Completion certificate/ Proof of Payment to be enclosed.
2	The bidder should have experience in the implementation of an outdoor, city-wide IP-based CCTV system comprising a minimum of 200 cameras in single order /100 cameras each in minimum three projects/ Smart City IT Networking Project/ Communication Network for any State Government/ Central Government/ Public Sector Undertaking (PSU) in India during the last three (3) financial years. (FY 2022-23; 23-24; 24-25)	20	Work Order/ Agreement along with the Work Completion Certificate/ Go-Live Certificate/ Proof of Payment to be enclosed.
3	Technical Presentation of the Complete System including operation & Maintenance Plan in presence of the Evaluation Committee.	30	Submission of Technical Presentation along with the Technical Bid.

Note: Minimum 75% Marks of 70 Mark are required to qualify the technical evaluation.

42. PRELIMINARY EVALUATION

45.1 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.

45.2 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.

45.3 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.

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

43. EVALUATION PROCESS

- a. 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.

- b. 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.
- c. 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.
- d. 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.
 - i. Evaluation of proposals shall be based on:
 - ii. Information contained in the proposal, the documents submitted there to and clarifications provided, if any.
 - iii. Experience and Assessment of the capability of the bidders based on past record.
- e. 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.
- f. 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.
- g. Even though bidder satisfies the necessary requirements they are subject to disqualification if they have:
 - i. Made untrue or false representation in the form, statements required in the EOI document.
 - ii. Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.
 - iii. The Financial Evaluation of the Bidders will be done only for those who qualify the Eligibility Criteria and other mentioned criteria of the EOI.

44. FINANCIAL EVALUATION:

- a. 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.
- b. L1 bidder may be called for further negotiations, if required.
- c. A Pre-Bid agreement shall be signed by BECIL with the successful declared L1 bidder.
- d. The final price quoted in the end client's tender will include the BECIL margin, as determined by BECIL.
- e. The selected agency will not be allowed to increase the price quoted to BECIL during the final tender submission.

SECTION –VI
ENCLOSURES AND ANNEXURES

(Annexure-A)

PRE-CONTRACT INTEGRITY PACT

Between

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

And

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

Preamble:

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

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

Section 1 – Commitments of the Principal

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

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

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

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

2.1 The Bidder or Contractor must take all necessary steps to prevent corruption and strictly follow these ethical principles throughout the bidding process and contract execution:

2.2 No Bribery or Improper Benefits: The Bidder/Contractor will not offer, promise, or give any unauthorized financial or personal benefits to the Principal's employees or any third party to gain an unfair advantage during the tender or contract period.

2.3 No Anti-Competitive Agreements: The Bidder/Contractor will not enter into secret agreements, formal or informal, with other bidders. This includes colluding on pricing, specifications, certifications, side contracts, or bidding decisions to restrict competition or form cartels.

2.4 No Legal Offences or Data Misuse: The Bidder/Contractor will not commit any crimes under the Indian Penal Code (IPC) or the Prevention of Corruption (PC) Act. Furthermore, they will not misuse or share confidential information, digital documents, technical proposals, or business plans provided by the Principal for personal gain or competitive advantage.

2.5 Mandatory Agency Disclosures: Foreign bidders must disclose the names and addresses of their Indian agents or representatives. Similarly, Indian bidders must disclose their foreign principals. All disclosures must follow the "Guidelines on Indian Agents of Foreign Suppliers," and all payments to Indian representatives must be made strictly in **Indian Rupees (INR)**.

2.6 Disclosure of Commission and Intermediary Payments: When submitting their bid, the Bidder/Contractor must disclose all past, current, or intended payments made to agents, brokers, or intermediaries related to securing this contract.

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 or Contractor declares that during the last 3 years, they have not committed any past violations or corrupt acts with any company globally or any Public Sector Enterprise (PSE) in India that would justify banning or disqualifying them from this bidding process.

5.2. Consequences of False Statements: If the Bidder or Contractor provides false or incorrect information regarding their past record, they will face **disqualification** from the tender process or penalties under the standard "**Guidelines on Banning 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 Independence and Reporting Structure: The Monitor operates completely **neutrally and independently**, free from any influence or instructions by the parties involved. The Monitor reports directly to the **Chairman and Managing Director (CMD)** of **BECIL**.

