



Broadcast Engineering Consultants India Limited

(A Government of India Enterprises–Under Ministry of Information and Broadcasting)

Tender document

Published on CPP portal for

**For Selection of a “Technical Partner for Providing
Technology-Enabled Services for Assisting BECIL in
Assessment of the beneficiaries of various Skill
Training Activities**

(Invited through CPP Portal only)

Ref no: BECIL/JS/Assessment/2025/01

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Part I: Instructions to the Bidders

1 STANDARD DEFINITIONS

<i>Assessment Service provider</i>	Assessment Service provider is defined as an service provider which tests or conducts examinations to assess whether a learner has met the requirements necessary to be competent and qualified with respect to a skill or qualification.
<i>Assignment/ Job</i>	Means the work/ services to be performed by the successful bidder pursuant to the Work Order(s) under this tender document.
<i>BECIL</i>	Means Broadcast Engineering Consultants India Limited, A Government of India Enterprises – falling under the purview of the Ministry of Information and Broadcasting, responsible for selecting and engaging the successful service provider to carry out the envisaged work/ services under this tender document.
<i>Beneficiary</i>	Means any individual satisfying prescribed eligibility criteria, to whom skilled training, assessment, certification, placement, or support services are provided under schemes or programmes recognized, regulated, or subsidised by NCVET, NSDC, Funding Department or Govt. entity.
<i>Bidder/ Service provider/ Service Provider/ Vendor/ Support Partner/ Procuring Entity</i>	Means any interested and eligible entity who submit their proposals as Bidder that may provide the Services to BECIL/ Client as per this tender issued on CPP Portal.
<i>Client/ Consumer/ Customer</i>	Means BECIL/ Funding Department as the case may be.
<i>Day</i>	Means calendar Day
<i>Letter of</i>	Means the letter and all the attached documents that are the

<i>Engagement</i>	Standard Conditions, Special Conditions, Scope of Work and the Annexure issued to the successful support agency.
<i>Month</i>	Means Calendar Month
<i>Party/ Parties</i>	Means, BECIL/ Client/ Successful Bidder as the case may be.
<i>Personnel</i>	Means professionals and support staff of BECIL/ Funding Department/ successful bidder.
<i>Proposal</i>	Means the Technical Proposal and the Financial Proposal read separately and also together.
<i>RFP/ Tender Document</i>	Means the tender document prepared by the BECIL for Selection of a “Technical Partner for Providing Technology-Enabled Services for Assisting BECIL in Assessment of the beneficiaries of various Skill Training Activities”
<i>Work Order</i>	Means the Work Order(s) document and all the attached documents issued to the selected support agency on case-to-case basis for the respective requirement of the client(s).

2 TENDER INFORMATION & SCHEDULE

The Tender is for obtaining proposals on CPP Portal from eligible agencies for *Assessment of the beneficiaries of various Skill Training Activities*. The salient details are given in sections below:

1.	Name of Assignment	Assessment of the beneficiaries of various Skill Training Activities
2.	Tender Reference No	<i>Ref no: BECIL/JS/Assessment/2025/01</i>
3.	Tender Type	Open Tender
4.	Tender Mode	e-procurement through CPP Portal
5.	Tender Published Date	6th December 2025
6.	Pre Bid Meeting	12th December 2025 at 3 pm
7.	Tender Closing Date	29th December 2025 at 11am
8.	Tender Opening Date:	29th December 2025 at 3 pm
9.	Bids to be addressed to	<u>The Chairman and Managing Director</u>

10.	Location of Proposal Opening	<u>Broadcast Engineering Consultants India Limited, 56-A/17, Block-C, Sector -62, Noida -201307 (U.P.)</u>
11.	Name/ designation of the contact personnel	Ms. Jagriti Singh (Deputy General Manager, BECIL)
12.	Bid Category	Services

3 CONDITIONS UNDER WHICH TENDER IS ISSUED

- a) This Tender is not an offer and is issued with no commitment. BECIL reserves the right to withdraw the Tender and change or vary any part thereof at any stage. BECIL also reserves the right to disqualify any bidder, should it be so necessary at any stage. BECIL may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender. These amendments will officially be notified on the e-tendering website.
- b) This Tender supersedes and replaces any previous public documentation & communications, and bidders should place no reliance on such communications.
- c) BECIL reserves the right to withdraw this Tender, alter/ modify the conditions mentioned in this Tender document at any stage of the bidding process.
- d) Timing and sequence of events resulting from this Tender shall ultimately be determined by BECIL/ Client(s).
- e) By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read all sections of this Tender, including all forms, schedules and annexure hereto, and has fully informed itself and agrees to accept as to all existing conditions and limitations.
- f) All information supplied by bidders may be treated as contractually binding on the bidders, on successful award of the assignment by BECIL on the basis of this Tender.
- g) No oral conversations or agreements with any official or employee of BECIL shall affect or modify any terms of this Tender and any alleged oral agreement or arrangement made by a bidder with any department, entity, official or employee of BECIL shall be superseded by the definitive work order or contract that results from this Tender process. Oral communications to bidders shall not be

considered binding on BECIL, nor shall any written material provided by any person other than BECIL.

- h) Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against BECIL or any of their respective officials, agents, or employees arising out of, or relating to this Tender or these procedures (other than those arising under a definitive service contract with the bidder in accordance with the terms thereof).
- i) Bidders who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.
- j) The information contained in this Tender Document is being provided to the interested Bidders for their participation as per the terms and conditions set out in this document.
- k) This tender document includes statements, which reflect various assumptions and assessments arrived at by BECIL/ Funding Department in relation to the envisaged services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.

4 PREPARATION OF THE PROPOSALS

At the time of submission of the proposal, the bidder has to ensure that each uploaded file is duly digitally signed by the duly authorized representative. **A letter of authorization should also be enclosed with the uploaded proposal.**

a) **Proposal Content**

All the forms provided in the annexures/ appendixes should be submitted with relevant information and documents as asked in the Tender document.

Proposals must be submitted in prescribed forms (as per Annexures & Appendixes of Tender & Other Undertakings) duly signed.

b) **Proposal Preparation Cost**

The bidder shall bear all its cost associated with or relating to the preparation and submission of its proposal, including, but not limited to preparation, copying postage, delivery fees, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, in providing any additional information required by BECIL to facilitate the evaluation process, and in

negotiating a definitive contract or all such activities related to the bid process. BECIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

c) Language of the Proposal

The proposal, all the correspondence and documents should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in the English language is to be duly attested by the bidders. For purposes of interpretation of the documents, the English translation shall govern.

d) Late Bids

- i. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained.
- ii. The bids submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- iii. BECIL shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- iv. BECIL reserves the right to modify and amend any of the above-stipulated conditions/ criterion depending upon project priorities vis-à-vis urgent commitments.

