EXPRESSION OF INTEREST

FOR

FOR SELECTION OF BACK-END / SYSTEM INTEGRATOR / CONSORTIUM PARTNER

FOR

PARTICIPATION IN AAI TENDER FOR "SUPPLY OF IP BASED VHF TRANSMITTER, VHF RECEIVER, VHF ANTENNA AND ASSOCIATED ACCESSORIES"

EOI Ref No. BECIL/DGM/EOI/AAI/VHF/2026-27
Dated: 13.10.2026

Issued By

Mr. Khuswinder Singh Bhatia, Deputy General Manager

	Broadcast Engineering Consultants India Limited **(A Government of India Enterprise)** ***Head Office*: 14-B Ring Road, IP Estate,** **New Delhi- 110002** **Tel: 011 23378823, Fax: 01123379885** ***Corporate Office*: BECIL BHAWAN, C-56-A/17, Sector-62,** **Noida-201 307 Tel: 0120 4177850, Fax: 0120 417787** **Web: www.becil.com** **E-mail: khuswindersingh@becil.com**	

DISCLAIMER

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

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SECTION – I

INTRODUCTION AND BRIEF DESCRIPTION

1. ABOUT BECIL

Broadcast Engineering Consultants India Limited (BECIL), an ISO 9001:2015, ISO/IEC 27001:2013, ISO/IEC 20000:2012 certified Mini Ratna Central Public Sector Enterprise (CPSE), was incorporated on 24th March 1995 under the Companies Act, 1956 by the Government of India with 100% equity share capital held by the President of India through the Ministry of Information and Broadcasting. BECIL provides project consultancy services, turnkey solutions, System Integration, Operation & Maintenance services across broadcasting, IT infrastructure, electronic surveillance, and critical information infrastructure projects.

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, Defence 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

a) The Airports Authority of India (AAI), Rajiv Gandhi Bhawan, New Delhi, has invited bids via GeM Tender Ref. No. GEM/2026/B/7955668 (Bid Specific Document No. AAI/CNSP-07/2026-27) for the **"Supply of IP Based VHF Transmitter, VHF Receiver, VHF Antenna and Associated Accessories"**.

b) The estimated project cost is **₹ 40,13,17,520.04** (inclusive of GST). The project is non-divisible and involves supply, installation, testing, and commissioning (SITC) across two shipments/lots destined for NSCBI Airport, Kolkata (**Lot 1**) and the Central Radio Stores Depot (CRSD), Safdarjung Airport, New Delhi (**Lot 2**).

c) This Expression of Interest (EOI) is issued for the strategic selection of an Indian System Integrator / Backend Partner to support BECIL in its capacity as the Prime Bidder for the said AAI tender.

3. ELIGIBLE BIDDERS

a) The Bidder shall be a Company incorporated under the Companies Act, a Partnership Firm registered under the Indian Partnership Act, 1932, a Limited Liability Partnership (LLP) registered under the Limited Liability Partnership Act, 2008, or a Proprietorship Firm registered in India, satisfying the pre-qualification and technical criteria specified herein. Consortium of up to 3 members may also participate.

b) Only those bidders who satisfy the pre-qualification and eligibility criteria specified in the EOI shall be considered as Eligible Bidders and shall qualify for the opening and evaluation of their Technical and Commercial Bids.

4. 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.

5. 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.

6. CLARIFICATION OF BIDDING DOCUMENT

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

https://eprocure.gov.in/epublish/app

(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.

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

7. ADDENDUM/AMENDMENT TO THE BIDDING DOCUMENT

(i) 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.
(ii) The Amendment / Addendum shall form a part of the Bidding Document pursuant to 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.
(iii) 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.

8. LANGUAGE OF THE BID

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

9. EARNEST MONEY DEPOSIT

(i) The EOI response must be accompanied with Earnest Money Deposit of **₹ 65,13,176/-** in the form of either a Bank Draft/FDR Payable in favor of M/s Broadcast Engineering Consultants India Limited OR a Bank Guarantee from an Indian Scheduled Commercial/Nationalized Bank with the response document. Bank Guarantee by bidder will be given on non-judicial stamp paper as per stamp duty act applicable at New Delhi
(ii) *In case of consortium, the Lead Member shall solely be responsible for submission of bid security (EMD)* and any additional security required under the Client Tender on behalf of the Consortium.
(iii) The bid security should be **valid for 210 days** from the last date of bid submission. The bidder must deposit original instrument along with technical bid. EMD deposited by the bidder shall not bear any interest.
(iv) That the Earnest money deposit has been sought with an intent to protect the interests of M/s BECIL against the conduct of the Bidder which shall warrant the forfeiture of the earnest money deposit.

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

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

(vii) **Exemption to MSME and Startup shall be given as per GoI guidelines**. *In case of Consortium, exemption from submission of EMD shall be available only where the Lead Member is eligible for such exemption under applicable Government guidelines. MSME/Startup status of any other Consortium Member shall not entitle the Consortium to claim such exemption*. Notwithstanding any contained in the Contract, the Earnest money deposit shall be forfeited in the following circumstances-:

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

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: -

(i) This Expression of Interest (EOI) is issued for the strategic selection of backend partner/system integrator/consortium partner to support Broadcast Engineering Consultants India Limited (BECIL) in its capacity as the Prime Bidder for GeM Tender Ref. No. GEM/2026/B/7955668(Bid Specific Document No. AAI/CNSP-07/2026-27) for the **Supply of IP Based VHF Transmitter, VHF Receiver, VHF Antenna and Associated Accessories** of Airports Authority of India (AAI), New Delhi.

(ii) The intent of this EOI is to select a backend/consortium partner to subsequently work with BECIL for the above-mentioned tender, by signing a Pre-Bid agreement (amongst BECIL and backend/consortium partner) setting out the duties and obligations of all the parties, for the purpose of the submission of the Bid in response to the tender under reference and for setting out the modalities, roles & responsibilities of the Parties towards execution of the project, as follows: -

a) Bidder will select the foreign OEM for supply of equipment with Technical Compliance Matrix, Price, FAT, SAT, Training as specified/required in tender.
b) Bidder will be responsible for procurement, supply of equipment & items specified in the tender document. Locally procured items will also be supplied by bidder, overall management and supervision will be its responsibility.
c) BECIL will act as an Indian Prime Bidder under authorization from OEM(s).

(iii) 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 bidder/consortium partner. 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:

a) The bidder selected through this EOI, may be issued a work order by BECIL, for undertaking the work as per the above-mentioned client's tender.
b) 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.

(iv) The decision to engage the successful bidder shall be taken by the Competent Authority of BECIL and accordingly the respective agreement shall be signed.

(v) Bidders are advised to go through the Scope of Work and terms & condition of the client's tender to understand the requirement and challenges associated with locations prior to submitting their bids.

(vi) The selected bidder shall not subcontract, assign, or transfer any part of its obligations, duties, or responsibilities to any third party without the prior written consent of BECIL. Any attempt to do so shall be considered a material breach, leading to immediate termination without any liability on the part of BECIL. Bidders to note that the opening/ evaluation of the responses will be subject to accord of extension of last date of bid submission in the primary tender.

11. PERFORMANCE BANK GUARANTEE (PBG)

i. In case the said tender is awarded to BECIL, the PBG as mentioned in the client's tender shall have to be submitted by BECIL. Accordingly matching value of Performance Security (PBG) shall have to be furnished by successful bidder within 25 days after the award of contract in the form of an irrevocable and unconditional bank guarantee on a Nationalized/Scheduled Bank as per Performa 'Annexure-IV' of client's tender and it shall remain valid for a period of 36 Months beyond the date of completion of all contractual obligations. PBG shall be given in the ratio of 50% - 50% by the OEM and bidder. In the case, PBG is given by OEM (foreign entity), it should be counter signed by the Bank in India. Without being counter signed by Bank in India, same will not be accepted

ii. Since BECIL (first part) is participating under license with foreign OEM (third party), hence BECIL and OEM each shall share the PBG in 50:50 ratio. The selected bidder shall submit the equivalent amount of PBG as submitted by BECIL to the client. The PBG will be submitted by the bidder within 25 days from notification of award in favour of BECIL.

iii. 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, in this document.

iv. PBG can be submitted only in the form of :
   a) Irrevocable and unconditional bank guarantee (as per Performa 'Annexure-IV' of client's tender) from a Nationalized / Scheduled Bank

v. Security Deposit, Performance Bond shall be refunded to the supplier after completion of warranty period as stipulated in the order. If the materials are

supplied in the extender delivery period, the supplier will extend the validity of Bank Guarantee accordingly and the Bank Guarantee will be released after extended validity is expired.

vi. For any equipment or spare parts thereof replaced during Guarantee/warranty period, it shall have further warranty for a period of 12 months from the date of acceptance as per tender clause. The supplier will extend the validity of Bank Guarantee for a value proportionate to the value of the equipment for the period commensurate with the period of Guarantee/Warranty extension and the Bank Guarantee will be released after completion of extended warranty period subject to fulfilment of other conditions stipulated in the tender.

12. CONSORTIUM: ALLOWED

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

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

12.3 Bids from consortium of two or more members [maximum three (03) members including a "Lead bidder"] are acceptable provided that they jointly fulfil the qualification criteria and requirements stated in the EOI Documents. Participating Consortium shall submit the Agreement as per the format attached, clearly defining the roles and responsibility of each member. Members of consortium shall assume responsibility jointly & severally. In case Consortium if found to be winner in tendering process, the work order shall be awarded to the Consortium.

12.4 *In case of a Consortium, the financial eligibility criteria including annual turnover, net worth, solvency, EMD, PBG and other financial parameters shall be considered with reference to the Lead Member only*. The Consortium Members shall, however, remain jointly and severally liable for execution of the Project.

12.5 *The Lead Member shall solely be responsible for submission of bid security/EMD, Performance Bank Guarantee (PBG) and any additional security required under the Client Tender on behalf of the Consortium*. BECIL will address all communications only to the Lead Member of the consortium.

12.6 **Consortium Agreement:**

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

b) The Consortium Agreement shall clearly specify the roles, responsibilities, scope of work and financial obligations of each Consortium Member. Notwithstanding such internal arrangements, all Consortium Members shall be jointly and severally responsible and liable to BECIL for due performance of the Contract and fulfilment of all contractual obligations.

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

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

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

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

13. DISTRIBUTION OF WORK, SELECTION OF OEM AND PAYMENT MECHANISM

(i) The selected Bidder/Consortium Partner shall be responsible for identifying and selecting the suitable OEM(s) for supply of the equipment/system in compliance with the technical and commercial requirements of the Client's Tender.

(ii) The Bidder/Consortium Partner shall obtain and submit a valid Manufacturer's Authorization Form (MAF) from the OEM. The MAF shall specifically authorize BECIL, as the Prime Bidder, for participation in the bidding process. The authorization shall be exclusive for this Tender and shall remain valid throughout the bidding process and, upon award of the Contract, for the entire period of execution of the Contract. The OEM shall not authorize any other bidder or consortium to quote or offer the same products for the same Tender.

