EXPRESSION OF INTEREST

FOR

CENTRALIZED EMPANELMENT

OF

BACK-END PARTNERS/VENDORS/ASSOCIATES

FOR

Electric Vehicle Charging System

EOI No. BECIL/Centralized Empanelment/2026/6710/05

Dated: 27 Oct 2026

Issued By: (Sh. Ved Prakash Gupta, DGM)

	Broadcast Engineering Consultants India Limited (A Government of India Enterprise) **CIN No. : U32301UP1995GOI017744** ***Corporate Office*:** **BECIL BHAWAN, C-56-A/17, Sector-62, Noida-201 307** **Tel: 0120-4177850, Fax: 0120-4177879** ***Head Office*:** **14-B Ring Road, IP Estate, New Delhi- 110002** **Tel: 011-23378823, Fax: 011-23379885** **Web: www.becil.com**	

DISCLAIMER

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

TABLE OF CONTENTS

S. No.	Description	Page No.
	Cover Page	1
	Disclaimer	2
	Table of Contents	3-5
	Notice Inviting Expression of Interest	6
Section-1	**Profile of the Company**	7
Section-2	**Purpose of EOI/Scope of work**	8-10
Section-3	**Instruction to bidders**	11-20
3.1	Availability of EOI Document	11
3.2	Pre-Bid Meeting	11
3.3	Debarment	12
3.4	Preparation and submission of Bid	12
3.5	Late Bid	14
3.6	Withdrawal and resubmission of Bid	14
3.7	BECIL's Right to accept any Bid and to reject any or all Bid/Bids	15
3.8	Correspondence with Bidder	16
3.9	Amendments in EOI Document	16
3.10	Terms & Conditions of Bid	17
3.11	Deviations in Terms and Conditions of EOI	17
3.12	Right to Publish	17
3.13	Due diligence by Bidders	17
3.14	Clarifications from Bidders	18
3.15	Collusive Proposal	18
3.16	Confidentiality	18
3.17	Taxes & Duties	20
3.18	False or Misleading Claims	20
Section-4	**Pre-Qualification Criteria and Technical Evaluation Sheet**	21
Section-5	**Opening of Bids**	21
Section-6	**Evaluation of Bids/Proposals**	22-23
Section-7	**Empanelment of the Bidder**	24-26
7.1	Notification of Empanelment	24
7.2	Security Deposit	24
7.3	Signing of MoU and Contract	25
7.4	Empanelment Period	25
7.5	Execution of projects post empanelment	26
Section-8	**General Terms & Conditions**	27-39
8.1	Relationship between the parties	27
8.2	Intellectual property rights	27
8.3	Land and border provision	27
8.4	Indemnity	27-28
8.5	Signing of non-disclosure agreement	28
8.6	Code of integrity	28
8.7	Conflict of interest	28-29
8.8	Undue influence	29-30
8.9	Unlawful/unethical practices	30

8.10	Penalty for breach of integrity, unlawful/unethical practices, and undue influence	30
8.11	Blacklisting/ debarment	30
8.12	Risk and cost clause	30-31
8.13	Penalties	31
8.14	Confidentiality	31-32
8.15	Right to inspection	32
8.16	Terminations	32-33
8.17	Post termination responsibility	33-34
8.18	Notices	34
8.19	No waiver	34
8.20	Amendment	34
8.21	Arbitration	35-36
8.22	Jurisdiction	36
8.23	Force majeure	36-37
8.24	Subcontracting	37
8.25	Extension of time	37
8.26	Transfer and sub-letting	37
8.27	Assignment	37
8.28	Non-exclusive	37
8.29	Personnel	37-38
8.30	Compliance with applicable law	38
8.31	Severability	38
8.32	Entire contract	38
8.33	Liquidated damages	39
8.34	Power of attorney	39
Section-9	**Special Terms & Conditions**	40-42
9.1	Responsibilities of the vendor	40-41
9.2	Payment Terms	41
9.3	MSE	41
9.4	Sub-Contracting	41-42
9.5	Decisions and Instructions	42
9.6	Trademarks and Publicity	42
9.7	Title and Risk	42
Section-10	**Annexures**	43-92
Annexure-1	**Minimum Pre-qualification Criteria and Technical Evaluation**	43-48
1-A	**For Project Value up to Rs. 02 Cr.**	43-44
1-B	**For Project Value above Rs. 02 Cr. up to Rs. 05 Cr.**	45-46
1-C	**For Project Value above Rs. 05 Cr. up to Rs. 10 Cr.**	47-48
Annexure-2	**Check List**	49-50
Annexure-3	**Format of Covering Letter**	51-52
Annexure-4	**Bid Submission Form**	53-55
Annexure-5	**Format of Non – Blacklisting**	56
Annexure-6	**Undertaking for Correctness/Genuineness of the documents submitted**	57
Annexure-7	**Format of List of the Offices in India**	58
Annexure-8	**Format of Power of Attorney**	59-60
Annexure-9	**MSE Undertaking**	61

Annexure-10	**Format on procurement from a Bidder of a country which shares a land border with India**	62
Annexure-11	**Format of Non-Disclosure Agreement**	63-65
Annexure- 12	**Format of MoU for empanelment**	66-87
Annexure-13-A	**Experience of Execution of Projects**	88
Annexure-13-B	**Experience/Completion/Ongoing Work Certificate**	89
Annexure-14	**Pan-India Execution of Assignments**	90
Annexure-15	**Security Deposit/PBG**	91-92

NOTICE INVITING EXPRESSION OF INTEREST FOR CENTRALIZED EMPANELMENT OF BACK-END PARTNERS/VENDORS/ASSOCIATES

EOI No. BECIL/Centralized Empanelment/2026/6710/05 dated: 27/10/2026

Broadcast Engineering Consultants India Limited
(A Government of India Enterprises–Under Ministry of Information and Broadcasting)
56-A/17, Block-C, Sector-62, Noida-201307, Uttar Pradesh

1. BECIL invites bids from the interested parties for Centralized Empanelment of Back-End Partners/Vendors/Associates in category outlined in the EOI no. BECIL/Centralized Empanelment/2026/6710/05. Detailed EOI document containing Eligibility Criteria, selection mechanism, other terms & conditions is available on the website www.becil.com.

2. The sealed application/bids consisting of all documents as per the requirement of EOI should be submitted in physical form in original by post or handed over/dropped in Tender Box placed at BECIL Bhawan, Noida; in an envelope, which should be super-scribed as:
   a) "Application for Expression of Interest for Centralized Empanelment of Back-End Partners/Vendors/Associates"
   b) EOI No. "*BECIL/Centralized Empanelment/2026/6710/05 dated: 27/10/2026*".

Tender Schedule

S.N	ACTIVITY	SCHEDULED DATE & TIME
1.	**EOI Number**	BECIL/Centralized Empanelment/2026/6710/05
2.	**Date of Issue of EOI**	27 Oct 2026
3.	**Last date and Time for Submission of bids**	17 Nov 2026
4.	**Date and time of Pre-bid Meeting**	05 Nov 2026 Venue: BECIL Bhawan, C-56/A-17, Sector-62, Uttar Pradesh
5.	**Availability of Document**	https://www.becil.com; https://eprocure.gov.in/epublish/app
6.	**EOI document Fee (Form Fee) (Non-refundable)**	As specified in EOI document
7.	**Empanelment Fee (Non-refundable)**	As specified in EOI document
8.	**Address for Communication of bids**	BECIL Bhawan, C-56 / A -17, Sector - 62, Noida – 201307.
9.	**Contact details for this EOI**	Ved Prakash Gupta (Deputy General Manager) Email : evproject@becil.com Tele- 0120-4177850,

All queries/communications, if any, in connection with this EOI shall be entertained during the pre-bid meeting only.

Sd/-
(EV Division)
Broadcast Engineering Consultants India Limited (BECIL)
C – 56, A/17, Sector – 62, Noida – 201307 (Uttar Pradesh)
Email - evproject@becil.com
Phone – 0120 – 4177850

Section-1: Profile of the Company

Broadcast Engineering Consultants India Limited (BECIL), an ISO 9001:2015, 27001:2013, ISO/IEC 2000:2012 certified Mini Ratna Central Public Sector Enterprise (CPSE) was incorporated on 24th March, 1995 under the Companies Act, 2013 (erstwhile the Companies Act, 1956) by Government of India with 100% equity share capital of BECIL held by President of India through Secretary and Joint Secretary of Ministry of Information & Broadcasting.

The Company was initially set up for providing project consultancy services and turnkey solutions encompassing the entire gamut of radio and television broadcast engineering, establishment of transmission facilities, content production facilities, terrestrial, satellite and cable broadcasting in India and abroad. The company has now diversified into the fields of Strategic Projects such as Information Communication, Technology, Electronic Surveillance (namely CCTV, Access Control, Intrusion, Fire Safety, Hydrants, etc.). Electronic Media contents including films, Sentinel Analytics, Counter Drones/UAV etc. The activities include, but are not limited to Supply, Installation, Testing & Commissioning, Consultancy Services, Technical Audit, Media Analysis, R&D, projects pertaining to Digital India, City Surveillance, Safe City. Smart City, Make in India, Manufacturing, Audio Video & Data Analysis, Cyber Security, Engineering, Procurement & Construction, Project Management Services, Operation and Maintenance, Manpower Placement, AMC and providing total turnkey project for critical information infrastructure.

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

Over the years, BECIL has consciously groomed and developed a team of in-house, versatile and dedicated engineers and also cultivated and harnessed a vast reservoir of professionals drawn from various fields of Broadcasting Industry, which include public and private Broadcasters, Defense and Cable Industry. Through this network of resourceful technical professionals, BECIL has established its pan India presence to serve the needs of the industry.

BECIL has a vast reservoir of experts and integrates the expertise of All India Radio (AIR) and Doordarshan (DD), the national broadcaster of India, catering to one of the largest Radio Networks reaching out to more than a billion people and the world's largest Terrestrial Television Network supplemented by Analogue and Digital satellite Broadcasting services reaching out to millions of TV homes in India and abroad.

BECIL is a professional platform which caters to all aspects of a wide spectrum of projects, from concept to completion and from regulatory to realization. BECIL's services are reliable and transparent. Adding to this, BECIL is proud to be an able interface to the Government. We believe in providing perfect professional solutions.

Section-2: Purpose of EOI/Scope of work

2.1 Purpose/Objective:

2.1.1 The purpose and intent of this EOI is to undertake preliminary empanelment of the business partners (in line with eligibility stipulated in this EOI) who can be associated with BECIL to support/participate in various projects of end customers across industry in various fields. **However, final selection of any partner (out of empaneled partners) for fulfilling the customer's requirement will be done through separate RFP (technical & financial) process based on the customer's requirement and eligibility criteria.** To get the information related to RFPs for customer requirement, it is suggested and advised that BECIL's website i.e. www.becil.com may please be seen on regular basis and any miss on this account will be the sole responsibility of the empanelled Partner.

2.1.2 Through this EOI, BECIL aims to achieve its vision and mission by empaneling technology based Back-End Partner/Vendors/Associates to collaborate on various projects. The empanelment process seeks to create a centralized system that allows BECIL to partner with organizations for:

i. **Bidding and Proposal Preparation**: Partners will assist BECIL in preparing and participating in competitive bids for various projects, ensuring comprehensive and competitive offerings. BECIL may, if required, form a Joint Venture/Consortium with the empanelled partner, as per the requirements of the Tender/Project.

ii. **Project Execution:** Partners, once selected for the particular project, will jointly execute those projects with BECIL (in the area in which they have been empanelled), which are awarded either through tender processes or on a nomination basis.

2.2 Scope of Work

- The BIDDER shall be responsible for the operation, management, and maintenance of the EV charging stations installed under this project during the entire contract period.
- The BIDDER shall ensure 24×7 availability and functionality of the charging infrastructure, subject to scheduled maintenance.
- The BIDDER shall deploy and maintain a Central Management System (CMS) for remote monitoring, control, and management of all charging stations.
- The BIDDER shall ensure that all chargers are OCPP compliant and integrated with the central platform for real-time monitoring, data management, and operational control.
- The BIDDER shall provide user access through mobile application / web portal / RFID / other digital payment systems for seamless charging and payment by EV users.
- The BIDDER shall ensure real-time monitoring of charger status, energy consumption, transaction records, and fault alerts.

- The BIDDER shall maintain proper records of charging sessions, energy dispensed, revenue generated, and system uptime, and submit periodic reports to the Authority as required.
- The BIDDER shall ensure timely preventive and corrective maintenance of charging equipment to minimize downtime.
- The BIDDER shall provide customer support / helpdesk services to address user queries, complaints, and operational issues.
- The BIDDER shall comply with all applicable guidelines issued by the Ministry of Power, Central Electricity Authority (CEA), and other regulatory authorities related to EV charging infrastructure.
- The BIDDER shall ensure data security, cyber security compliance, and protection of user information in accordance with applicable regulations.
- The BIDDER shall ensure proper branding, signage, safety measures, and operational standards at the charging station locations as per applicable norms.

A. Documents to be submitted by Bidder

S.No.	Particulars	Completed (Yes/No)	Remarks
1.	Certificate of Incorporation / Company Registration Certificate issued by the competent authority.		
2.	Company Profile, including details of experience in EV charging infrastructure, operation and management.		
3.	GST Registration Certificate and PAN Card of the company.		
4.	Details of Central Management System (CMS) or software platform used for monitoring and managing EV charging stations.		
5.	Undertaking for OCPP Compliance, confirming that the charging network supports interoperability and integration with standard EV charging systems.		
6.	Details of Mobile Application / Web Portal provided for EV users for charger access, booking, and payment.		
7.	List of existing EV charging stations operated by the bidder, including location, number of chargers, and operational status.		
8.	Undertaking for compliance with applicable guidelines issued by the Ministry of Power and the Central Electricity Authority for EV charging infrastructure.		

***NOTE: Copy of all the supporting documents to be attached.**

Section-3 Instruction to bidders

3.1 Availability of EOI Document

This EOI document is available on BECIL's website www.becil.com and CPP portal https://eprocure.gov.in/epublish/app to enable the Bidders to view and download, and to submit offline bids up to the last date and time mentioned in **Notice inviting Expression of Interest**.

