

TENDER DOCUMENT

Redesign, Development, Migration, Implementation, and Maintenance of BECIL Website in Compliance with DBIM 3.0 , WCAG 2.1 and GIGW 3.0

Reference No.:BECIL /Admin/IT/BECIL Website
/2026-27/01 dated: 29Sep 2026



Broadcast Engineering Consultants India Ltd.

(A Govt. of India Enterprises under Ministry of Information & Broadcasting)(A Mini Ratna Company)

Head Office:

14-B, Ring Road, I.P. Estate, New Delhi-110002,

Tel: 011- 23378823

Corporate Office:

C-56/A17, Sector-62, Noida -201307,

Tel: 0120-4177850

Email: harmohan@becil.com, Web: www.becil.com

INDEX

S. No.	Description of contents	Page No.
1.	General instructions to the bidders	1
2.	Notice Inviting Proposal	7
3.	Scope of Work	8
4.	Eligibility Criteria for the Bidders	14
5.	Evaluation Criteria (Technical)	16
6.	Bidding Process for the Bidders	18
7.	List of Clients (Annexure-I)	36
8.	Experience/ Completion Certificate (Annexure-II)	37
9.	Annual Turnover and Net worth (Annexure-III)	38
10.	Checklist for Qualification Criteria (Annexure-IV)	39
11.	Bidder Detail Form (Annexure-V)	41
12.	Undertaking and Acceptance Letter By the contractor (Annexure-VI)	42
13.	Undertaking as an Eligible Applicant (Annexure-VII)	43
14.	Self-Declaration for code of integrity (Annexure-VIII)	44
15.	Land Border Disclosure (Annexure-IX)	45
16.	Confidentiality/Non-Disclosure Agreement (Annexure-X)	47
17.	Bid Security Declaration For MSEs & Startup (Annexure-XI)	48
18.	Consolidated commercial Price Bid (Annexure-XII)	49
19.	BECIL Mandate Form (Annexure-XIII)	50



BROADCAST ENGINEERING CONSULTANTS INDIA LIMITED

(A Govt. of India Enterprises – A Mini Ratna Company)

An ISO 9001:2015 Certified Company
Head Office: 14-B, Ring Road, I.P. Estate,
New Delhi-110002, Tel.: 011-23378823
Corporate Office: C-56/A17, Sector-62,
Noida - 201307, Tel.: 0120-4177850

S.No.	Particulars	Details
1	Tender No.	BECIL/Admin/IT/BECIL-Website/2026-27/01
2	Name of Work	Redesign, Development, Migration, Implementation, and Maintenance of BECIL Website in Compliance with DBIM 3.0 and GIGW 3.0
3	Date & Time of Issue of EOI	Date: 02.10.2026, Time: 11:00 AM
4	Last date and Time for Submission of bids	7 .10.2026 Time 11:00 AM
5	Bid Opening Date and time	7 .10.2026 Time 11:30 AM
6	Place of Submission of bid/ Opening of bid	BECIL Bhawan C-56 A/17 , Sector 62, Noida-201307
7	Bid Processing Fee (Non-Refundable)	Rs. 2000.00+ GST (Proof of Submission in Bid)
8	Earnest Money Deposit (EMD)/ Tender Security (Refundable)	Rs. 6 0 ,000 /-
9	Type of Tender	Two bid system
10	Date & Time of opening of Financial bid	Intimated will be given to Technically qualified bidders only
11	Address for Communication of bids	BECIL Bhawan, C-56/A -17, Sector - 62, Noida - 201307
12	Contact details for this EOI	Name: Shri. Harmohan Sharma Designation: Assistant General Manager Email: harmohan@becil.com Mobile: 8130558217

13	Performance Bank Guarantee	5% of Order Value
14	Availability of Document	1. https://www.becil.com 2. CPP Portal for publish
15	Tender Validity	180 days from the Date of Opening of Tender.
16	Estimated Cost	30 Lakhs
17	Duration of Contract	The contract shall be for a period of 1 (ONE) Year and extendable for a further period upto 2 (Two) Years, subject to satisfactory performance.
18	Exemption for Earnest Money Deposit (EMD)	EMD is not required to be submitted by those bidders who are registered with the Central Purchase Organization and Micro and Small Enterprises (MSEs) as defined in MSEs Procurement Policy issued by Department of MSEs Procurement Policy issued by Department of MSME as per Rule 170 of GFR-2017. The MSME Certificate shall only be accepted for valid services as per scope of work. EMD will not be accepted in any other form. Bid without EMD will not be accepted. No interest is payable to EMD amount.

GENERAL:

The online bids should be submitted by the due date and time. The responsibility to ensure this lies with the Bidder. Bidder is solely responsible to ensure all prerequisites of online bidding on portal Portal (<https://gem.gov.in>) and BECIL Website before bidding.

The offer will be valid for 180 days from the date of tender opening and may be extended further if required from time to time. Bidder cannot withdraw their offer within the period of validity/extended validity, otherwise, the tender may be rejected.

Notice Inviting tender (NIT), Tender Document and Corrigendum/Addendum if any, will be posted on the E Tendering website CPP Portal. Bidders are advised to complete all submission related work well before Time and Date for Submission of Tender.

(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 bid submission or queries relating to e- tender Portal in general may be directed to the Helpdesk Support.

FOR ANY TECHNICAL RELATED QUERIES PLEASE CALL AT 24X7 HELP DESK NUMBER: -

E-tendering Phone No. 0120-4001002, 0120-4001005, 0120-4493395

Mail id: Support-eproc@nic.in

(Harmohan Sharma) Assistant General Manager (Admin),
Broadcast Engineering Consultants India Limited (BECIL)
BECIL Bhawan, C-56-A/17, Sector -62,
Noida - 201307 (Uttar Pradesh)
0120-4177850, E-mail: harmohan@becil.com
Web: www.becil.com

1. ABOUT BECIL:

- a. Broadcast Engineering Consultants India Limited (BECIL), a “Mini Ratna Company” of Government of India Enterprise under Ministry of Information & Broadcasting, was established on 24th March 1995 with 100% equity share capital held by President of India. BECIL is an **ISO 9001:2015, ISO 27001:2013 and ISO/IEC 20000-1:2018, CMMIL3** certified Company. The operations of BECIL are headquartered in New Delhi, Corporate Office in Noida and Regional Office in Bengaluru, Kolkata.
- b. Core Business areas of BECIL:- BECIL carries out business, both in India and abroad, in the field of broadcasting, communication, IT, electronic surveillance (namely CCTV, Access Control, intrusion, Fire Safety, Hydrants etc.), electronic media contents including films etc. the activities include but not limited to Supply, Installation, Testing & Commissioning, Consultancy Services, Technical Audit, Media Analysis, R&D, Project 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, Waste Management etc..
- c. BECIL has its Head Office in New Delhi, Corporate Office at Noida and Regional Office in Bangalore and Kolkata. BECIL is exploring geographical expansion in many states due to diversification in business portfolios.
- d. Over the years, BECIL has consciously groomed and developed a team of in-house, versatile and dedicated engineers and also cultivated and harnessing a vast reservoir of professionals drawn from various fields of Broadcasting Industry which includes 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.