(iii) The Bidder/Consortium Partner shall coordinate with the selected OEM(s) for obtaining the requisite technical documents, authorizations, compliance documents, warranty commitments and other technical support required for submission of the bid and execution of the Project.

(iv) BECIL shall act as the Prime Bidder and shall be responsible for overall coordination and interface with the Client. The Bidder/Consortium Partner shall be responsible for procurement, supply, implementation, overall management and supervision of its assigned scope, while the selected OEM(s) shall be responsible for providing the requisite

technology, equipment, technical support, warranty and life-cycle support, as applicable. The detailed **Scope/Role/Responsibilities of BECIL, Bidder/Consortium Partner and OEM** shall be as enumerated in the Pre-Bid Tripartite Agreement and the Work Share/Responsibility Matrix forming part thereof.

(v) In case the Project is awarded to BECIL, and upon receipt of the corresponding Work Order from the Client, BECIL shall issue the Work Order to the selected Bidder/Consortium Partner. The Bidder/Consortium Partner shall accordingly place corresponding back-to-back Purchase/Work Order(s) on the selected OEM(s), as applicable. Wherever required under the Project/Tender, the Letter of Credit (LC) shall be arranged and managed by the Bidder/Consortium Partner in coordination with the selected OEM(s). All payments to the Bidder/Consortium Partner shall be released by BECIL strictly on a back-to-back basis against receipt of the corresponding payment from the Client, subject to fulfilment of applicable contractual milestones, submission and acceptance of deliverables, and compliance with other applicable terms and conditions. The internal settlement/payment between the Bidder/Consortium Partner and the OEM(s) shall be the sole responsibility of the Bidder/Consortium Partner and the OEM(s).

14. PRE-BID TRIPARTITE AGREEMENT

(i) The Bidder (Lead Bidder, in case of consortium) shall, prior to submission of its Bid, finalize and identify its proposed OEM, as applicable. The Bidder and the proposed OEM shall execute the Tripartite Agreement in the prescribed format on non-judicial stamp paper of ₹100/- and submit the same along with the Bid. Such Tripartite Agreement shall be conditional upon the Bidder being selected by BECIL and shall become operative upon such selection. BECIL shall execute the Tripartite Agreement with the selected Bidder and the selected OEM upon award/selection.

(ii) Submission of the duly executed Tripartite Agreement in the prescribed form along with the Bid shall be mandatory. Failure to submit the same shall render the Bid liable for rejection and non-consideration by BECIL.

SECTION – II

IMPORTANT DATES (SCHEDULE AND CRITICAL DATES)

NOTE: Broadcast Engineering Consultants India Ltd. reserves the right to amend the EOI tentative schedule and critical dates without giving any explanation whatsoever. Corrigendum may be published in this regard on www.becil.com. Bidders are advised to check the website for updates in this regard.

S.N.	ACTIVITY	SCHEDULED DATE & TIME
1.	EOI Number & Date	BECIL/DGM/EOI/AAI/VHF/2026-27 Dated: 13.10.2026
2.	Date & Time of Issue of EOI	Date: 13.10.2026, Time: 18:00 Hrs.
3.	Last date and Time for Submission of bids	Date: 21.10.2026, Time: 14:00 Hrs.
4.	Bid Opening Date and time	Date: 21.10.2026, Time: 14:30 Hrs
5.	Place of Submission of EOI/ Opening of EOI	BECIL Bhawan, C-56/A -17, Sector - 62, Noida – 201307.
6.	EOI Processing Fee (Non-refundable)	₹ 15000 + GST (Proof of submission to be submitted in BID)
7.	EMD	₹ 65,13,176/- **Relaxation will be given to MSE & Startup as per Government norms.**
8.	Address for Communication of bids	BECIL Bhawan, C-56/A -17, Sector - 62, Noida – 201307.
9.	Contact details for this EOI	Name: Shri. Khuswinder Singh Bhatia Designation: Deputy General Manager Email: khuswindersingh@becil.com Mobile: 8130190439

(i) All terms and conditions of the client's GeM Tender Ref. No. GEM/2026/B/7955668 (Bid Specific Document No. AAI/CNSP-07/2026-27) for the **"Supply of IP Based VHF Transmitter, VHF Receiver, VHF Antenna and Associated Accessories"** having last date of submission as 28.09.2026, and any subsequent amendments/ corrigenda thereof, will be applicable fully on back-to-back basis on the system integrator selected through this EOI, including all important terms and conditions like EMD, PBG, Payment Terms, SLA conditions, Liquidity Damages, and any other penalties etc.

(ii) EMD and Performance Bank Guarantee as applicable shall be payable by the selected bidder on back-to-back basis as per the terms and conditions of Client Tender, and any subsequent amendments/ corrigendum thereof.

(iii) All payments in the Project to the selected agency/bidder, shall be on back-to-back basis only subject to receipt of corresponding payment from the client. No advance will be paid to the bidder, even though BECIL is eligible to get advance from the customer being a front-end bidder, unless an advance is received by BECIL from the Client, and a BG equivalent to 110% amount is submitted by the selected agency to BECIL.

(iv) Back-to-Back Terms: All terms and conditions of the client's tender—including EMD (₹ 65,13,176/-), Performance Bank Guarantee (5% of contract value), payment terms, strict delivery milestones, liquidated damages (0.5% per week up to 10%), cyber security SLAs, and warranty obligations (24 months) shall apply fully on a back-to-back basis to the selected backend partner.

(v) The selected backend partner, having partnered with BECIL for this tender, shall not partner with any other bidder for the same tender.

(vi) Bidders are advised to inspect the site and ascertain the conditions including leads/lifts involved/ approach to vehicles, power, water geo political scenario etc. prior to submitting their bids. Their bid price shall be for completeness of system without any extra cost.

SECTION – III

EOI NOTICE & GENERAL TERMS AND CONDITION

1. EOI NOTICE

1.1 BECIL invites offline Expression of Interest from eligible backend/system integrator partners to collaborate for preparing a bid and participating in AAI Tender Ref. No. GEM/2025/B/6963340.

1.2 The duly signed hard copy of the Bid/Techno Commercial Proposal is to be submitted in a packed and sealed envelope, in Tender Box, at BECIL BHAWAN C56/A17 Sector 62 Noida-201307, UP

1.3 The EOI must be addressed to the given name and address:

To,
Shri Khuswinder Singh Bhatia, Deputy General Manager
Broadcast Engineering Consultants India Limited
C-56/A-17, Sector-62, Noida, Uttar Pradesh-201307

1.4 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 English translated document. The English version shall prevail in matters of interpretation. Each and every page of the EOI should be numbered and mention the relevant page no. of the documents in the checklist. **EOI Documents which are not legible shall be rejected.**

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

1.6 In case the bidder has any doubt about the meaning of anything contained in the EOI document, she/he shall seek clarification within 1 day of issue of EOI. Except for any written clarification by Shri Khuswinder Singh Bhatia, Deputy General Manager 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.

1.7 Bidders shall have to submit an amount of **Rs. 15,000/- + GST** through RTGS/ NEFT to BECIL (**Bank Mandate Form Enclosed at Annexure B**) towards the cost of EOI Document and no other Mode of payment is acceptable. EOI Document is also available at BECIL Office: C-56/A-17, Sector-62, Noida, and Uttar Pradesh-201307. The cost of EOI document is non-refundable.

1.8 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 Director, Broadcast Engineering Consultants India Limited in this regard shall be final and binding on all.

1.9 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.

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

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

1.12 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.

2. SUBMISSION OF EOI

2.1 EOI, complete in all respects, must be submitted offline.

2.2 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.

2.3 As the EOI can be submitted only up to the defined date and time, there can't be any late bids. BECIL will not be responsible for any delay in obtaining the terms and conditions of the tender. BECIL will not be responsible for postal delays. Bids received after the due date will not be opened and rejected.

2.4 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 and should be taken into consideration by the prospective bidders while preparing their EOI.

2.5 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.

2.6 The EOI must contain:

2.6.1 Company/bidder profile relevant to EOI.
2.6.2 It should also include details of past experience relevant to the "Scope of Work".
2.6.3 Declaration regarding acceptance of Terms and conditions of EOI.
2.6.4 Declaration of not been blacklisted by any of the Government agency.
2.6.5 Essential information such as Name & address of the agency, Business Name, E-mail id, Fax No. /Telephone No. , Authorized Signatory name, E-mail ID and contact no.

2.7 The bidder/consortium partners shall ensure that it fulfils 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.

2.8 The EOI should be duly signed on each page by authorized person. Each page should be properly numbered. Documents authorizing the signatory must accompany the EOI.

2.9 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. Incomplete EOI will not be considered and is liable to be rejected without making any further reference to agency/ bidder/OEM/Implementation Agency(s).

2.10 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.

2.11 The bidder shall be ignored, if complete information is not given there-in, or if the particulars and data (if any) asked for are not filled in properly.

2.12	**Checklist of documents/information to be submitted**	
	(a)	Profile of the company/bidder/firm
	(b)	Certificate of Incorporation (for Company/LLP)
	(c)	Memorandum & Articles of Association/Partnership deed
	(d)	Audited financial statements for the last 3 years
	(e)	Income Tax Return Acknowledgment for last 3 years
	(f)	Certificate of financial capability / credit facility issued by bank.
	(g)	GST Registration Certificate or valid exemption certificate
	(h)	Copy of PAN Card
	(i)	Any other relevant registration documents on registration with other appropriate authorities (ESIC, EPFO, Labour Deptt etc.)
	(j)	Authorization letter in the bidder's letterhead authorizing the person signing the bid for this EOI as Power of Attorney (POA)
	(k)	Undertaking in letter head to indemnify BECIL from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.
	(l)	Bidders Details as per format
	(m)	All the requisite documents in the prescribed formats placed at Annexures to this EoI
	(n)	Pre-Contract Integrity Pact as per Annexure-A (a) Bidders participating in the EOI have to sign Integrity Pact Those bidders who are not willing to sign Integrity Pact will not be considered for bid opening.
	(o)	(b) 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)	Price Offer to BECIL as per Format of the EoI.
	(q)	Certificate from the Statutory Auditor/Independent Chartered Accountant certifying that no material adverse change in financial position, ownership, management or operations has occurred between 31.03.2025 and 31.03.2026 which may affect execution of the Project

3. OPENING OF EOI

3.1 The bids submitted against this EOI shall be opened on **21.10.2026 14:30 hrs**. BECIL Reserves the right to change the date of opening of bid.

3.2 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.

4. GENERAL TERMS & CONDITIONS OF EOI

4.1 The EOI Processing Fee, technical bid and financial bids are to be placed in separate sealed envelopes, super scribed with words "**EOI Processing Fee**", "**Technical Bid**" and "**Financial Bid**". All the three sealed envelopes as mentioned above are to be placed inside a sealed envelope named as

"**Response for EOI No. BECIL/DGM/EOI/AAI/VHF/2026-27**
Submitted by: [Firm/Company name]

4.2 All bids are to remain valid for minimum of 180 days from the date of submission. BECIL reserve the right to seek the extension of bid validity.