3.2 Pre-Bid Meeting

3.2.1 BECIL may decide to conduct a pre-Bid meeting. The details for the same shall be posted on BECIL's website www.becil.com. The Bidders are requested to regularly check the website for any update regarding pre-bid meeting date/time/venue.

3.2.2 The Bidders will ensure that their pre-Bid queries with regard to the EOI to be addressed by BECIL during the pre-Bid meeting, shall reach by email on or before 1700 Hours on …….. to the Email id: …… .

3.2.3 The Bidders should prepare an excel sheet in the following format to submit their pre-Bid Queries to BECIL:

Table 1: Format for pre-Bid Queries

S. No.	*Clause No. and Page No.*	*Clause Reference*	*Points on which Clarification required*	*Proposed amendment, if any*	*Reason for amendment, if any*
01.					
02.					
03.					

3.2.4 Responses to Pre-Bid queries and Issue of Corrigendum:

3.2.4.1. The Nodal Officer notified by BECIL will endeavor to provide timely response to all queries. However, BECIL makes no representation or warranty as to the completeness or accuracy of any response made in good faith.

3.2.4.2. At any time prior to the last date for receipt of Bids, 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 issuing a corrigendum.

3.2.4.3. The corrigendum/ addendum (if any) & clarifications to the queries from all Bidders will be posted on the BECIL's website www.becil.com.

3.2.4.4. Any such corrigendum shall be deemed to be incorporated into this EOI.

3.2.4.5. In order to provide prospective Bidders reasonable time in which to take the corrigendum into account in preparation of their Bids, BECIL may, at its discretion, extend the last date for the receipt of EOI Bids.

3.2.4.6. BECIL shall not be liable to accept or address any query with regard to the EOI, after the pre-bid meeting.

3.2.4.7. During the course of pre-Bid meeting, the bidders will be free to seek clarifications and make suggestions for consideration of BECIL. BECIL shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process.

3.3 Debarment

The Bidder should not be debarred/blacklisted for fraudulent/corrupt practices or for any other reason by any Government entity in India in any Sector as on the date of Bidding. In this regard, the bidder shall submit undertaking as per format given in **Annexure-5.**

3.4 Preparation and submission of Bid

3.4.1 Language

The Bid document prepared by the Bidder, as well as all correspondence and documents relating to the bid, exchanged by the Bidder and BECIL shall be written in English only. The supporting documents and printed literature furnished by the Bidder with the bid may be in English or Hindi. But in case of any other language, they must be accompanied by translations of all the pertinent passages in the English language only, and shall be duly authenticated and certified by the bidder. The supporting materials other than in Hindi or English, if translated into any other language, other than English or Hindi, shall not be considered by BECIL.

3.4.2 Documents constituting the Bid

The Bid prepared by the Bidder shall comprise of the following components:

a. Pre-qualification and Technical Bid — Technical Bid shall comprise of:

i) Tender fee and Empanelment Fee Details —

- Original Demand Draft for the Tender fee and Empanelment Fee for each category participated
- In case of MSE bidders, a copy of a valid MSE certificate relevant to the nature of the business shall be submitted along with the bid to avail exemption from payment of the Tender Fee and Empanelment Fee.

ii) Qualification Compliance Documents – This includes copies of required documents justifying that the Bidder is qualified to perform the contract if Bid is accepted, and the

Bidder has financial & technical capability necessary to perform the contract and meets the criteria outlined in the Qualification Criteria mentioned in EOI and fulfils all the technical conditions of the contract/EOI.

iii) The bidders need to submit their pre-qualification documents as per the requirement mentioned in minimum Pre-qualification Criteria and Technical Evaluation Sheet given at following Annexures:

- **Annexure-1A (For Project Value up to Rs. 02 Cr.)**
- **Annexure -1B (For Project Value above Rs. 02 Cr. up to Rs. 05 Cr.)**
- **Annexure-1C (For Project Value above Rs. 05 Cr. up to Rs. 10 Cr.)**

iv) The vendors empanelled in a higher financial category, will automatically be eligible to participate in projects of lower financial categories.

b. Financial Bid - The bidders need not submit the financial bid in this EOI. BECIL will initially empanel the business partners for the particular field based upon their eligibility in technical bid. The Financial bids shall be called from the finally selected/empaneled partners as per the actual BOQ during participation in clients' tenders/execution of the project by BECIL.

3.4.3 The sealed application/bids consisting of all documents as per the requirement of EOI should be submitted in physical form in original by post or handed over/dropped in Tender Box placed at BECIL Bhawan, Noida; in an envelope, which should be super-scribed as:

a) "Application for Expression of Interest for Centralized Empanelment of Back-End Partners/Vendors/Associates for ***Electric Vehicle Charging System***

b) EOI No. BECIL/Centralized Empanelment/2026/6710/05 Dated: 27 Oct 2026".

3.4.4 Documents establishing Bidder's Qualification

3.4.4.1. The Bidder shall furnish, as part of its technical Bid, documents establishing the Bidder's qualification to perform the Contract if its Bid is accepted. The documentary evidence should be submitted by the Bidder for each qualification criteria.

3.4.4.2. All the documents submitted by the Bidder shall be signed by authorized signatory with seal/stamp of Company and Authorized Signatory.

3.4.4.4. The bidders not submitting the documents as per the pre-qualification criteria and check list shall not be analyzed and evaluated for their Technical Bid in order to qualify the short-listing stage.

3.4.5 Formats and Signing of Bid

3.4.4.1. The Bidder shall prepare one physical copy of the technical Bid.

3.4.4.2. The Bid document shall be duly signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract/EOI. The Bidder's authorization shall be supported by attaching original document of valid proof of authorization like Power of Attorney as per **Annexure-8**. In case of a Company, copy of Board Resolution authorizing the person signing Power of Attorney shall also be attached.

3.4.4.3. The bidder shall provide all the information sought under this EOI. BECIL shall evaluate only those bids that are received in the required formats and complete in all respects.

3.4.6 Deadline for submission of Bid

3.4.5.1 Bid must be submitted by the Bidder at the following address:

Sh. Ved Prakash Gupta, Dy. General Manager
Broadcast Engineering Consultants India
Limited (BECIL),
Add.: BECIL Bhawan, C – 56, A/17,
Sector – 62, Noida – 201307 (Uttar Pradesh)
Phone – 0120 – 4177850

3.4.5.2 The bids shall be submitted not later than the time specified on the prescribed date and time. BECIL may, at its discretion, extend this deadline for submission of Bid by issuing and publishing a corrigendum on BECIL's website; in such case all rights and obligations of BECIL and the Bidders previously subject to the deadline, will thereafter be subject to the revised deadline as extended.

3.5 Late Bid

3.5.1 The time indicated in BECIL's clock (Indian Standard Time) will be the time by which the Bid submission activity will be allowed till the permissible date and time scheduled in the Bid.

3.5.2 Once the Bid submission date and time is over, the Bidder cannot submit the Bid. The Bidder must start the Bid submission well in advance so that the submission process passes off smoothly. The Bidder will solely be responsible if his/her Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during Bid submission process. No leeway will be provided to any bidder to submit their bid subsequent to the lapse of the defined timeline.

3.6 Withdrawal and resubmission of Bid

3.6.1 At any point of time, before the Bid submission end date and time, a bidder can withdraw their Bid submitted.

3.6.2 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of period of Bid validity. Withdrawal of a Bid during this interval may result in the forfeiting of Bidder's Empanelment Fee.

3.6.3 The Bidder can re-submit Bid as and when required till the Bid submission end date and time. The Bid submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised Bid and the new Bid after the successful submission of the revised Bid will be considered for evaluation purposes.

3.6.4 No Bid can be resubmitted after the deadline of submission of Bids.

3.7 BECIL's Right to accept any Bid and to reject any or all Bid/Bids

3.7.1 Notwithstanding anything contained in this Bid, BECIL reserves the right to accept or reject any Bid and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

3.7.2 BECIL reserves the right to reject any Bid if:

3.7.2.1. At any time, any misrepresentation is made or uncovered, or

3.7.2.2. The Bidder does not provide, within the time specified by BECIL, the supplemental information sought by BECIL for evaluation of the Bid.

3.7.3 Such misrepresentation/improper response may lead to the disqualification of the Bidder. If such disqualification/rejection occurs after the Bid has been opened and the Highest rated bidder (Bidder having maximum composite score} gets disqualified/ rejected, then the BECIL reserves the right to take any other measure as may be deemed fit in the sole discretion of BECIL's management including annulment of the Selection Process.

3.7.4 In case it is found during the evaluation or at any time before signing of the Contract/MoU or after its execution and during the period of subsistence thereof, the bidder has made material misrepresentation or has given any materially incorrect or false information, the bidder shall be disqualified forthwith if not yet empaneled either before the selection or entering into the Contract/MoU, and if the bidder has already been selected or has entered into the Contract/MoU, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP/EOI, be liable to be terminated, by a communication in writing by BECIL to the bidder, without BECIL being liable in any manner whatsoever to the bidder or agency, as the case may be. In such an event, BECIL shall forfeit and appropriate the Empanelment Fee as the case may be, as compensation and damages payable to BECIL for, inter alia, time, cost and effort of BECIL, without prejudice to any other right or remedy that may be available to BECIL.

3.7.5 BECIL reserves the right to verify all statements, information and documents submitted by the bidder in response to this EOI or any subsequent RFPs/EOIs. The failure of BECIL to undertake such verification shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of BECIL thereunder.

3.8 Correspondence with Bidder

3.8.1 No bidder shall contact BECIL on any matter relating to his Bid from the time of Bid opening to the time of contract is awarded.

3.8.2 Any effort by the Bidder to influence BECIL in the Bid evaluation, bid comparison or contract award decisions may result in the rejection of his Bid.

3.8.3 BECIL shall not entertain any correspondence with or from any bidder in relation to acceptance or rejection of any bid.

3.8.4 **Empanelment Fee:** The Bidder shall have to furnish, as part of its Bid, following Tender fee (non-refundable) and Empanelment Fee in the form of Demand Draft from a scheduled Bank, drawn in favour of Broadcast Engineering Consultants India Limited (BECIL) payable at Delhi:

Annexure no.	Project Value	Tender fee (in Rs.) (Non-refundable)	Empanelment Fee (in Rs.) (Non-refundable for vendors selected for empanelment)
Annexure-1A	Up to Rs. 02 Cr.	11,800/-	10,000/-
Annexure-1B	above Rs. 02 Cr. up to 05 Cr.	11,800/-	25,000/-
Annexure-1C	above Rs. 05 Cr. up to 10 Cr.	11,800/-	50,000/-

3.8.5 Bid received without the Empanelment Fee and Tender Fee shall be rejected outright as non-responsive. No further communications, in this regard, shall be entertained by BECIL. However, MSE Bidder shall be considered as per provisions of the relevant Act, on submission of valid MSE certificate.

3.8.6 The Empanelment Fee of the unsuccessful bidders will be returned within 30 days of completion of empanelment process by BECIL.

3.9 Amendments in EOI Document

BECIL reserves the right to amend or modify bidding documents for any reason by issue of addendum either on its own initiative or in response to a clarification request from the prospective bidders. BECIL shall notify the amendments in the official website of BECIL. It shall be the responsibility of prospective bidders to regularly visit the website for any amendment to the bidding documents until the last date of bid submission.

3.10 Terms & Conditions of Bid

3.10.1 The Bidder/Selected Agency/Vendor/Partner/empanelment shall be abide by all terms & conditions of Agreement/MoU signed by both parties, Statutory Law/legal binding prevailing on the date of submission of Bid and for complete period of empanelment or work order awarded to parties.

3.10.2 The bid submitted shall be unconditional, any terms and conditions of the Bidder will not be acceptable at any stage of bidding process.

3.10.3 Any terms and conditions of the Bidders mentioned in the Bid will not be considered as a part of their Bids and/or contract.

3.10.4 The Bidders' EOI proposal will be evaluated inter alia short-listed, based on their financial capabilities and past experience, by the Evaluation Committee, whose decision will be final and binding for all.

3.11 Deviations in Terms and Conditions of EOI

3.11.1 No deviations in the terms and conditions as laid out in the EOI will be accepted.

3.11.2 The Evaluation Committee overseeing the EOI reserves the right to waive minor irregularities.

3.11.3 Provided that a Technical Proposal is substantially responsive, BECIL may, at its discretion, request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify non-material non-conformities or omissions in the Technical Proposal related to documentation requirements. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

3.11.4 If there is a discrepancy between words and figures, the amount in words shall prevail.

3.11.5 If the Bidder does not accept the correction of errors, its Bid shall be disqualified and its Bid security may be forfeited.

3.12 Right to Publish

Throughout the duration of this bidding process and contract term, the Bidders must secure from BECIL, written approval prior to the release of any information that pertains to the potential work or activities covered by this EOI or the subsequent contracts. Failure to adhere to this requirement may result in disqualification of the Bid or termination of the contract.

3.13 Due diligence by Bidders

3.13.1 Each Bidder should conduct its own study in order to respond to this EOI document.

3.13.2 BECIL makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations on any claim the potential Bidder may make in case of failure to understand the requirement and respond to the EOI document.

3.14 Clarifications from Bidders

3.14.1 BECIL may at its sole discretion contact the Bidder for clarification of the response.

3.14.2 BECIL reserves the right to verify the credentials (including documents, declarations, self-certifications) provided by the Bidders by its own means and methods. In case BECIL receives feedback contrary to the responses of the Bidder or is not satisfied with compatibility of the experience with the required standards/expectations, BECIL reserves the right to form its own opinion and even reject the Bids and forfeit the EMPANELMENT FEE.

3.14.3 BECIL/Evaluation Committee may use other sources of information in evaluation of the proposal as required.

3.15 Collusive Proposal

3.15.1 Bidders and their employees, authorized representative, advisors and any other person associated with the Bidder in any manner, must not engage in any collusive proposal, anti-competitive conduct or any other similar conduct with any other Bidder or any other person in relation to the preparation or submission of Bid.