5 COMPLIANT PROPOSALS/ COMPLETENESS OF RESPONSE

- a) Bidders are advised to study all instructions, forms, requirements, annexures, appendixes and other information in the Tender document carefully.
- b) An incomplete or ambiguous or conditional or late proposal is liable to be summarily rejected.
- c) The bidder must attest the original Tender document with authorized signature as an acceptance of the Tender terms and conditions and submit the same along with the Tender response. In case of non-compliance, the proposal is liable to be summarily rejected.
- d) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the proposal may be rejected. Bidders must:
 - i. Comply with all requirements as set out within this Tender.
 - ii. Submit the forms as specified in this Tender and respond to each element in the order as set out in this Tender.

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- iii. Include all supporting documentation specified in this Tender.

6 SUBMISSION OF THE PROPOSAL

- a) The bidders are advised to study the Tender documents carefully. Submission of proposals shall be deemed to have been done after careful study and examination of the Tender document with full understanding of its implications. Bidders shall have to submit their proposal (Technical and Financial) online through the CPP Portal. In addition to the Technical Bid, each bidder may be asked to make a presentation of its proposal. (Submission of any Financial Information in the technical proposal will lead to the rejection of the proposal)
- b) Hard copy of “**Technical Bid and EMD Documents**” should be submitted before the last date of BID submission at Tender Box, BECIL Bhawan, A-56/C-17, Sector-62, Noida-201307 (U.P). Bids will be rejected if hard copy of technical bid and EMD Document are not received before the last date of bid submission.
- c) The Technical Bid and EMD documents should be placed in a single envelope super scribed as “Technical Bid and EMD Documents” For Selection of a “Technical Partner for Providing Technology-Enabled Services for Assisting BECIL in Assessment of the beneficiaries of various Skill Training Activities” **(Invited through CPP Portal only)**.
- d) Financial bid is to be submitted online ONLY, any hard copy of Financial Bid received at BECIL office will be ignored.
- e) NOTE: Firms exempted for submitting the EMD, must submit Bid Securing Declaration (as per format given in Appendix-4) in lieu of Bid Security (i.e. EMD) along with valid exemption certificate, else bids will be rejected.

7 MODIFICATION/ SUBSTITUTION/ WITHDRAWAL OF PROPOSAL

The bidder may modify or substitute or withdraw his proposal prior to the deadline prescribed for submission of the Tender. No proposal shall be modified or substituted after the deadline for submission. No proposal shall be substituted or withdrawn in the interval between the deadline for submission of Tender and expiration of the period of proposal validity specified. Substitution or Withdrawal of Tender during this period will result in the bidder's forfeiture of EMD/ Bid Security.

8 REJECTION OF PROPOSAL

- a) Canvassing by the bidder in any form, unsolicited letter and post opening correction may invoke summary rejection of the proposal with forfeiture of EMD / Bank Guarantee. Conditional proposal is likely to be rejected.

9 VALIDITY OF THE PROPOSAL

The proposal shall remain valid for **180 (One hundred Eighty) days** from the last date of submission of the proposal.

10 RIGHTS TO THE CONTENT OF THE PROPOSAL

For all the proposals received before the last date and time of proposal submission, the proposals and accompanying documentation of the proposal will become the property of BECIL and will not be returned after opening of the proposal. BECIL is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. BECIL shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

Part II: Scope of Work

1 INTRODUCTION

- a) BECIL is an Awarding Body (AB-Dual) recognized by NCVET. As a Dual Awarding Body, BECIL intends to conduct the Assessments of the beneficiaries of various skill training programmes, across the Country.
- b) For taking up and implementing the skill assessments, based on the guidelines of the NCVET, BECIL seeks proposals from a service providers through this RFP for providing technology, content, processes and operations support services for assisting BECIL in conducting assessments.
- c) The successful service provider has to use efficient and transparent methodology for assisting BECIL in carrying out the intended assessments.
- d) The successful service provider is to engage state-of-the-art technology where possible, to enable BECIL in adopting best practices in the assessment activities.
- e) BECIL/ Funding Department reserves the right to change/ modify the work amount of work for which support of the assisting agency selected through this RFP Process will be required.
- f) BECIL/ Funding Department may, in its absolute discretion, but without being under any obligation to do so, update or amend the Nos of assessment State/UTs wise to be for which support is required by BECIL.
- g) BECIL/ Funding Department reserves the right to withdraw/ alter/ modify the Job Roles/ Nature of support required for Assessment mentioned in this Tender document at any stage of the bidding process.
- h) By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read all clauses/ sections of this Tender, and has fully informed itself and agrees to accept as to all existing conditions and limitations.

2 RESPONSIBILITIES OF THE SERVICE PROVIDER

- a) The service provider shall assist BECIL in maintaining contact with the training centre/ training provider of the planned/ delivered Skill & Training Program and shall play a key role in assisting BECIL in all aspects, towards managing beneficiary's assessment end-to-end process.
- b) The successful service provider shall be responsible for assisting BECIL in all aspects, towards carrying out the assessment of the candidates as per applicable

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- guidelines of respective schemes/ skill mission.
- c) All data and documents related to the work carried out by service provider while assisting BECIL in the assessment of candidates, will be the property of BECIL. The bidder is required to handover all data, evidences or any other information related to the work carried out by the service provider while assisting BECIL within 15 days to BECIL, post termination of contract.
 - d) The successful service provider shall be responsible for ensuring that required data/ information on assessment and certification are recorded on the portal (*to be specified by BECIL/ Funding Department*).
 - e) The successful service provider assisting BECIL must keep itself updated of the rules and regulations issued (*by Ministry of Skill Development and Entrepreneurship/ National Council of Vocational Education and Training/ Funding Department/ concerned department of Govt. of India*) for the assessment and follow the same wherever applicable.

3 FUNCTIONS OF SERVICE PROVIDER

- a) Assisting BECIL through technology in conducting quality assured standardized assessment and record results.
- b) Support BECIL to Develop Assessment Strategy and Standard Operating Procedures (SOPs)/ checklists for content development for assessment (including question banks), assessment and delivery processes, performance reporting and analytics, roles and responsibilities of the assessors, proctors and SME, etc.
- c) The service Provider Technology should assist BECIL in ensuring availability of accessible standardized assessment tools across languages and learner groups Ensure availability of certified Assessors/ Examiners, Proctors and Subject Matter Experts (SME)
- d) Assist and Support BECIL to identify certified Assessor(s) for the assessment batch(es).
- e) Assist and Support BECIL in undertaking performance rating of assessors and proctors.
- f) Assist and Support BECIL in Setting up systems for grievance Redressal.
- g) Assist and Support BECIL in Coordination with the NCVET/ any other entity (engaged for inspection related activities) / Project funding agencies for inspection or audit of its activities.