4.3 BECIL reserves the right to solicit additional information from bidder/OEM/ Implementation Agency to evaluate which bid best meets the need of the Project. Additional information may include, but is not limited to, past performance records, lists of available items of works which will be done simultaneously with the project, on-site visit and evaluations by BECIL personnel, or any other pertinent information. It will be vendor's responsibility to check for updated information on website https://www.becil.com. BECIL reserves the right to cross verify the information directly with client.

4.4 BECIL reserves the right to waive off any deviations, accept the whole or part thereof or reject any or all bids and to select the bidder/OEM/Implementation Agency(s) which, in the sole opinion of BECIL, best meets the project's interest. BECIL also reserves the right to negotiate with potential bidder/OEM/Implementation Agency(s) so that its best interest to fulfil the need of project is served.

4.5 BECIL reserves the right to reject any and all proposals, to negotiate all terms of any agreement resulting from this EOI, and to request additional information from bidder.

4.6 All information contained in this EOI, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared with any other organization, including potential sub-contractors, without prior written consent of BECIL.

4.7 In case the agency selected through EOI goes into liquidation or undergoes a change in business/management, it will be intimated to BECIL & the selected agency will fulfil its commitment in case order is awarded to them. In case the selected agency is not able to perform, the work under reference will be done at risk & cost of the selected agency (successful bidder). EMD or PBG as the case may be will be forfeited by BECIL

4.8 Any dispute or difference or claim arising out of or in relation to this EOI, including the construction, validity, performance or breach thereof, shall be settled or decided by CMD/Director, BECIL or by any other person to be nominated by CMD/Director.

5. 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.

6. Intellectual Property Rights

6.1 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 EOI 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.

6.2 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.

6.3 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.

6.4 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.

7. Land and Border Provision

The Undertaking at **ANNEXURE-L** 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, and Govt. of India.

8. Indemnity

8.1 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 in indirect or direct consequential breach of the main contract

a) Any claims by employees, suppliers, creditors or other persons in a relationship with the Bidder

b) Any claims of infringement, misappropriation or otherwise by third parties in regard to the execution of the scope of work by the Bidder.

9. Code of Integrity

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

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

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

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

d) Any financial or business transactions between the Bidder and any official of BECIL related to EOI 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 an EOI Process or to secure a contract.

10. Conflict of Interest

Any Bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this EOI. 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 Declarations. A bidder in this EOI 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 EOI 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 EOI Document etc.) of this EOI 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 EOI document or specifications of the EOI 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 EOI process and execution of the Contract.

11. Undue influence

11.1 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 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.

11.2 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 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.

12. Unlawful/Unethical Practices

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

12.2 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.

12.3 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:

13. Penalty for breach of integrity, conflict of interest and undue influence

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

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

13.3 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.

14. Blacklisting/ Debarment

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.

15. Risk and cost clause

15.1 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 EOI 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 selected bidder, forfeiting EMD/PBG.

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

15.3 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.

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

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

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

15.7 Or any other condition mentioned in client tender.

16. Penalties

16.1 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.

16.2 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.

17. Confidentiality

17.1 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.

17.2 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.

18. Right to inspection

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

18.2 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.

19. Terminations

19.1 Termination of Contract/ Empanelment 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 EOI, 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 7 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.

19.2 Termination due to Breach

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

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

(i) If the Bidder has abandoned or repudiated the Contract;

(ii) If the Bidder has without valid reason failed to commence work on the project promptly;

(iii) If the Bidder has persistently failed to execute the works/express deliverable in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;

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

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

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

19.3 Termination due to Insolvency

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

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

19.4 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.

20 Post Termination Responsibility

20.1 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.

20.2 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.

20.3 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.

That in the event of termination under clause 19.1 and 19.2 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.

21. 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 ether Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given official e-mail or facsimile) or Fifteen (15) clear days after posting (if sent by post) at the Party's principal or registered office address as set out below:

Broadcast Engineering Consultants India Limited,
C-56/ A-17, Sector-62, Noida-201307, U.P., India.
Email: khuswindersingh@becil.com

22. 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.

23. Amendment

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

24. Arbitration

24.1 Conciliation of Dispute

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

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

24.2 Reference of Dispute to Arbitration proceeding post conciliation

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

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

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

d) The dispute(s)/ difference(s)/controversy(s) shall be adjudicated by a single/sole Arbitrator empanelled 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 losses(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, and support BECIL, during the course of arbitration/ legal proceedings emanating from the main contract. Then in that event of initiation of arbitration proceeding, under the main contract, no dispute tied to the main contract, shall be concurrently referred by the Bidder.

25. Jurisdiction

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.

26. Force Majeure

26.1 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.

26.2 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 EOI, and avoid or overcome with persistent effort in carrying out its respective obligations.

26.3 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.

27. Subcontracting

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.

28. Extension of time

28.1 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.

28.2 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.

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

29. Assignment

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

29.2 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.

29.3 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.

30. 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, supranational, foreign and international laws and regulations.

31. Severability

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.

32. Entire Contract

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

33. Liquidated Damages

33.1 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:

33.2 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.

33.3 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.

33.4 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.

33.5 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.

34. Power of attorne

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.

35. 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.

36. Pre-Bid Tripartite Agreement

The bidder and OEM shall enter into Pre-Bid TPA, setting out the duties and obligations of all the parties, as has been agreed between them for the purpose of the submission of the Bid in response to the tender under reference and for setting out the modalities, roles & responsibilities of the Parties towards execution of the project.

Bidders interested to participate in this EOI, shall have to sign a PRE-BID TRIPARTITE AGREEMENT 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.

37. MSME

37.1 *The Bidder acknowledges and confirms/accepts that BECIL shall be liable to make payments only upon receipt of corresponding payments from the 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 client*.

37.2 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.

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

SECTION – IV

SCOPE OF WORKS

1. PROJECT SCOPE & BILL OF QUANTITIES

The scope entails the Supply of IP Based VHF Transmitter, VHF Receiver, VHF Antenna and Associated Accessories across two lots for AAI, encompassing:

i. Major Items: 421 IP-based VHF Transmitters, 421 VHF Receivers, 200 Remote Control Units (RCUs), 680 VHF Antennas, and 1 Remote Control Monitoring System (RCMS) server along with associated accessories.
ii. Consignees: NSCBI Airport, Kolkata (Lot 1) and Central Radio Stores Depot (CRSD), Safdarjung Airport, New Delhi (Lot 2).

2. RESPONSIBILITIES OF THE BACKEND PARTNER

i. Procurement, supply, and local site management of items as per AAI technical specifications and compliance matrices.
ii. Coordination with the foreign OEM for Factory Acceptance Tests (FAT), Site Acceptance Tests (SAT), and factory-premises training (10 trainees for 5 days).
iii. Ensuring **Critical Information Infrastructure (CII)** compliance, including VAPT audits by a CERT-In empanelled auditor, secure boot, centralized SIEM log forwarding (RFC 5424), SBOM maintenance, and patch management.
iv. Guaranteeing spare parts availability and obsolescence management for the complete **12-year service life** of the equipment.

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

Client's Tender: The Airports Authority of India (AAI), Rajiv Gandhi Bhawan, New Delhi, has invited bids via GeM Tender Ref. No. GEM/2026/B/7955668(Bid Specific Document No. AAI/CNSP-07/2026-27) for the **"Supply of IP Based VHF Transmitter, VHF Receiver, VHF Antenna and Associated Accessories"**.

Note: 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. Detailed division of responsibilities between BECIL, bidder & OEM shall be in accordance with the Tripartite Agreement to be signed between the three parties, prior to submission of bid to the client by BECIL.

a) Bidder will be responsible for procurement and supply of the equipment & items specified in the tender document. Locally available items will be supplied by the bidder, overall management and supervision will be responsibility of the bidder.
b) BECIL will act as a prime bidder under the authorization from OEM(s).
d) Bidder will select the foreign OEM for supply of the equipment as per the Technical Compliance Matrix.
e) The OEM(s) shall provide full support to client till expiry of warranty period and ensure availability of spares during the entire life cycle of the product.

f) The OEM(s) shall provide operational / life cycle support the hardware and software throughout the project period including software bug fixing, patches, updates, and version upgrades in accordance with the client's tender.
g) Bidder shall possess the required tools, plants, skilled manpower, etc. required for execution of the subject scope of work in the Bid Specific Document.

SECTION –V

1. PREQUALIFICATION AND TECHNICAL CRITERIA AND EVALUATION

S. No.	1. Eligibility Conditions	Documentary Proof to be submitted
1.	**Legal Status:** The following categories of bidders shall be eligible to participate in the EOI: • Registered Companies (under the Companies Act) • Partnership Firms (registered under the Indian Partnership Act, 1932) • Limited Liability Partnerships (LLPs) (registered under the LLP Act, 2008) • Proprietorship Firms	Bidders shall be required to submit the following documents as proof of their legal status: 1. For Registered Companies: ❖ Certificate of Incorporation issued by the Registrar of Companies ❖ Memorandum and Articles of Association ❖ PAN Card of the Company ❖ GST Registration Certificate **2. For Partnership Firms:** ❖ Registered Partnership Deed ❖ Certificate of Registration (if registered with Registrar of Firms) ❖ PAN Card of the Firm ❖ GST Registration Certificate **3. For LLPs:** ❖ Certificate of Incorporation issued by the Registrar of Companies ❖ LLP Agreement ❖ PAN Card of the LLP ❖ GST Registration Certificate **4. For Proprietorship Firms:** ❖ Proof of Proprietorship (such as GST Registration Certificate / Udyam Registration / Shop & Establishment Certificate / any government-issued registration reflecting the name of the proprietor and firm) ❖ PAN Card of the Proprietor ❖ Aadhaar Card of the Proprietor **Authorization:** • In all cases, a valid authorization letter/board resolution (as applicable) in favor of the person signing the bid documents shall also be submitted. • The above requirements are proposed to ensure clarity in bidder eligibility while maintaining adequate verification of the legal status of participating entities.

		Selected bidder will be responsible for selection of OEM(s) and get the exclusive authorization on the name of BECIL as the prime bidder from a foreign manufacturer (OEM), who holds intellectual property rights with clear phasing of increase in local content utilizing work experience of Foreign OEM(s). Certificate of incorporation from respective Govt. body/Chamber of commerce having information that Foreign Company is an OEM of offered equipment and indicating address of manufacturing facilities shall also be submitted in respect of Foreign Company.
2.	Work Experience (Self-certified with relevant documents): - The bidder shall have experience of successfully executing orders of 'Supply of IP based VHF Transmitters & VHF Receivers' of similar or with better (higher) requirements fulfilling at least one of the Value Criteria **OR** Quantity criteria as listed below, in last seven (07) years. A. **Value Criteria:** Bidder should have successfully completed similar supplies or with better (higher) requirements with a1. One purchase order of value more than or equivalent to **₹ 32,10,54,016/-** i.e. (80% of estimated cost). **OR** a2. Two separate purchase orders, each of value more than or equivalent to **₹ 20,06,58,760/-** i.e. (50% of estimated cost). **OR** a3. Three separate purchase orders, each of value more than or equivalent to **₹ 16,05,27,008/-** i.e. (40% of estimated cost). **OR**	Bidder/OEM must submit a certificate in the bid regarding supply of equipment/ system/ similar system and it must be a proven product. It shall be in operation (not an evaluation system or a prototype) for more than 3 years at any airport from the date of publishing NIT. Proof of supply and/or installation of VHF Transmitter & Receiver and satisfactory operation of the above system / equipment issued by the end user shall be submitted along with PQQ Bid. Credentials of the OEM selected by the Bidder/ Consortium, from whom authorisation will be provided to BECIL, will be taken into consideration.