8.3. Unrestricted Access and Confidentiality: The Monitor has a legal right to review all project documents held by the Principal. The Contractor and Subcontractors must also grant the Monitor **unrestricted, unconditional access** to their project documentation upon request, provided there is a valid reason. The Monitor is contractually bound to keep all shared information strictly **confidential**.

8.4. Project Meetings: The Principal must keep the Monitor informed about all project meetings that could influence the contract relationship. Both parties must offer the Monitor the choice to attend these meetings.

8.5. Authority to Report Violations: If the Monitor identifies or suspects a violation of this agreement, they will notify the Principal's management to request corrective actions or a halt to the violation. The Monitor's suggestions are **non-binding recommendations**; they hold no legal authority to force any party to act, stop an action, or tolerate a situation.

8.6. Reporting Timelines: The Monitor must deliver a written report and any corrective proposals to the Chairperson of the Principal's board within **8 to 10 weeks** of receiving a reference or notification.

8.7. Escalation to the Central Vigilance Commission (CVC): If the Monitor reports a credible suspicion of a crime under the Anti-Corruption or Prevention of Corruption (PC) Act to the CMD of BECIL, and the Chairman fails to take visible legal action or report it to the Chief Vigilance Office within a reasonable timeframe, the Monitor has the authority to escalate the matter by sending the information directly to the **Central Vigilance Commissioner, Government of India.**

8.8 Interpretation: The term "Monitor" applies to both the singular and plural forms.

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 Governing Law and Jurisdiction: This Integrity Pact is governed strictly by **Indian Law**. The official place of performance and legal jurisdiction for any disputes is the corporate head office of the Principal in **New Delhi**.

10.2 Amendments and Side Agreements: Any modifications, additions, or notices of termination must be executed **in writing**. No verbal or informal side agreements have been made

10.3 Signing Requirements for Joint Ventures: If the Contractor operates as a partnership or consortium, this agreement must be **signed by every individual partner** or member of the consortium to be legally valid.

10.4 Severability of Terms: If any specific provision in this agreement is found to be legally invalid or unenforceable, the **rest of the agreement remains fully effective**. In such a case, the parties agree to negotiate in good faith to replace the invalid clause with a valid one that matches their original intent.

FOR AND ON BEHALF OF CONTRACTOR

FOR AND ON BEHALF OF PRINCIPAL

Annexure-B (BANK MANDATE FORM)

यूनियन बैंक ऑफ इंडिया  **Union Bank of India**

एक भारतीय राज्य उद्योग (A Government of India Undertaking)



(A Govt. of India Undertaking)

MID CORPORATE BRANCH, DELHI SOUTH

D -26-28, Connaught Place, NEW DELHI -110001

Tel: +91-9137849790; Fax: 01-11 23414330 ; Swift: UBININBBNDL

Email: ubin0549797@unionbankofindia.bank

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

Date: 18.01.2023

TO WHOMSOEVER IT MAY CONCERN

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

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

Bank Stamp with Authorized Signatory

Date 20-01-2023

Page 1 of 1

Particulars of the Bidder

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

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Annual Turnover from IT/ITES/CCTV Surveillance & 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:

Full Address of Bidder (Supplier) entity:

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

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

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

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Performa of letter of Undertaking for Bid Validity

To
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: _____

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
Signature of Authorized Signatory

Place: _____

Date:_____

Address: _____

Mobile:_____

Email ID:_____

Credentials Summary

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

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Self-Declaration For Non Black Listing

ON BIDDER'S LETTER HEAD

Bidder Ref. No.

..... Dated :

.....

.

To

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: _____

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: _____

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

KNOW ALL MEN BY THESE PRESENTS,

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

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

Date_____.

For **Name of Bidder**,

Executed

Accepted

Witnesses _

LAND BORDER DECLARATION CERTIFICATE

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

EOI Document No: Date:

Bidder's Name, Address & contact details:

..... Bidder's Reference No.