2. Notice Inviting Proposal:

Name of Work: Broadcast Engineering Consultants India Limited (BECIL), a Mini Ratna Public Sector Enterprise under the Ministry of Information & Broadcasting, Government of India, invites proposals from eligible agencies for redesigning, developing, implementing, hosting and maintaining the official BECIL website (<https://www.becil.com>) in accordance with the latest **Digital Brand Identity Manual (DBIM) 3.0** and **Guidelines for Indian Government Websites and Apps (GIGW) 3.0** issued by the Ministry of Electronics & Information Technology (MeitY), Government of India. The selected agency shall modernize the website, enhance user experience, improve accessibility, strengthen cybersecurity, ensure multilingual readiness, and obtain compliance certification as applicable under prevailing Government of India standards.

2.1 The tender shall be submitted offline at BECIL Bhawan under “**Two Bid System**) as per tender document. The interested agencies are advised to submit bid along with EMD.

The Bidder must deposit / transfer EMD amounting to Rs. 60,000/-through RTGS/ NEFT in BECIL Account as per details attached.

2.1 BECIL reserves the right to reject any or all the bids without assigning any reasons whatsoever.

2.2 BECIL reserves the right to either increase or decrease the quantity of any or all the items included in suggestive bill of materials which are estimated requirements and therefore open to variation.

2.3 In case, the bidder has any doubt in submitting of bid, bidder may clarify the same in writing from BECIL or to visit BECIL Office at Noida where they may contact to AGM (Administration) for clarification.

2.4 The Technical Bids of bidders will be opened in the presence of the bidders who will be present at that time as per the schedule.

2.5 Every page of Technical as well as Financial Bid should be duly signed with dated by the authorized representative of the firm/ bidder. BECIL reserves rights to accept or reject any or all the bids, if it is not duly signed with dated.

2.6 BECIL reserves the right to amend or withdraw any of the terms and conditions contained in the tender Document or to accept or reject any or all the bids without assigning any notice or reason whatsoever and without incurring any liability to the effected bidders. The decision of the Broadcast Engineering Consultants India Limited, in this regard, shall be final and binding on all.

2.7 Bid documents can be downloaded from the BECIL website / CPP Portal .

2.8 Performance Security Deposit:- The successful bidder will have to deposit a Performance Security deposit shall be furnished @5% of Order value within 15 days from the date of receipt of the formal copy of order, drawn in the form of Account Payee Demand Draft (DD)/ FDR/ Bank Guarantee (BG) in favor of “Broadcast Engineering Consultants India Limited” payable at Noida . The Performance Bank Guarantee (PBG) is valid for contract period, plus 3 months beyond the date of contract period. In case BG is found to be forged, contract will be rejected and BECIL can take suitable action as per law.

3. SCOPE OF WORK

3.1 Website Study and Requirement Analysis

The selected agency shall:

- Conduct stakeholder consultations.
- Review the current BECIL website.
- Study existing content architecture.
- Prepare Information Architecture (IA).
- Develop sitemap and navigation structure.
- Submit Gap Analysis Report against DBIM 3.0 and GIGW 3.0 standards.

3.2 UI/UX Design

The agency shall design the following in compliance of DBIM 3.0 & GIGW 3.0 standards

Home Page

- Dynamic banner/hero section.
- Key services and business segments.
- Tenders and recruitment section.
- Latest news and announcements.
- Quick access citizen services.
- Media gallery.

Inner Pages

- Standardized content pages.
- Project pages.
- Department pages.
- Service pages.
- Download sections.
- Contact directories.

Design Requirements

- DBIM 3.0 compliant visual identity.
- Government-approved color palette.
- Approved typography standards.
- Standard iconography.
- Consistent visual language.
- Mobile-first design approach.

3.3 Development

The website shall be developed using latest updated technology as per Meity standards

3.4 CMS Requirements

The CMS shall provide:

- Content publishing workflow.
- Multi-user role management.
- Version control.
- Image and media management.
- Event management.
- News and announcements management.
- Recruitment management.
- Tender management.
- Search functionality.
- Audit logs.
- Backup and restore.

3.5 Content Migration

The agency shall:

- Migrate all existing website content.
- Clean and optimize content.
- Preserve URLs wherever feasible.
- Redirect obsolete URLs.
- Ensure metadata migration.
- Conduct migration validation.

3.6 DBIM 3.0 Compliance

The website shall implement:

- Standard Government of India visual identity.
- Prescribed design system.
- Government-approved iconography.
- Harmonized digital branding.
- Consistent UI components.
- Citizen-first user experience.

3.7 GIGW 3.0 Compliance

The agency shall ensure compliance with:

- Content Governance
- Usability
- Accessibility
- Performance
- Security
- Mobile Friendliness
- Search and Discoverability
- Website Policies
- Metadata Standards
- Lifecycle Management
- STQC certification of website

3.8 Accessibility Compliance

The redesigned website shall comply with:

- WCAG 2.1 AA standards.
- GIGW 3.0 accessibility requirements.
- Screen reader compatibility.
- Keyboard navigation support.
- Accessible forms.
- Text resizing functionality.
- Contrast compliance.
- Certification from IAAP auditors

3.9 Security Requirements

The website must include:

- HTTPS implementation.
- SSL certificate support.
- Secure authentication.
- CAPTCHA protection.
- Vulnerability assessment readiness.
- OWASP Top 10 mitigation.

- Protection against SQL injection and XSS.
- Audit logging.
- Security hardening.

The selected agency shall support:

- Vulnerability Assessment and Penetration Testing (VAPT).
- Security compliance recommendations.
- Rectification of identified vulnerabilities.
- Compliance from cert-In empaneled agency

3.10 Search Engine Optimization

The agency shall provide:

- Technical SEO.
- XML sitemap.
- Schema markup.
- Metadata optimization.
- Search Console readiness.
- Performance optimization.

3.11 Third-Party Integrations

The website should support integration with:

- Social Media Platforms.
- DigiLocker (where applicable).
- eOffice links.
- CPGRAMS.
- RTI Portal.
- Government Payment Gateways.
- Government notification services.

3.12 Testing

- The agency shall conduct **Functional Testing** (Link validation, Form Testing, Workflow testing) **Compatibility Testing** (Chrome, Edge, Firefox, Safari etc), **Mobile Testing** (Android,iOS) and **Compliance Testing** (GIGW validation, Accessibility validation, DBIM compliance review).

3.13 Hosting Services

The selected agency shall provide and manage hosting services for the website including:

(a) Cloud Hosting

- Government Community Cloud (GCC), NIC Cloud, or Government-approved Cloud Service Provider.
- Production, Staging, and Development environments.

(b) Hosting Features

- Minimum 99.5% uptime.
- Scalable infrastructure.
- Load balancing.
- Automated backups.
- Disaster Recovery mechanism.
- Monitoring and logging tools.

(c) Backup

- Daily incremental backup.
- Weekly full backup.
- Backup retention policy.
- Restoration support.