3.15.2 In addition to any other remedies available under any law or any contract, BECIL reserves the right, in its sole and absolute discretion, to reject any submission lodged by a Bidder that engaged in any collusive proposal, anti-competitive conduct or any other similar conduct with any other Bidder or any other person in relation to the preparation or lodging of proposals, and further the Security Deposit may be invoked.

3.16 Confidentiality

3.16.1 During Bidding Process

a) After the opening of Bids, information relating to the examination, clarification, evaluation and comparison of Bids, and recommendations concerning the award of contract shall not be disclosed to Bidders or other persons not officially concerned with such process.

b) Any effort by a Bidder to influence BECIL or others connected in the process of examination, clarification, evaluation and comparison of Bids, and in decisions concerning the award of Contract, may result in the rejection of his/her Bid.

c) No Bidder shall contact BECIL on any matter relating to its Bid, from the time of the opening of Bids to the time the contract is awarded. Any effort of the Bidder to

influence BECIL in its decision in respect of Bid evaluation, bid comparison or award of the contract shall result in the rejection of the Bid and forfeiture of the Bid security deposit. During the Bid preparation process, the Bidders will focus their inquiries and communications, if any, to only the authorized nodal officer of BECIL.

d) Canvassing in connection with the Expression of Interest/Request for Proposal is strictly prohibited. The submitted Bid of the Bidder who resorts to canvassing is liable to be rejected. The Bid containing uncalled remarks or any additional conditions are liable to be rejected.

e) The bidder shall treat all information, part of the bid, in confidence and will require all those who have access to such material to treat the same in confidence. The bidder may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the BECIL.

3.16.2 During Execution of Project

a) In the course of performing its functions and obligations under this Agreement, Bidder shall maintain strict secrecy, confidentiality and privacy in respect of the confidential records and information that has come to its possession or knowledge.

b) Bidder shall keep confidentiality of the details and information with regard to the Project, including beneficiary or project related data, systems, facilities, operations, management and maintenance of the systems.

c) It is agreed between BECIL or its nominated agency and Bidder that BECIL or its nominated agency has a right to prevent or prohibit Bidder at any time from disclosing any information and records to any person and Bidder shall abide by such decision except as required by any Statutory bodies or by due process of law.

d) Bidder agrees that it shall ensure that all its employees, agents/sub-contractor, service providers and any another related stakeholder are bound by non-disclosure agreements.

e) All Proprietary Information, documentation and correspondence exchanged between BECIL or its nominated agency and Bidder in relation to the Project and the performance of tasks by Bidder shall be treated as confidential and privileged by the parties and disclosed only to their respective officers, agents, representatives, professional advisors and members of Official Committees (if any, formed for the purpose) on a need-to-know basis. The above clause shall be applicable even in case of termination of contract by either party to contract.

f) Bidder shall treat all information and records provided to it or obtained otherwise by it in connection with the Project or its implementation as confidential and not use the

same wholly or partially for any purpose other than for discharging the obligations under this Agreement, without the prior written approval of BECIL or its nominated agency except as required by any Statutory bodies or by due process of law.

g) Information that is in the public domain shall not be considered as confidential information under this Agreement.

3.17 Taxes & Duties

3.17.1 Bidder shall be responsible for all statutory and regulatory compliance and for obtaining any permits, licenses or other statutory documents required by Government of India/ BECIL officials in connection with the supply of the Goods/Services.

3.17.2 As regards the GST, Income Tax, surcharge on Income Tax, Employee Provident Fund, Gratuity, Bonus, Maternity Leave and any other statutory approvals or taxes including tax deduction at source, the Bidder shall be responsible for such payment to the concerned authorities within the prescribed period.

3.17.3 All taxes including GST/Service Tax etc. during the contractual period shall be as per applicable rates.

3.17.4 Any change (increase/decrease) from time to time in the Tax Rates shall be applicable.

3.17.5 The Bidder shall be fully and solely responsible for the payment of all central, state and local taxes and contributions (including penalties and interest) imposed pursuant to income tax, GST as and when applicable, compliances as stated in this agreement or any other similar statute to the Govt. and to the employees and /or persons engaged and/or deputed by the bidder pursuant to this contract.

3.18 False or Misleading Claims

BECIL may in its absolute discretion exclude or reject any proposal that in the opinion of BECIL contains any false or misleading claims or statements. BECIL has no liability to any person or agency far excluding or rejecting any such proposal.

Section-4: Pre-Qualification Criteria and Technical Evaluation Sheet

4.2. The bidders are requested to carefully read the following Annexures and apply as follows:

a. The bidders have to select which of the following financial category they want to bid for getting empanelled, as per their eligibility:

- **Annexure-1A (For Project Value up to Rs. 02 Cr.)**
- **Annexure-1B (For Project Value above Rs. 02 Cr. up to Rs. 05 Cr.)**
- **Annexure-1C (For Project Value above Rs. 05 Cr. up to Rs. 10 Cr.)**

4.3. The bidders empanelled for higher Project Value, shall also be assumed eligible for participation in category of lower Project Value.

Section-5 Opening of Bids

BECIL would open the bids as per date and time specified in the EOI.

Section-6: Evaluation of Bids/Proposals

6.1 Bids/Proposals will be evaluated by a Committee constituted by BECIL or its designated representative(s), which is referred to herein as the Evaluation Committee (or "Committee").

6.2 Bid Evaluation Procedure

6.2.1 To establish the bidder's competency and capabilities, the evaluation of the bids will be done in three stages as mentioned below:

Stage-1

*Confirmation of Original Demand Draft for Tender Cost and EMPANELMENT FEE

Stage-2:

* Evaluation of Pre-Qualification Proposal to establish the Eligibility Claim.

Stage-3:

* Technical bid Evaluation (Marking)

On each of these parameters, the bidders would be required to meet the qualification/ evaluation criteria as detailed in preceding para's.

All the bids having Original Demand Draft for Tender Cost and Empanelment Fee would progress to the next level of evaluation i.e. Pre-Qualification Criteria

All those bids meeting the Pre-Qualification Criteria would progress to the next level i.e. Technical Bid Evaluation.

Post technical evaluations, only the technically qualified bids would progress to next level i.e. empanelment.

6.2.2 Stage-1 of Confirmation of Original Demand Draft for Tender Cost and EMPANELMENT FEE

- The Evaluation Committee would confirm availability of Original Demand Draft for Tender Cost and Empanelment Fee mentioned in Clause no. 3.8.4

- In case of MSEs, valid Certificate in the duly signed and stamped must be submitted, which will be verified by the Evaluation Committee on the MSE portal.

- In case of unavailability of Original Demand Draft for Tender Cost and Empanelment Fee or in case of invalidity of MSE Certificate, the bid shall be rejected and the bid will not be eligible for next stages of evaluation.

6.2.3 Stage-2 of Evaluation of Pre-Qualification Proposal

- At this stage Pre-Qualification Proposal would be considered.

- An Evaluation Committee would perform an initial review of the Pre-Qualification Proposals and the proposals shall be scrutinized for the responsiveness as set in the pre-qualification criteria, and for the completeness of required supporting documents as required to establish the Eligibility claim.
  The pre-qualification criteria are listed out in **Annexure 1A, Annexure 1B, Annexure 1C.**

6.2.4 Stage-3 of Evaluation of Technical Proposal

Technical Evaluation (Marking) of only eligible bidders would be carried out in the following manner:

a) **Technical Proposal:** The bidder's technical credentials will be evaluated as per the requirements specified in the EOI at **Annexure 1A, Annexure 1B, Annexure 1C.**

b) The Evaluation Committee may seek written clarifications from the bidders. The primary function of clarification in the evaluation process is to clarify ambiguities and uncertainties, if any, arising out of the evaluation of the bid documents.

c) Upon technical evaluation of each bid in line with (a) and (b) mentioned above, the Committee will assign marks out of a maximum of **100 marks** to each bid.

d) The Bidder(s) will be ranked in descending order according to their assigned marks. **All the bidders securing 70% or above marks, will be empanelled with BECIL. Also, a minimum of three vendors shall be empanelled in each category. In case only 2 (or less) vendors qualify for empanelment, the process will be cancelled/re-initiated.**

e) ***In case of tie between two or multiple bidders, preference will be given to the bidder who has more experience in the areas/scope of work as mentioned in the Clause 2.2 (Scope of Work) as well as who is financially more sound/capable.***

f) The bidder shall be engaged in the Electric Vehicle Charging Infrastructure (EVCI/EVCS) domain, including, but not limited to, the manufacture/supply, installation, commissioning, operation, maintenance and/or management of EV Charging Infrastructure. The bidder shall mandatorily submit a valid MSE/Udyam Registration Certificate indicating the relevant business activity and NIC Code(s).

g) The valid MSE/Udyam Registration Certificate submitted by the bidder shall be considered for extending such exemptions and relaxations to eligible MSEs.

Section-7: Empanelment of the Bidder

After finalization of selected Bidders, the empanelment will be done by following procedure:

7.1 Notification of Empanelment

- The successful bidders shortlisted by BECIL for empanelment, shall be notified by BECIL in writing or by fax or email, that their proposal has been accepted (hereinafter the "Letter of Intent"), prior to the expiration of the period of validity of the bids.

- The receipt of this letter shall be acknowledged by the successful bidders in writing and shall send their acceptance letter (hereinafter the "Letter of Acceptance") along with the required Security Deposit to enter into the MoU within twenty one (21) days from the receipt of the Letter of Intent.

- In case the successful bidder is unable to furnish the Security Deposit, BECIL may invite the other bidders in order of their ranking and so on, and Empanelment Fee submitted by such bidder be forfeited.

- Upon the successful furnishing of Security Deposit by the successful bidders, MoU signing process will take place. The successful bidders shall sign the MoU within seven (07) days of submission of Security Deposit to BECIL.

7.2 Security Deposit

7.2.1 The successful bidder shall submit Security Deposit in the form of Bank Guarantee as per **Annexure-15** with BECIL, within twenty-one (21) days of the date of receipt of Letter of Intent or prior to signing of the contract, whichever is earlier, from a nationalized/scheduled bank acceptable to BECIL payable on demand, for the due performance and fulfilment of the contract by the bidder.

7.2.2 The details of Security Deposit are as follows:

Annexure no.	Project Value	Security Deposit
Annexure-1A	Up to Rs. 02 Cr.	Rs. 1 Lakh
Annexure-1B	above Rs. 02 Cr. up to 05 Cr.	Rs. 2.5 Lakhs
Annexure-1C	above Rs. 05 Cr. up to 10 Cr.	Rs. 5 Lakhs

7.2.3 The validity of Security Deposit will be 2 years with additional claim period of 6 months, beyond the contract/MoU end date. In case of extension of the Contract/MoU, the validity period of Security Deposit will be extended by the vendor accordingly.

7.2.4 All incidental charges whatsoever such as premium, commission etc. with respect to the Security Deposit shall be borne by the bidder. The successful bidder shall ensure that the Performance Security Deposit is valid at all times during the Term of the contract (including any renewal) and for a period of 6 months beyond all the contractual obligations/ completion of contract period/ tenure of the appointment.

7.2.5 In the event of the bidder being unable to service the contract for whatever reason, BECIL will en-cash the Security Deposit. Notwithstanding and without prejudice to any rights whatsoever of BECIL under the contract in the matter, the proceeds of the Security Deposit shall be payable to BECIL as compensation for the bidder's failure to perform/comply with its obligations under the contract.

7.2.6 Before en-cashing the Security Deposit the vendor will be given an opportunity to represent before BECIL. The decision of BECIL on the representation given by the vendor shall be final and binding.

7.2.7 The Security Deposit is required to protect BECIL against the risk of selected bidder's conduct, which would warrant the forfeiture of Security Deposit.

7.2.8 The Security Deposit will be returned to the vendor post completion of the empanelment period/completion of all projects under the empanelment, whichever is later.

7.3 Signing of MoU and Contract

7.3.1 Once the BECIL notifies the successful bidder that its proposal has been accepted, pursuant to the bidder acknowledging the Letter of Intent (Lol), the successful bidder and BECIL shall sign an MoU with BECIL within seven (07) days of submission of Security Deposit.

7.3.2 This shall be subject to the furnishing of Security Deposit by the successful bidder as stated in clause above.

7.3.3 After signing of the MoU, no variation in or modification of the terms of the MoU shall be made except by written amendment signed by both parties.

7.4 Empanelment Period

7.4.1 Initially, the empanelment shall be for a period of Two (02) Years and extendable annually for a further period up to three (03) years, subject to satisfactory performance of the empanelled vendor. After the end of the empanelment period, BECIL reserves the right to either continue

with the existing vendor with either same or revised terms and conditions as mutually agreed by both parties. However, in case any project is under execution through the empanelled vendor, the project shall continue to be executed by the vendor till completion + Warranty Period (as applicable).

7.4.2 **Extension of Empanelment**

a. A Committee shall be constituted by BECIL to annually review/evaluate/re-assess vendors' performance during their empanelment period; based on the following criteria:
   - Timely response to the project related queries/RFP by the vendor.
   - Satisfactory completion of the projects awarded by BECIL.
   - Compliance of the terms & conditions of MoU signed with BECIL.
   - Current financial soundness/credit worthiness

b. Extension of the Empanelment Period, will be done at the discretion of BECIL, based on the Committee's report.

c. BECIL may decide to retain the vendor or delete/downgrade the vendor from the list of empanelled vendors based on the Committee's report.

7.5 Execution of projects post empanelment:

7.5.1 ***The empanelled vendor, who is declared L1 after price discovery through a separate RFP issued by BECIL, shall execute a separate Contract/Agreement with BECIL for specific project.***

7.5.2 ***It is to be noted that post completion of the empanelment of vendors, if any other vendor/agency, who is not empanelled with BECIL, brings any business opportunity (hereinafter referred to as 'Prospective Vendor'), which is in the interest of BECIL, then following steps shall be followed:***

i. The technical qualification of such Prospective Vendor will be evaluated based upon the minimum eligibility criteria.

ii. The RFP for selection of backend partner for a particular project, will also be forwarded to such Prospective Vendors in addition to Empanelled Vendors.

iii. If the agency is technically qualified, then it may also be empanelled with BECIL, if required/as deemed fit

7.5.3 For execution of any project of the client, all the terms & conditions of the project including Performance Guarantee/Security Deposit specified by the end-user/client will be applicable on a back to back basis to the empanelled vendor, who is awarded the project by BECIL, and the same will be defined in that separate contract/agreement to be signed with the vendor for specific project.