	1. **B. Quantity Criteria:** a1. Bidder shall have executed at least one order of Supply of **337 Nos.** of a currently operational IP based VHF Transmitters & VHF Receivers. **OR** a2. Bidder shall have executed at least two orders of Supply of **211 Nos.** of a currently operational IP based VHF Transmitters & VHF Receivers. **OR** a3. Bidder shall have executed at least three orders of Supply of **169 nos**. of a currently operational IP based VHF Transmitters & VHF Receivers.	
3.	**Financial Eligibility:**	
a.	**Average Annualized Financial Turnover:** a) Bidder shall have annualized average financial turnover of at least 30% of the required value asked in tender i.e. 30 % of **₹ 12,03,95,256/-, which comes out as ₹4,01,31,752/-** or equivalent during last 3 years, ending 31st March of previous financial year i.e. for F.Y. 2022-23, 2023-24, and 2024-25. b) Turnover requirement shall remain relaxed for Start-ups & MSEs as per Government norms.	As a proof of financial turnover, copy of abridged Balance Sheet along with Profit & Loss account of the bidder (duly certified copies from the Chartered Accountant having Unique Document Identification Number-UDIN as mentioned below) and ITR Acknowledgment for last three years shall be submitted. Details shall be provided in Annexure-D.
b.	The Lead Bidder (in case of consortium) OR the bidder (in case of single entity) shall have positive Net Worth in each of the last three audited financial years ending 31.03.2025.	Certificate from the Chartered Accountant clearly stating the net worth.
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	Certificate from the Chartered Accountant.

	for any of the foregoing.	
5.	The **Bidder** should not be blacklisted/ debarred/ banned/ restricted by any Union Govt./State Govt./ PSU/Autonomous bodies as on date of submission of the Bid.	Self-declaration for blacklisting as per the given Annexure, duly signed by authorized signatory signing the bid, should be submitted.
6.	**Financial Capacity:** "No bidder firm shall be allowed to submit bid, if the bidder firm or its OEM is undergoing CORPORATE INSOLVENCY RESOLUTION PROCESS (CIRP) under insolvency and bankruptcy code".	The Bidder shall have solvency, credit facility, or financial capability of a minimum value of ₹4.02 Crore (Rupees Four Crore Two Lakh Only). The Bidder shall submit a certificate issued by a Scheduled Commercial Bank confirming the financial capability/solvency of a minimum value of **₹4.02 Crore** (Rupees Four Crore Two Lakh Only). The certificate shall explicitly mention the name of the bidder, be valid for the ongoing financial year/current period, and shall not be older than six months as on the last date of submission of bids.
7.	a) Declaration on non-blacklisting b) Un-Conditional acceptance of the tender's terms & conditions c) General Details of the bidder d) PAN No. & GST No.	Undertaking and details in this regard to be signed by the authorized signatory.
8.	Authorized signatory	Power of Attorney in favour of Authorized signatory (ies) duly attested by Notary as per Concerned Exhibit attached with the tender document. **OR/ AND** True Certified Copy of Board Resolution in favour of Authorized Signatory/Person delegating the POA. *(Format is for purpose of guidance only and deviation in the wording/ format can be accepted.)*
9.	MAF The Bidder must provide OEM MAF for all the products.	Signed and stamped MAF by OEM to be provided
10.	Acceptance Letter	Bidder shall submit an Unconditional acceptance of all Bid Specific Document conditions as per format as per the tender.
11.	Compliance Matrix	Bidder shall submit Compliance Matrix (complete in all respects, duly signed and stamped) as per the tender

2. TECHNICAL EVALUATION CRITERIA

Only those bidders who qualify in Pre-Qualification as per above will be considered for Technical Evaluation. During the process of evaluation of the Technical Proposals, the Tender Committee may seek additional information and clarifications from any or all the bidders. This clarification will be sought through email communications/request a personal visit of the authorized representatives of the bidder. The bidder is expected to provide the clarifications or additional information within the stipulated time as indicated in the communication. If the bidder fails to provide the clarification or additional information, the information provided in the technical proposal only will be used for evaluation.

a. **Commercial Bid Evaluation**

- Only those bidders, who qualify in the technical qualification criteria will qualify for the evaluation of their commercial bids.
- The Financial bids of qualified bidders will be opened on the prescribed date.
- The bid price will include all taxes and levies and shall be in Indian Rupees.
- Any conditional bid would be rejected.
- Bidders shall quote the bid price as per the client's tender including the BECIL margin which should be clearly mention in the price bid.

b. **Selection of Bidder:** Lowest Cost Based Selection (L1) Method shall be used for selection of the bidder.

3. PRELIMINARY EVALUATION

3.1 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. In case of any calculation error, the total (final) price shall be considered for evaluation.

3.2 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/OEM/Implementation Agency.

3.3 In case only one bid is received or during the Technical Evaluation only one bidder qualifies for the next stage of the bidding process, BECIL reserves the right to accept/reject the bid.

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

4. EVALUATION PROCESS

4.1 No enquiry shall be made by the bidder 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 bidder, which the bidder must furnish within the stipulated time else the bids of such defaulting bidder will be rejected. The proposal will be evaluated on the basis of its content, not its length.

4.2 The bidder 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 bidder(s) are required to submit all required documentation as per evaluation criteria specified in EOI.

4.3 Upon verification, evaluation/ assessment, if in case any information furnished by the bidder is found to be Incomplete/ incorrect, BECIL may seek clarification from the bidder. In case, the bidder fails to submit the relevant documents/details within the stipulated period of time, 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 tenders.

4.4 BECIL will review the proposal to determine whether the proposals are as per the requirements laid down. Proposals that are not in accordance with these requirements are liable to be disqualified at BECIL's discretion.

4.5 Evaluation of proposals shall be based on:

a) Information contained in the proposal, the documents submitted thereto and clarifications provided, if any.
b) Experience and Assessment of the capability of the bidder/ OEM/Implementation Agency based on past record.

4.6 BECIL reserves the right to seek any clarifications on the already submitted bid documents; however, no fresh documents shall be accepted in support of proposals. BECIL also reserves the right to cross verify the information with any agency.

4.7 BECIL reserves the right to seek any clarifications on the already submitted bid documents; however, no fresh documents shall be accepted in support of proposals. BECIL also reserves the right to cross verify the information with any agency.

4.8 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.

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

a) Made untrue or false representation in the form, statements required in the EOI document.
b) Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.

4.10 The Financial Evaluation of the Bidders will be done only for those who qualify the Prequalification and technical evaluation Criteria and other mentioned criteria of the EoI.

3. FINANCIAL EVALUATION OF THE BIDS

The Bids will be financially evaluated as under:

3.1 Bidders are advised to quote the 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.

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

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

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

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

SECTION –VI

ENCLOSURES AND ANNEXURES

Annexure- A

PRE-CONTRACT INTEGRITY PACT

Between

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

And

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

Preamble:

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

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

Section 1 – Commitments of the Principal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4 – Compensation for Damages

4.1. If the Principal has disqualified the contractor from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages Equivalent to Earnest Money Deposit / Bid Security.

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

Section 5 – Previous transgression

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

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

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

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

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

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

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

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

Section 8 – External Independent Monitor/Monitors

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

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

8.3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration

of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Subcontractor(s) with confidentiality.

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

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

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

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

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

Section 9 – Pact Duration

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

Section 10 – Other provisions

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

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

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

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

FOR AND ON BEHALF OF BIDDER **FOR AND ON BEHALF OF PRINCIPAL**

ANNEXURE B

(BANK MANDATE FORM)

DETAILS FOR PAYMENT OF TENDER PROCESSING FEES

यूनियन बैंक ऑफ इंडिया Union Bank of India

आन्ध्रा Andhra | Corporation

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

Ref.: MCB:ADV:ATL:2022-23: Date: 18.01.2023

TO WHOMSOEVER IT MAY CONCERN

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

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

Bank Stamp with Authorized Signatory

Chief Manager

Date 20-01-2023

Page 1 of 1

Annexure – C

Particulars of the Bidder

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

Signature of Authorized Signatory

Place: _____
Date: _____
Address: _____
Mobile: : _____
Email ID: _____

Annexure – D

FORMAT FOR CA CERTIFICATE INDICATING ANNUAL TURNOVER

All figures in Equivalent Currency (in Rs.)

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

To

The Deputy 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	Remarks
1	2022-2023			
2	2023-2024			
3	2024-2025			
	Average			

Last three financial years – Audited
Financial Year: 1st April to 31st March

This is to certify that (name of the bidder/member of the consortium) has Annual Turnover as shown above against the respective/s financial year/s.

Unique Document Identification Number (UDIN):_____
Signature_____
Name of the Statutory Auditor Membership no _____
Designation_____
Name of the Audit Firm FRN _____
(Seal of the firm) _____
Date_____

Note:
(1) The certificate as above should show a valid UDIN, without which the above declaration would be treated as invalid information and incomplete bid.
(2) If the value in any column of the above tabular format is not entered then it will be treated as NIL for that Year.

Annexure – E

Performa of letter of Undertaking for Bid Validity

To

The Deputy 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 180 days from the date of submission of the Bid.

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

Signature of Authorized Signatory

Place: _____
Date: _____
Address: _____
Mobile:_____
Email ID: _____

Annexure – F

Bid Covering Letter

To

The Deputy 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 to the Purchaser on <Name of the Systems Implementation engagement> with your Expression of Interest dated <insert date>and our Proposal. We are hereby submitting our Proposal, which includes our technical bid sealed on the <URL of e-Procurement portal> portal.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the EOI document. We would hold the terms of our bid valid for <180> days as stipulated in the EOI document.

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

Signature of Authorized Signatory

Place: _____
Date: _____
Address: _____
Mobile: _____
Email ID: _____

Annexure – G

Credentials Summary

S. No.	Project Name	Client Name	Client Type	Project Value (in ₹)	Documentary evidence provided (Yes or No)	Project Status (Completed or Ongoing or Withheld)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Signature of Authorized Signatory

Place: _____
Date: _____
Address: _____
Mobile: _____
Email ID: _____

Annexure – H

Self-Declaration for Non Black Listing

[ON BIDDER'S LETTER HEAD]

Bidder Ref. No. ……
Dated : ……..

To

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

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

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

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

Yours faithfully

For,

Signature of Authorized Signatory

Place: _____
Date: _____
Address: _____
Mobile: _____
Email ID: _____

Annexure – I

Undertaking Regarding Payment of GST/ Filing Of GST Return

Ref……..
Date …….