3.14 Deliverables

1. Requirement Analysis Report.
2. Website Design Mockups.
3. Responsive Website.
4. CMS Platform.
5. Migrated Content.
6. Security Audit Report from Cert-in empaneled agency.
7. Accessibility Compliance Report- from IAAP certified auditor
8. GIGW Compliance Report along with certificate.
9. Source Code and Database.
10. Training and Documentation.
11. Hosting Setup and Configuration.
12. Warranty and AMC Support.

3.15 Warranty & Comprehensive Annual Maintenance Contract (AMC)

The bidder shall provide a **comprehensive warranty support period of One (01) year from the date of Go-Live without any additional cost (free of charge) to BECIL**. During the warranty period, all defects, bugs, security vulnerabilities, performance issues, compliance-related observations, and application-related support services shall be rectified by the bidder free of cost.

Upon completion of the one-year warranty period, the website shall be covered under a **Comprehensive Annual Maintenance Contract (CAMC) for a period of Two (02) years on a chargeable basis**, as per the rates quoted by the successful bidder in the Financial Bid. The CAMC shall include application support, hosting management, security updates, backup and disaster recovery, compliance maintenance, content management support, technical assistance, and minor enhancements.

- 3.16** Bidder is responsible for configuring the SSL for BECIL website and whitelisting of Becil domain and subdomain if required.
- 3.17** BECIL may ask the source code from bidder any time during the contract or at the end of contract period. Bidder cannot share the source code anywhere, he /she responsible for the security of source code.
- 3.18** There should be a provision of further implementation in website as per latest guidelines issued from MIB/Meity on approval basis.
- 3.19** The website should be maintained and hosted in a manner that it is eye-catching, with a pleasant and appealing colour-code, portraying activities of the Organization.
- 3.20** Time to time updation in the banner section as per latest guideline by MoIB or instruction by BECIL.

4 **ELIGIBILITY CRITERIA FOR THE BIDDERS:**

Following are the Qualification Criteria to participate in the tender for Redesign, Development, Migration, Implementation, and Maintenance of BECIL Website in Compliance with DBIM 3.0 and GIGW 3.0 and WCAG 2.1 AA

1. The bidder should have experience of minimum 3 years in the field of website designing, development, hosting in any Central Govt. /State Govt. / PSU/ Autonomous body/Listed Company. The bidder must have successfully completed the similar work (as mentioned below) during the last three years ending the last day of the month previous to the one in which tenders are invited.
 - Three similar works each costing not less than **12 Lakh.** or
 - Two similar works each costing not less than **18 Lakh** or
 - One similar works each costing not less than **24 Lakh**

(Supporting documents are required: a. Work Order/Contract, b. The completion certificate / in progress after go live (Certified by CA for payment receipt), must be duly signed by the competent authority of the department responsible for the execution of the projects.)
2. The Bidder's average annual turnover in the relevant field, during three Financial Years i.e (2022-23, 2023-24, 2024-25) duly certified by Chartered Accountant should not be less than **Rs.1 Crore** .The same must be certified by a Chartered Accountant (CA) (after bid float date) with UDIN, and the bidder must submit documentary evidence as proof. Net worth of the bidder's must positive in all the said FY. As per attached **Annexure III**
3. The contractor must be registered under **ISO's (9001-2015, 27001:2022, 20000-1:2018, CMMIL3 or above certificate from CMMI Institute)** standards prior to the bid publication date.
4. The bidder should have access to or has available liquid assets, lines of credit and other financial means to meet cash flow that is valued at 10% of the estimated bid value net of applicant's commitments for other contracts. The audited balance sheet and/or banking reference certified by chartered accountant with his/her stamp, signature and membership number shall be submitted by the bidder along with bid.

Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the Banking references will be considered. Otherwise the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity.

The banking reference should be from a Scheduled Bank in India and it should not be more than 3 months old as on date of submission of bids.
5. The Bidder shall give full details of the constitution of the Firm/JV/Company etc. and shall also submit following documents (as applicable), in addition to documents mentioned above:
 - (a) **Partnership Firm:** The Bidder shall submit self-attested copies of (i) registered/notarized Partnership Deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other persons(s), authorized by all the partners to act on behalf of the firm and to submit & sign the Bid, sign the agreement, witness measurements, sign Measurement Books, receive payment, make correspondences, compromise/settle/relinquish any claim (s) preferred by the firm, sign „No Claim certificate“, refer all or any dispute to arbitration and to take similar action in respect of all Bids/contracts

OR said Bid/contract.

- (b) **Company registered under Companies Act-1956/ 2013:** The Bidder shall submit (i) the copies of MOA (Memorandum of Association) and AOA (Articles of Association) of the Company; and (ii) Power of Attorney duly registered/notarized by the company (backed by the resolution of Board of Directors) in favor of the individual, signing the Bid on behalf of the Company.
6. The bidder should not be under liquidation, court receivership or similar proceedings should not be bankrupt in last 3 year. The bidder must upload undertaking to this effect with bid. A declaration to this effect must be submitted by the bidder on a Rs.100 stamp paper.
 7. Undertaking & Acceptance as per **Annexure-VI** must be submitted by the bidder on Rs.100 stamp paper.
 8. Copies of documents regarding registration of bidder/Firm with EPF, ESIC , PAN ,GST Registration under Contract Labour(Regulation & Abolition) Act, 1970 & Central Excise/Goods and Service Tax as per rules in vogue to be uploaded with offer. Above document must be before bid publish date. It is mandatory to upload it with tender offer.
 9. The Bidder must have a Branch Office in Noida/Delhi/National Capital Region (NCR).
 10. Undertaking (on Non Judicial stamp paper of Rs.100/-, duly Notarized) that the bidder should not be boycott, blacklisted or debarred from any government department/Public Sector undertakings/Banks/financial Institution in India from participation in tender on the date of submission of bids, either in individual capacity or as a Huff/member/director of partnership from LLP.JV/ Trust/Company.
 11. The Bidder must provide a list of clients/customers with contact details such as postal address, landline phone no. & cell phone no. and e-mail id where services has been provided in the last three years i.e. (2022-23, 2023-24, 2024-25) in the format given at **ANNEXURE-I**.
 12. The Bidder is required to enclose self-attested Documentary proof (duly stamped) as per the Check List given at **ANNEXURE-IV** in support of each of the above relevant qualification criteria along with the Technical Bid, failing which their bids shall be summarily/out rightly rejected and will not be considered any further.
 13. The bidder should not have any such official working in their employment that have already worked and/or have been retired from the authority inviting the bid.