4 THE BROAD SCOPE OF WORK

- a) **Operation Management** - To provide assistance in end-to-end management of assessments by coordinating with training partners, candidates, and project funding agencies. The processes should be standardized to maintain transparency, efficiency, and compliance with NSQF guidelines.
- b) **Assessor Management** - To assist BECIL in maintaining a robust pool of certified assessors, ensuring availability across geographies and domains. Regular monitoring and performance reviews will be conducted by BECIL to uphold quality and impartiality.
- c) **Assessor and Master Assessor onboarding & Training of Assessor (TOA) management** - To assist BECIL in handling end-to-end onboarding of assessors and master assessors, including verification, empanelment, and training. Assistance to BECIL in conducting TOA programs strengthen assessor competency, ensuring fair and consistent assessments.
- d) **Remote online assessment** - To assist and support BECIL in putting in place secure online platforms, to enable candidates to appear for assessments remotely, reducing logistical challenges while ensuring accessibility, scalability, and real-time monitoring.
- e) **Live streaming** - To assist and support BECIL through technology, in Live streaming during assessments, to provide real-time visibility to stakeholders (BECIL/ Funding Department), enhancing transparency and reducing the chances of malpractice.
- f) **Evidence Management, Archiving & Retrieval on cloud** - To assist BECIL in ensuring secure data/ evidence collection, storage, and retrieval of assessment evidence on the cloud. All assessment evidence, including videos, photos, and documents, must be securely stored on the cloud, allowing easy retrieval, traceability, and long-term compliance.
- g) **Desktop Audit of all assessments** - To assist BECIL in facilitating a detailed desktop audit, where records, evidence, and reports will systematically be reviewed by BECIL/ Funding Department to monitor quality and accuracy.
- h)

5 BILL OF QUANTITY

5.1 FINANCIAL PROPOSAL SUBMISSION FORMAT [ON BIDDER'S LETTER HEAD]

To,

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

Dear Sir,

We, the undersigned on behalf of < service provider>, wish to submit our offer <title of project> in accordance with your Request for Proposal <RFP reference> dated <insert Date>.

We are hereby submitting our Financial Proposal.

#	Service	Qty	Unit	Working Percentage vis-à-vis Project value for BECIL	Tax%
A	B	C	D	E	F
1	Providing Technology-Enabled Services for Assisting BECIL in Assessment of the beneficiaries of various Skill Training Activities	1	Job		

Note: 1) The bidder must submit the Financial Proposal as a working percentage relative to the project value of the assessment work assigned to BECIL by the Client/ Funding Department, based on either the Common Norms or a standalone BECIL Proposal.

2) The bidder has to provide the application percentage of the Goods and Services Tax.

3) The payment will be released as per actual work executed in line with the terms & conditions (for payment) of the Client / Funding dept.

The financial bid for the services as envisaged in the RFP document:

_____ % (in numerals) (excluding GST)

_____ percentage (in words) (excluding GST)

We undertake, if our Proposal is accepted, to start the services with immediate effect or as stipulated in the contract.

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

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

6 PAYMENT TERMS

- a) Bidders shall express the price in Indian Rupees only.
- b) The bid value shall include all taxes and levies, and Taxes/GST (Goods and Services Tax) should be specified separately as per bid format.
- c) It will be mandatory for the bidder to indicate their bank account number and other relevant e-payment details so that e-payments could be made.
- d) The payment will be made on production of the requisite documents mentioned in the invoicing and payment schedule.
- e) All deductions on account of income tax as per prevailing law shall be made from the payment being made and such deducted taxes shall be remitted to the concerned tax department.
- f) A designated committee constituted by BECIL/ Funding Department may keep a watch on the performance of the bidder and will assess the performance, if required.
- g) Any penalty imposed by BECIL/ Funding Department under the terms and conditions of this Tender shall be acceptable to the bidder and shall be deducted from the payment due to the bidder.
- h) All Payments to the successful bidder shall be subject to applicable liquidated damages and taxes, duties, penalties as applicable, if any.
- i) The payments terms between BECIL & selected support agency will be strictly on back-to-back basis and the payment shall be released by BECIL only if and when received by BECIL from the client and subject to submission of complete required documents by the bidder, and receipt of payment from the client by BECIL.
- j) Selected support agency will not demand or make any claim under any law with respect to the pending payment till the time corresponding payment is received by BECIL from the Client/ Funding Department. BECIL shall not be responsible in any manner whatsoever for any delay in releasing the payments or withholding of payments by the Client.
- k) The (day) date of delivery of goods and/or rendering of services by selected service provider shall be the date of realization of payment from the client once the goods and/or services are accepted by client.
- l) The date of receipt of payment from the Client shall be construed as the date of acceptance and the date of deemed acceptance in terms of the Micro Small and Medium Enterprises Act 2006.

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- m) The invoices raised by selected support agency may be accepted by BECIL, however, the date of completion of the milestone / delivery of services shall only be recognized for invoice and its payment when the respective payment thereof is received from the Client.
 - n) If in the instant contract, selected support agency is acting only as trader / reseller / distributor/ authorized agents and/ or is engaged in a WORKS contract, no benefits under MSME Act 2006 and PPP Policy 2012 as per MSE Guidelines issued by Ministry of MSME would be applicable to it on account of acceptance of back-to-back payment terms as above. By agreeing to the terms of RFP, the selected agrees to forgo its rights under this Act and Policy.

7 INVOICING AND PAYMENT SCHEDULE

- a. The payments to the selected support agency for each work order issued to it by BECIL, shall be based on the outcomes achieved, and shall be released, for the successful count of the beneficiaries on pro-rata basis.
- b. The payment to the to the selected support agency will only be released on below conditions:
 - i. Completion of the milestones of the assessment work.
 - ii. Submission of the beneficiary data, assessment proof and evidence for the results and certificates including biometric attendance, videos, photos and any other data as required by Funding Department/ as per Assessment Guidelines.
 - iii. Issuing the invoice of the due payment to BECIL after the completion of assessment work.
 - iv. Receipt of the payment from client by BECIL

8 SUBMISSION OF BANK GUARANTEE FOR MILESTONE-BASED PAYMENTS

- a) The value of work allocated to the selected support agency cannot be determined at this stage therefore the selected support agency shall submit a Bank Guarantee (BG) of Rs 1,00,000/- (One Lakh Rupees) which will remain valid for two years.
- b) The Bank Guarantee must remain valid for a period extending at least 90 days beyond the contract duration.