..... Date:

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

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

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

Penalties for false or misleading declarations:

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

(Signature with date)

(Name and designation)

Duly authorized to sign Bid for and on behalf of

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

PRICE BID FORMAT

SL. No.	ITEMS	Unit	Qty	Unit Cost	Total Price
1	8MP V/F Bullet Camera for surveillance	Nos	30		
2	5MP V/F Bullet Camera for surveillance	Nos	250		
3	5MP 45x PTZ Camera for surveillance	Nos	20		
4	Video Management Software Base Licence	Set	01		
5	Video Management Software channel Licences	Set	600		
6	Video Recoding Server	Set	2		
7	Failover and Management Server	Set	3		
8	16TB Surveillance Enterprises HDD	Nos	30		
9	Distribution Switches 26-Port 10G Stackable L3 Managed Aggregation Switch with 6 25G Slots	Nos	6		
10	Supply of Network Management System with channel license	Set	1		
11	Hardware Controller for Centralized Management Hardware Device with manage upto 200 Switches	Nos	2		
12	24-Port 25G Stackable L3 Managed Aggregation/Core Switch with 4 100G	Nos	4		
13	24-Port Gigabit Stackable L3 Managed Switch with 4 10G Slots	Nos	1		
14	100G QSFP28 Direct Attach Copper Cable	Nos	2		
15	Field Industrial Access Switch DIN Rail10-Port Gigabit Industrial Easy Managed Switch with 6-Port PoE+ and 2-Port PoE++	Nos	116		
16	24v 10A Industrial Power supply for Poe Switch	Nos	232		
17	Fully Loaded LIU/FDB For OFC terminations	Nos	136		
18	10GBase-LR SFP+ LC Transceiver 20 Kilometre	Nos	15		
19	10GBase-LR SFP+ LC Transceiver 80 Kilometre	Nos	40		

20	1000Base-LX SMF Mini GBIC Module Industrial Type	Nos	290		
21	24 Port, 1U Rack Mount Fibber Enclosure (LIU) including Splice Trays and Adapter	Nos	2		
22	Cat6 UTP Unshielded LSZH 5mtr Patch Cords for Work Stations & Rack	Nos	20		
23	3Mtr, Duplex Single mode 9/125 OS2 LSZH Fibber Patch Cable, SC-LC, LC-LC or SC-SC	Nos	110		
24	24 Port, 1U Category 6 Unshielded Patch Panel Full loaded	Nos	2		
25	Temperature and Dust controlled outdoor Enclosure For Poe Switch and UPS	Nos	110		
26	Firewall System with Licence	Nos	1		
27	Workstation i9 13th generations, 32GB Ram, 4GB Graphics, 512GB SSD, widows Professional with keyboard, mouse and all as per solution requirements	Nos	4		
28	Supply & Laying of 6 core Armour single mode Optical Fiber Cable with Termination	Meter	40,000		
29	supply and Laying Outdoor of Cat6 UTP Network Cable with 25mm PVC pipe	Meter	8,000		
30	Supply & Overhead Laying of 3Core 1.5sqmm Armoured Copper power HDPE pipe and termination	Meter	5580		
31	SPD (Surge Protector Device) For every outdoor enclosure	Nos	140		
32	Supply 10kva Online Rack mountable UPS with two hours battery backup	Nos	2		
33	1 KVA Online UPS with 30min battery Backup	Nos	110		
34	IP66 ABS Junction Box 4x4 with hose and U Clamp	Nos	410		
35	3Mtr GI Hexagon/Octagon Tubular Pole with foundation plate, bolt & earthing for Camera	Nos	89		
36	Installation & Commissioning of CCTV Cameras	Nos	300		
37	Installation & Commissioning of Video Management Software	Lum sum	1		
38	Installation and Commissioning of Network Management System 1	Lum sum	1		

39	Installation and Commissioning of Server	Lum sum	1		
40	Installation & Commissioning of 10kva Online Rack mountable UPS with two hours battery backup	Nos	2		
41	Installation & Commissioning of 1 KVA Online UPS with 30min battery Backup	Nos	110		
42	Installation and Commissioning of Other Network Devices/Equipment	Lum sum	1		
43	1st Year O&M(After DLP)	Lum sum	1		
44	2nd Year O&M	Lum sum	1		
45	3rd Year O&M	Lum sum	1		
46	4th Year O&M	Lum sum	1		

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

MSME UNDERTAKING

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

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

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

IN FAVOUR OF:

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

WHEREAS:

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

NOW THEREFORE, the bidder hereby undertakes and agrees as follows:

1. The bidder acknowledges and confirms that the BECIL shall be liable to make payments only upon receipt of corresponding payments from the Principal Employer/client. Accordingly, the bidder shall not raise any claims, demands, interest, compensation, or initiate any legal proceedings against the BECIL for any delay in payment arising out of delayed release of funds by the Principal Employer/client.
2. The Bidder waives any rights under the Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) or any similar legislation or regulation, to the extent such rights conflict with the agreed payment terms under the Subcontract Agreement. The bidder further waives its right to claim Interest on delayed payment by the BECIL, under the Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) or any similar legislation or regulation for the time being in force in India.
3. This obligation shall survive the termination or expiry of the Contract signed with the successful bidder selected through this EOI process.