5 Technical Evaluation Criteria

The following criteria and point system will be followed for the award of contract/work:

S. No.	Criteria	Max. Marks
1.	Average Annual Turnover in Website Development / Maintenance /Hosting during FY 2023-24,2024-25 & 2025-26 (Relaxation of 50% in Average Turnover for MSEs & Startup)	15
	- Average Annual Turnover 1 Cr to 3 Cr - Average Annual Turnover < 3 Cr to 5 Cr - Average Annual Turnover > 5 Crore	5 10 15
2.	Experience of Successfully Completed Similar Website (Central Govt/State Govt/PSU/Autonomous body/Listed Company) Development/Redesign / hosting during last three financial years (FY 2022-23, FY 2023-24 & FY 2024-25) supported by Completion Certificates (In case of ongoing after go live CA certificate for payment receipt required)	15
	1 Work Order value each minimum 24 Lakh and above or 2 Work Order value each minimum 18 Lakh or 3 Work Order value each minimum 12 Lakh	15
3.	Experience in Development and Maintenance of Government Websites including STQC/GIGW Compliant Websites and Security Audit Support (Relaxation of 1 year for MSEs/Startups)	15
	3-5 Years (For MSEs & Startup- 2-4 Years) > 5-7 Years (For MSEs & Startup- >4-6 Years) >7-10 Years (For MSEs & Startup- >6-9 Years)	5 10 15
4.	Quality Certificates	10
	- ISO 9001: 2015 - ISO 27001:2022 - ISO 2000-1:2018 - CMMI Level 3 or above	2 2 2 4
5.	Qualification of Proposed Project Team (Web Designer, Developer, System Administrator). Average year of experience in development and Hosting (Verified CVs required through HR section on companies letterhead)	15
	1 - 3 > 3 - 5 > 5 and above	5 10 15
6.	Number of Government/PSU/Autonomous Body/Listed Company Websites Successfully Maintained / operated	15
	1 - 2 > 2 - 5 > 5 and above	5 10 15
7.	Office Location in Delhi/NCR (within 20 km of BECIL Corporate Office, Noida)	5
8.	Technical Presentation and Proposed Homepage Design for BECIL Website (Atleast two nos.) compliance with GIGW 3.0 and DBIM 3.0	10
	Total Marks	100

Note :- The minimum Qualifying marks will be 70 out of 100.

- The bidder should score technical score more than or equal to 70 out of 100 in the technical bid evaluation process to be qualified for commercial evaluation.
- The score of the bidder, as per the documents submitted, shall be allotted by Evaluation committee constituted by the BECIL and its decision will be final.
- Only those bidders that have achieved at least minimum qualifying score (70 marks out of 100) and qualified in each of the individual technical parameter will be treated as qualified and only their commercial proposals will be opened.
- In the case of a tie between two or more bidders (i.e. equal commercial quote), the bidder with higher score under technical evaluation shall be ranked first in order.
- The reasons for selection or rejection of a particular response will not be disclosed. The award of order will be further subject to any specific terms and conditions of the contract given in this section.

Financial Bid Evaluation:

- The Financial bid shall be opened of only that bidder who has found to be technically eligible. BECIL shall inform the date, and time for opening of financial bid.
- Financial bid will be inspected to ensure conformance to the format provided in the tender document.
- Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between amount quoted in words and figures, the amount in words shall be taken for evaluation.

Bid Will be awarded as per L1.

BIDDING PROCESS FOR THE BIDDERS:

I. Bid Submission:

- a) The tender Bid will be submitted offline through E-procure portal/BECIL Website under “Two Bid System as per tender document. The interested agencies are advised to submit online bid through -Procure portal along with EMD for “Redesigning, Developing, Implementing, Hosting , and maintaining the official BECIL website (<https://www.becil.com>) in accordance with the latest **Digital Brand Identity Manual (DBIM) 3.0** and **Guidelines for Indian Government Websites and Apps (GIGW) 3.0**” compliance
- b) The Bidder must deposit/ transfer EMD amounting to **Rs. 60,000/-** through RTGS/ NEFT in BECIL Accounts, failing, the Bid will be rejected and not entertained in the bidding process.
- c) Exemption to Startups and MSMs shall be given in EMD as per GoI guidelines. Exempted firms must submit Bid Securing Declaration as per **Annexure XI** In lieu of Bid Security (i.e. EMD) along with valid registration certificate, else bids will be rejected
- d) The documentary proof in support of the qualification Criteria shall be enclosed as per the Check List given in the format.
- e) Bid should be submitted in a sealed Envelope as a Two packet bid (technical & Commercial) Mention “**Redesigning, Developing, Implementing, Hosting, and maintaining the official BECIL website (<https://www.becil.com>) in accordance with the latest Digital Brand Identity Manual (DBIM) 3.0 and Guidelines for Indian Government Websites and Apps (GIGW) 3.0**” compliance” with below details:

To,

Assistant General Manager (ADMIN)
Broadcast Engineering Consultants India Ltd,
C-56/ A-17, Sector-62, Noida-201307, U.P., India.
Tel:120-4177850
Email: harmohan@becil.com

- f) An Undertaking & Acceptance Letter by the bidder in the format shall also be enclosed with the Technical Bid.
- g) The bid must be valid for 180 days from the date of submission.
- h) The EMD may be submitted in the form of a Fixed Deposit Receipt, or Bank Guarantee from any of the Commercial Bank or online payment in acceptable form. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest

on or before the 45th day after the award of the contract under the RFP. The EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security/PBG from them as called for in the LOA/ WO/ Contract.

II. Last Date of Submission of Bid

Bid, complete in all respects, must be submitted / uploaded on or before the stipulated due date & time. For any delay in submission of bid, BECIL will not be held responsible.

- i) No time extension shall be granted to bidder by BECIL for submitting the bids along with supporting documents. Bidder must be careful and particular about dates of opening, closing and submission of bids. For any delays/loss/non-receipt, in this regard, BECIL shall not be held responsible. Bid Submission details as per Below:
- j) The Bid/ Offer submitted as documents, by telex / telegram / fax / Email or any manner other than specified above will not be considered / entertained. No correspondences will be entertained on this matter.

III. Opening of Bids:

Opening of Technical Bid/ Commercial Bid:

1. The Bid shall be accepted online under “**Two Bid System**” as per tender documents. The opening of bids by BECIL’s Committee and evaluate it as per scheduled date & time.
2. In case, any bidder fails to submit qualifying/ eligibility criteria with supporting documents, the offer/ bid of the bidder shall be rejected.
3. Bids received without EMD will be rejected without seeking any further clarification from bidder.
4. Bidder shall specifically confirm their agreement on compliances to all the para`s as specified in the tender document. Any non-compliances/ deviations should clearly be mentioned in Para`s.
5. **Conditional bids shall not be accepted** on any ground and shall be rejected straightway without any reason thereof. If any clarification is required, the same should be obtained before submission of the bids.
6. Validity of bids will be **180 days** from the closing date of the submission.
7. BECIL reserves the right to alter / modify the scope of work mentioned in the tender document and notify on BECIL Website.
8. The bidder shall verify the content of the tender document from the BECIL Website/ CPP Portal and ensure that no additions, deletions, or alterations have been made. Any deviation from the original content will not be accepted, and failure to comply will result in the summary rejection of the bid.
9. The bidder must have a dedicated or toll-free telephone number for service support. Failure to provide this information will result in the rejection of the bid.

GENERAL TERMS AND CONDITIONS

1. RELATIONSHIP BETWEEN THE PARTIES

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

2. INTELLECTUAL PROPERTY RIGHTS

2.1. Deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the Bidders under this tender document and subsequent to this tender in relation with this tender shall become and remain the property of BECIL/procuring entity and subject to laws of copyright, must not be shared with third parties or reproduced, whether in whole or part, without BECIL's/ the procuring entity's prior written consent.