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- c) If 5% value of work order allocated is more than PBG submitted (One lakhs Rupees) than the selected support agency will be required to submit the additional PBG of the differential amount, which will remain valid for the period beyond 90 days of contract duration.

9 PAYING AUTHORITY

The payment would be made by BECIL on submission of the following documents:

- a) Ink signed copy of the bills/ e-Invoice against services provided/ milestone completed
- b) Claim for statutory and other levies to be supported with requisite documents/ proof of payment for GST, etc. as/ if applicable.
- c) Details for electronic payment viz account holder's name, bank name, branch name and address, account type, account number, IFSC code, MICR code.
- d) Any other document/ certificate that may be provided for in the work order that will result from this tender process.
- e) Xerox copy of PBG along with 1st bill only, wherever applicable.

10 SERVICE LEVEL AGREEMENTS AND PENALTIES

- a) If at any future point of time it is found that the bidder has made a statement which is factually incorrect or if the bidder doesn't fulfill any of the contractual obligation, BECIL may take a decision to terminate the contract with immediate effect, forfeit the PBG/ EMD deposited by the bidder and / or debar the bidder from bidding prospectively for a period as decided by the BECIL or take any other action as deemed necessary.
- b) The successful bidder shall render services as per scope of work defined in the Tender/ work order that will result from this tender process, keeping in view the qualitative and quantitative parameters of the proposal of the successful bidder, as accepted by the Tender Evaluation Committee.
- c) The successful bidder is expected to meet all the terms of the Tender/ work order and is expected to provide satisfactory service. However, in the event of the bidder failing to provide satisfactory services, penalty will be imposed, and/or the Contract will be terminated, without prejudice to BECIL's rights to recovery of losses and other legal remedies.

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- d) Any unjustified and unacceptable delay beyond the timelines as per Tender/ Work Order, will render the bidder liable for penalty at the rate as mentioned in the following paras. If at any time during performance of the work, successful bidder encounter conditions (not under his control) impeding timely performance of the ordered services, the bidder shall promptly notify Client in writing of the fact of the delay, its likely duration and its cause(s).
- e) Unless otherwise waived off by BECIL/ Funding Department, delay beyond the schedule (where applicable) as per work order, will render the bidder liable for penalty as mentioned in the following paras:
- i. The successful bidder shall submit PBG within 10 days from the date of issue of Lol/work order. In case of non-acceptance of the Lol or non-submission of the designated PBG within the stipulated period, the EMD of the successful bidder shall be forfeited.
 - ii. In case of late deliveries/ services from the schedule, successful bidder shall be liable to pay penalty @ 1% of the work order value per week of delay or a part thereof, up to a maximum amount of 10% of order value or LD as levied by the Client, whichever is higher.
- f) Penalties imposed under (e) above, may be treated as unsatisfactory service and the contract is liable to be terminated prematurely. In the event of delay beyond 50 days with respect to the Timelines specified in the tender documents, BECIL may cancel the work order and forfeit the PBG, without any further notice.

Part III: General terms and conditions

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 and BECIL.

2 INTELLECTUAL PROPERTY RIGHTS:

- a) Deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the Bidders under this RFP and subsequent to this RFP 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.
- b) 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.
- c) 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.
- d) The Bidder shall perform all acts necessary to obtain and continue to have all necessary licenses, approvals, consents of third parties free from any encumbrances and all necessary technology, hardware and software to enable it to perform its obligations under this Contract. If license agreements are necessary or appropriate between the Bidder and third parties for purposes of enabling, enforcing or implementing the provisions hereinabove, the Bidder shall be under an obligation to enter into such agreements at its own sole cost, expense and risk.

3 LAND AND BORDER PROVISION

- a) The Undertaking at Appendix-11 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.
- b) I/We certify that this Bidder is not from such a country or if from such a country has been registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard
- c) I/We certify that this Bidder is not from such a country or if from such a country has been registered with the competent authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the competent authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

4 INDEMNITY

- a) 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:
 - i. Any Compensation/ claim or proceeding by any third party against BECIL arising out of any act, deed or omission by the Bidder;
 - ii. 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.
- b) That BECIL shall have no liability whatsoever for any injury/death to the Bidder or its staff caused or suffered during the performance of it's obligations hereunder.

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

6 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:
- g) 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
- h) 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.

7 UNDUE INFLUENCE

- a) The Service provider/Bidder undertakes that it has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of BECIL or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India.
- b) Any breach of the aforesaid undertaking by the Service provider/Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Service provider) or the commission of any offers by the Service provider 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 Service provider and recover from the Service provider the amount of any loss arising from such cancellation, from the present or from any other contract with BECIL.

8 UNLAWFUL/UNETHICAL PRACTICES

- a) If the Bidder has engaged in corrupt, fraudulent, collusive and coercive practices or defaulted commitments under integrity.
- b) 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.
- c) 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.

9 PENALTY FOR BREACH OF INTEGRITY, CONFLICT OF INTEREST AND UNDUE INFLUENCE/ UNETHICAL PRACTICE

- a) Forfeiture of Bank guarantee or any other bond or bid security submitted by the Bidder.
- b) Cancellation/ termination of the Contract with the liberty to recover the accrued losses/damages by the Bidder including imposition of penal damages either from this or any other contract with the bidder.
- c) 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 Service provider.

10 BLACKLISTING/ DEBARMENT

- a) The Bidder/ Contractor shall be debarred/ blacklisted from bidding for the contract/tender floated by BECIL for a period of two years, for violation of the code of integrity, 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.

11 RISK AND COST CLAUSE

- a) 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.
- b) Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:
- c) 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.
- d) Withdrawal from or abandonment of the work by Bidder before completion of the work as per contract.
- e) 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 Service provider/ Bidder.
- f) Termination of Contract on account of any other reason (s) attributable to Service provider/ Bidder
- g) Assignment, transfer, subletting of Contract by the Service provider/Bidder without BECIL's written permission resulting in termination of Contract or part thereof by BECIL

12 CONFIDENTIALITY

- a) The Bidder recognizes, accepts and agrees that disclosure of Confidential information to the Staff shall be only on a need-to-know basis and only those staff who are involved in rendering the services and need to have access would alone be informed of Confidential information.
- b) The Bidder recognizes, accepts and agrees that all tangible and intangible information obtained or disclosed to the Bidder's and/or its staff, including all details, documents, data, business/ customer information and the BECIL's practices and trade secrets (all of which are hereinafter collectively referred to as "confidential information") which may be communicated to the Bidder's and/or its facility staff may be privy under or pursuant to this Contract and/or in the course of

performance of the Bidder 's obligations under this Contract shall be treated, as absolutely confidential and the Bidder irrevocably agrees and undertakes and ensures that all its facility staff shall keep the same as secret and confidential and shall not disclose the same at all in whole or part to any Person or persons (including legal entities) an any time or use nor shall allow information to be used for any purpose other than that as may be necessary for the due performance of the Bidder's obligations hereunder except when required to disclose under the due process and authority of law.