Signature & Stamp of Bidder

PRE-BID AGREEMENT

between

Broadcast Engineering Consultants India Ltd

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

and

[vendor name]

[Vendor Address]

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WORK ARTICLE 4: ROLES AND RESPONSIBILITIES

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ARTICLE 6: PERIOD OF AGREEMENT ARTICLE

ARTICLE 7: PAYMENT AND COMMERCIAL ARTICLE

ARTICLE 8: GENERAL TERMS & CONDITIONS

SCHEDULE 1: DETAILED SCOPE OF WORK

PRE-BID AGREEMENT

This Pre-Bid Agreement is executed at Noida on this ____th day of _____ 2026 (“Effective Date”).
Between

Broadcast Engineering Consultants India Limited, a Mini Ratna Public Sector Enterprise of the Government of India having its Registered Office at 56-A/17, Block-C, Sector-62, Noida -201301 (U.P.) and Head Office at 14-B IP Estate Ring Road, New Delhi -110002 acting through **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 (The 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 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

2.2.7. 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

ARTICLE 4: ROLES AND RESPONSIBILITIES

- **4.1 Joint and several liability:** Both BECIL and the Backend Consortium are fully responsible for following all rules in the agreement and the main tender.
- **4.2 Mutual breach:** If one party breaks a rule or fails to perform, it counts as a breach of contract for both parties.

Clause 4.2: Permanent Partnership

- 4.2.1 Irrevocable members:** Neither BECIL nor the Back-end Consortium can leave the partnership before the project ends.
- 4.2.2 Full completion:** Both parties must stay together until the entire tender, work, or project is completely executed.

DUTIES & OBLIGATIONS OF BACKEND CONSORTIUM:-

Scope of Supply

- 4.1.1** The Backend Consortium shall supply the entire range of goods and services required for the efficient and complete execution of the scope of work defined under the Tender.
- 4.1.2 Standards of Performance**
The Backend Consortium shall establish state-of-the-art, optimum, and industry-standard performance benchmarks for the project. The Consortium shall execute all Services with due diligence, efficiency, skill, and care, adhering strictly to recognized professional standards while acting at all times to protect the best interests of BECIL.
- 4.1.3 Compliance with Tender Terms**
The Backend Consortium confirms it has read, understood, and agreed to all terms and conditions of the [Insert Tender Name/Number] Tender, and pledges to fully support BECIL in complying with the same
- 4.1.4 Operational and Manpower Readiness**
The Backend Consortium acknowledges the on-ground technical complexities of the project and confirms that its proposed manpower allocation has been fully optimized to meet the project's scope of work
- 4.1.5 Clearances and Right of Way (ROW)**
The Backend Consortium fully understands all project requirements regarding Right of Way (ROW), terrain challenges, and necessary statutory or regulatory clearances. The Consortium shall manage and secure all such requirements at its own cost, ensuring BECIL bears no liability or financial obligation in this regard.
- 4.1.6 Risk and Timeline Adherence**
The Backend Consortium explicitly accepts all project risks and conditions concerning time

overruns, cost overruns, payment terms, liquidated damages, and penalties. The Consortium commits to strictly adhering to the mandated project timelines upon contract award.

4.1.7 Scope Modifications

The Backend Consortium agrees to accommodate any changes to the scope of work up to [Insert Percentage, e.g., 20% / or "requested by BECIL"], including all incidental and ancillary modifications necessary to achieve the Tender's objectives, without demanding any additional cost or compensation from BECIL.

4.1 DUTIES AND OBLIGATIONS OF BECIL

4.1.1. BECIL shall act as coordinator/ Project Management Consultant of the consortium combined activities. Providing timely feedbacks and correspondences with the on the various stages of project deliverables.