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

2.3. The Bidder shall not incorporate any materials, technology or any item or thing that involves the use of intellectual property rights or proprietary rights that the Bidder does not have the right to use or that may result in claims or suits against BECIL arising out of claims of infringement of any intellectual property rights or other proprietary rights.

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

3. INDEMNITY

3.1 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 due to the act of omission or commission by its staff, against BECIL arising out of any act, deed or omission by the Bidder;
- b) Any breach by the Bidder 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.

3.2 That BECIL shall have no liability whatsoever for any injury/death to the Bidder or its staff caused or suffered during the performance of its obligations.

4. UNDUE INFLUENCE

- 4.1 The Agency/Bidder undertakes that it has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of 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.
- 4.2 Any breach of the aforesaid undertaking by the Agency/Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Agency) or the commission of any offenses by the Agency or anyone employed by him or acting on his behalf, as defined in the Bharatiya Nyaya Sanhita, erstwhile known as the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle BECI to cancel the contract and all or any other contracts with the Agency and recover from the Agency the amount of any loss arising from such cancellation, from the present or from any other contract with BECIL.

5. UNLAWFUL/UNETHICAL PRACTICES

- 5.1 If the Bidder has engaged in corrupt, fraudulent, collusive and coercive practices or defaulted commitments under integrity.
- 5.2 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.
- 5.3 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:

6. PENALTY FOR BREACH OF INTEGRITY, CONFLICT OF INTEREST AND UNDUE INFLUENCE

- 6.1 Forfeiture of Bank guarantee or any other bond or bid security submitted by the Bidder.
- 6.2 Cancellation/ termination of the Contract with the liberty to recover the accrued losses/damages by the Bidder including imposition of penal damages.
- 6.3 Initiation of Arbitration /legal proceedings to recover losses or damages incurred by BECIL due to the violation of ethical practice or use of undue influence by the Agency.

7. RISK AND COST CLAUSE

- 7.1 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 tender 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.
- 7.2 Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:
- 7.3 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.
- 7.4 Withdrawal from or abandonment of the work by Bidder before completion of the work as per contract.
- 7.5 Non completion of work/ Non-supply by the Bidder within scheduled completion/delivery period as per tender document or as extended from time to time, for the reason attributable to the Agency/ Bidder.
- 7.6 Termination of Contract on account of any other reason (s) attributable to Agency/ Bidder
- 7.7 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. CONFIDENTIALITY

8.1 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.

8.2 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.

9. 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.

10. AMENDMENT

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

11. JURISDICTION

18.1 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.

12. SUBCONTRACTING

12.1 The Bidder shall not subcontract the entire or any portion of the work to be performed by it.

13. TRANSFER AND SUB-LETTING

13.1 Transfer and sub-letting is not allowed.

14. ASSIGNMENT

14.1 All terms and provisions of this tender and subsequent Contract/ Agreement / work order with the successful Bidder shall be binding on both the parties and their respective successors and permitted assigns.

14.2 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.

14.3 BECIL may assign or novae 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.

15. SEVERABILITY

15.1 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.

16. ENTIRE CONTRACT

16.1 The Contract/ Agreement / work order with all Appendices and Schedules appended thereto, contents and scope/ specifications of the tender , all the corrigendum's, response to queries etc. that may be issued against this tender 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.

16.2 Period of the Contract

The contract shall remain valid for a period of One Year and further extendable upto t w o (02) Years (yearly basis) on the same terms and conditions based on satisfactory performance and mutual consent/approval of BECIL from the date as specified in the Letter of Acceptance/Agreement. However, BECIL may terminate the Contract by giving 30 days" notice without assigning any reason.

17. Miscellaneous Provision

- 17.1 During the contract period, the buyer may increase the quantity/ and contract value up to 25% as per GFR guidelines.
- 17.2 The Bidder should not have been barred or black-listed by any of the Central Govt. /Departments/Organizations/ PSUs in the past. An undertaking, in this regard, is required to submit in bidding processing.
- 17.3 The payment/ Invoicing should be made on monthly basis after satisfactory completion of the job and timely submission of bills along with copy of duty register and other statutory compliance documents of GST etc. Payment will be done within 20 days after submission of invoicing along with all compliance documents.

18. Performance Security Deposit

- 18.1 The successful bidder shall have to deposit a Performance Security to be furnished @5% of LOA Amount, or value of price bid within 15 days from the date of receipt of the formal copy of LOA. The Performance Bank Guaranty (PBG) is valid for contract period, Plus 3 months. In case BG is found to be forged, bid will be rejected and BECIL can take suitable action as per law.

19. POWER OF ATTORNEY

- 19.1 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 on letter head 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.
- 19.2 The Contract cannot be transferred or assigned by the Contractor to any Sub-company/ Agency without the prior written approval of BECIL.

- 19.3 Award of Contract: BECIL will issue the LOI/LOA/Work Order (WO) to the successful bidder whose proposal has been accepted.
- 19.4 Checklist and all the formats of the tender shall be certified by the Authorized Signatory for unconditional acceptance for all terms and conditions of „tender document i.e., No Deviation Certificate as per the prescribed format given in tender should be submitted by the bidder.
- 19.5 **Bidder Code of Conduct and Business Ethics**: BECIL is committed to its values & beliefs and business practices to ensure that companies and suppliers, who supply goods, materials, or services, will also comply with these principles.
- 19.6 **Bribery and corruption**: Bidders are strictly prohibited from directly or indirectly (through intermediates or subcontractors) offering any bribe or undue gratification in any form to any person or entity and / or indulging in any corrupt practice in order to obtain or retain a business or contract. In case of any bidder is found indulging in these unethical/ unlawful means, the bidders shall be disqualified and his EMD/PBG will be forfeited.
- 19.7 **Integrity, Indemnity & Limitation**: Bidder shall maintain high degree of integrity during its dealings with business/contractual relationship with BECIL. If it is discovered at any stage that any business/ contract was secured by fraud or misrepresentation or suspension of material facts, such contract shall be voidable at the sole option of the competent authority of BECIL. For avoidance of doubts, no rights shall accrue to the supplier in relation to such business/ contract and BECIL or any entity thereof shall not have or incur any obligation in respect thereof. The supplier shall indemnify BECIL in respect of any loss or damage suffered by BECIL on account of such fraud, misrepresentation, or suspension of material facts.
- 19.8 The vendor found to be indulging in the unethical/fraudulent practices, violating the code of integrity and the terms and condition of the tender or the successive work order/letter of award shall be eligible to be de-barred as per the department of expenditure guidelines on debarment of firms from bidding.
- 19.9 **Code of Integrity**: No official of a Purchaser or a Bidder shall act in contravention of the codes which includes Prohibition of:
- 19.9.1** Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- 19.9.2** Any omission, or misrepresentation that may mislead or attempt to mislead so that a financial or other benefit may be obtained, or any necessary obligation or pre-requisite may be avoided.
- 19.9.3** Any collusion bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
- 19.9.4** Improper use of information provided by the Purchaser to the Bidder with intent to gain an unfair advantage in the procurement process or for personal gain.