To,

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

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

Dear Sir,

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

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

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

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

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

Signature of Authorized Signatory on behalf of Agency

Address: _____

Mobile: _____

Email ID: _____

Annexure – J

PRE-BID TRIPARTITE AGREEMENT

BY AND AMONGST

Broadcast Engineering Consultants India Ltd
(A Government of India Enterprise)
14-B, Ring Road, LP. Estate, New Delhi-110002
hereinafter referred to as "BECIL" or" First Party"

and

_____
_____
Tel.:
Fax:
E-mail:
hereinafter referred to as "Bidder" or "Second Party"

and

_____
_____
Tel.:
Fax:
E-mail:
hereinafter referred to as "OEM" or " Third Party"

Dated: ……..

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ARTICLE 2 COOPERATION OF THE TRANSACTION

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ARTICLE 5 LIMITATION OF LIABILITY

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PRE-BID TRIPARTITE AGREEMENT

This Tripartite Agreement ("**TPA**") is executed at Delhi on this _____day of _____, 2026 ("**Effective Date**")

BY AND AMONGST

Broadcast Engineering Consultants India Limited (BECIL), an ISO 9001:2008 certified, Mini Ratna Central Public Sector Enterprise under the administrative control of Ministry of Information & Broadcasting, Government of India, a Company incorporated and existing under the provisions of the Companies Act, 1956 having its Corporate Office at "BECIL Bhawan, C-56, A/17, Sector-62, Noida-201301, Uttar Pradesh" and Head Office at "14-B, Ring Road, I.P. Estate, New Delhi-110002" (hereinafter referred to as "BECIL" or "First Party"), acting through its authorized signatory, Mr./Ms. _____, Designation _____, who is duly authorized to sign and execute this Agreement on behalf of BECIL, which expression shall unless repugnant to the subject or context mean and include its successors, employees, authorized representatives and permitted assigns.

AND

_____, a company incorporated under the laws of _____, having its registered office at _____ ("**Bidder**" or "**Second Party**"), , acting through its authorized signatory, Mr./Ms. _____, Designation _____, who is duly authorized to sign and execute this Agreement on behalf of bidder pursuant to the resolution passed by the Board of Directors of Company at its meeting held on _____ vide Resolution No. _____, which expression shall unless repugnant to the subject or context mean and include its successors, employees, authorized representatives and permitted assigns.

AND

_____, a company incorporated under the laws of _____, having its registered office at _____ ("**OEM**" or "**Third Party**"), acting through its authorized signatory, Mr./Ms. _____, Designation _____, who is duly authorized to sign and execute this Agreement on behalf of OEM pursuant to the resolution passed by the Board of Directors of Company at its meeting held on _____ vide Resolution No. _____, which expression shall unless repugnant to the subject or context mean and include its successors, employees, authorized representatives and permitted assigns.

BECIL, Bidder and OEM are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**".

ARTICLE 1. GENERAL

1. **REPRESENTATION OF THE PARTIES:**

Second & Third Party represents to BECIL that as of the date of this Agreement.

(a) Such Party 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.

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and will not to the best of its knowledge.

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party;

(v) create or impose any liens, 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 such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(vi) have not been black-listed by Central/State Government or any other Government PSU / Autonomous body and are not facing/likely to face any disciplinary proceedings under Indian or under laws of any other country.

(c) that this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it;

(d) that there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

2. BACKGROUND AND PURPOSE

A. The Airports Authority of India (AAI), Rajiv Gandhi Bhawan, New Delhi, has invited bids via GeM Tender Ref. No. GEM/2026/B/7955668 (Bid Specific Document No. AAI/CNSP-07/2026-27) for the **"Supply of IP Based VHF Transmitter, VHF Receiver, VHF Antenna and Associated Accessories"**.

B. This Agreement is executed for the purpose of setting out the modalities, defining the roles, responsibilities and obligations of the Parties for execution of the project.

C. The Parties hereto agree to collaborate for the purpose of preparing and submitting a bid for the aforesaid tender, with BECIL acting as the Lead Party and the remaining two Parties acting as Supporting Parties, and for this purpose, the Parties are entering into the present Agreement.

D. All the parties have read and understood the terms of the aforesaid tender. Second & Third Party have agreed not to disclose the terms of the aforesaid tender to anyone unless so authorized to do so by the First Party. The PARTIES will execute the PROJECT, if awarded, jointly. This covers the entire scope of work mentioned in the tender documents or any subsequent modifications/amendments thereof. The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project.

E. The Parties are now desirous of entering into this Pre-Bid TPA setting out the duties and obligations of all the parties, as has been agreed between them for the purpose of the submission of the Bid in response to the tender under reference and for setting out the modalities, roles & responsibilities of the Parties towards execution of the project. The parties have held deliberations and have arrived at a consensus to jointly participate in the tender in accordance with the terms and conditions of the client's tender wherein BECIL will act as the Lead Party.

F. That BECIL intends to submit its bid as the prime bidder in response to the tender and it may by means of contracts and agreements, get into Technology Collaboration Agreement with International OEM of the required technology for the purpose of this RFP.

3. **TECHNOLOGY COLLABORATION AND AUTHORIZATION**

A. OEM (the third party) has agreed/agrees to authorize BECIL as Prime bidder and to use its credentials for the purpose of submitting the tender, on the terms set out herein.

B. Under this authorization, OEM permits BECIL to use OEM's technical information, specifications, and documentation strictly to the extent required for the Project.

C. This authorization:
   - Is non-exclusive, non-transferable, and project-specific;
   - Does not constitute an assignment or transfer of intellectual property;
   - Does not create an SI, partnership, or joint venture between BECIL and OEM.

D. All intellectual property rights in OEM technology shall remain exclusively with OEM, unless otherwise expressly agreed in writing.

E. Upon completion or termination of the Project, BECIL shall cease use of OEM technology except as required for warranty, maintenance, or Client support obligations under the Project.

4. **SCOPE / ROLE / RESPONSIBILITIES OF THE PARTIES UP TO SUBMISSION OF BIDS**

All the parties will jointly work toward preparation, finalization & submission of bid endeavouring to comply with all the terms and conditions of aforesaid tender. For the purpose of this agreement, the parties have broadly allocated the tasks amongst themselves as succinctly mentioned in *Annexure-1: Work Share Matrix*. Both second and third parties agree to provide and supply requisite documents/certifications and other technical know-how of products to be offered to BECIL enabling it to finalize the bid & also append thereto the requisite documents.

A. Role of BECIL (First Party)

a) Coordination and management of the bid preparation process.
b) Primary interface with the Tendering Authority for all communications, clarifications, and submissions.
c) Compilation, finalization, and submission of the complete bid in compliance with tender requirements.
d) Ensuring timely collection and integration of all technical, commercial, and statutory documents from bidder and OEM.
e) Responsibility for bid integrity, compliance, and adherence to submission timelines.

B. Role of Bidder

a) Preparation and submission of technical inputs relevant to required product / system, integration architecture, implementation methodology, and compliance matrices.
b) Support to the first party in responding to technical queries, pre-bid clarifications, and addenda issued by the Tendering Authority.
c) Provision of required experience credentials, certifications, and declarations as per tender conditions.
d) Coordination with OEM for product specifications and technical documentation.
e) Providing undertaking that the OEM will provide the MAF/Supply/AMC/ & Product support, required for execution of the project.

C. Role of Original Equipment Manufacturer (OEM)

a) Providing undertaking that they will accept the work order and LC from bidder.
b) Provision of product-related technical specifications, datasheets, compliance statements, and OEM authorizations as required under the tender.
c) Confirmation of product availability, support commitments, and compliance with tender technical requirements.
d) Support in responding to technical clarifications related to OEM products during the bid stage.
e) Issuance of OEM authorization letters, undertakings, and other documents mandated by the tender.
f) Formally authorize BECIL as a prime bidder, including granting the required rights, permissions, and support necessary for BECIL to perform its role under the Project.

5. **SCOPE / ROLE / RESPONSIBILITIES OF THE PARTIES AFTER BID SUBMISSION, IF THE WORK IS AWARDED TO BECIL AS PRIME BIDDER**

All the parties will jointly work for subsequent execution of the project in compliance with the scope of work defined in the aforesaid tender. For the purpose of this agreement, the parties have broadly allocated the tasks amongst themselves as succinctly mentioned in *Annexure-1: Work Share Matrix*. Both second and third parties agree to provide and supply requisite support and other technical know-how for successful execution of project including warranty and AMC obligations.

Phase I – Delivery & Implementation

A. Role of BECIL (First Party)

a) Acting as the sole contracting and coordinating entity with the Client.
b) Placing the work order on the bidder for the project.
c) Project management, scheduling, coordination, and monitoring of bidder and OEM activities and the progress of the project.
d) Oversee and ensure that the bidder complies with all contractual obligations, approved project specifications, timelines, technical standards, and applicable statutory and regulatory requirements. This shall include monitoring tender framework, operational protocols, and service-level obligations.
e) Coordination for successful completion of FAT and SAT (if any).

f) Interface with the client for scheduling, approvals, and acceptance sign-offs.
g) Consolidation and submission of FAT/SAT reports (if any) and compliance documents.
h) Validate the completeness and correctness of the equipment and ensure that product/solution is in accordance with tender.
i) Submission of all deliverables, timely submission of periodic progress reports and documents to the client, including physical progress, operational status, issues identified, corrective measures undertaken, and milestones achieved.
j) Raise invoices to AAI, supported by verified deliverables and shall be raised in a timely manner in accordance with the milestones specified in the tender, contractual provisions, and applicable accounting and taxation laws. BECIL shall also track invoice acknowledgements, payments, and outstanding dues.
k) Receive all payments from the Client under the Project contract.
l) Releasing payments to Bidder strictly in accordance with this Agreement.

B. Role of Bidder

a) Raise and manage purchase orders with the Original Equipment Manufacturer (OEM) for all required hardware & software products, subscriptions, and associated licenses as per the Project requirements and agreed specifications.
b) Procure, source, and supply all hardware & firmware/software necessary for successful implementation of the Project from manufacturers or authorized suppliers located within India, in compliance with applicable laws and standards including strict adherence to Make in India clause and land border provisions.
c) Preparation of implementation plans, technical documentation, and configuration records.
d) Preparation of FAT and SAT (if any) test plans, procedures, and acceptance criteria.
e) Execution support for FAT and SAT (if any), including configuration, testing, defect rectification, and re-testing.
f) Coordination with OEM for resolution of integration and performance-related issues both during SITC & warranty phases.
g) Establish, operate, and maintain a valid payment terms in favour of the OEM to facilitate timely and secure payment for hardware, software and licenses in accordance with contractual and commercial terms.
h) Deployment of technical resources and coordination with OEM, wherever required.
i) Provide necessary technical, logistical, and on-site support to the OEM, wherever required.