Section-8: General Terms & Conditions

8.1 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.

8.2 INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

8.3 LAND AND BORDER PROVISION

The Undertaking at **Annexure-10** shall be submitted by the Bidder in line with the guidelines issued vide the Office Memorandum, No. F. No. 6/18/2019 dated 23.07.2020, by the Department of Expenditure, Ministry of Finance, Govt. of India.

8.4 INDEMNITY

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

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

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

8.4.2 That BECIL shall have no liability whatsoever for any injury/death to the Bidder or its staff or personnel employed by the bidder caused or suffered during the performance of it's obligations hereunder.

8.5 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 EOI, 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.

8.6 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 tender or execution process of contract, which can affect the decision of BECIL directly or indirectly.

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

f) Obstruction of any investigation or auditing of a procurement process.

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

8.7 CONFLICT OF INTEREST

Any Bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as non-

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

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

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

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

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

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

f) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Details Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc.)of this Tender process; or has a close business or family relationship with a staff of the Procuring Organization who:

   (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or

   (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

8.8 UNDUE INFLUENCE

8.8.1 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.

8.8.2 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 BECI to cancel the contract and all or any other contracts with the Agency and recover from the Agency the amount of any loss arising from such cancellation, from the present or from any other contract with BECIL.

8.9 UNLAWFUL/UNETHICAL PRACTICES

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

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

8.9.3 If the 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

8.10 PENALTY FOR BREACH OF INTEGRITY, UNLAWFUL/UNETHICAL PRACTICES, AND UNDUE INFLUENCE

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

8.10.2 Cancellation/ termination of the Contract with the liberty to recover the accrued losses/damages from the Bidder (including imposition of penal damages) from the amounts due/payable to the vendor from any of the contracts being executed by the bidder/vendor.

8.10.3 Initiation of Arbitration /legal proceedings to recover losses or damages incurred by BECIL due to the violation of ethical practice or use of undue influence by the Agency.

8.11 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.

8.12 RISK AND COST CLAUSE

8.12.1 In case of persistent breach/default of the terms and conditions of the Contract and due to abnormal delay (beyond the maximum late delivery in the Liquidated damages clause) in supplies, defective supplies or non-fulfilment of any of the terms and conditions of the RFP and the Work Order, BECIL may cancel the contract/Work Order in full or part thereof, and

will procure supplies/equipment's or ensure the execution of work or any pending service in case of service contract from other willing vendor at the risk and cost of the Bidder.

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

a) 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.

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

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

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

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

8.13 PENALTIES

8.13.1 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.

8.13.2 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.

8.14 CONFIDENTIALITY

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

8.14.2 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.

8.15 RIGHT TO INSPECTION

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

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

8.16 TERMINATIONS

8.16.1 Termination of Contract by BECIL due to unsatisfactory performance

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

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

8.16.2 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;

8.16.3 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 upto an amount to be agreed upon by BECIL for due and faithful performance of the contract.

8.16.4 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.

8.17 POST TERMINATION RESPONSIBILITY

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

8.17.2 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.

8.17.3 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.

8.17.4 That in the event of termination under clause 17.1 and 17.2 the whole or part of the security deposit 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.

8.18 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:

Sh. Ved Prakash Gupta (Deputy General Manager)
Broadcast Engineering Consultants India Ltd,
C-56/ A-17, Sector-62, Noida-201307, U.P., India.
Email: evproject@becil.com

8.19 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.

8.20 AMENDMENT

Unless otherwise stated expressly, the Contract/MoU signed with the empanelled vendor(s) shall be modified only by an instrument in writing duly executed by both the parties.

8.21 ARBITRATION

8.21.1 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, one each nominated by each party i.e. the Bidder and BECIL respectively shall try to amicably resolve/settle the dispute.

8.21.2 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 losse(s) incurred by BECIL as a consequence of the invocation of the litigation/arbitration proceeding owing to the suspension or abandonment of work by the Bidder/Agency shall be reimbursed by the Bidder/Agency.

i) That if BECIL considers that a dispute under this contract, involves an issue that is related to a dispute under the main contract with end client, then in that event, the Bidder/Agency shall assist BECIL during the course of arbitration/legal proceedings emanating from the main contract. Then in that event of initiation of arbitration/legal proceeding, under the main contract, no dispute tied directly to the main contract shall be concurrently referred by the Bidder.

j) In the event of initiation of AMRCD proceedings between BECIL and the client, the decision / mutual settlement arrived at, on the conclusion of the proceeding between the parties, shall in turn become applicable on the selected agency/Bidder in all respects.

8.22 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.

8.23 Force Majeure

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

8.23.2 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.

8.23.3 In the case of failure to perform this Agreement due to any force majeure, neither party shall be liable for such failure, and this Agreement shall be terminated automatically, if the persistence of such force majeure event continues for more than three months. In the case of failure to perform any part of this Agreement due to any force majeure, the party suffering

from such force majeure may be exempted from corresponding liability to the extent of the impact of such force majeure. However, such party shall continue to perform other obligations under this Agreement which have not been affected by such force majeure.

8.24 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.

8.25 EXTENSION OF TIME

8.25.1 It is hereby agreed that BECIL shall by mutual agreement update and extend the timeline/ milestone for the completion of work after discussion with the Client and its officials.

8.25.2 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.

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

8.26 TRANSFER AND SUB-LETTING

Transfer and sub-letting is not allowed.

8.27 ASSIGNMENT

8.27.1 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.

8.27.2 Subject to clause mentioned above, the selected Agency shall not be permitted to assign its rights and obligations, under the Contract/ Agreement / work order, to any third party.

8.27.3 BECIL may assign or novate all or any part of the Contract/ Agreement / work order and the Agency shall be a party to such novation, to any third party contracted to provide outsourced services to BECIL or any of its nominees.

8.28 NON-EXCLUSIVE

It is agreed and certified that this Contract is on a non-exclusive basis and the parties are at liberty to enter into similar Contracts with others (Provided however, the system integrator shall ensure that it is entering into Contract, with other parties shall not in any way conflict with or affect the BECIL interests, rights, remedies under this Contract or in law).

8.29 PERSONNEL

8.29.1 The personnel assigned by the Bidder to perform the Services shall be the employees of the Bidder, and under no circumstances shall such personnel be considered employees of BECIL

or its nominated agencies. The Bidder shall be responsible for the supervision and control of its personnel and for payment obligations of such personnel's compensation, including salary, withholding of income taxes and social security taxes, workers compensation, employee and disability benefits and the like and shall be responsible and accountable for all obligations of an employer according to applicable laws, rules and regulations.

8.29.2 The Bidder shall use its best efforts to ensure that sufficient personnel are assigned to perform the Services and those personnel have appropriate qualifications, skills and experience to perform the Services. If BECIL requests that any personnel employed by the Bidder be replaced, the substitution of such personnel shall be accomplished as per the terms of this EOI and subsequent Contract/ WO

8.29.3 The selected Bidder shall be responsible for the performance of all its obligations under the Contract and shall be liable for compliance with all relevant labor acts and statutory legislations.

8.30 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, supra-national, foreign and international laws and regulations.

8.31 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.

8.32 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.

8.33 LIQUIDATED DAMAGES

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:

a) Recover from the Bidder 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 Client, whichever is higher (due to the failure of the Bidder to meet the contractual obligations)

b) 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.

c) 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 any of the contracts being executed with BECIL.

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

8.34 POWER OF ATTORNEY

Duly filled Technical Bid with proper seal and signature of authorized person on each page of the bid submitted. The person signing the bid should be the duly authorized representative of the firm/ company whose signature should be verified and certificate of authority should be submitted. The power of attorney or authorization or any other document consisting of adequate proof of the ability of the signatory to bind the firm/ company should be annexed to the bid.

Section-9: Special Terms & Conditions

9.1 Since the empanelled back-end Partners/Vendors/Associates will be an important stakeholder in the specific project, following are the responsibilities of the vendor:

(i) The empanelled vendor shall provide commercial and technical response within the timeline of the project (including technical capability, man-hours and other details).

(ii) The empanelled vendor shall keep BECIL updated on its product and service portfolio (i.e. any product/service is added/terminated/modified).

(iii) The empanelled vendor shall provide product demonstrations to BECIL or to the client/prospect, as required.

(iv) The empanelled vendor shall support BECIL in implementation of the project, as agreed in the RFP/Contract with the client.

(v) If required, the empanelled vendor shall execute the projects under Public-Private Partnerships (PPP) model/ Design-Build–own–operate–transfer (BOOT) model, as per the end User/Client requirement

(vi) The empanelled vendor shall abide by agreed terms and conditions for the complete period of empanelment.

(vii) The empanelled vendor will share leads for potential business opportunities for BECIL.

(viii) The empanelled vendor shall provide pre-sales support to BECIL in responding to specific RFPs/Tenders etc.

(ix) The empanelled vendor shall respond to each request for quotation raised by BECIL within stipulated time decided by BECIL.

In case the empanelled vendor fails to respond to BECIL's EOI/RFP **on 03 successive occasions**, BECIL may at its discretion cancel the empanelment of the vendor and forfeit the Empanelment fee and Security Deposit.

(x) The empanelled vendor will support BECIL in preparation of the tender response (Technical & Commercial).

(xi) Wherever required, the empanelled vendor shall provide MAF (Manufacturers Authorization) as per required format in the name of BECIL.

(xii) The empanelled vendor shall provide access to all available products with detail and with their prices/MRP. However, the empanelled vendor shall provide best price to BECIL at the time of tender/RFP submission.

(xiii) The empanelled vendor shall be responsible for all technical compliances, while participating in any tender/EOI/RFP/Project with BECIL.

(xiv) The empanelled vendor need to submit Empanelment Fee and/or Performance Security and/or Sign Integrity Pact on case to case basis or as a back to back arrangement and depending on the conditions of end customer project/RFP/Tender.

(xv) Various commercial agreements will be signed by BECIL for specific projects with specific Terms & Conditions as required with the empanelled vendor, after following due procedures of BECIL, as per the business needs and requirements of the end customer.

(xvi) Wherever required, specific purchase order will be issued and/or agreement will be signed with respective vendor for specific business opportunity (RFP/Tender/Bid). Terms & Conditions like LD, Penalty, Warranty, AMC, SLA, payment terms, etc. shall be finalized on case to case basis depending upon BECIL/End-Client requirement. All these terms & conditions of the client in the RFP/Work Order will be applicable on the empanelled vendor, on back to back basis.

(xvii) Divisibility, Purchase preference shall be as applicable on case to case basis.

9.2 Payment Terms

The payment terms will be strictly followed as per the payment milestone decided by the end-user/as decided by BECIL for respective projects.

9.3 MSE

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

9.3.2 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.

9.3.3 The bidder to give the undertaking as per **Annexure-9**, on a non-judicial stamp-paper of Rs. 100/-.

9.4 Sub-Contracting

9.4.1 The empanelled vendor shall not be permitted to appoint any delegate/sub-contractor for services under this EOI or under the projects to be executed, post empanelment of the vendor. However, *in exceptional cases, sub-contractors may be hired at local areas in view of cost saving measures, only with prior approval of BECIL.*

9.4.2 Further, the empanelled vendor shall not assign the work to any blacklisted/debarred entity directly or indirectly in any other manner and in case of violation; the contract is liable to be terminated along with forfeiture of Security Deposit, without prejudice to rights of BECIL to pursue any other legal/remedial/penal measures.

9.4.3 Also, the empanelled vendor will not outsource the work to other companies **without the prior consent of BECIL**. If it so happens then BECIL will take action, which will include: forfeiture of the security deposit (including the ones submitted for other work orders) and termination of the empanelment/Contract for default.

9.5 Decisions and Instructions

BECIL's decision shall be binding on the bidder/vendor, except where otherwise specifically stated. The Bidder/vendor shall carry out all instructions pertaining to the Contract/MoU/EOI/RFP and comply with the applicable laws**.**

9.6 Trademarks and Publicity

The bidder shall not use the trademarks of the other Party without the prior written consent of the other Party except that Bidder may, upon completion, use the Project as a reference for credential purpose.

9.7 Title and Risk

All risks, liabilities, and obligations to be performed as a part of the Scope of Work of the empanelled vendor shall be borne by the empanelled vendor. The empanelled vendor shall always ensure that the hardware, software, any other infrastructure used for performing the contract shall be free from any lien, charges or other claims, and they are to use only authorized software.

Annexure-1A

(For Project Value upto Rs. 02 Cr.)