13 RIGHT TO INSPECTION

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

14 TERMINATIONS

14.1 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 Service provider/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 Service provider /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 Service provider/Bidder and the Contract shall be deemed terminated after a period of 15 days from the date of notice of termination.

14.2 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 Service provider/ 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;

14.3 TERMINATION DUE TO INSOLVENCY

- a) If the Service provider/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 days' notice in writing to the Service provider/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.

14.4 TERMINATION FOR CONVENIENCE

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

15 POST TERMINATION RESPONSIBILITY

- a) In all cases of termination herein set forth, the obligations of BECIL to pay shall be on a pro-rata basis in proportion to the work completed by the Bidder prior to termination.
- b) 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.
- c) That in the event of termination under clause 15(a) and 15(b) the whole or part of the performance security furnished by the Service provider/ Bidder is liable to be forfeited without prejudice to the right of BECIL to recover from the Service provider/ Bidder any accruing or incurred losses or damages, on account of termination of contract due to unsatisfactory performance/ delay in execution of work.

16 NOTICES

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

Broadcast Engineering Consultants India Ltd,

C-56/ A-17, Sector-62, Noida-201307, U.P., India.

Email: amit.saxena@becil.com

17 No WAIVER

- a) 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.

18 AMENDMENT

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

19 ARBITRATION

19.1 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.

19.2 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.
- 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. The seat of Arbitrations shall be at New Delhi and the Arbitration proceeding shall be conducted in English.
- e) 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.
- f) 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.
- g) That any claim of damage(s) or loss(es) incurred by BECIL as a consequence of the invocation of the litigation/arbitration proceeding owing to the suspension, abandonment or non-performance of work by the Bidder/Service provider shall be reimbursed by the Bidder/Service provider.
- h) 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/Service provider 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.

20 JURISDICTION

- a) 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.

21 FORCE MAJEURE

- a) For the purpose of this Contract, the term “Force Majeure” shall mean an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or impractical as reasonable to be considered impossible in the circumstance, inclusive of but not limited to war, riots, civil disorder, earthquake, fire, strikes, lockouts or other industrial action (except where such strikes lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by the Government Agencies
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by of such Party’s agents or employees, nor (ii) any event which a diligent party could reasonably have been expected both to take into account at the time of the acceptance of the work order under this RFP, and avoid or overcome with persistent effort in carrying out its respective obligations.
- c) In the case of failure to perform this Agreement due to any force majeure, neither party shall be liable for such failure, 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.

22 SUBCONTRACTING

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

23 EXTENSION OF TIME

- a) It is hereby agreed that BECIL shall by mutual agreement update and extend the timeline/ milestone in the event of a reasonable/ legitimate request from the Bidder.
- b) Any period within which the 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.
- c) Any extension of time agreed upon mutually shall be documented in writing and signed by both the parties to be affected.

24 TRANSFER AND SUB-LETTING

Transfer or sub-letting is not allowed.

25 ASSIGNMENT

- a) All terms and provisions of this RFP and subsequent Contract/ Agreement / work order with the successful Bidder shall be binding on both the parties and their respective successors and permitted assigns.
- b) Subject to clause mentioned above, the selected Service provider shall not be permitted to assign its rights and obligations, under the Contract/ Agreement / work order, to any third party.
- c) BECIL may assign or novate all or any part of the Contract/ Agreement / work order and the Service provider shall be a party to such novation, to any third party contracted to provide outsourced services to BECIL or any of its nominees.

26 COMPLIANCE WITH APPLICABLE LAW

- a) 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.

27 SEVERABILITY

- a) 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.

28 ENTIRE CONTRACT

- a) The Contract/ Agreement / work order with all Appendices & Schedules appended thereto, contents and scope/ specifications of the RFP, all the corrigendum's, response to queries etc. that may be issued against this RFP and the Bidder's offer including presentation and all supporting documents shall constitute the entire Contract/ Agreement / work order between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this clause shall be interpreted so as to exclude any liability in respect of fraudulent misrepresentation.

29 LIQUIDATED DAMAGES

- a) 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:
- b) Recover from the Bidder liquidated damages equivalent to @ 1% of the work order value per week of delay or a part thereof, up to a maximum amount of 10% of order value or LD as levied by the Client, whichever is higher. (due to Bidder's failure to meet contractual obligations)

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- c) 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.
 - d) 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)
 - e) 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.

30 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.

31 MSME

- a) 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.
- b) 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 Bidder 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.

Part IV: Special Conditions of the Tender

The bidders are required to give confirmation of their acceptance of special conditions of the tender mentioned below which will automatically be considered as part of the work order which will be issued to the successful bidder as selected by BECIL. Failure to do may result in rejection of proposal submitted by the Bidder.

1 STAGE SUBSEQUENT TO TENDER (LETTER OF ENGAGEMENT)

- a) Letter of Engagement to the successful support agency will be issued by BECIL.
- b) Once the bidder is intimated of its selection, it shall be required to submit the Security DepositPBG within 10 (ten) days from the date of issue of Letter of Engagement (LoE).
- c) In case of non-acceptance of the Letter of Engagement within the stipulated period, the EMD of the successful bidder may be forfeited.
- d) Any delay in submission of Security Deposit and accepting the Letter of Engagement may result in EMD being forfeited.
- e) Post receipt of the assessment related requirement from perspective client(s), BECIL shall issue the work order for providing support and assistance for respective assessment(s) to successful support agency.

2 STAGE SUBSEQUENT TO THE ISSUE OF LOE

- a) Based on the requirements being received by BECIL from various perspective clients, BECIL will issue the work order for providing support and assistance for the respective assessment(s) to selected support agency.
- b) Once the selected support agency is intimated of requirement of providing support and assistance for the assessment, it shall be required to submit the work order specific Performance Guarantee of 5% (of the order value) within 10 (ten) days from the date of issue of respective work order.
- c) The details such as, domain of assessment, no. of trainees/ learners, training centre details, etc, will be provided in the respective work order.
- d) In case of the non-acceptance of the respective work order, the Security Deposit will be forfeited and engagement letter will be prematurely cancelled. BECIL may initiate the process for blacklisting the selected support agency for not accepting the respective work order(s).

3 TIMELINES

- a) The support agency shall start the preparatory work within 5 days from the date of issue of respective Work Order.
- b) The support agency has to submit the details of Assessors within **10 days** from the date of issue of respective Work Order.
- c) The support agency has to provide necessary assistance and support to the assessment process within **15 days** from the date of issue of respective Work Order or date confirmation by the training partner, whichever is later.
- d) The Bidder shall, not later than upon termination or expiration of respective work order, deliver all such documents/evidence/data to BECIL/Funding Department, together with a detailed inventory thereof.