4.1.2. To ensure the technical, commercial and administrative coordination of the work package.

4.1.3. To lead the contract negotiations of the work package with the authority.

4.1.4. BECIL is authorized by Backend Consortium partners to receive instruction and incur liabilities for and on behalf of all parties.

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

4.1.6. In the event that a project office is required to be opened at, the same shall be established and maintained with the necessary office infrastructure, as may be required for the execution of the project.

4.1.7. In the event of award of the project to BECIL, BECIL shall deploy or appoint Project Coordinator(s), as required, to manage the project and ensure effective coordination with the client and Consortium Partners.

4.2 RESPONSIBILITY MATRIX

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

P-Primary Responsibility

S-Secondary

Responsibility J- Joint

Responsibility

N- No Responsibility

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

S. NO.	Description	BECIL	BACKEND CONSO RT IUM
1.	Signing of contract/agreement with the/Letter of Acceptance (LOA)	P	N
2.	Submission of PBG to	P	N
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.	Coordination of Project execution in accordance with planned milestone.	P	S
6.	On-site monitoring in order to ensure timely completion.	S	P
7.	Keeping a track of project timelines/PERT chart and corresponding followup with customer including maintain the documentation of project Execution.	P	S
8.	Executing the entire Scope of Work to the satisfaction of the	S	P
9.	Providing project finance/working capital for timely execution of the project.	N	P
10.	Interaction with the client for project delivery and acceptance	P	S

4.3 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**.

4.4 JOINT AND SEVERAL LIABILITY

- 4.4.1 The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the package and in accordance with the terms of the RFP, which is limited to revenue sharing ratio. M/s and M/s shall also be jointly and severally responsible as back end consortium for execution of this project.

ARTICLE 5: COOPERATION OF THE TRANSACTION

- 5.1 The parties agree to abide by the broad Responsibility Matrix mentioned above 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 No. 1553 dated 05.09.2026.

ARTICLE 6: PERIOD OF AGREEMENT

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

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

ARTICLE 7: PAYMENT AND COMMERCIAL

- 7.1. BECIL will Provision the EMD to [Client Name] as per the Primary tender requirement.
- 7.2 [vendor name] will provision for Back to Back EMD of equal amount to BECIL, except in case the [vendor name] is MSME/Start Ups and are exempted from paying EMD as per GOI guidelines.
- 7.3. BECIL shall furnish Performance Security in the form of PBG as per the terms and conditions of primary tender.
- 7.4 [vendor name] will furnish back to back performance Security in the form of PBGs to BECIL as per the terms & conditions of the primary tender. The PBG shall remain valid up to 60 days beyond the date of expiry/date of claim of the PBG submitted by BECIL to [Client Name] .
- 7.5. [vendor name] will raise its invoices to BECIL based on milestone completion. BECIL will

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

7.6 BECIL shall be entitled to keep -----% of the project value (of bid value including taxes submitted by BECIL to [Client Name]) as its project management consultancy.

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

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

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

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

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

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

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

7.11.3 [vendor name] will not demand or make any claim under any law with respect to the pending payment till the time corresponding payment is received by BECIL from [Client Name]. BECIL shall not be responsible in any manner whatsoever for any delay in releasing the payments or withholding of payments by [Client Name].

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

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

7.11.6 If in the instant contract, [vendor name] is acting only as trader / reseller / distributor/

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

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

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

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

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

ARTICLE 8: GENERAL TERMS & CONDITIONS

8.1 AGENCY

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

8.2 CONFIDENTIALITY AND NON-DISCLOSURE

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

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

shall keep the same as secret and confidential and shall not disclose the same at all in whole or part to any Person or persons (including legal entities) at any time or use nor shall allow information to be used for any purpose other than that as may be necessary for the due performance of the [vendor name] obligations hereunder except when required to disclose under the due process and authority of law.

8.3 INTELLECTUAL PROPERTY RIGHTS

8.3.1 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.

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

8.3.3 The Backend Consortium shall not incorporate any materials, technology or any item or thing that involves the use of intellectual property rights or proprietary rights that the Backend Consortium 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.

8.3.4 The Backend Consortium 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 Backend Consortium 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.

8.4 RISK & COST CLAUSE

8.4.1 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.

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

8.4.3 Agency/ Bidder's poor progress of the work vis-à-vis execution timeline as stipulated in the

Contract, backlog attributable to Agency including unexecuted portion of work/ supply does not appear to be executable within balance available period.