C. Original Equipment Manufacturer (OEM)

a) Acceptance of work order and LC from bidder.
b) Supply all required hardware, software, including associated modules, updates, and licenses, along with complete and relevant technical documentation such as installation manuals, configuration guides, and user documentation necessary for implementation and operation of the Project.
c) Technical support during SAT (if any) for OEM products, including defect analysis and corrective actions.
d) Provision of patches, fixes, or replacements required to achieve acceptance initially, and thereafter during the warranty phase.

e) Support (if required) for installation, configuration and deployment of the hardware, firmware/software after confirmation of hardware readiness, ensuring compatibility, proper integration, and optimal performance in accordance with the Project requirements and agreed specifications.
f) Provide all necessary technical inputs, expertise, and cooperation required for effective execution of the Project, including coordination with BECIL and the bidder, troubleshooting support, and guidance during implementation and testing phases.
g) Compliance with technical standards, certifications, and product-related obligations.
h) To provide operational / life cycle support for the hardware / firmware / software throughout the project period including software bug fixing, patches, updates, and version upgrades in accordance with the client's tender.

Phase II – Warranty Period

A. Role of BECIL (First Party)

a) Oversee and ensure that the SI and OEM comply with fulfilment of warranty obligations as per the Contract.
b) Single point of contact for the Client for all warranty-related issues and service requests.
c) Monitoring and enforcement of service levels and response timelines.
d) Raising invoices to the client, receiving payments from the clients, and releasing payments due to SI, in accordance with the terms of the agreement.

B. Role of Bidder

a) Provision of on-site and remote technical support during the warranty period for system-level issues.
b) Troubleshooting, root cause analysis, and coordination with OEM for defect resolution.
c) Support for configuration changes, minor enhancements, and performance tuning.

C. Original Equipment Manufacturer (OEM)

a) Provision of OEM warranty for supplied hardware/software, including repair, replacement, and defect rectification.
b) Resolution of product-related issues including software bug fixing, patches, and security updates.
c) Technical support to bidder and BECIL during the warranty period.
d) To provide operational / life cycle support the hardware/software throughout the project period including software bug fixing, patches, updates, and version upgrades in accordance with the client's tender.
e) The OEM shall provide comprehensive obsolescence management support to ensure long-term system availability and sustainment. This includes timely notification of parts reaching end-of-life (EOL), recommended form-fit-function replacements, and impact analysis on performance, reliability, and certification. The OEM shall also support redesign, requalification, and documentation updates as required to mitigate obsolescence risks and minimize operational downtime.

The above list is only illustrative and not exhaustive and will include apart from the above other clauses also.

The scope of work of the Project shall be strictly as per the Tender documents and the contract executed with the Client, together with any amendments or change orders approved by the Client.

6. **TECHNICAL:**

Bidder and OEM undertake and assure that they satisfy and will comply all the tender terms such as General Requirements, Technical Parameters, Commercial Aspects, Evaluation and Acceptance criteria of the tender, Integrity Pact, Bank Guarantee/Warranty terms etc. for submission of Bid against the abovementioned tender.

7. **COMMERCIAL STRUCTURE AND PAYMENTS**

A. EMD:

a) EMD of ₹ 65,13,176/- shall be submitted by bidder.
b) EMD/Bid security (from an Indian Scheduled Commercial/Nationalized Bank) can be submitted in following two forms: -
   (i) Direct Bank transfer
   (ii) Bank draft
   (iii) FDR
   (iv) Bank Guarantee

B. PBG:

a) Performance Security (PBG) shall be furnished by successful bidder within 25 days after the award of contract in the form of an irrevocable and unconditional bank guarantee on a Nationalized / Scheduled Bank for an amount equal to 05% of the value of the contract as per Performa 'Annexure-IV' of client's tender and it shall remain valid for a period of 36 Months beyond the date of completion of all contractual obligations of the bidder.
b) Performance of the contract will be monitored during tenure of Contract. AAI reserve the right to invoke the PBG for deficiency / non-performance observed at a particular site. The Performance security will be forfeited and credited to the accounts of AAI in the event of breach of contract by the Bidder.
c) PBG can be submitted only in the form of :
   I. Irrevocable and unconditional bank guarantee (as per Performa 'Annexure-IV' of client's tender) from a Nationalized / Scheduled Bank

C. Client Payments

a) **Receipt of Client Payments**

All payments made by the Client in relation to the Project shall be received exclusively by BECIL. No other party shall be entitled to receive payments directly from the Client under any circumstances.

D. Payments to Bidder (Pay-When-Paid)

a) Raising the invoice by bidder to BECIL

The bidder shall raise the invoices in ₹ on BECIL relating to the supply of the required system strictly as per the payment milestone specified in the tender document of client and submission of all the necessary documents.

b) Payment to bidder Linked to Client Receipts

(i) Payments to the bidder shall be made by BECIL strictly on a back-to-back basis i.e. only after BECIL has received the corresponding payments from the Client for the relevant milestone or deliverable subject to fulfilment of all the statutory compliances. No payment obligation shall arise for BECIL unless and until such amounts are actually received from the Client and fulfilment all the statutory compliance by bidder.

(ii) The payment to bidder will be India Rupees and after deduction of taxes as applicable as per law.

(iii) Where any amount is withheld, deducted or retained by the Client on account of Liquidated Damages (LD), Late Delivery Charges (LDC), penalties, warranty obligations, performance issues or any other contractual liability attributable to the selected bidder/OEM/Consortium Partner, BECIL shall be entitled to withhold, retain or recover an equivalent amount from the payments due to the selected bidder until final settlement of such claims by the Client. Release of the retained amount, if any, shall be subject to receipt of corresponding payment or release by the Client.

c) Reimbursement of expenses

In case BECIL official is required to visit factory of OEM for product inspection/ verification/client site visits or any other further etc., the cost of this shall be borne by bidder. The cost will be recovered by BECIL while releasing payment to bidder.

d) No Advance or Out-of-Pocket Payments by BECIL

(i) BECIL shall not be required to make any advance payments, interim payments, or out-of-pocket disbursements to the bidder. All payments to the successful bidder shall be limited to amounts received from the Client and shall be made in accordance with the agreed payment terms.

(ii) An advance payment may be made to the selected agency, only if BECIL, receives an advance from the client, provided the selected agency submits a bank guarantee (BG) for 110% of the advance amount.

(iii) The bidder acknowledges and confirms that BECIL shall be liable to make payments only upon receipt of corresponding payments from the client. Accordingly, the successful 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 client.

(iv) Since the payment is agreed to be on back-to-back basis upon receipt by BECIL from the client, the successful 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 this agreement. The successful 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.

(v) The successful bidder to give the undertaking as per the format given in EOI document, on a non-judicial stamp-paper of Rs. 100.

E. Payments to OEM (LC-Only Exposure)

a) **Placement of Purchase Order to OEM(s) by successful bidder**

It is responsibility of successful bidder to place the purchase order for the required hardware/equipment/software/items etc. and related licenses directly on the OEM(s). BECIL shall not be a party to such purchase orders and shall have no responsibility or liability arising out of the procurement from the OEM(s) by successful bidder, including payment responsibility.

b) **Raising the invoice by OEM to successful bidder**

The OEM shall raise the invoice to successful bidder relating to the supply of software and associated licenses as per the agreed terms between successful bidder & OEM.

c) **Payment to OEM by successful bidder**

The successful bidder may decide the terms with OEM for all payments relating to the supply of hardware/software and associated licenses and the services to be provided by the OEMs, in relation to the project execution. All payments to the OEM shall be made exclusively by successful bidder, in accordance with the agreed commercial terms between the successful bidder and the OEM and compliance of the applicable laws.

d) **Acknowledgement and Limitation of OEM Rights**

The OEM expressly acknowledges and agrees that its rights to receive payment for the software are limited exclusively to the LC opened by the successful bidder. The OEM further acknowledges that BECIL shall have no payment obligation, whether direct or indirect, towards the OEM and that BECIL does not provide any guarantee, indemnity, assurance, or security in respect of the successful bidder's obligations under the software purchase arrangement.

Note:- BECIL shall bear zero liability for LC opening charges, bank realization charges, or foreign exchange (FOREX) fluctuations. All transactions and bids routed through BECIL must be strictly in Indian Rupees (INR), and any currency risk must be entirely absorbed by the backend partner/OEM.

ARTICLE 2: COOPERATION OF THE TRANSACTION

8. All the parties agree to abide by the broad Responsibility Matrix, which is placed at *Annexure-1: Work Share Matrix* and forms an integral part of this Agreement including all the tender terms such as General Requirements, Technical Parameters, Commercial Aspects, Evaluation and Acceptance criteria of the RFP, Guarantee/Warranty terms etc.

9. After mutual consultation, a joint team consisting of representatives of all the PARTIES will be formed for various activities like technical discussions, Field Trials, implementations, pre & post implementation support aspects, training and services and commercials required as per the tender.

10. 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. Also, all expenses/visits by BECIL teams(s) to assess manufacturing facilities/capabilities, witness configuration of software, attend acceptance trials and other logistics shall be considered as project cost and duly built into the bid.

11. The cooperation for execution of the Project between the PARTIES hereto shall be exclusive, i.e., neither of them shall without the other PARTIES consent – alone or together with another PARTY – take part in any agreement or proposal with regard to the PROJECT.

ARTICLE 3: TERM AND TERMINATION

12. **Term:** This PRE-BID Agreement shall be valid from the date of signing and shall terminate on the earliest occurrence of one of the following:

    a) In case the Contract for the PROJECT is awarded to other entity/bidder or the PROJECT is cancelled and all rights and obligations between the PARTIES hereto according to this PRE-BID Agreement have been fulfilled;
    OR
    b) By Mutual agreement between the Parties.

13. **Effect of Termination or Expiration**: Upon any expiration or termination of this Agreement and subject to applicable laws; Each party will (i) return (or destroy if requested by the disclosing party) the original and all copies of any confidential & proprietary information of the disclosing party; and (ii) at the disclosing party's request, have one of the officers of the receiving party certify in writing that it has fully complied with the provisions of this Clause. For the purpose of this Clause, the expression "Confidential & Proprietary Information" shall be limited to matters of commercial confidence, Proprietary rights, trade and business secrets and intellectual property but shall not include correspondence exchanged between the parties and contents thereof.

14. **Survival**: Rights and obligations under this Agreement that by their nature should survive and will remain in effect after termination or expiration of this Agreement.

ARTICLE 4: CONFIDENTIAL INFORMATION

15. Subject to applicable laws and as required by End-Customer, Law-Enforcement agencies & Government agencies, the terms of this Agreement are agreed by all the three Parties to be confidential and all information disclosed by one party to each other hereunder shall be kept strictly confidential.

16. Each party shall keep any information obtained by it from the other party strictly private and confidential for the purpose of:

    (i) Joint preparation of the tender and/or,
    (ii) In case of award of a Contract for the PROJECT and/or,
    (iii) For the purpose of execution of the PROJECT

ARTICLE 5: LIMITATION OF LIABILITY

17. 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 TPA or in any manner arising from this TPA.