S. No.	Basic Requirement	Minimum Pre-qualification Criteria	Technical Evaluation (Marking)
1	**Legal Entity**	The Bidder should be a legal entity i.e. Registered Company/Partnership Firm/ LLP/Subsidiary/Co-operative society registered in India for last one (01) years as on the date of publishing of this EOI. The bidder should produce Memorandum of Association (in case of registered Companies), Bye laws and certificates for registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm). (Exemption in minimum period of existence of the bidding entity to be given to valid MSEs & Start-up)	**Total Marks-10** Bidder Company's registration certificate / existence: • 01 to 02 Years – 5 Marks • 02 to 03 Years – 7 Marks • More than 03 Years – 10 Marks
2	**Turnover**	The bidder shall have an annual average turnover of minimum Rs. 0.34 Cr. from the service listed in clause 2.2.	**Total Marks – 10** Bidder Company's Annual Average Turnover: • 0.34 Cr – 01 Cr. -- 5 Marks • 01 Cr- 02 Cr – 7 Marks • More than 02 Cr – 10 Marks
3	**Paid – up Capital**	Bidder must have minimum of Rs. 01 lakh of paid-up capital	**Total Marks – 10** Paid – up capital of • 01 lakh To 02 lakh – 5 Marks • 2 lakh to 3 lakh – 7 Marks • More than 3 lakh – 10 Marks
4	**Net Worth**	Bidder must have the Positive Net worth of Rs. 01 lakh as on date of publishing this EOI.	**Total Marks-10** Net worth: • 01 lakh To 2 lakh – 5 Marks • 2 lakh to 5 lakh - 7 Marks • More than 5 lakh – 10 Marks

5	**Bank Solvency/ Credit facility**	The Bidders should have the latest Bank Solvency Certificate from any of the Nationalized Bank for Rs. 10 Lakhs.	**Total Marks – 10** **Latest Bank Solvency Certificate:** • 10 Lakhs to 15 lakhs - 5 Marks • 15 Lakhs to 25 lakhs.- 7 Marks • More than 25 lakhs - 10 Marks
6	**List of Existing EV Charging Stations Operated**	Bidder shall provide details of EV charging stations currently operated and managed by the company. Marks shall be awarded based on the number and operational experience of EV charging stations. (50% relaxation in minimum number of existing EVCS to be given to MSEs & Start-up)	**Total Marks-20** **EV Charging Stations:** • Up to 20 EV Charging Stations - 10 Marks • 20 - 40 EV Charging Stations- 15 Marks • More than 40 EV Charging Stations- 20 Marks
7	**Technical Employee Strength of the Bidder**	Present Technical Employee Strength on bidder's Payroll for respective categories as on bidding date should be minimum 10. (50% relaxation in minimum technical employee strength to be given to MSEs & Start-up)	**Total Marks – 15** Employee Strength: • Up to 10 employees– 5 Marks • 10 to 30 Employees – 10 Marks • More than 30 Employees – 15 Marks
8	**Central Management System (CMS)**	The Bidder shall mandatorily provide details of the Central Management System (CMS) used for monitoring, controlling, and managing EV charging stations under the project. (No relaxation in CMS capability to MSEs & Start-up)	**Total Marks – 15** Availability of a Central Management System for remote monitoring and control of chargers- 15 Marks
		TOTAL MARKS	**100**

Annexure-1B

(For Project Value above Rs. 02 Cr. upto 05 Cr.)

S. No.	Basic Requirement	Minimum Pre-qualification Criteria	Technical Evaluation (Marking)
1	**Legal Entity**	The Bidder should be a legal entity i.e. Registered Company/Partnership Firm/ LLP/Subsidiary/Co-operative society registered in India for last one (01) years as on the date of publishing of this EOI. The bidder should produce Memorandum of Association (in case of registered Companies), Bye laws and certificates for registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm). (Exemption in minimum period of existence of the bidding entity to be given to valid MSEs & Start-up)	**Total Marks-10** Bidder Company's existence • 01 to 02 Years – 5 Marks • 02 to 03 Years – 7 Marks • More than 03 Years – 10 Marks
2	**Turnover**	The bidder shall have an annual average turnover of minimum Rs. 0.84 Cr. from the service listed in clause 2.2.	**Total Marks – 10** Bidder Company's Annual Turnover: • 0.84 Cr – 2 Cr. -- 5 Marks • 02 Cr- 05 Cr – 7 Marks • More than 05 Cr – 10 Marks
3	**Paid – up Capital**	Bidder must have minimum of Rs. 01 lakh of paid-up capital	**Total Marks – 10** Paid – up capital of • 01 lakh To 02 lakh – 5 Marks • 2 lakh to 3 lakh – 7 Marks • More than 3 lakh – 10 Marks
4	**Net Worth**	Bidder must have the Positive Net worth of Rs. 2.5 lakh as on date of publishing this EOI.	**Total Marks-10** Net worth: • 2.5 lakh To 03 lakh – 5 Marks • 03 lakh to 5 lakh - 7 Marks

			• More than 5 lakh – 10 Marks
5	**Bank Solvency/ Credit facility**	The Bidders should have the latest Bank Solvency Certificate from any of the Nationalized Bank for Rs. 25 Lakhs.	**Total Marks – 10** **Latest Bank Solvency Certificate:** • 25 Lakhs to 35 lakhs - 5 Marks • 35 Lakhs to 45 lakhs.- 7 Marks • More than 45 lakhs - 10 Marks
6	**List of Existing EV Charging Stations Operated**	Bidder shall provide details of EV charging stations currently operated and managed by the company. Marks shall be awarded based on the number and operational experience of EV charging stations. (50% relaxation in minimum number of existing EVCS to be given to MSEs & Start-up)	**Total Marks-20** **EV Charging Stations:** • Up to 40 EV Charging Stations - 10 Marks • 40 - 80 EV Charging Stations- 15 Marks • More than 80 EV Charging Stations- 20 Marks
7	**Technical Employee Strength of the Bidder**	Present Technical Employee Strength on bidder's Payroll for respective categories as on bidding date should be minimum 20. (50% relaxation in minimum technical employee strength to be given to MSEs & Start-up)	**Total Marks – 15** **Employee Strength:** • Up to 20 employees– 5 Marks • 20 to 30 Employees – 10 Marks • More than 30 Employees – 15 Marks
8	**Central Management System (CMS)**	The Bidder shall mandatorily provide details of the Central Management System (CMS) used for monitoring, controlling, and managing EV charging stations under the project. (No relaxation in CMS capability to MSEs & Start-up)	**Total Marks – 15** Availability of a Central Management System for remote monitoring and control of chargers- 15 Marks
		TOTAL MARKS	**100**

Annexure-1C

(For Project Value above Rs. 5 Cr. up to 10 Cr.)

S. No.	Basic Requirement	Minimum Pre-qualification Criteria	Technical Evaluation (Marking)
1	**Legal Entity**	The Bidder should be a legal entity i.e. Registered Company/Partnership Firm/ LLP/Subsidiary/Co-operative society registered in India for last one (01) years as on the date of publishing of this EOI. The bidder should produce Memorandum of Association (in case of registered Companies), Bye laws and certificates for registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm).	**Total Marks-10** Bidder Company's existence • 01 to 02 Years – 5 Marks • 02 to 03 Years – 7 Marks • More than 03 Years – 10 Marks
2	**Turnover**	The bidder shall have an annual average turnover of minimum Rs. 1.67 Cr. from the service listed in clause 2.2.	**Total Marks – 10** Bidder Company's Annual Turnover: • 1.67 Cr – 3 Cr. - 5 Marks • 03 Cr- 05 Cr – 7 Marks • More than 05 Cr – 10 Marks
3	**Paid – up Capital**	Bidder must have minimum of Rs. 01 lakh of paid-up capital.	**Total Marks – 10** Paid – up capital of • 01 lakh To 02 lakh – 5 Marks • 2 lakh to 3 lakh – 7 Marks • More than 3 lakh – 10 Marks
4	**Net Worth**	Bidder must have the Positive Net worth of Rs. 5 lakh as on date of publishing this EOI.	**Total Marks-10** Net worth: • 5 lakh To 10 lakh – 5 Marks • 10 lakh to 15 lakh - 7 Marks • More than 15 lakh – 10 Marks

5	**Bank Solvency/ Credit facility**	The Bidders should have the latest Bank Solvency Certificate from any of the Nationalized Bank for Rs. 50 Lakhs.	**Total Marks – 10** **Latest Bank Solvency Certificate:** • 50 Lakhs to 60 lakhs - 5 Marks • 60 Lakhs to 75 lakhs.- 7 Marks • More than 75 lakhs - 10 Marks
6	**List of Existing EV Charging Stations Operated**	Bidder shall provide details of EV charging stations currently operated and managed by the company. Marks shall be awarded based on the number and operational experience of EV charging stations.	**Total Marks-20** **EV Charging Stations:** • Up to 50 EV Charging Stations - 10 Marks • 50 - 100 EV Charging Stations- 15 Marks • More than 100 EV Charging Stations- 20 Marks
7	**Technical Employee Strength of the Bidder**	Present Technical Employee Strength on bidder's Payroll for respective categories as on bidding date should be minimum 30.	**Total Marks – 15** **Employee Strength:** • Up to 30 employees– 5 Marks • 30 to 40 Employees – 10 Marks • More than 40 Employees – 15 Marks
8	**Central Management System (CMS)**	The Bidder shall mandatorily provide details of the Central Management System (CMS) used for monitoring, controlling, and managing EV charging stations under the project.	**Total Marks – 15** Availability of a Central Management System for remote monitoring and control of chargers- 15 Marks
		TOTAL MARKS	**100**

Annexure – 2

Check List

Following table is an indicative submission of checklist. The bidder has to ensure that the following components have been submitted. Failure to provide any of the documents as detailed below could lead to the disqualification of the bidder from the bid:

S. No.	Basic Requirement	Documents Required	Page No.
1.	Covering Letter	Annexure-3	
2.	Bid submission form	Annexure-4	
3.	Undertaking for non-Blacklisting	Undertaking on Notarized Affidavit on Non Judicial Stamp paper worth Rs 100 as per format in Annexure-5	
4.	Undertaking of correctness of the documents submitted	Undertaking on letterhead of the bidder as per format in Annexure-6	
5.	Details of the Offices across India	List of the Offices in India as per Annexure-7	
6.	Bidding Authorization/Power of Attorney	Power of Attorney on Non Judicial Stamp paper worth Rs 100/- as per format in Annexure-8	
7.	MSE Undertaking	Format of Undertaking as per Annexure- 9	
8.	Declaration for procurement from a Bidder of a country which shares a land border with India	Format on procurement from a Bidder of a country which shares a land border with India as per Annexure- 10	
9.	Non-Disclosure Agreement	Format of Non-Disclosure Agreement as per Annexure-11	
10.	MoU for empanelment	Draft MoU for empanelment to be signed and stamped on every page by bidder as per Annexure-12	
11.	Work Experience	Annexure-13-A and 13-B	
12.	Pan-India Execution of Assignments	Annexure-14	
13.	Performance Bank Guarantee	Annexure-15	
14.	Legal Entity registered in India as on the date of publishing of this EOI	Copy of Certificate of Incorporation/Registration under Companies Act, 1956/2013 and MOA / Bye laws and Certificates for Registration (in case of registered co-operative societies)/ Partnership deed (in case of partnership firm)/ GST Registration for Proprietorship	
15.	Company Credentials	Complete Profile of the firm along with the documentary evidence of work experience like Contract/MoUs/Work Orders/	

		Experience Certificates issued by the client.	
16.	Statutory Registrations: Goods and Service Tax Department, TAN PAN ESIC Registration EPFO Registration Labour Department Registration Shop Establishment	Valid Certificate for each of the registration along with the latest ESI/PF Challans for Last 3months and ITRs for last 2 years.	
17.	Turnover	Certificate from the Statutory Auditor/CA on Turnover details along with Audited & Certified Balance Sheet and Profit/Loss Account for the last 3 (Three) Financial Years (2022-23, 2023-24 and 2024-25)	
18.	Net Worth	Certificate from the Statutory Auditor/CA on net worth	
19.	Bank Solvency/ Credit facility	Solvency Certificate from any Nationalized Bank, not older than 6 months from the date of publishing of bid	
20.	Technical Employee Strength of Bidder/ Specialized Professionals	Certificate from CA firm/Statutory Auditor clearly stating the number of Technical employees on bidder's Payroll for respective scope of work, as on bidding date	

Yours Sincerely
(Signature of the Authorized Signatory)
Name of the Authorized Signatory:
Designation:
Date:
Seal:

Annexure - 3

Format of Covering Letter

[To be submitted on the letter-head of the bidder]

EOI No. BECIL/Centralized Empanelment/2026/6710/05 *Date:* _____

To
Sh. Ved Prakash Gupta (DGM)
Broadcast Engineering Consultants India Limited
C – 56, A/17, Sector – 62,
Noida – 201301 (Uttar Pradesh)

Subject: Submission of Technical Bid

Category Applied for:

Part	Category Code	Description of areas of empanelment	Tender fee (for each category) (in Rs.)	EMD fee (for each category) (in Rs.)

Dear Madam,

1. We, ***(name of the company/firm),*** have examined the Bid, the receipt of which is hereby duly acknowledged. We, hereby, offer to provide the professional services as required and outlined in the Bid Document for Centralized Empanelment of Back-end Partners/Vendors/Associates issued vide EOI No. BECIL/Centralized Empanelment/2026/6710/05 dated: 27 Oct 2026.

2. Primary & Secondary contact for our company/firm is as follows:

Details	Primary Contact	Secondary Contact
Name		
Title		
Address		
Phone		
Mobile		
Fax		
E-mail		

3. We attach hereto the response as required by the Bid, which constitutes our proposal.

4. We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to Bid Inviting Authority is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

5. We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short listing process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

6. We agree for unconditional acceptance of all the terms and conditions set out in the Bid document and also agree to abide by this Bid response for a period of 180 days from the date of bid submission. We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee bond as prescribed in this Bid.

7. We agree that you are not bound to accept any Bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the services specified in the EOI response.