4 CONTRACT PERIOD

- a) The initial contract period will be for **2 (Two) Years (extendable annually, subject to satisfactory performance)** or duration desired by Client(s), whichever is earlier, from the date of issue of the LoE.
- b) BECIL will review the performance of the support agency and may extend the contract period for the 3rd year, subject to satisfactory performance & approval of competent authority of BECIL.

5 EMD

- a) The EMD (Earnest Money Deposit) for an amount **of ₹ 2,00,000/-**, can be deposited in the form of Demand Draft/ Bank Guarantee/ ePayment.
- b) Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name:
Broadcast Engineering Consultants India Limited
Account No. 50200076192513
IFSC Code HDFC0000088
Bank Name HDFC Bank
Branch address Ansal Fortune Arcade, K Block, Sector 18, Noida
- c) Exemptions as per Existing Government Rules will be allowed. In this regard, the prospective bidders are required to submit the supporting documents: Copy of Relevant Registration Certificates issued by the concerned Authorities/ Departments

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- d) The EMD of bidder/s will be returned after acceptance of LoE consequent to Tendering Process and submission of PBG (Performance Bank Guarantee) of requisite value by the successful bidder.
 - e) The Bid/ Proposal submitted without Earnest Money Deposit, as mentioned above, will be summarily rejected without seeking any clarification from the bidder.
 - f) No interest shall be paid on Earnest Money Deposit in any case
 - g) Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.
 - h) Forfeiture Of EMD: The EMD deposited by the Bidder shall be forfeited in following cases:-
 - i. If a Bidder withdraws or amends their tender during the validity period.
 - ii. Tender changes: If a Bidder changes the terms, conditions, or prices after the opening date
 - iii. Order acceptance: If a Bidder fails to accept an order after it's placed
 - iv. False documents: If a bidder submits false or fabricated documents
 - v. In the case of a successful bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time.
 - vi. During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
 - vii. If a bidder indulges in any unlawful/ unethical/ immoral act during the process of bidding/ order finalization.
 - viii. The successful bidder's EMD will be discharged upon the bidder's acceptance of the Letter of Engagement (LoE) satisfactorily and submission of Performance Bank Guarantee (PBG).

6 SECURITY DEPOSIT

- a) Successful bidder, to whom LoE will be issued, shall be required to submit the Security Deposit (SD).
- b) The security deposit will be in the form of Bank Guarantee (BG) amounting to ₹ 5,00,000 (Rupees Five Lakhs) within 10 (Ten) days of issue of LoE failing which appropriate action may be taken by BECIL.
 - i. This Security Deposit shall remain valid for a period of 90 (ninety) days beyond the expiry of the LoE.

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- ii. In case the successful bidder fails to submit this Security Deposit within the time stipulated, BECIL at its discretion may cancel the work order without giving any notice and invite the L2 bidder to discharge its duties and ask to submit the Security Deposit from L2 bidder.
 - c) BECIL will have the right to invoke the Security Deposit without assigning any reasons if the selected bidder defaults or deemed to have defaulted or in the case of non-acceptance of the work order or poor performance with respect to deliverables.
 - d) The SD should remain valid for an additional period, as mentioned in the above paras, beyond the delivery/ defect liability period specified in the work order.
 - e) The SD will be released (without any accrued interest) after the completion of all tasks (deliverables) as assigned in the work order.
 - f) In case of any failure/ non-performance of the work order as per the terms and conditions, SD shall be forfeited/ en-cashed.

7 PERFORMANCE GUARANTEE

- a) The successful support agency, to whom the respective work order(s) will be issued, shall be required to submit a Performance Bank Guarantee for each order.
- b) The performance guarantee shall be in the form of Bank Guarantee (BG) amounting to **(Refer point 8)** of order value as per work order within 10 (Ten) days of issue of work order.
- c) This PBG shall remain valid for a period of 90 (ninety) days beyond the expiry of the work order.
- d) In case the selected support agency fails to submit this PBG or to accept the work order(s) within the time stipulated, BECIL at its discretion may cancel the work order without giving any notice and forfeit the Security Deposit.
- e) BECIL will have the right to invoke the PBG without assigning any reasons if the selected bidder defaults or deemed to have defaulted or in the case of non-acceptance of the work order or poor performance with respect to deliverables.
- f) The PBG will be released (without any accrued interest) after the completion of all tasks (deliverables) as assigned in the work order.

-
- g) In case of any failure/ non-performance of the work order as per the terms and conditions, PBG shall be forfeited/ en-cashed.

8 FALL CLAUSE

The following fall clause will form part of the work order placed on successful bidder:

- a) The price charged for the services performed under the work order by the bidder shall in no event exceed the lowest price at which the bidder provides the services of identical description to any persons/ organization including the customer or any department of the Central Government or any department of state government or any statutory undertaking of the central or state government as the case may be during the period till performance of all services placed during the currency of the work order is completed.
- b) If at any time, during the said period the bidder reduces the service price or offer to provide services to any person/ organization including the customer or any department of central Government or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the work order. Such reduction of services offer of the price shall stand correspondingly reduced.
- c) The bidder shall furnish the following certificate to BECIL along with each bill for payment for services made against the work order: *"We certify that there has been no reduction in service price of the similar services to the Government under the contract herein and such services have not been offered/ sold by me/ us, to any person/ organization including BECIL or any department of Central Government or any department of a state Government or and Statutory Undertaking of the Central or state Government as the case may be, up to the date of bill/ the date of completion of services against contract placed during the currency of the work order, at price lower than the price charged to the government under the work order"*.

9 COMPLIANCE TO MAKE IN INDIA CLAUSE

- a) Bidders to submit the requisite documents as per the compliance of MII Purchase Preference.
- b) Orders [Order No. F-7/10/2021-PPD(1) Dated 23.02.2023 issued by Department of Expenditure, Ministry of Finance, Govt. of India or any other latest order on

the subject matter; also referred to as “the Orders” in this clause] restricting procurement from Bidders from certain countries that share a land border with India shall apply to this procurement.