18. BECIL shall not be liable for:

    a) **Client Non-Payment**

    BECIL shall not be liable for any delay, shortfall, or failure in payments arising due to non-payment, delayed payment, or partial payment by the Client. Any such payment risk shall be borne by the concerned party (successful bidder/OEM) in accordance with the back-to-back payment structure of the Project.

    b) **Successful bidder–OEM Commercial Disputes**

    BECIL shall have no responsibility or liability in respect of any commercial, contractual, or financial disputes arising between the successful bidder and the OEM, including disputes relating to pricing, delivery, performance, or payment obligations.

    c) **Indirect or Consequential Losses**

    In no event shall BECIL be liable for any indirect, incidental, special, or consequential losses or damages, including but not limited to loss of profit, loss of business, loss of revenue, or loss of opportunity, arising out of or in connection with the Project.

19. OEM's remedies for non-payment shall be limited to enforcement of the LC.

ARTICLE 6: GENERAL TERMS

20. **RELATIONSHIP OF THE PARTIES**: The relationship of BECIL, successful bidder and OEM established by this TPA is that of all the members to be jointly & severally responsible to the End-Customer. Neither party is authorized to (i) enter into agreements for or on behalf of the other; (ii) create any obligation or responsibility, expressed or implied, for or on behalf of the other; or (iii) bind the other in any manner except as agreed between the parties. Each party will be responsible for its own costs and expenses with respect to all negotiations and activities towards submission of bid under this agreement.

21. **COMPLIANCE WITH LAWS**: All agreements, covenants, undertakings and obligations of the parties set forth herein are subject to the procurement and maintenance of all applicable governmental licenses, consents, permits, authorizations and approvals.

22. **TAXES, DUTIES AND COMPLIANCE**
    a) Each Party shall be responsible for its own taxes, duties, and statutory obligations.
    b) Compliance with Indian laws, including FEMA and RBI regulations (where applicable), shall be ensured by the responsible Party.

23. **PUBLIC ANNOUNCEMENTS:** Except as may otherwise be required by applicable laws, without the prior written consent of the other party, which may be withheld for any reason, a party may not make any press release or public announcement of any kind concerning the other party, this agreement or the transactions which are the subject hereof.

24. **MODIFICATION**: Any modification or amendment to the terms and conditions of this PRE-BID TPA shall only be valid if executed between the PARTIES in writing and duly signed by authorized representatives of all the three PARTIES.

25. **NOTICES**: All written notices required by this Agreement must be delivered in person or sent by Couriers/Speed Post/Fax/E-mail at the designated addresses of the Parties which are set out below:

26.
    BECIL: _____
    _____
    56-A/17, Block-C, Sec-62,
    Noida -201307 (UP)
    Tele: +91 (120) 4177850
    Fax: +91 (120) 4177879
    Mob: +91
    E-mail:

Successful bidder:

_____
_____
_____
Tele: +91
Fax: +91
Mob: +91
E-mail:

OEM: _____
_____
_____
Tele:
Fax:
Mob:
E-mail:

27. **FORCE MAJEURE**:

a. 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.

b. 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 EOI, and avoid or overcome with persistent effort in carrying out its respective obligations.

c. 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. **ASSIGNMENT**: This Agreement may not be assigned by either party, by operation of law or otherwise, without the express prior written consent of the other party. This agreement will be binding upon, and ensure to the benefit of, the permitted successors and assigns of each party. Any purported assignment in violation of this clause will be null and void.

29. **SEVERABILITY**: If any provision of this MOU 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.

30. **ENTIRE AGREEMENT:** This agreement constitutes the parties' complete and entire agreement relating to its subject matter and supersedes all prior or contemporaneous, oral or written communications, proposals, conditions, representations, warranties, and agreements relating to its subject matter. No modification to this TPA will be binding, unless in writing as an amendment to this TPA and signed by an authorized representative of each party.

31. **APPLICABLE LAW AND DISPUTE SETTLEMENT:** The TPA, including without limitation its conclusion, validity, construction, performance and settlement of the disputes, shall be governed by the laws of India. Any dispute arising from, or in connection with the MOU shall be first endeavoured to be settled through friendly negotiation by all the Parties. In case no settlement of the disputes can be reached through amicable negotiation by all the Parties within 30 days, the disputes shall then be submitted to arbitration by a Sole Arbitrator to be appointed by the parties by mutual consent. The venue of arbitration shall be Delhi.

32. **ARBITRATION**: All disputes arising out of or in connection with this PRE-BID TPA and any subsequent comprehensive formal Agreement shall, as far as they cannot be amicably settled between the PARTIES, be submitted to arbitration by a Sole Arbitrator to be appointed by CMD, BECIL. The venue of arbitration shall be Delhi. Arbitration shall be governed by Indian Arbitration & Conciliation Act, 1996 or any subsequent modification thereof.

33. **DAMAGES:** Once the Bid has been submitted neither of the Members may withdraw from the Consortium. Any damage/loss caused to BECIL due to failure on the part of either or both of the defaulting Members to enter into a detailed agreement as mentioned in Para-3 above, shall be borne by the defaulting Consortium Member(s) and will be made good by the said defaulting Consortium Member(s) in case BECIL has to make payment of any damages/penalty to End Customer.

34. **JURISDICTION:** All disputes arising out of this TPA shall be subject to the exclusive jurisdiction of Courts at New Delhi.

By signing this TRIPARTITE Agreement, BECIL, successful bidder and OEM acknowledge that it correctly records the understanding they have reached with regard to the Project.

IN WITNESS WHEREOF, the parties have caused this TRIPARTITE Agreement to be executed by their respective authorized representatives with effect as of the Effective Date.

Broadcast Engineering Consultants India Limited	**M/s _____**	**M/s _____**
By: _____	By: _____	By: _____
Name: _____	Name: _____	Name: _____
Title: _____	Title: _____	Title: _____
Signature of Witness:	Signature of Witness:	Signature of Witness:
Name: _____	Name: _____	Name: _____
Title: _____	Title: _____	Title: _____

Annexure-1

WORK SHARE / RESPONSIBILITY MATRIX

Supply of IP Based VHF Transmitter, VHF Receiver, VHF Antenna and Associated Accessories

P: Prime Responsibility
J: Joint Responsibility
S: Secondary Responsibility
N: Not Responsible

Ser	Description	BECIL	OEM	Bidder	Remarks
1	Prime Bidder	P	N	N	Bid will be submitted by BECIL all the back-end support for draft preparation will be provided by bidder.
2	Bid documentation preparation	J	J	P	All the tender specific draft documents will be prepared and submitted by bidder to BECIL for final submission on letter head duly seal and signed by authorized signatory.
3	EMD	P	N	J	The bidder will submit back-to-back EMD to BECIL
4	Financial document - Turnover (Audited balance sheet of last three Years), Net worth, Solvency Certificate)	P	N	N	
5 a	Arrangement of TCA between BECIL and OEM for bid submission	J	J	P	The bidder will provide complete support to arrange the TCA agreement for bid submission.
5 b	Arrangement of Authorization to BECIL from OEM for bid submission	N	J	P	The bidder will provide complete support to arrange the Authorization for bid submission.
6	Experience document of OEM	N	P	J	The bidder will arrange the necessary document and submit to BECIL for further submission.
7	Arrangement of OEM specific document required from OEM for bid compliance	N	P	J	The bidder will arrange and submit to BECIL for further submission.
8	Detailed Technical compliance and offered technical solution	N	P	J	The bidder will arrange from OEM and submit to BECIL for further submission.

9	All the mandatory document for bid submission i.e. registration certificate, PAN, GST certificate, POA (Power of attorney), MOA, unconditional acceptance, Integrity pact, seal sign tender document etc to comply the bid submission requirement will be arranged and submitted over Procurement Portal	P	N	J	
10	All the mandatory technical document to comply the bid submission	N	P	J	The bidder will arrange from OEM and submit to BECIL for further submission.
11	Make In India bid (Form-I, Form-II and Form- IV (local content certificate from statutory auditor)	J	N	P	All the detailed related to Make in India bid submission will be provided by the bidder to BECIL. BECIL will arrange the certificate as per form IV from their statutory auditor.
12	Final Technical and pre-qualification bid preparation	N	N	P	
12	Final Pre-qualification and technical bid submission over portal	P	N	J	
13	Financial bid preparation (Price bid and check list etc.)	N	N	P	Bidder will prepare and submit the final price bid to be quoted to BECIL for final submission over Portal.
14	Financial bid submission	P	N	J	
15	Any shortfall query response preparation	N	J	P	
16	Shortfall query response submission	P	N	J	
	Post Bid Activity				
17	Purchase order acceptance submission to AAI	P	N	N	
18	PBG submission within given deadline	J	N	J	The Bidder shall submit the Performance Bank Guarantee (PBG) to BECIL on a back-to-back basis and in the same ratio as submitted by BECIL to AAI
19	Signing of agreement between AAI and BECIL	P	N	N	

	Supply activities				
21	Sending invitation of FAT to AAI	P	S	S	BECIL will share the invite to AAI for FAT, as per confirmation received from OEM.
22	Factory Acceptance Test for LOT-1/1st shipment and LOT-2/2nd Shipment for IP Based VHF Transmitter, VHF Receiver, VHF Antenna and Associated Accessories	J	P	P	
23	Operation and Maintenance training at factory premises of the OEM	J	P	J	OEM will provide factory training as per Tender requirement. BECIL will support in necessary coordination with AAI.
24	Site Survey	J	N	P	Bidder team will conduct site survey
25	Site preparation	N	N	P	
26	Purchase and supply of Hardware's	N	N	P	The bidder will purchase and supply the hardware as per tender requirement to each site
27	Supply of Application software	N	P	J	OEM will supply the application software as per tender requirement

Annexure – K

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**,

_____

_____

Accepted

Witnesses:

1. (Notarized)

Annexure – L

Format for Compliance w.r.t. to Land Border Clause

<To be submitted on Agency's Letter Head>

Declaration

EOI Reference no.: ……
Dated:……..

I/We certify that this Bidder M/s…… 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 fulfils all requirements in this regard and is eligible to be considered.

Authorized Signatory with Date and Seal:
Designation:
Business:
Address:
Signature:
Seal:
Date & Time:

Annexure-M

NON-DISCLOSURE AGREEMENT

For EOI Reference No.- …… dated ……

THIS AGREEMENT is made on this the ……. day of …… 2025 at …….., by and between:

M/s Broadcast Engineering Consultants India Limited, a Mini Ratna, Public Sector Enterprise, falling under the purview of the Ministry of Information and Broadcasting under 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 …….[*name of officer*], authorized vide a Board Resolution dated …… Hereinafter referred to as **"BECIL or "Disclosing Party ")** which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns.

AND

M/s ……, a Private Limited Company incorporated on …… under the purview of the provisions of the Companies Act 1956, having its registered address at ……. authorized vide a Board Resolution dated ……., Hereinafter referred to as the "Second Party" or "Receiving Party") which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representative and permitted assigns.

Whereas Broadcast Engineering Consultants India Limited is an ISO 9001:2015, 27001:2013, ISO/IEC 20000:2012 is a certified, Mini Ratna, Central Public Sector Enterprise (CPSE) falling under the purview of Ministry of Information and Broadcasting, Government of India, and was established on 24th March 1995. That M/s BECIL provides Project Consultancy services, turnkey solutions, System integration, Operation & Maintenance services for the entire gamut of radio and television broadcast engineering projects and has also gradually 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

Whereas M/s BECIL has floated a EOI /Tender with reference no. …… dated ……. for the selection of an agency for the execution of the …….