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

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

19.9.6 Obstruction of any investigation or auditing of a procurement process.

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

20. 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 nonresponsive. Bidder shall be required to declare the absence of such conflict of interest in Form Declarations. A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:

20.1 Directly or indirectly controls, is controlled by or is under common control with another Bidder or

20.2 Receives or have received any direct or indirect subsidy/ financial stake from another bidder; or

20.3 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

20.4 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

20.5 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/ Detailed 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.

21. **Compliance with Applicable Law:** Each Party to the Contract/ Agreement 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.

22. **ARBITRATION**

a) **Conciliation of Dispute :**

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

b) **Reference of Dispute to Arbitration proceeding post conciliation:**

- i) 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.
- ii) 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.

- iii) 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 empaneled with the Delhi International Arbitration Centre.
- iv) The seat of Arbitrations shall be at New Delhi and the Arbitration proceeding shall be conducted in English.
- v) 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.

23. TERMINATION OF CONTRACT

c) Termination of Contract by BECIL due to unsatisfactory performance:

- i. If the service engineer send by bidder is unable to discharge services satisfactorily or cause any security lapse due to negligence or omission of duty as specified in the present tender , , then it shall be open to BECIL at its option by written notice to the Contractor/Bidder to-:
- ii. To terminate the contract without prejudice to any other remedy available under the Contract at its disposal. That a notice of cure, highlighting the deficiency or problem shall be served on the Contractor/Bidder by BECIL, with an opportunity to cure the same within a window period of 15 days. That on the non-resolution of deficiency, a notice of termination shall be served on the Contractor/Bidder and the Contract shall be deemed terminated after a period of 15 days from the date of notice of termination.
- iii. 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 Contractor/Bidder in consequence of the above, shall stop forthwith any of its service then in progress, except such service as BECIL may, in writing, require to be performed at the designated site/premises

d) Termination due to breach:

- i) BECIL may, without prejudice to any other remedy available for the breach of contract, may terminate the contract in subsequence 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 Contractor/ Bidder, and the contracts shall be deemed terminated after the end of the period of fifteen days from the date of notice of termination.
- ii) The following sub-clauses shall attract the provision of termination, in the event if -:
- a) If the Bidder has abandoned or repudiated the Contract;
- b) If the Bidder has without valid reason failed to commence with the provision of services on the site immediately;

- c) If the staff deployed by the Bidder has persistently failed to perform the services in accordance with the Contract or persistently neglected in carrying out their obligations under the Contract without just cause;
- d) If the Bidder has obtained the contract as a result of ring tendering, or with illegal measures;
- e) if the information submitted/furnished by the Bidder is found to be incorrect;

e) Termination due to Insolvency

i) If the Agency/Bidder dissolves or become bankrupt or insolvent or cause or suffer any receiver to be appointed for its business or 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:-

ii) 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.

f) Termination for convenience:

i. BECIL may terminate the contract without assigning any cause or reason by serving a 45 day written notice on the Bidder/Contractor. The Contract shall be deemed terminated after the end of the 45 day period, from the date of the termination notice."

g) Indemnification by the Contractor /Bidder:

i) The Contractor/Bidder shall indemnify BECIL, against all actions, proceedings, claims, demands, costs and expenses which may be made against its official, employees, officers or Director in respect of or arising out of any failure by the Contractor/Bidder in the performance of its obligations under the Contract .

ii) BECIL or its officers, authorized agent or director shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor/Bidder and shall keep BECIL and its officers indemnified against all such third party damage and compensation whatsoever in respect thereof or in relation thereto.

24. POST TERMINATION RESPONSIBILITY

23.1 In all cases of termination herein set forth, the obligations of BECIL to pay shall be on pro-rata basis in proportion to the work completed by the Bidder prior to termination.

23.2 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.

23.3 That in the event of termination under clause 15.1 and 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.

25. NOTICES

23.4 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 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:

AGM (ADMIN)
Broadcast Engineering Consultants India Ltd,
C-56/ A-17, Sector-62, Noida-201307, U.P., India.
Email: harmohan@becil.com

26. DEBARMENT/ BLACKLISTING:

BECIL may take a decision to cancel the contract with immediate effect and / or debar / blacklist the bidder from bidding prospectively for a period of 2 years or as decided by BECIL or take any other action as deemed fit & necessary.

Blacklisting/ Debarment

- a) 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 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.
- b) Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/employee of the BECIL for showing any favour

in relation to this or any other contract, shall render the bidder to such liability as BECIL may deem fit, including but not limited to debarment, blacklisting and forfeiture of the bank guarantee and earnest deposit.

- c) In case, it is found that the Vendor/ Supplier/Contractor/Bidder / Consultant is indulgent in fraudulent/coercive practice at the time of the bidding process or during the execution of the contract, and/or on other ground as mentioned in the Integrity Pact, the contractor/bidder shall be banned/debarred for a period of two years from bidding.

27. FORCE MAJURE:

- 27.1 In the event of award of contract either party being rendered unable by force majeure to perform any obligation required to be performed by them under the contract, if any concluded, the relative obligation of the part affected by such force majeure lasts. The terms "Force Majeure" as implied here in shall mean acts of God, War, Civil riots, fire directly affecting the performance of the contract, floods and Acts and Regulations of respective Government of the two parties,. Both upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall within seventy two hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. If deliveries are suspended by force majeure conditions lasting for more than 2 (two) months, BECIL shall have the option of cancelling the contract in whole or part at its discretion without any liability on its part.
- 27.2 For the purpose of this Contract, the term "**Force Majeure**" shall mean an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or impractical as reasonable to be considered impossible in the circumstance, inclusive of but not limited to war, riots, civil disorder, earthquake, fire, strikes, lockouts or other industrial action (except where such strikes lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by the Government Agencies.
- 27.3 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by of such Party's agents or employees, nor(ii) any event which a diligent party could reasonably have been expected both to take into account at the time of the acceptance of the work order under this tender document, and avoid or overcome with persistent effort in carrying out its respective obligations.
- 27.4 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.

28. Bid Security:

The bidders shall furnish, as part of the technical bid, an Earnest Money/Bid Security of the amount as specified in the documents.

Any bid not accompanied by an acceptable Earnest Money/ Bid Security shall be rejected by the Employer as non-responsive.

The Earnest Money of successful bidders would be returned, without any interest whatsoever, after the receipt of Performance Security/PBG from them as called for the LOA/WO/Contract.

The bids shall be valid for 180 days from the date of opening.

29. The Bid Security/EMD will be forfeited

If the Bidder withdraws the Bid after its submission.

The Bidder does not accept the arithmetic correction of the bid price or

If the successful Bidder fails to sign the Agreement.

The decision of BECIL regarding forfeiting of the EMD and rejection of bid shall be final & shall not be called upon question under any circumstances.