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

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

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

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

8.5 Extension of time

8.5.1 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.

8.5.2 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.

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

8.6 LIQUIDATED DAMAGES

If the Backend Consortium 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:

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

8.6.2 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.

8.6.3 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).

8.6.4 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.

8.7 UNDUE INFLUENCE

8.7.1 The Backend Consortium undertakes that it has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the BECIL 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.

8.7.2 Any breach of the aforesaid undertaking by the Backend Consortium 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 Backend Consortium and recover from the Backend Consortium the amount of any loss arising from such cancellation.

8.8 UNETHICAL PRACTICE

8.8.1 If the Backend Consortium has engaged in corrupt, fraudulent, collusive and coercive practices or defaulted commitments under integrity.

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

8.8.3 If the Backend Consortium 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:

8.9 PENALTY FOR UNETHICAL PRACTICE AND UNDUE INFLUENCE

8.9.1 Forfeiture of Bank guarantee or any other bond or bid security submitted by the Backend Consortium .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.

8.9.2 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 Backend Consortium.

8.10 risk

8.10.1 In the event of any penalties, deductions, disincentives, or charges levied by the

.....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.

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

8.11 TERMINATION

8.11.1 ermination of Contract by BECIL due to unsatisfactory performance

8.11.2 If the Backend Consortium 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 Backend Consortium to:-

8.11.3 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 Backend Consortium 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 Backend Consortium and the Contract shall be deemed terminated after a period of 15 days from the date of notice of termination.

8.11.4 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 Backend Consortium 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.

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

8.11.6 Termination due to breach

8.11.7 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 Backend Consortium , and the contracts shall be deemed terminated after the end of the period of fifteen days from the date of notice of termination.

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

8.11.9 If the Backend Consortium abandoned or repudiated the Contract;

8.11.10 If the Backend Consortium has without valid reason failed to commence work on the project promptly;

a. If the Backend Consortium 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;

b. If the Backend Consortium 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;

c. If the Backend Consortium has obtained the contract as a result of undue influence or has adopted unethical means/corrupt practices.

d. if the information submitted/furnished by the Backend Consortium is found to be incorrect;

e. That any pending bills/ invoices raised by the Backend Consortium, 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 Backend Consortium, respectively.

8.11.11 Termination due to Insolvency

8.11.12 If the Backend Consortium 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 :-

8.11.13 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 Backend Consortium 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.

8.11.14 Termination for Convenience

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

8.12 POST TERMINATION RESPONSIBILITY

8.12.1 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.

8.12.2 That any pending bills raised by the Backend Consortium, 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.

8.12.3 The Backend Consortium 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.

8.12.4 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 Backend Consortium is liable to be forfeited without prejudice to the right of BECIL to recover from the Backend Consortium. any accruing or incurred losses or damages, on account of termination of contract due to unsatisfactory performance/ delay in execution of work

8.13 TAXES

8.13.1 Backend Consortium 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.

8.13.2 Should Backend Consortium 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, Backend Consortium shall pay the same. Backend Consortium shall indemnify BECIL against any and all liabilities or claims arising out of this Agreement for tender for such taxes including interest and penalty by any such Tax Authority may assess or levy against the BECIL.

8.14 INDEMNITY

8.14.1 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 Backend Consortium ;
- b. Any breach by the Backend Consortium of any of its obligations under this Contract or from any negligence under the Contract, including any errors or deficiencies in the performance its scope of work.

8.14.2 That BECIL shall have no liability whatsoever for any injury/death to the staff of Backend Consortium caused or suffered during the performance of it's obligations hereunder

8.15 ASSIGNMENT AND SUB-CONTRACTING

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

8.15.2 Backend Consortium shall not participate directly or indirectly whether in consortium or separately in Tender and shall not quote rates to any other party participating/pre-qualified for the current Tender directly or indirectly through its subsidiary, partnership, ownership, individual firm etc.

8.16 FORCE MAJEURE

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

8.16.2 Force Majeure shall not include (i) any event which is 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.

8.16.3 In the case of failure to perform this Agreement due to any force majeure, neither party shall be liable for such failure, nor this agreement shall be terminated automatically, if the persistence of such force majeure event continues for more than three months. In the case of failure to perform any part of this Agreement due to any force majeure, the party suffering from such force majeure may be exempted from corresponding liability to the extent of the impact of such force majeure. However, such party shall continue to perform other obligations under this Agreement which have not been affected by such force majeure.