WHEREAS in pursuance to this EOI , it is recognized that certain confidential information shall be disclosed by BECIL to the Receiving Party That the Confidential Information shall belong to BECIL/Disclosing Party as the case may be and shall be transferred to the Receiving Party to be used only for the business purpose and hence there is a need to protect such information from un-authorised use and disclosure

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

1. INTERPRETATION

1.1 In this agreement, unless otherwise specified:

(i) references to clauses, Sub-clauses, Paragraphs and Schedules are to clauses, sub-clauses, paragraphs of and schedules to this Agreement;

(ii) use of any gender includes the other genders;

(iii) references to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;

(iv) references to a 'person' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);

(v) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;

(vi) any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;

(vii) references to a 'business day' shall be construed as a reference to any day that is not a Sunday or a public holiday and starts at 9 am;

(viii) references to times are to Indian standard time;

(ix) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and

(x) all headings and titles are inserted for convenience only. Ambiguities.

2. TERM

2.1 This Agreement will remain in effect till a six (6) month period post the expiry of the contract unless explicitly extended by BECIL.

3. SCOPE OF THE AGREEMENT

3.1 This Agreement shall apply to all confidential and proprietary information disclosed by Disclosing Party to the Receiving Party and other information which the disclosing party identifies in writing or otherwise deems confidential before or within (30) thirty days after disclosure to the Receiving Party as ("Confidential Information").

3.2 Such Confidential Information shall consists of EOI , certain specifications, documents, software, prototypes and/or technical information, and all copies and derivatives containing such Information that may be disclosed to the Disclosing Party for and during the Business Purpose, which a party considers proprietary or confidential.

3.3 Such Confidential Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to the Receiving Party.

4. OBLIGATIONS OF THE RECEIVING PARTY

4.1 The Receiving Party shall –

i. use the Confidential Information only for the Business Purpose and shall hold the Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, taking into account the nature of the Confidential Information, and

ii. Grant access to Confidential Information only to its employees on a “need to know basis” and restrict such access as and when not necessary to carry out the Business Purpose.

iii. Cause its employees to comply with the provisions of this agreement;

iv. Reproduce Confidential Information only to the extent essential to fulfilling the Business Purpose, and

v. Disclose the Confidential Information to its consultants/ contractors/ any third parties on a “need to know basis”; provided that by doing so, the Receiving Party agrees to bind such consultants/ contractors to terms at least as restrictive as those stated herein.

vi. The Receiving Party upon making a disclosure under this clause shall – a. advise the consultants/contractors of the confidentiality obligations imposed on them by this clause.

vii. Upon the Disclosing Party's request, the Receiving Party shall either return to the disclosing party all Confidential Information or shall certify to the disclosing party that all media containing Confidential Information have been destroyed. Provided, however, that an archival copy of the Confidential Information may be retained in the files of the Receiving Party's counsel, solely for the purpose of proving the contents of the Confidential Information.

viii. Not to remove any of the other Party’s Confidential Information from the premises of the Disclosing Party Without prior written approval.

ix. Exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the Disclosing Party’s prior written approval, from the Disclosing Party’s premises. Each Party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.

x. Upon the Disclosing Party’s request, the Receiving Party shall promptly return to the Disclosing Party all tangible items containing or consisting of the disclosing party’s Confidential Information all copies thereof.

5. EXCEPTIONS TO CONFIDENTIAL INFORMATION

5.1 The foregoing restrictions on each party's use or disclosure of Confidential Information shall not apply to the Confidential Information that the Receiving Party can demonstrate that such Confidential Information –

(i) Was independently developed by or for the Receiving Party without reference to the Information, or was received without restrictions; or

(ii) has become generally available to the public without breach of confidentiality obligations of the Receiving Party;

(iii) was in the Receiving Party's possession without restriction or was known by the Receiving Party without restriction at the time of disclosure;

(iv) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the Receiving Party has given the disclosing party prompt notice of such demand for disclosure and the Receiving Party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or

(v) is disclosed with the prior consent of the disclosing party;

(vi) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the Receiving Party from the disclosing party under an obligation of confidence; or

(vii) The Receiving Party obtains or has available from a source other than the disclosing party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use towards the disclosing party.

6. OWNERSHIP OF THE CONFIDENTIAL INFORMATION

6.1 Each Party recognizes and agrees that all of the disclosing Party's Confidential Information is owned solely by the Disclosing Party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain.

6.2 By disclosing the Confidential Information or executing this agreement, Disclosing Party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. The Disclosing Party disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information.

6.3 Access to Confidential Information hereunder shall not preclude an individual who has seen such Confidential Information for the purposes of this agreement from working on future projects for the Disclosing Party which relate to similar subject matters, provided that such individual does not make reference to the Confidential Information and does not copy the substance of the Confidential Information during the Term. Furthermore, nothing contained herein shall be construed as imposing any restriction on the Receiving Party's disclosure or use of any general learning, skills or know-how developed by the Receiving Party's personnel under this agreement.

6.4 Execution of this agreement and the disclosure of Confidential Information pursuant to this agreement do not constitute or imply any commitment, promise, or inducement by either Party to make any purchase or sale, or to enter into any additional agreement of any kind.

7. DISPUTE RESOLUTION

7.1 If a dispute arises in relation to the conduct of this Contract (Dispute), a both the parties shall try to amicably resolve the dispute before invoking the arbitration clause.

7.2 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.

7.3 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.

7.4 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.

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

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

7.7 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.

7.8 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. INJUNCTION

8.1 The Receiving Party agrees that the Disclosing Party shall have the right to obtain an immediate injunction enjoining any breach of this agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

9. VARIATION

9.1 This agreement may only be varied in writing and signed by both Parties.

10. WAIVER

10.1 Waiver including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this agreement:-

(i) shall be in writing

(ii) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this agreement;

(iii) shall be executed by a duly authorised representative of the Party; and

(iv) shall not affect the validity or enforceability of this agreement in any manner.

11. EXCLUSION OF IMPLIED WARRANTIES

11.1 This agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

12. ENTIRE AGREEMENT

12.1 This agreement together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this agreement are abrogated and withdrawn.

13. SEVERABILITY

13.1 If for any reason whatever, any provision of this agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforce-ability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal

provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this agreement or otherwise.

14. NO PARTNERSHIP

14.1 This agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party except as expressly provided under the terms of this agreement.

15. THIRD PARTIES

15.1 This agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this agreement.

16. SUCCESSORS AND ASSIGNS

16.1 The agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

17. NOTICES

17.1 Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this agreement shall be in writing and shall be given by hand delivery, recognised courier, registered post, email or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below –

Broadcast Engineering Consultants India Ltd, C-56/A-17,
Sector -62, Noida 201 307
Tel: 0120-4177850 Fax: 0120-4177879
Name of the authorised person- Contact:
E-mail:

M/s …….
Name of the authorized person
Designation of the authorized person
Contact:
Email:

17.2 All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this agreement shall be in writing and in the English language.

18. MITIGATION

18.1 Without prejudice to any express provisions of this agreement on any mitigation obligations of the Parties, each of BECIL and the Receiving party shall at all times take all reasonable steps to minimize and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to this agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED	**SIGNED**
For and on behalf of BECIL	**For and on behalf of the Receiving Party**
(Signature)	**(Signature)**

In the presence of:

1. _____

2. _____

ANNEXURE-N

MSME UNDERTAKING

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

This Undertaking is made on this ___ day of _____, 2025, by: _____

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

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

WHEREAS:
1. The Principal Employer/client, have awarded the work for execution of the project to BECIL. 2. BECIL through this EOI intends to onboard on OEM/OEM distributor/OEM Channel Partner. 3. As per the terms of the EOI, BECIL shall release payment to the selected Bidder/bidders only after receiving the payment from the Principal Employer/client.

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

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

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

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

Signature & Stamp of Bidder

ANNEXURE-O

PRICE BID FORMAT

Client's Tender Reference No:

The Airports Authority of India (AAI), Rajiv Gandhi Bhawan, New Delhi, has invited bids via GeM Tender Ref. No. GEM/2026/B/7955668(Bid Specific Document No. AAI/CNSP-07/2026-27) for the **Supply of IP Based VHF Transmitter, VHF Receiver, VHF Antenna and Associated Accessories**.

Commercials to be submitted strictly as per the client's tender.

ANNEXURE-P

CONSORTIUM AGREEMENT

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

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

AMONGST

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

AND

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

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

ARTICLE 1: PREAMBLE

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

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

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

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

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

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

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

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

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

2: GENERAL

1.1 **PURPOSE**

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

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

2. OBJECT AND COLLABORATION

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

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

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

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

3. REPRESENTATION OF THE PARTIES

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

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

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

a) Require any consent or approval not already obtained;
b) Violate any applicable Law presently in effect and having applicability to it;
c) Violate the Agreement and articles of association, by-laws or other applicable organizational documents thereof;
d) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which any Consortium Member is a party or by which Consortium Member or any of their properties or assets are bound or that is otherwise applicable to Consortium Member:
e) Create or impose any license, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of Consortium Members so as to prevent such Parties from fulfilling their obligations under this Agreement.

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

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

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

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

4. PROJECT BACKGROUND AND SCOPE OF WORK

4.1 Project Background

4.1.1 That M/s Broadcast Engineering Consultants India Limited, has issued an EOI no. _____ dated _____ for _____.

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

5. SCOPE OF WORK

5.1 The Scope of work of the Parties/Consortium will be strictly as per the client's requirement/tender.

6. JOINT AND SEVERAL RESPONSIBILITIES OF CONSORTIUM MEMBERS

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

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

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

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

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

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

a) relieve the consortium or any member from performance of the RFP/ contract/work order
b) constitute a ground for extension of time or additional cost

give rise to any claim against BECIL.

7. DUTIES & OBLIGATIONS OF CONSORTIUM MEMBERS

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

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

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

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

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

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

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

8. DUTIES AND OBLIGATIONS OF LEAD MEMBER OF THE CONSORTIUM

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

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

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

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

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

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

9. COOPERATION OF THE TRANSACTION

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

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

10. PERIOD OF AGREEMENT

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

11. PAYMENT AND COMMERCIAL

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

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

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

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

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

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

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

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

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

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

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

12. GENERAL TERMS & CONDITIONS

12.1 AGENCY

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

13. CONFIDENTIALITY

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

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

14. TERMINATION

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

15. ARBITRATION/DISPUTE RESOLUTION

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

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

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

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

16. INTELLECTUAL PROPERTY RIGHTS

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

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

17. INDEMNITY

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

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

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

18. ASSIGNMENT AND SUB-CONTRACTING

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

19. GOVERNING LAW AND JURISDICTION

19.1 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.

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

20. WAIVER

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

21. SURVIVAL

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

22. VARIATION

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

23. LIQUIDATED DAMAGES

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

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

23.3 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.

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

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

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

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

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

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