8. It is hereby confirmed that I/We are entitled to act on behalf of our Company /Firm/Organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours Sincerely,

(Signature of the Authorized Signatory)
Name of the Authorized Signatory:
Designation:
Date:
Seal:

Annexure - 4

Bid Submission Form

[To be submitted on the letter-head of the bidder]

EOI No. BECIL/Centralized Empanelment/2026/6710/05 *Date:* _____

To
Ved Prakash Gupta (DGM)
Broadcast Engineering Consultants India Limited
C – 56, A/17, Sector – 62,
Noida – 201301 (Uttar Pradesh)

Dear Sir,

In response to the EOI No. BECIL/Centralized Empanelment/2026/6710/05, we hereby submit our offer herewith:

1. Bidder Name : _____

2. Website Address : _____

3. Email Id : _____

4. Address for Communication : _____

_____

5. Telephone Number :
_____

6. Fax/Telefax Number : _____

7. Authorized Person - Name :_____

Designation: _____

Mobile No.:_____

Email ID: _____

8. Alternate Person - Name :_____

Designation: _____

Mobile No.:_____

Email ID: _____

9. PAN Number : _____

10. GST Registration no. with address:

_____

_____

11. Beneficiary's complete Bank Details:

Bank Account No. : _____

IFSC / NEFT Code : _____

Name of the Bank : _____

Address of the Branch : _____

12. Particulars of Tender Fee:

Amount (in Rs.) :

_____

Demand Draft No. :

_____

Date :

_____

Name of the Bank :

_____

Address of the Bank :

_____

13. Particulars of EMD

Amount (in Rs.) :

_____

Demand Draft No. :

_____

Date :

_____

Name of the Bank :

_____

Address of the Bank :

_____

14. Turnover of the Bidder in last 3 years:-

Year	Total Turnover in Rs. (Lakh)	Turnover in Rs. (Lakh)from specific category mentioned in clause 2.2 of the EOI
2022-23		
2023-24		
2024-25		
Average Turnover		

15. Are you a MSE Unit. If yes, please furnish Registration Details along with category **(Micro/Small)** Name of the DIC/State:

_____

16. If you are MSE, is it owned by SC/ST Entrepreneurs and/or Women Entrepreneurs? If yes, please specify the Name of the owner who is SC or ST and/or Women Entrepreneur (as applicable).

_____

DECLARATION

1) I/We have read and understood the terms & conditions of the above-mentioned EOI and comply with all Terms & Conditions of the EOI.

2) I/We certify that the information mentioned above are true and correct to best of our knowledge.

Yours Sincerely,

(Signature of the Authorized Signatory)
Name of the Authorized Signatory:
Designation:

Annexure - 5

Format of Non – Blacklisting

[Notarized Affidavit on Non Judicial Stamp paper worth Rs 100/-]

EOI No. BECIL/Centralized Empanelment/2026/6710/05 *Date:* _____

To
Ved Prakash Gupta (DGM)
Broadcast Engineering Consultants India Limited
C – 56, A/17, Sector – 62,
Noida – 201301 (Uttar Pradesh)

Sub: Self Declaration/Undertaking of not been blacklisted

Dear Sir,

I / We undersigned, confirm that our company, ***(Name of the Bidder)***, is not debarred/ blacklisted in any manner whatsoever by any Union Govt./State Govt. /PSU in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices on date of submission of the above stated Bid.

Yours Sincerely,

(Signature of the Authorized Signatory)
Name of the Authorized Signatory:
Designation:

Date:
Seal:

Annexure–6

Undertaking for Correctness/Genuineness of the documents submitted
[To be submitted on the Letterhead of the Bidder]

EOI No. BECIL/Centralized Empanelment/2026/6710/05 Date: _____

To
Ved Prakash Gupta (DGM)
Broadcast Engineering Consultants India Limited
C – 56, A/17, Sector – 62,
Noida – 201301 (Uttar Pradesh)

Sub: Undertaking for Correctness/Genuineness of the documents submitted

Dear Sir,

I / We, ***(Name of the Bidder)***, declare that all the documents/certificates/information submitted by us against this EOI are genuine.

In case any of the documents/certificates/information submitted by us, is found to be false or forged, BECIL shall immediately reject our bid or cancel/terminate the contract and forfeit EMD/Bid security/Performance Security submitted by us and debar us from participation in future EOIs/tenders of BECIL.

Yours Sincerely,

(Signature of the Authorized Signatory)
Name of the Authorized Signatory:
Designation:

Date:
Seal:

Annexure - 7

Format of List of the Offices in India

[To be submitted on the letter-head of the bidder]

EOI No. BECIL/Centralized Empanelment/2026/6710/05 ***Date:*** _____

To
Ved Prakash Gupta (DGM)
Broadcast Engineering Consultants India Limited
C – 56, A/17, Sector – 62,
Noida – 201301 (Uttar Pradesh)

Sub: List of the Offices in India

Dear Sir,

Following table is an indicative submission of our Offices in India.

S. No.	Location (State)	Complete Address with Pin Code	Proof of Address like Rent/Lease agreement, utility bills/GST Registration
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Yours Sincerely,

(Signature of the Authorized Signatory)
Name of the Authorized Signatory:
Designation:

Date:
Seal:

Annexure - 8

Format of Power of Attorney

[Notarized on Non Judicial Stamp paper worth Rs 100/-]

Know all men by these presents, We ……. (***Name of the Bidder)***, ***(Address)……,*** do hereby constitute, appoint and authorize .....***(Name & Address of Attorney)*** who is presently employed with us and holding the position of **_____,** as our true and lawful Attorney to do in our name and our behalf all or any of the acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid in response to EOI No. BECIL/Centralized Empanelment/2026/6710/05 dated 27 Oct 2026 issued by BECIL 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.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us. All the terms used herein but not defined shall have the meaning ascribed to such terms under the Bid Document.

Signed by the within named

……

through the hand of

……

Duly authorized by the Board to issue such Power of Attorney Dated: …….

Accepted

……

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

…….(Signature of the executant)

(Name, designation and address of the executant)

……

Signature and stamp of Notary of the place of execution

Common seal has been affixed in my/our presence pursuant to Board of Director's Resolution dated……

WITNESS

(Signature)

Name ……. Designation.....

Annexure- 9

MSEs 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 agency / agencies for Supply of RFID Enabled Smart Card and Printing of Smart Card with hologram lanyard and PVC Card holder.
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

Date:
Seal:

Annexure- 10

Format on procurement from a Bidder of a country which shares a land border with India

[Notarized Affidavit on Non Judicial Stamp paper worth Rs 100/-]

EOI No. BECIL/Centralized Empanelment/2026/6710/05 *Date:* _____

To
Ved Prakash Gupta (DGM)
Broadcast Engineering Consultants India Limited
C – 56, A/17, Sector – 62,
Noida – 201301 (Uttar Pradesh)

Sub: Self-Declaration/Undertaking regarding sourcing products and services in the bid

Dear Sir,

1. I / We undersigned, confirm that I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India.

2. I/We certify that bidder M/s ***(name of the bidder)*** is not from such a country or if from such a country, has been registered with the Competent Authority.

3. I/We hereby certify that bidder ***M/s (Name of bidder)*** fulfills all the requirement in this regard and is eligible to be considered against this EOI. The bidder will not source those products & services whose beneficial owner is from such countries."

Yours Sincerely,

(Signature of the Authorized Signatory)
Name of the Authorized Signatory:
Designation:

Date:
Seal:

[Wherever applicable the bidder must submit evidence of valid registration by Competent Authority]

Annexure - 11

Format of Non-Disclosure Agreement

[To be submitted on the letter-head of the bidder]

WHEREAS, we the undersigned Bidder, _____, having our principal place of business/ registered office at _____, are desirous of bidding for Bid No. ---------- for ---------- (hereinafter called the said 'Bid) to the Tender Inviting Authority, hereinafter referred to as 'Purchaser' and,

WHEREAS, the Bidder is aware and confirms that the Purchaser's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Purchaser in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Purchaser,

NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the Purchaser's grant to the Bidder of specific access to Purchaser's confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions.

It is hereby agreed as under:

1. The confidential information to be disclosed by the Purchaser under this Agreement ("Confidential Information") shall include without limitation, any and all information in written, representational, electronic, verbal ("to be confirmed in writing within fifteen days of such verbal disclosure.) or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser.

2. Confidential Information does not include information which:

a. The Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
b. Information in the public domain as a matter of law;
c. Is obtained by the Bidder from a third party without any obligation of confidentiality;
d. The Bidder is required to disclose by order of a competent court or regulatory authority;
e. Is released from confidentiality with the written consent of the Purchaser.

The Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Bidder.

3. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Bidding process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:

a. To maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
b. To only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original;
c. To restrict access and disclosure of Confidential Information to their employees, agents, and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential
d. Information disclosed to them in accordance with this clause; and
e. To treat Confidential Information as confidential unless and until Purchaser expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.

4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Bidding process or thereafter may require the Bidder's personnel to be present on premises of the Purchaser or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation. Further, the Bidder shall procure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.

6. The Bidder agrees that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

7. Confidential Information shall at all times remain the sole and exclusive property of the

Purchaser. Upon completion of the Bidding process and/or termination of the contract or at any time during its currency, at the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Purchaser. Without prejudice to the above the Bidder shall promptly certify to the Purchaser, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.

8. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

For and on behalf of:
(BIDDER)

Authorised Signatory
Name:
Designation:
Office Seal:
Place:
Date :

Annexure-12

Memorandum of Understanding

by and between

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

And

Vendor Name
Address

For

Centralized Empanelment

Of

Electric Vehicle Charging System

TABLE OF CONTENTS

ARTICLE 1: PREAMBLE

ARTICLE 2: GENERAL

ARTICLE 3: PROJECT BACKGROUND AND SCOPE OF WORK

ARTICLE 4: PERIOD OF EMPANELMENT

ARTICLE 5: ROLES AND RESPONSIBILITIES

ARTICLE 6: GENERAL TERMS & CONDITIONS

ARTICLE 7: SPECIAL TERMS & CONDITIONS

Memorandum of Understanding

This Memorandum of Understanding is executed at Noida on this **……day of.....2025** ("**Effective Date**").

BETWEEN

Broadcast Engineering Consultants India Limited, a Mini Ratna Public Sector Enterprise of the Government of India having its Registered Office at 56-A/17, Block-C, Sector-62, Noida-201301 (U.P.) and Head Office at 14-B, IP Estate, Ring Road, New Delhi -110002 acting through Sh. Ved Prakash Gupta, DGM (hereinafter referred to as **"BECIL or First Party")** which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns.

AND

M/s _____Vendor Name registered under the _____, with its registered office at **Address** acting through **_____(hereinafter referred to as "empanelled vendor" or "Vendor Name")** which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns.

"BECIL" and "_____"are individually referred to as "Party" and collectively as "Parties".

ARTICLE 1: PREAMBLE

WHEREAS M/s Broadcast Engineering Consultants India Limited, is a Mini Ratna Central Public Sector Enterprise (CPSE), incorporated on 24th March, 1995 under the Companies Act, 2013 (erstwhile the Companies Act, 1956) by Government of India with 100% equity share capital of BECIL held by President of India through Secretary and Joint Secretary of Ministry of Information & Broadcasting.

WHEREAS BECIL published ***EOI No. BECIL/Centralized Empanelment/2026/6710/05***

dated 27 Oct 2026 (hereinafter referred as BECIL EOI) for centralized empanelment of Back- End Partners/ Vendors/Associates for _____.

AND WHEREAS (Vendor Name) submitted their offer and pursuant to the same, was selected by BECIL as Empanelled Back- End Partner/Vendor/Associate for following Category/ies:-

(write whichever is applicable:)

1. **For Project Value upto Rs. 10 Cr.**

Now, therefore, it is agreed between the Parties as under:

ARTICLE 2: GENERAL

2.1 Purpose/Objective:

2.1.1 The purpose and intent of this MoU is to undertake preliminary empanelment of M/s _____(name of vendor), who has been selected for empanelment with BECIL, through BECIL's EOI no. BECIL/Centralized Empanelment/2026/6710/05 dated 27 Oct 2026. As an empanelled partner of BECIL, M/s __(name of vendor) will be associated with BECIL to support/participate in various projects of end customers across industry in various fields.

2.1.2 The empanelment is non-exclusive and does not guarantee award of work. However, all offers/RFPs/EOIs for various projects to be undertaken by BECIL will be issued to the empanelled vendor in the respective areas/categories for which they are empanelled. Final selection for specific projects will be made through separate limited RFP (technical & financial) process based on the customer's requirement and eligibility criteria.

2.1.3 The Parties wish to work together with the understanding that BECIL shall act as (lead empanelled vendor) in opportunities pursued by BECIL, and partner _____for participating in BECIL Opportunities. The Empanelled Partner/Vendor/Associate shall provide backend support (technical, commercial, and execution) for such opportunities.

2.1.4 Through this MoU, BECIL aims to achieve its vision and mission by empaneling M/s _____to collaborate on various projects. The empanelment process is aimed at meeting the following:

iv. **Bidding and Proposal Preparation**: Partner will assist BECIL in preparing and participating in competitive bids for various projects, ensuring comprehensive and competitive offerings. BECIL may, if required, form a Joint Venture/Consortium with the empanelled partner, as per the requirement of the Tender/Project.

v. **Project Execution:** Partner, once selected for the particular project will jointly execute those projects with BECIL, (in the area in which they have been empanelled) which are awarded either through tender processes or on nomination basis.

2.1.5 All the terms and conditions of BECIL's EOI No. BECIL/Centralized Empanelment/2026/6710/05 dt 27 Oct 2026 shall be fully applicable for this MoU, and the EOI shall be deemed to be a part of this MoU.

ARTICLE 3: SCOPE OF WORK

3.1 Scope of Work:

3.1.1. Site Survey & Feasibility

- Site assessment, load availability, electrical infrastructure, space and connectivity assessment.
- Identification of statutory approvals and site-specific requirements.

3.1.2. Design & Engineering

- Preparation of electrical/civil designs, layouts, load calculations.

3.1.3. **Supply of EV Charging Equipment**

- Supply of AC/DC EV chargers, connectors, cables, panels, meters, protection equipment, communication equipment and other associated items.

3.1.4. **Civil & Electrical Infrastructure**

- Foundation, trenching, cabling, earthing, panels, transformer/DISCOM works, parking bays, canopy, bollards, signage and allied works.

3.1.5. **Installation & Commissioning**

- Transportation, installation, testing, integration and commissioning of complete EV Charging Stations.

3.1.6. **CMS/Software & Payment Integration**

- Integration with Charging Management System (CMS), mobile/web applications, payment gateways, remote monitoring and APIs, wherever required.

3.1.7. **Statutory & Regulatory Compliance**

- Coordination/assistance for DISCOM, electrical inspector, fire, local authority and other statutory approvals.

3.1.8. **Operation & Maintenance**

- Comprehensive O&M, preventive/corrective maintenance, breakdown support, remote monitoring, spare management and restoration of chargers.

3.1.9. **Warranty & After-Sales Support**

- Warranty support, repair/replacement of defective components, firmware/software updates and technical assistance.