- c) Salient provisions of the policy are given below. However, it will be the responsibility of the bidder to go through the complete policy and see if it is eligible in terms of the policy and meets the criteria required as per the policy. In case of any contradiction of the provisions mentioned herein below and the original policy as mentioned above, the provisions of the policy issue by Department of Expenditure, Ministry of Finance, Govt. of India shall take precedence.
- d) Any bidder from the countries sharing a land border with India, will be eligible to bid in this tender only if bidder is registered with the Competent Authority and if otherwise eligible to Bid as per eligibility conditions.
- e) Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, will be eligible to bid only if the bidder is registered with the same Competent Authority and if otherwise eligible to Bid as per eligibility conditions. (Definition/ Requirement of ToT are specified in DOE OM Ref. No. F.7/10/2021-PPD(1) dated 23.02.2023)
- f) The Competent Authority for registration will be the Registration Committee constituted by the Department of Promotion of Industry and Internal Trade (DPIIT), Government of India.
- g) The provisions of the Order on restrictions based on land borders will not be applicable for cases mentioned in Para hereinunder:
 - i. In projects which receives international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
 - ii. This order shall not apply to procurement by Indian missions and by officers of government agencies/ undertakings located outside India.
 - iii. This order will not apply to bidders (or entities) from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated list of countries to lines of credit has been

extended or in which development projects are undertaken are given on the website of Ministry of External Affairs.

- iv. Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC) / Comprehensive Maintenance Contract (CMC), including consumables of closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, shall be exempted from the requirement of registration.

h) Definitions:

- i. **“Bidder”** for the purpose of the order (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any service provider, branch or office controlled by such person, participating in a procurement process.
- ii. **“Sub-contractor”** (including the term 'Sub-vendor'/Sub-supplier' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of Sub-contractors stated hereinbefore, including any service provider branch or office controlled by such person, participating in a procurement process.
- iii. **“Tender”** for the purpose of the order will include other forms of procurement, except where the context requires otherwise.
- iv. **“Transfer of Technology”** means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, process, and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matter of interpretation of this term shall be referred to the Registration Committee constituted by the DPIIT and the interpretation of the Committee shall be final)
- v. **“Specified Transfer of Technology”** means a transfer of technology in the sectors and / or technologies, specified in the order.
- vi. **“Procuring entity”** means BECIL.
- vii. **“Bidders from a country which shares a land border with India” / “Sub- contractor from a country which shares a land border with India”** mentioned in para above means;
 - a. An entity incorporated, established or registered in such a country;
 - or

beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- ix. **“Agent”** is a person employed to do any act for another, or to represent another in dealings with third person.

[Note:

i. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent.

ii. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

- x. **“Sensitive Sectors/ Technologies”** The order may be referred for sectors/ technologies which have been identified as sensitive from the National Security Point of View. The bidder with ToT arrangement in any sensitive sector/ technology with the country which shares a land border with India shall require registration. The order may be referred for details of sensitivity sectors/ technologies.

- xi. **“Validity of Registration”** in respect of bids/ tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution.

- i) Certificate regarding compliance:

- i. Bidders shall submit following certificate:

FORMAT For Undertaking with respect to Compliance of Restrictions for Countries which share land border with India – as stipulated by Govt. of India. (On Company Letter Head, to be signed by the duly authorized person)

UNDERTAKING FOR COMPLIANCE

Date:

TENDER NO.: _____

TITLE OF TENDER: _____

To,

The Chairman and Managing Director

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

Dear Sir,

In line with the guidelines issued for compliance of Restrictions for Countries which share land border with India – as issued by Govt. of India,

I/We have read the clause regarding restrictions on procurements from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries

- a. *"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 i.e. DPIIT. We hereby certify that bidder M/s. _____ <name of the bidder> fulfills all the requirement in this regard and is eligible to be considered against the tender." **
- b. *"We certify that bidder M/s. _____ <name of the bidder> will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority i.e. DPIIT." **

I/We hereby certify that I/We fulfill all requirements in this regard and am/are eligible to be considered.

[* Where applicable, evidence of a valid registration by the Competent Authority i.e. DPIIT shall be attached]

If such certificate (as mentioned as (a) & (b) above) given by a bidder whose bid is accepted, is found to be false, this would be a ground for

immediate rejection of bid/termination of contract and forfeiture of EMD/ Security Deposit. The above certificate shall form part of PO/contract.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

10 MISC. TERMS & CONDITIONS OF THE CONTRACT

The bidder shall provide the services as and when required and demanded by BECIL. The personnel engaged for the services shall be the employees of the bidder and will take their remuneration/ wages from the bidder. They will have no claim of whatsoever nature including monetary claim or any other claim or benefits from the BECIL. The bidder shall make its own arrangement for commuting the personnel requisitioned, to the BECIL/ Funding Department offices wherever located in the areas of Delhi/ NCR and back and for all other requirements related to execution of the scope of work. The bidder will furnish to the BECIL the full particulars of the personnel sponsored, including details like Name, Father's Name, Age, Photograph, Permanent Address etc. and they will also ensure the verification of the antecedents of such personnel from their Ex-employer/ Police, and also ensure that they possess the requisite technical qualifications and experience for rendering the requisite services to the BECIL/ Funding Department. The bidder will be responsible for compliance of all the applicable laws and obligations arising out from the action of providing services as stated in this Tender. Any liability arising under Municipal, State or Central Govt. laws and regulations will be the sole responsibility of the bidder and the BECIL shall not be responsible for any such liability. The bidder shall undertake to indemnify the BECIL for any liability under any law arising out of the engagement of the said professionals. The bidder shall comply with all rules and regulations regarding safety and security of its employees and the BECIL will in no way be responsible in any manner in case of any mishap to its

personnel. The personnel provided shall be under the direct control and supervision of the bidder. However, they shall comply with the oral and written instructions being given on a day-to-day basis, by the officer(s) authorized by the BECIL from time to time. They will be bound by office timings, duty, placement, locations, etc., as decided by the BECIL. The bidder shall be responsible for the discipline and conduct of the personnel sponsored by them and in case the personnel lack discipline and their quality of work deteriorates during the course of their service, the bidder shall provide replacement services of suitable personnel. During the subsistence of the contract, BECIL shall not undertake any monetary liability other than the amount payable to the bidder for the services provided by them. Other liabilities, if any, shall solely rest on the bidder. Even if the BECIL has to bear such liabilities on unforeseen circumstances/ occasions, BECIL will recover such an amount from the bidder by adjusting the amount payable to them. In case the employees of the bidder do not attend the work at any time for whatever reason, the bidder shall make alternate arrangements at no extra cost to BECIL, so that the assigned work of BECIL does not suffer. BECIL shall also be free to make alternate arrangements and the cost of which shall be recovered from the bidder. Any loss, theft or damage to the life and/or property of the employees of BECIL and/or property of BECIL shall be compensated by the bidder, if the cause of such loss, theft or damage is on account of default, negligence and/or lapse of the employees of the bidder. The bidder shall be responsible for providing amenities as required to be provided under the provisions of Contract Labour (Regulation and Abolition) Act, 1970. In case of failure of bidder to provide such amenities, BECIL shall be free to provide the same and BECIL shall have right to recover all expenses incurred in providing such amenities from the bidder by deduction from any amount payable to the bidder. The bidder shall comply with all acts, laws and other statutory rules, regulations, byelaws, etc., as applicable or which might become applicable with regard to performance of the work included herein or touching upon this contract including but not limited to Minimum Wages Act, 1948, Delhi Shops and Establishment Act. 1954, ESI Act, 1948, Provident Funds and MP Act, 1952, Workmen's Compensations Act, Maternity Benefits Act etc, and take such steps as may be deemed necessary in this regard from time to time. It will be the sole liability of the bidder to pay the wages, provident fund, ESI, to its employees as applicable under the relevant rules. The bidder has to give an undertaking in this regard that he is following all the labour laws including the payment of minimum wages, ESI/ EPF etc. The bidder is liable to furnish all the relevant records for the information of employees. If the contractor or bidder fails to render any or all the services, for any period during the currency of the contract, BECIL shall be at liberty to get the work done from other agencies and deduct charges incurred on this account from the amount payable to the