8.17 GOVERNING LAW AND JURISDICTION

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

8.17.2 Where the Backend Consortium have not agreed to dispute resolution, the dispute/claims arising out of the tender and this agreement shall be subject to the jurisdiction of the competent courts at New Delhi, India.

8.18 ARBITRATION CLAUSE

8.18.1 Conciliation of Dispute

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

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

8.18.4 Reference of Dispute to Arbitration

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

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

- 8.18.7 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, The dispute(s)/ difference(s)/ controversy(s) shall be adjudicated by a single/sole Arbitrator empanelled with the Delhi International Arbitration Centre.
- 8.18.8 The seat of Arbitrations shall be at New Delhi and the Arbitration proceeding shall be conducted in English.
- 8.18.9 The award of Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by both the parties.
- 8.18.10 The provision of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time shall apply to the Arbitration proceedings under this Contract.
- 8.18.11 That any claim of damage(s) or loss (es) incurred by BECIL as a consequence of the invocation of the litigation/arbitration proceeding owing to the suspension or abandonment of work by the Backend Consortium shall be reimbursed by Backend Consortium .
- 8.18.12 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 Backend Consortium.

8.19 RIGHT TO INSPECTION

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

8.19.2 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.

8.20 NOTICES

8.20.1 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 other 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. [Lead representative
name]
Designation:
Address: [Vendor Address]
Email: [Vendor Email]

8.20.2 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.

8.20.3 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).

8.20.4 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.

8.21 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.

8.22 SURVIVAL

8.22.1 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.

8.22.2 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.

8.23 AMENDMENT

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

8.24 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.

8.25 DAMAGES

Once the Bid has been submitted for primary tender of, Backend Consortium cannot withdraw from the Agreement. Any damage/ loss caused to BECIL due to failure on the part of the Backend Consortium to enter into a detailed agreement with

.....shall be borne by the Backend Consortium and will be made good by the Backend Consortium in case BECIL has to make payment of any damages/penalty to

8.26 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.

8.27 By signing this Agreement, BECIL, and Backend Consortium acknowledge that it correctly records the understanding they have reached with regard to the Project.

8.28 Backend Consortium 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 for non-performance of the contract.

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

8.30 On award of the work of the..... tender to BECIL, BECIL may enter into a detailed Inter-se Agreement with Backend Consortium based on the terms and Conditions of the agreement, BECIL EOI,..... tender as well as the Contract signed between BECIL &

8.31 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 Tender/Work/Project.

8.32 Expenses towards bid preparation would be borne by the individual Parties viz. BECIL and Backend Consortium for their respective work. BECIL will not reimburse any such expenses to Backend Consortium towards preparation and submission of the bid.

8.33 Notwithstanding anything contained in any other agreement, document, correspondence,

arrangement between the parties in respect of..... Tender/ Works / Projects,
the Backend Consortium understands, agrees and undertakes that:

8.33.1 At any given point of time, Backend Consortium may not assign or delegate its rights, duties or obligations under this agreement to any other party, without prior written consent of BECIL.

8.33.2 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 Backend Consortium, 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 Backend Consortium.

BECIL shall interact with the Lead Member of the Backend Consortium in respect of this Agreement and its related matter for execution of this BSCL,.....project. BECIL shall not be responsible for any internal dispute or differences among the Backend Consortium.

All technical, financial and commercial terms and conditions of the Tender, except pricing, risk purchase, limitation of liability, advance payment & termination, will apply on back-to-back basis between BECIL and Backend Consortium for their respective part/scope of work. However, if Backend Consortium fails to fulfil its part of the work to the satisfaction of BECIL, then BECIL shall have the right to terminate the contract with Backend Consortium and get the same executed departmentally or by other agencies at the risk and cost of Backend Consortium.

8.34 BLACKLISTING/ DEBARMENT

Backend Consortium 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.

8.35 MSME

8.35.1 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.

8.35.2 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.

8.36 COUNTERPARTS

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

8.37 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 M/s BECIL	On Behalf of M/s
 (Binay Kumar Tiwari) Dy. General Manager BECIL	
Signature of Witness: Name: Title:	Signature of Witness: Name: Title:

SCHEDULE 1: DETAILED SCOPE OF WORK

[from client primary tender]