3.1.10. **SLA & Performance Management**

- Compliance with prescribed uptime, response time, resolution time and other service-level requirements, including applicable penalties/service credits.

3.1.11. **Safety & Security**

- Electrical, fire and occupational safety, emergency shutdown, protection systems, safety signage and safe working practices.

3.1.12. **Data & Asset Management**

- Secure data management, system access control, backups, asset tagging, geo-tagging and maintenance records.

3.1.13. **MIS & Monitoring**

- Dashboard, charger-wise status, uptime, energy consumption, utilization, transactions, faults, maintenance and SLA reports.

3.1.14. **Training & Documentation**

- Training of BECIL/client personnel and submission of drawings, manuals, test reports, certificates, warranty documents and as-built documentation.

3.1.15. **DISCOM & Statuary Management**

- Dedicated project manager/SPOC, project scheduling, coordination with BECIL/client/OEM /DISCOM and timely execution.

3.1.16. **EV Charger Relocation/Up-gradation**

- Relocation, redeployment, capacity enhancement, refurbishment and technological up-gradation of existing EV chargers, wherever required.

3.1.17. **Future Scalability & Integration**

- Provision for smart charging, renewable energy/solar integration (if applicable), battery storage, load management and other emerging EV technologies.

3.1.18. **End-to-End Responsibility**

- Complete responsibility for making the EV Charging System supplied, installed, integrated, commissioned and operational, in accordance with the applicable Work Order, specifications, SLA and statutory requirements.
-

3.2 The scope of work is indicative and not limited to the points mentioned above.

ARTICLE 4: PERIOD OF EMPANELMENT

4.1 Empanelment Period

4.1.1 Initially, the empanelment shall be for a period of Two (02) Years, extendable annually for a total period of three (03) years, subject to satisfactory performance of the empanelled vendor.

4.1.2 After the end of the empanelment period, BECIL reserves the right to either continue with the existing vendor with either same or revised terms and conditions as mutually agreed by both parties. However, in case any project is under execution through the empanelled vendor, the project shall continue to be executed by the vendor till completion + Warranty Period (as applicable).

4.1.3 Extension of Empanelment

d. A Committee may be constituted by BECIL to annually review/evaluate/re-assess vendors' performance during their empanelment period; based on the following criteria:

- Timely response to the project related queries/RFP by the vendor.
- Satisfactory completion of the projects awarded by BECIL.
- Compliance of the terms & conditions of MoU signed with BECIL.
- Current financial soundness/credit worthiness

e. Extension of the Empanelment Period, will be done at the discretion of BECIL, based on the Committee's report.

f. BECIL may decide to retain the vendor or delete/downgrade the vendor from the list of empanelled vendors based on the Committee's report on the firm's performance during the preceding period.

ARTICLE 5: ROLES AND RESPONSIBILITIES

5.1 Deliverables

The empanelled vendor shall deliver following services to BECIL:

- Assisting BECIL in preparing and participating in competitive bids for various projects
- Ensuring comprehensive and competitive offerings during submission of bids
- Entering into a Joint Venture/Consortium with BECIL, as per the requirement of the Tender/Project.
- Execute the projects in a professional & timely manner under the PMC services of BECIL.
- Execute the projects under Public-Private Partnerships (PPP) model/ Design-Build–Own–Operate–Transfer (BOOT) model, as per the end User/Client requirement
- Associate with BECIL to garner business opportunities from end customers across industry in various fields
- Giving exclusive rights to BECIL for their products/services (in case of OEMs/Distributors/System Integrators)

5.2 Office Setup

The empanelled vendor shall set up the office along with infrastructure and personnel across the Country on its own expenditure, at the places where projects are being executed.

5.3 Responsibilities of the Empanelled Vendor

Since the empanelled vendor will be an important stakeholder in the specific project, following are the responsibilities of the vendor:

(xviii) The empanelled vendor shall provide commercial and technical response within the timeline of the project (including technical capability, man-hours and other details).

(xix) The empanelled vendor shall keep BECIL updated on its product and service portfolio (i.e. any product/service is added/terminated/modified).

(xx) The empanelled vendor shall provide product demonstrations to BECIL or to the client/prospect, as required.

(xxi) The empanelled vendor shall support BECIL in implementation of the project, as agreed in the RFP/MoU with the client.

(xxii) If required, the empanelled vendor shall execute the projects under Public-Private Partnerships (PPP) model/ Design-Build–own–operate–transfer (BOOT) model, as per the end User/Client requirement

(xxiii) The empanelled vendor shall abide by agreed terms and conditions for the complete period of empanelment.

(xxiv) The empanelled vendor will share leads for potential business opportunities for BECIL.

(xxv) The empanelled vendor shall provide pre-sales support to BECIL in responding to specific RFPs/Tenders etc.

(xxvi) The empanelled vendor shall respond to each request for quotation raised by BECIL within stipulated time decided by BECIL.

In case the empanelled vendor fails to respond to BECIL's EOI/RFP **on 03 successive occasions**, BECIL may at its discretion cancel the empanelment of the vendor and forfeit the Empanelment fee and Security Deposit.

(xxvii) The empanelled vendor will support BECIL in preparation of the tender response (Technical & Commercial).

(xxviii) Wherever required, the empanelled vendor shall provide MAF (Manufacturers Authorization) as per required format in the name of BECIL.

(xxix) The empanelled vendor shall provide access to all available products with detail and with their prices/MRP. However, the empanelled vendor shall provide best price to BECIL at the time of tender/RFP submission.

(xxx) The empanelled vendor shall be responsible for all technical compliances, while participating in any tender/EOI/RFP/Project with BECIL.

(xxxi) The empanelled vendor need to submit Empanelment Fee and/or Performance Security and/or Sign Integrity Pact on case to case basis or as a back to back arrangement and depending on the conditions of end customer project/RFP/Tender.

(xxxii) Various commercial agreements will be signed by BECIL for specific projects with specific Terms & Conditions as required with the empanelled vendor, after following due procedures of BECIL, as per the business needs and requirements of the end customer.

(xxxiii) Wherever required, specific purchase order will be issued and/or agreement will be signed with respective vendor for specific business opportunity (RFP/Tender/Bid). Terms & Conditions like LD, Penalty, Warranty, AMC, SLA, payment terms, etc. shall be finalized on case to case basis depending upon BECIL/End-Client requirement. All these terms & conditions of the client in the RFP/Work Order will be applicable on the empanelled vendor, on back to back basis.

(xxxiv) Divisibility, Purchase preference shall be as applicable on case to case basis.

ARTICLE 6: GENERAL TERMS & CONDITIONS

6.1 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 empanelled vendor and BECIL.

6.2 INTELLECTUAL PROPERTY RIGHTS

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

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

6.2.3 The empanelled vendor shall not incorporate any materials, technology or any item or thing that involves the use of intellectual property rights or proprietary rights that the empanelled vendor 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.

6.2.4 The Empanelled vendor 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 MoU. If license agreements are necessary or appropriate between the Empanelled vendor and third parties for purposes of enabling, enforcing or implementing the provisions hereinabove, the Empanelled vendor shall be under an obligation to enter into such agreements at its own sole cost, expense and risk.

6.3 LAND AND BORDER PROVISION

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

6.4 INDEMNITY

The Empanelled vendor 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:

c) Any Compensation/ claim or proceeding by any third party against BECIL arising out of any act, deed or omission by the Empanelled vendor;

d) Any breach by the Empanelled vendor of any of its obligations under this MoU or from any negligence under the MoU, including any errors or deficiencies in the performance its scope of work.

e) That BECIL shall have no liability whatsoever for any injury/death to the Empanelled

vendor or its staff or personnel employed by the empanelled vendor caused or suffered during the performance of it's obligations hereunder.

6.5 SIGNING OF NON-DISCLOSURE AGREEMENT

Except with the written consent of the Buyer, the empanelled vendor shall not disclose the MoU or any provision, specification, plan, design, pattern, sample or information thereof to any third party. Empanelled vendors shall have to sign a Non-Disclosure Agreement with BECIL on a non-judicial stamp-paper of Rs. 100. Without undertaking for compliance to above, the empanelment shall not be considered by BECIL.

6.6 CODE OF INTEGRITY

6.6.1 No official of BECIL or the Empanelled vendor shall act in contravention of the codes which includes Prohibition of:

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

i) 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.

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

k) Any financial or business transactions between the Empanelled vendor and any official of BECIL related to tender or execution process of MoU, which can affect the decision of BECIL directly or indirectly.

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

m) Obstruction of any investigation or auditing of a procurement process.

n) Making false declaration or providing false information for participation in a tender Process or to secure a MoU.

6.6.2 The empanelled vendor shall sign Integrity Pact as part of the MoU.

6.7 CONFLICT OF INTEREST

Any Empanelled vendor having a conflict of interest, which substantially affects fair competition, shall not be eligible for empanelment. Empanelment found to have a conflict of interest shall be rejected as non-responsive. Empanelled vendor shall be required to declare the absence of such conflict of interest in Form Declarations. An empanelled vendor in this Tender Process shall be considered to have a conflict of interest if the empanelled vendor:

g) Directly or indirectly controls, is controlled by or is under common control with another Empanelled vendor; or

h) Receives or have received any direct or indirect subsidy/ financial stake from another Empanelled vendor; or

i) Has the same legal representative/ agent as another Empanelled vendor 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

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

k) Participates in more than one bid in this tender process. Participation in any capacity by an empanelled vendor (including the participation of an empanelled vendor 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-empanelled vendor firm as a sub-contractor in more than one bid; or

l) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Details Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc.)of this Tender process; or has a close business or family relationship with a staff of the Procuring Organization who:

(iii) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or

(iv) would be involved in the implementation or supervision of resulting MoU unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the MoU.

6.8 UNDUE INFLUENCE

6.8.1 The Agency/Empanelled vendor 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 MoUs or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present MoU or any other MoU with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present MoU or any other MoU with the Government of India.

6.8.2 Any breach of the aforesaid undertaking by the Agency/Empanelled vendor 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 BECI to cancel the MoU and all or any other MoUs with the Agency and recover from the Agency the amount of any loss arising from such cancellation, from the present or from any other MoU with BECIL.

6.9 UNLAWFUL/UNETHICAL PRACTICES

6.9.1 If the Empanelled vendor has engaged in corrupt, fraudulent, collusive and coercive practices or defaulted commitments under integrity.

6.9.2 Any intentional omission or misrepresentation in the documents submitted by the

Empanelled vendor for the purpose of due diligence or for the execution of any act essential for the execution of the Project.

6.9.3 If the Empanelled vendor 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 MoU

6.10 PENALTY FOR BREACH OF INTEGRITY, UNLAWFUL/UNETHICAL PRACTICES, AND UNDUE INFLUENCE

i) Forfeiture of Bank guarantee or any other bond or bid security submitted by the Empanelled vendor.

ii) Cancellation/ termination of the MoU with the liberty to recover the accrued losses/damages from the Empanelled vendor (including imposition of penal damages) from the amounts due/payable to the vendor from any of the MoUs being executed by the empanelled vendor/vendor.

iii) 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.

6.11 BLACKLISTING/ DEBARMENT

The Empanelled vendor shall be debarred/blacklisted from bidding for the MoU/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.

6.12 RISK AND COST CLAUSE

i) In case of persistent breach/default of the terms and conditions of the MoU and due to abnormal delay (beyond the maximum late delivery in the Liquidated damages clause) in supplies, defective supplies or non-fulfilment of any of the terms and conditions of the RFP and the Work Order, BECIL may cancel the MoU/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 MoU from other willing vendor at the risk and cost of the Empanelled vendor.

ii) Risk & Cost Clause, in line with Conditions of MoU may be invoked in any of the following cases:

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

b. Withdrawal from or abandonment of the work by Empanelled vendor before completion of the work as per MoU.

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

d. Termination of MoU on account of any other reason (s) attributable to Agency/ Empanelled vendor

e. Assignment, transfer, subletting of MoU by the Agency/Empanelled vendor without

BECIL's written permission resulting in termination of MoU or part thereof by BECIL.

6.13 PENALTIES

i. 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 Empanelled vendor.

ii. The Empanelled vendor 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.

6.14 CONFIDENTIALITY

1. The Empanelled vendor 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.

2. The Empanelled vendor recognizes, accepts and agrees that all tangible and intangible information obtained or disclosed to the Empanelled vendor'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 Empanelled vendor's and/or its facility staff may be privy under or pursuant to this MoU and/or in the course of performance of the Empanelled vendor 's obligations under this MoU shall be treated, as absolutely confidential and the Empanelled vendor 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 Empanelled vendor's obligations hereunder except when required to disclose under the due process and authority of law.

6.15 RIGHT TO INSPECTION

i. 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 Empanelled vendor'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 Empanelled vendor to the BECIL and its Client. The BECIL has a right to review and monitor the security practices and control procedures adopted by the Empanelled vendor. The Empanelled vendor 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.

ii. That BECIL shall have the right to review and monitor the performance of the Empanelled vendors on a continuous basis. The 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.

6.16 TERMINATIONS

6.16.1 Termination of MoU by BECIL due to unsatisfactory performance

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

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

6.16.2 Termination due to Breach

i. BECIL may, without prejudice to any other remedy available for the breach of MoU, may terminate the MoU 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/ Empanelled vendor, and the MoUs shall be deemed terminated after the end of the period of fifteen days from the date of notice of termination.

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

a. If the Empanelled vendor has abandoned or repudiated the MoU;
b. If the Empanelled vendor has without valid reason failed to commence work on the project promptly;
c. If the Empanelled vendor has persistently failed to execute the works/express deliverable in accordance with the MoU or persistently neglects to carry out its obligations under the MoU without just cause;
d. If the Empanelled vendor defaults in proceeding with the works/job with due diligence and continues to do so after a notice in writing of fifteen (15) days from BECIL;
e. If the Empanelled vendor has obtained the MoU as a result of undue of influence or adopted unethical means/ corrupt practices.
f. if the information submitted/furnished by the Empanelled vendor is found to be incorrect;

6.16.3 Termination due to Insolvency

i. If the Agency/Empanelled vendor 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 :-

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

6.16.4 Termination for Convenience

BECIL can terminate the MoU by serving a 30 day notice without assigning any cause or reason to the empanelled vendor. The MoU shall be deemed terminated after a period of 30 days from the date of termination notice.