Special Terms & Condition

1. Commercial Terms& Conditions: (For Three Year)

Payments Terms are as followed for BECIL Website Refer to BOQ attached as Annexure XII

- For BOQ S. No. 1, 80% payment will be released after go live of BECIL Website & 20% in equal quarterly basis.
- BOQ S. No. 2,3 & 4 after submission of STQC certificates and WCAG 2.1 AA Certificate by IAAP Professional.
- BOQ S. No. 5 & 6 on quarterly basis.

The AMC payment shall be made on a quarterly basis against satisfactory completion of the maintenance services for the respective quarter. The Agency shall submit the quarterly invoice along with the required maintenance/service reports duly certified by the authorized representative of the BECIL. The payment shall be released within 30 days from the date of submission and acceptance of the complete invoice and supporting documents, subject to applicable deductions, taxes, and other contractual conditions.

The quarterly maintenance charges shall be payable only after satisfactory completion of the scheduled preventive and corrective maintenance activities for the concerned quarter.

2. Delivery Period :

- Go live of BECIL Website after security Audit within 20 days after award of the work
- STQC within 90 days after go live
- WCAG 2.1 within 60 days after go live.
- Source Code is to be handed over to BECIL.
- CAMC Period - 2 Years after completion of 1 year warranty period.

LIST OF CLIENTS
(On bidder Letter Head)

S. No.	Name of Client	Period of contract	Value of contract	Name/Designation of Contact person	Telephone/ Mobile number

Signature:

Name & Designation of the Authorized Signatory:

Seal of the Organization:

Date:

Place:

EXPERIENCE /COMPLETION CERTIFICATE / WORK ORDER RECEIVED)**DURING LAST THREE FY)**

Name of Work: The work of.....(Full name of the work)..... –“has been Completed with following details

1	Name & complete address of the contractor	
2	Nature of entity (partnership firm/company)	
3 (a)	In case of partnership firm/IV, the names & shares of various partners members (as applicable)	
(b)	In case of pvt./ltd. Company, the names of directors	
4	Date of Acceptance/Letter of Acceptance	
5	Brief description of nature & scope of work	
6	Agreement No. & date	
7	Original Agreement Cost Final Agreement Cost	
8	Original date of completion (DOC)	
9	Actual date of completion Whether extension to DOC given with penalty or without penalty	
10	LD/Penalties/other recoveries made in contract	
11	GST/Service Tax (Included/Excluded) in payments	
12	Performance of contractor (Satisfactory/unsatisfactory)	

It is certified that the above work has been completed successfully in accordance with provisions of contract

Date of issue of certificate [.....]

Annual Turnover & Net worth

To

The Assistant 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	Total Turnover	Total Turnover of Bidder as per scope of work	Net Worth	Remarks
1	2022-23				
2	2023-24				
3	2024-25				
	Average				

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

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

Signature of Authorized

Signatory Place:

Date:

Address:

Mobile: _

Email ID:

Name & Signature

Issuing authority with seal

CHECK-LIST FOR QUALIFICATION CRITERIA

S.No.	Criteria	Remarks	Compliance (Yes/No)
1.	Bid Security/EMD of Rs. 60000 /- Only	Proof of online payment	
2.	In case of EMD Exempted	Valid MSME certificate must be enclosed.	
3.	1.As per Eligibility Criteria mentioned in Annexure- A for the Bidders	Documentary proof should be attached.	
	Three similar works each costing not less than 12 Lakh. or Two similar works each costing not less than 18 Lakh. or One similar works each costing not less than 24Lakhs.	Work Order/Contract along with completion certificate should be attached	
	2. Annual Turnover is not less than 1 Crore Lakhs for FY (2022-23,2023-24,2024-25)) in the relevant field	CA Certificate with UDIN as per Annexure-III. Relevant document balance sheet and P&L account , ITR should be attached.	
	3. ISO Certifications: 9001-2015, 27001:2022, 20000-1:2018,CMMIL3 or above	Valid certificates	
	4. Liquid assets $\geq$ 10% of bid value	CA certificate attached	
	5. Constitution of firm with proper documents	Relevant Documents Attached	
	6. Authorization Letter for bid submission on behalf of firm (as applicable)	Relevant Documents Attached	
	7. Certificate for non- liquidation, bankruptcy, etc.	Rs.100 Stamp Paper affidavit	
	8. Undertaking and Acceptance of Bidder as per Annexure-VI	Rs.100 Stamp Paper Stamp Paper	
	9.Bidder Detail form as per Annexure-V	Submitted on Rs.100 Stamp Paper	

	10. Branch office in Noida/Delhi/NCR	Relevant Documents Attached	
	11. Certificate for non- blacklisted or debarred as per Annexure VII	Relevant Documents Attached	
	12. List of clients with contact details	As per format attached in Annexure -I	
	13. Self-Attested Documentary Proof as per given checklist.	As per format attached in Annexure-IV	
	14. Declaration must clearly mention: "No employee in our firm has served or retired from the authority issuing this tender"	Relevant Documents Attached0	
	15. Manpower List as per scope of work in tender	Provide an HR declaration including the following details for each employee: i) Name ii) Designation iii) Date of Joining iv) Contact Number v) Payroll Status (on company payroll)	

BIDDER DETAIL FORM

Sl. No	PARTICULARS	REPLY
1.	Name of the Company along with CIN	
2.	Details of Registered Office Telephone Nos., Fax no., Email id.	
4.	Name, Designation, Specimen Signature, Address and Telephone No. of the Authorized person of Company to deal with.	
5.	Month and Year of Commencement of Business	
6.	Total number of Strength in the company:	
7.	Registration No. along with registration under: a) GST registration b) ESIC, c) EPF, d) PAN e) Registration under Contract Labour (Regulation & Abolition)Act, 1970.	
8.	Any other information, if required.	

Signature:

Name & Designation of the Authorized Signatory:

..... Seal of the Organization:

Date:

Place:

UNDERTAKING & ACCEPTANCE LETTER BY THE CONTRACTOR

(To be included in the Technical Bid)

(Submitted on Rs. 100 Stamp Paper)

I/We have carefully gone through the various terms and conditions listed in the “ **Tender For Redesign, Development, Migration, Implementation, and Maintenance of BECIL Website in Compliance with DBIM 3.0 and GIGW 3.0** ”. I/We agree to all these conditions and offer to service for BECIL and submitting this proposal after carefully reading the conditions and understanding the same without any kind of pressure or influence from any source whatsoever. I/We hereby sign this undertaking in token of our acceptance of various conditions listed in the document.

Place:

.....

**Signature of Authorized
Signatory on behalf of
Agency**

Date:

.....

Address:

.....

.....