6.17 POST TERMINATION RESPONSIBILITY

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

6.17.2 That any pending bills raised by the Empanelled vendor, prior to or post the termination of the MoU on account of the breach of the terms and conditions of the MoU, 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 Empanelled vendor respectively.

6.17.3 The Empanelled vendor 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.

6.17.4 That in the event of termination under clause 17.1 and 17.2 the whole or part of the security deposit furnished by the Agency/Empanelled vendor is liable to be forfeited without prejudice to the right of BECIL to recover from the Agency/Empanelled vendor any accruing or incurred losses or damages, on account of termination of MoU due to unsatisfactory performance/ delay in execution of work.

6.18 NOTICES

Any notice, invoice, approval, advice, report or notification in connection with this MoU 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 Empanelled vendor 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:

Ved Prakash Gupta, DGM
Broadcast Engineering Consultants India Ltd,
C-56/ A-17, Sector-62, Noida-201307, U.P., India.
Email: evproject@becil.com

6.19 NO WAIVER

No waiver of any term, provision, or condition of this MoU, 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 MoU, unless the same is agreed upon and recorded in writing with mutual consensus of both the parties.

6.20 AMENDMENT

Unless otherwise stated expressly, the MoU/MoU signed with the empanelled vendor(s) shall be modified only by an instrument in writing duly executed by both the parties.

6.21 ARBITRATION

6.21.1 Conciliation of Dispute

c. Any dispute(s) /difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this MoU 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.

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

6.21.2 Reference of Dispute to Arbitration proceeding post conciliation

k) 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 MoU, 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.

l) 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.

m) 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,

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

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

p) 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.

q) 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 MoU.

r) That any claim of damage(s) or losse(s) incurred by BECIL as a consequence of the invocation of the litigation/arbitration proceeding owing to the suspension or abandonment of work by the Empanelled vendor/Agency shall be reimbursed by the Empanelled vendor/Agency.

s) In the event of initiation of AMRCD proceedings between BECIL and the client, the decision / mutual settlement arrived at, on the conclusion of the proceeding between the parties, shall in turn become applicable on the selected agency/Empanelled vendor in all respects.

6.22 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 MoU.

6.23 FORCE MAJEURE

For the purpose of this MoU, 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.

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.

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

6.24 SUB-CONTRACTING

The Empanelled vendor shall not subcontract the entire or any portion of the work to be performed by it, without the prior written consent of BECIL.

6.25 EXTENSION OF TIME

6.25.1 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.

6.25.2 Any period within which Empanelled vendor 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 Empanelled vendor was unable to perform such action.

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

6.26 TRANSFER AND SUB-LETTING

Transfer and sub-letting is not allowed.

6.27 ASSIGNMENT

6.27.1 All terms and provisions of this EOI and subsequent MoU/ Agreement / work order with the successful Empanelled vendor shall be binding on both the parties and their respective successors and permitted assigns.

6.27.2 Subject to clause mentioned above, the selected Agency shall not be permitted to assign its rights and obligations, under the MoU/ Agreement / work order, to any third party.

6.27.3 BECIL may assign or novate all or any part of the MoU/ Agreement / work order and the Agency shall be a party to such novation, to any third party MoUed to provide outsourced services to BECIL or any of its nominees.

6.28 NON-EXCLUSIVE

It is agreed and certified that this MoU is on a non-exclusive basis and the parties are at liberty to enter into similar MoUs with others (Provided however, the system integrator shall ensure that it is entering into MoU, with other parties shall not in any way conflict with or affect the BECIL interests, rights, remedies under this MoU or in law).

6.29 PERSONNEL

i. The personnel assigned by the Empanelled vendor to perform the Services shall be the employees of the Empanelled vendor, and under no circumstances shall such personnel be considered employees of BECIL or its nominated agencies. The Empanelled vendor shall be responsible for the supervision and control of its personnel and for payment obligations of such personnel's compensation, including salary, withholding of income taxes and social security taxes, workers compensation, employee and disability benefits and the like and shall be responsible and accountable for all obligations of an employer according to applicable laws, rules and regulations.

ii. The empanelled vendor shall use its best efforts to ensure that sufficient personnel are assigned to perform the Services and those personnel have appropriate qualifications, skills and experience to perform the Services. If BECIL requests that any personnel employed by the Empanelled vendor be replaced, the substitution of such personnel shall be accomplished as per the terms of this EOI and subsequent MoU/ WO

iii. The empanelled vendor shall be responsible for the performance of all its obligations under the MoU and shall be liable for compliance with all relevant labor acts and statutory legislations.

6.30 COMPLIANCE WITH APPLICABLE LAW

Each Party to the MoU/ 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 MoU are subject to their respective compliance with all local, state, national, supra-national, foreign and international laws and regulations.

6.31 SEVERABILITY

If any provision of the MoU/ 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 MoU/ 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.

6.32 ENTIRE MOU

The MoU/ 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 Empanelled vendor's offer including presentation and all supporting documents shall constitute the entire MoU/ 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.

6.33 LIQUIDATED DAMAGES

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

f) Recover from the Empanelled vendor 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 Client, whichever is higher (due to the failure of the Empanelled vendor to meet the contractual obligations)

g) 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.

h) 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 Empanelled vendor which has become due or payable (which shall also include BECIL's right to claim such amount against Empanelled vendor's Bank Guarantee) from any of the Contracts being executed with BECIL.

i) Any such recovery of Liquidated Damages shall not in any way relieve the Empanelled vendor from any of its obligations to complete the works or from any other of its other obligation and liabilities under the MoU.

ARTICLE 7: SPECIAL TERMS & CONDITIONS

7.1 Payment Terms

The payment terms will be strictly followed as per the payment milestone decided by the end-user/as decided by BECIL for respective projects.

7.2 MSE

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

b) Since the payment is agreed to be on back-to-back basis upon receipt by BECIL from the Client, the Empanelled vendor 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 Empanelled vendor Agreement. The Empanelled vendor 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.

c) The empanelled vendor to give the undertaking as per Annexure-9, on a non-judicial stamp-paper of Rs. 100/-.

7.3 Sub-Contracting

a) The empanelled vendor shall not be permitted to appoint any delegate/sub-contractor for services under this EOI or under the projects to be executed, post empanelment of the vendor. However, in exceptional cases, sub-Contractor may be hired at local areas in view of cost saving measures, only with prior approval of BECIL.

b) Further, the empanelled vendor shall not assign the work to any blacklisted/debarred entity directly or indirectly in any other manner and in case of violation; the MoU is liable to be terminated along with forfeiture of Security Deposit, without prejudice to rights of BECIL to pursue any other legal/remedial/penal measures.

c) Also, the empanelled vendor will not outsource the work to other companies without the prior consent of BECIL. If it so happens then BECIL will take action, which will include: forfeiture of the security deposit (including the ones submitted for other work orders) and termination of the empanelment/MoU for default.

7.4 Decisions and Instructions

BECIL's decision shall be binding on the empanelled vendor/vendor, except where otherwise specifically stated. The Empanelled vendor/vendor shall carry out all instructions pertaining to the MoU/MoU/EOI/RFP and comply with the applicable laws.

7.5 Trademarks and Publicity

The empanelled vendor shall not use the trademarks of the other Party without the prior written consent of the other Party except that Empanelled vendor may, upon completion, use the Project as a reference for credential purpose.

7.6 Title and Risk

All risks, liabilities, and obligations to be performed as a part of the Scope of Work of the empanelled vendor shall be borne by the empanelled vendor. The empanelled vendor shall always ensure that the hardware, software, any other infrastructure used for performing the MoU shall be free from any lien, charges or other claims, and they are to use only authorized software.

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

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

For and on behalf of Broadcast Engineering Consultants India Limited (BECIL)	**For and on behalf of M/s [Vendor Name]**
Signature:	Signature:
_____	_____

Name: _____

Designation: _____

Date: _____

Name: _____

Designation: _____

Date: _____

Annexure-13-A

Experience of Execution of Projects

Sl. No.	Name of the Client	Name of Work/ Description of Work executed	Value of Contract	Relevant Financial year	Awarded Date	End Date	Proof of Documents (work order/agreement/completion certificate)	Page No.

NOTE: (Please note that for the purpose of eligibility criteria and marking, the work experience of the bidder will be taken into account for only those projects for which the certificate in Annexure-13-B has been submitted along with bid. In absence of Certificate, the work experience shall not be counted.)

Annexure-13-B

EXPERIENCE/COMPLETION/ONGOING WORK CERTIFICATE

(Please note that for the purpose of eligibility criteria and marking, the work experience of the bidder will be taken into account for only those projects for which the certificate in Annexure-13-B has been submitted along with bid. In absence of Certificate, the work experience shall not be counted.)

Name of Work: The work of…… (Full name of the work) …….. –"has been Completed/ongoing with following details

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

Note: Kindly indicate that whether payment made was/is inclusive/exclusive of GST/Service Tax component. Incase no information is provided on Service Tax/GSTax in uploaded certificate, then final payment received under the work will be considered including the portion of 18.00% on account of GST for evaluation purpose.

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

Date of issue of certificate [ ]

Annexure-14

Pan-India Execution of Assignments

Sl. No.	Category Code of Scope of Work (clause 2.2 of EOI)	Name of the Client	Name of Work/ Description of Work executed	Value of Contract	Relevant Financial year	District and State of the Project executed	Proof of Documents (work order/agreement /completion certificate)	Page No.

Annexure-15

PERFORMANCE BANK GUARANTEE

M/s Broadcast Engineering	B.G. NO.	:
Consultants India Limited,	DATE OF ISSUE	:
14-B, I.P.Estate, Ring Road,	VALIDITY	:
New Delhi	AMOUNT	:

Against order No. …….. Dated …… for …… (Value Rs…) (hereinafter called as the said contract) entered into between the Broadcast Engineering Consultants India Limited having its head office at 14-B, I.P.Estate, Ring Road, New Delhi 110 002 and Corporate Office at C-56/A-17, Sector-62, Noida-201307 (U.P.) (hereinafter called the BECIL) and M/s.....(hereinafter called the supplier/contractor), this is to certify that at the request of the supplier we ……..(Bank), having its principal office in India at..... (hereinafter referred to as "Bank" which term shall mean and include unless to repugnant to the context or meaning thereof, its successors and permitted assigns etc.), bind ourselves as primary obligor and not merely as surety, hereby irrevocably unconditionally and absolutely guarantee and undertake to pay BECIL against any loss or damage caused to or suffered or would be caused to or suffered by the BECIL by reason of any failure of the supplier to perform or Omission or negligence to perform any part of his/their obligation, viz. the performance of the contract till warranty period i.e. ……., to the satisfaction of the purchaser in term of the said contract.

1. We..... (Bank) do hereby undertake, bind ourselves and guarantee that in the event of any default/ failure on the part of the supplier to observe all or any of the conditions/terms prescribed/ to be prescribed by BECIL in regard to the above said order till the warranty period i.e. ..... to pay forthwith to the BECIL or its successor the amount due and payable under this guarantee on BECIL first written demand received on or before ……, at our counters at..... without any demur, protest and without reference to the supplier and not withstanding any contestation by the supplier or existence of any dispute whatsoever between BECIL and the supplier merely on a written demand from the BECIL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BECIL by reason of any breach by the said supplier (s) or any of the terms and conditions contained in the said contract or by reason of the supplier(s) failure or omission or negligence to perform the said contract till warranty period or any part thereof. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank upon this guarantee, which shall not be considered as satisfied by any intermediate payment or satisfaction of any part of or obligation hereunder. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs…….. (Rupees..... only).

2. We……(Bank), further agree to pay to the BECIL the amount so demanded by the BECIL, notwithstanding:

(i) Any dispute or difference between the BECIL or the supplier or any other person or between the supplier or any person or any suit or proceeding pending before any court or tribunal or arbitrator relating thereto, or

(ii) The invalidity, irregularity or unenforceability of the contract or

(iii) Any other circumstances which might otherwise constitute discharge of this guarantee including any act or omission or commission on the part of the BECIL to enforce the obligation by the contractor or any other person for any reason whatsoever.

(iv) Any forbearance or indulgence of any kind shown by BECIL to the supplier and/or any change in the conditions of the said order.

3. We..... (Bank) further agree that the Guarantee herein contained shall be contained one and remain in full force and effect during the period that would be taken for the performance of the said order till warranty period and that it shall continue to be enforceable till all the dues of the BECIL under or by virtue of the said order till warranty period have been fully paid and its claims satisfied or discharged or till BECIL certifies that the terms and conditions of the said order till warranty period have been fully and properly carried out by the said supplier and accordingly discharge this guarantee or until the expiry of this guarantee i.e..... , whichever is earlier.

4. We.....(Bank) further agree with BECIL that the BECIL shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order or to extend time of performance by the said suppliers from time to time or to postpone from any time or from time to time and of powers exercisable by the BECIL against the said suppliers and forbearance or enforce any of the terms and conditions relating to the said order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said suppliers or for any forbearance, act or omission on the part of the BECIL or any indulgence by the BECIL to the said suppliers.

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

Notwithstanding anything to the contrary contained herein, the liability of..... (Bank) under this guarantee is restricted to a maximum total amount of Rs…… (Rupees ……only). Our guarantee shall remain in force until .....Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by.....(Bank & Branch) delivered by hand, courier or registered post, prior to close of banking business hours on....., failing which all rights under this guarantee shall be forfeited and .....(Bank) shall stand absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of Delhi shall have exclusive jurisdiction. Kindly return the original of this guarantee to.....(Bank & Branch) upon the earlier of (a) its discharge by payment of claims aggregating to Rs .....(Rupees …… only), (b) fulfillment of the purpose for which this guarantee was issued; or (c) …….. All claims under this guarantee will be made payable at .....(Bank & Branch).