Mob:

Email ID:

**(AFFIDAVIT ON A NON- JUDICIAL STAMP PAPER OF RS. 100/-)
(DULY NOTARIZED) UNDERTAKING AS AN ELIGIBLE APPLICANT**

1. I/We hereby confirm and declare that my/our firm /company M/s has not been put on defaulter list by EPF/ESI/GST/Labor Deptt. Etc. during last 4 years.
2. I/We hereby confirm and declare that my/our financial bid submitted as a part of this tender is sufficient to meet the statutory requirements of payment of minimum wages, EPF, ESI etc. as applicable to manpower that will be deployed by my/our firm/JV for this work in case the contract is awarded to me/us.
3. I/We hereby confirm and declare that my/our firm/company M/sis/are not involved in any illegal activity and/or has not been charge-sheeted for any criminal act during last five years.
4. I/We do hereby undertake that none of the Central / State government department / public sector undertaking / other government entity or local body has non-blacklisted or debarred us for business as on the date of tender submission.
(Note: If debarred/rescinded/terminated, please furnish details.)
5. I/We further undertake that in case any of the facts mentioned above and any particular mentioned in our applications are found otherwise or incorrect or false at any stage, my/our firm/company shall stand debarred from the present and future tenders besides rejection of financial bid, even if it is L1, and taking action under the provision of this Agreement including termination of contract if awarded, without any claims for any compensation, damages, cost, etc.

I/We know that to swear a false affidavit is a crime under the law and with such knowledge only I have sworn this Affidavit.

(Signature of Authorized Signatory and seal)

DEPONENT

Verified at _____ on _____ that the contents of paras 1 to 5 of this affidavit are true and correct and no part of this is false and nothing material has been concealed or falsely stated therein.

(Signature of Bidder)

DEPONENT

(Signature & Seal of Notary)

SELF DECLARATION FOR THE CODE OF INTEGRITY

(on Bidder Letterhead)

I/We shall maintain a high degree of integrity during the course of my/our dealings business/contractual relationship with BECIL. If it is discovered at any stage that any business/contract was secured by playing fraud or misrepresentation or suspension of material facts, I/We authorize BECIL to term such contract as voidable at the its sole option.

Place: _____

Signature of Authorized Signatory

on behalf of Agency

Date : _____

Address : _____

Mobile : _____ **Email ID:** _____

LAND BORDER DISCLOSURE CERTIFICATION
(on Bidder Letterhead)

In compliance with the Government of India's procurement policies regarding restrictions on bidders from countries sharing a land border with India, I/We hereby certify that:

I/We am/are NOT from a country that shares a land border with India,
OR

I/We am/are from such a country but have been duly registered with the competent authority as required by Government of India Order **No. F.18/37/2020-PPD dated 23.07.2020** and have attached the required registration certificate.

I/We understand that false representation or concealment of facts in this regard will render our bid liable for rejection and may lead to disqualification and blacklisting.

Place:

Date:

Address:

Mobile No.:

Email ID:

Signature of Authorized Signatory
(On behalf of the Agency with Seal)

CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT (NDA)**On Bidder Letter Head**

I/We further undertake that any sensitive, proprietary, technical, financial, or strategic information that may be accessed or shared during the course of our engagement with BECIL shall be treated as **strictly confidential**. This includes, but is not limited to, any data, documents, correspondence, or information pertaining to BECIL's operations, assets, personnel, IT systems, or associated entities.

I/We agree not to disclose, share, or misuse any such confidential information during or after the period of the contract, and understand that any breach shall attract legal action, including penalties and blacklisting.

Place:

Date:

Address:

Mobile No.:

Email ID:

**Signature of Authorized
Signatory (On behalf of the
Agency with Seal)**

Bid Security Declaration Form
(Applicable only for MSEs & Startups):
<To be submitted in company's letterhead>

To,

The Assistant General Manager(Admin.)
 Broadcast Engineering Consultants India Limited
 BECIL Bhawan, C-56, A/17, Sector-62, Noida-201307

Subject: Bid Security Declaration form for (Tender For Redesign, Development, Migration, Implementation, and Maintenance of BECIL Website in Compliance with DBIM 3.0 and GIGW 3.0) vide Ref. No. dated

Dear Sir,

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the MSE OEM/System Integrator/Service provider registered with MSME/NSIC/KVIC or such Central procuring agencies/Ministries registered with DPIIT are exempted from submission of Earnest Money Deposit. Accordingly, we M/s eligible for exemption from EMD as per the Govt of India OM and Guidelines/Directives and relevant documents/certificates are attached. Accordingly, we hereby declare that :-

We unconditionally accept the conditions of this Bid Security Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in BECIL for 2 years from the date of opening of this Bid if we breach our obligation(s) under the tender conditions if we:

- 1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the Bid validity; or
- 2) being notified within the bid validity of the acceptance of our bid by the Procuring Entity: refused to or failed to produce the original documents for scrutiny or the required Performance Security within 15 days from the date of issue of supply order/contract.
- 3) Fail or refuse to sign/accept the contract.

We know that this bid-security Declaration shall expire if the contract is not awarded to us, upon:

- 1) receipt by us of your notification of cancellation of the entire tender process or rejection of all bids or of the name of the successful bidder or
- 2) forty-five days after the expiration of the bid validity or any extension to it.

Sincerely,

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated on [insert date of signing]

Place [insert place of signing]

BOQ – FOR BECIL Website Revamp as per DBIM 3.0 , WCAG 2.1 and GIGW 3.0 Compliance

S. No	Description	QTY	Unit Rate (INR)	GST%	Total Cost
1.	One-time redesign of the website to ensure compliance with the standards and guidelines prescribed under DBIM 3.0 and GIGW 3.0. inclusive of one Year AMC	1			
2.	Security Audit by Cert In Empaneled (Annually)	3			
3	STQC Certification GIGW-3.0 compliance (one time)	1			
4	WCAG 2.1 AA Certificate Audited by IAAP Professional (Annually)	3			
5	Comprehensive Annual Maintenance of BECIL Website	2 Years	Unit Rate for 1 Year		Total Cost for 2 Years
6	Hosting of BECIL Website	3 Years	Unit Rate for 1 Year		Total Cost for 3 Years
	Total				

Annexure- XIII



HDFC Bank Ltd.
Ansal Fortune Arcade, K Block,
Sector-18, Noida - 201301. (U. P.)
Phone Banking - 011-61608161
Date: 27/12/2022

Mandate Form

The detail for the facilitating the payment are given below:

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. With STD Code	0120- 4177861
iv	(b) Fax Number	0120- 4177879
v	(c) Contact Person	Sh. Awadhesh Pandit General Manager – (Finance and Accounts)
vi	(d) E-Mail Address	panditmd@becil.com
vii	(e) Mobile No.	+91- 8130918866
B	Bank Particulars	
i	Bank Name	HDFC Bank
ii	Bank Telephone No. with STD Code	0120 - 4664332
iii	Branch Address with PIN Code	Ansals Fortune Arcade, K-Block, Sector-18, Noida-201301, Uttar Pradesh
iv	BSR Code	0510089
v	MICR	110240014
vi	SWIFT Code	HDFCINBB
vii	11 Character IFSC Code of the Bank (Either enclosed a Cancelled Cheque or obtain Bank Certificate as appended)	HDFC0000088
viii	Bank Account Number as appearing on the Cheque Book	50200076192513
ix	Bank Account Type	DOD Account
x	If Other, Specify	

Certified that the particulars furnished above are correct as per our records.

Bank Stamp with Authorized Signatory



www.hdfcbank.com

Regd. Office : HDFC Bank Ltd., HDFC Bank House, Senapati Bapat Marg, Lower Parel (West), Mumbai - 400 013.
Corporate Identity No. : L65920MH1994PLC080618