bidder or from the Security Deposit or Bank Guarantee. TDS on account of Income Tax/ WCT in accordance with DVAT and GST as applicable will be deducted from the monthly payments of the bidder. If the bidder fails to provide satisfactory performance, BECIL shall be at liberty to terminate the contract and withhold the Security Deposit or the balance payment of the bidder, etc. BECIL reserves the right to abandon or terminate the contract at any time without assigning any reason and it can stipulate any additional term & condition at any time during the currency of the contract. The bidder shall be responsible for payment of Provident Fund and other payments due to its employees deployed for services.

11 PERSONNEL

- a) 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.
- b) 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 RFP and subsequent Contract/ WO
- c) 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 labour Acts, Union Labour Codes and statutory legislations.

Part V: Project Experience and Qualifying Criteria Requirement

1 EVALUATION PROCESS

- a) No enquiry shall be made by the bidder(s) during the course of evaluation of the RFP, after opening of bid, till final decision is conveyed to the successful bidder(s). However, the Committee/ its authorized representative and office of BECIL can make any enquiry/ seek clarification from the bidders, which the bidders must furnish within the stipulated time else the bids of such defaulting bidders will be rejected. The proposal will be evaluated on the basis of its content, not its length.
- b) The bidders' proposals will be evaluated as per the requirements specified in the RFP and adopting the evaluation criteria spelt out in subsequent paras of this RFP document. The Bidders are required to submit all required documentation as per evaluation criteria specified in RFP.
- c) Proposals received by the prescribed date and time shall only be considered and evaluated by a duly constituted Tender Evaluation Committee.
- d) Upon verification, evaluation/ assessment, if in case any information furnished by the Bidder is found to be false/ incorrect, their bid will be summarily rejected and no correspondence on the same shall be entertained. Submission of false/ forged documents will lead to forfeiture of EMD/PBG, and blacklisting of service provider for a minimum period of 3 years from participating in BECIL tenders.
- e) The EMD amount will be returned to the respective disqualified bidders after the submission of Performance Bank Guarantee by the successful bidder.
- f) BECIL will review the technical proposal to determine whether the technical proposals are as per the requirements laid down. Proposals that are not in accordance with these requirements are liable to be disqualified at BECIL discretion.
- g) Evaluation of proposals shall be based on:
 - i. Information contained in the proposal, the documents annexed there to and clarifications provided, if any.

-
- ii. Experience and Assessment of the capability of the bidder based on past record.
 - h) BECIL reserves right to seek any clarifications on the already submitted bid documents; however no fresh documents shall be accepted in support of proposals.
 - i) Conditional proposals shall NOT be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of the proposals.
 - j) Even though bidders satisfy the necessary requirements they are subject to disqualification if they have:
 - i. Made untrue or false representation in the form, statements required in the RFP document.
 - ii. Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.
 - k) BECIL reserves the right to waive off any deviations, accept the whole or part thereof or reject any or all bids and to select the Bidder(s) which, in the sole opinion of BECIL/ Funding Department, best meets the project's interest. BECIL also reserves the right to negotiate with potential bidders so that its best interest to fulfil the need of project is served.
 - l) The Bidder 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.

2 PRE-QUALIFICATION EVALUATION

- a) Each of the Pre-Qualification Criteria mentioned in the RFP document is MANDATORY. In case the bidder does not meet any one of the conditions, the bidder will be disqualified.
- b) The Bidders' are requested to furnish information and documents to establish their eligibility (*indicating the reference page number in the bid against the proofs*

submitted) for each of the criteria given in subsequent para 6. If a bid is not accompanied with all necessary documents, it may be summarily rejected.

- c) Only the bidders, who fulfill the Pre-Qualification Criterion, will qualify for Technical Bid Opening and further evaluation. Failing in any of the pre-qualification Criteria shall lead to dis-qualification of the proposal and bidder.

3 TECHNICAL EVALUATION

- a) The technical proposal of qualified bidders will be evaluated as per the requirements specified in the RFP and technical evaluation criteria as mentioned in RFP Document.
- b) Bidders may be asked to give demonstration/ presentation on their understanding of the Scope of Work and their proposal submitted for undertaking the evaluation.
- c) Only the bidders, who will score 75 or above marks in the Technical Evaluation Criteria, will qualify for Financial Evaluation. Failing to score 75 or above marks, shall lead to dis-qualification of the proposal and bidder
- d) Reasons for rejecting a tender/ bid will be disclosed to a bidder only where enquiries are made.

4 FINANCIAL EVALUATION

- a) The successful bidders are required to submit the financial bid on its letter head as per format prescribed in **Appendix 16**.
- b) Only the bidders, who fulfil the Eligibility Criteria, will qualify for Financial Evaluation. Failing to any of the Eligibility Criteria shall lead to dis-qualification of the proposal and bidder.
- c) Financial bids will be opened only for the agencies who score 75 or more marks in the Technical evaluation.

5 SELECTION OF THE SUCCESSFUL BIDDER

- a) Selection procedure would be made on the basis of **Price Based System – Least Cost Selection**.
- b) The total amount quoted by the bidder, for the envisaged services, will be considered for selection process.

6 EVALUATION CRITERIA

6.1 PRE-QUALIFICATION EVALUATION CRITERIA

6.1.1 Legal Capacity of the Bidder

S. No.	Criteria	Supporting documents to be submitted
1.	Bidder's Registration	Form as per Appendix 5
	Bidder Should be company registered under Companies Act 1956/ 2013 with operations in India. OR	Copy of Certificate of Incorporation along with Memorandum and Articles of Association
	Firms registered under Limited Liability Partnership Act, 2008/ Partnership Firms registered under Partnership Act 1932 with operations in India.	Copy of Registration certificate of LLP/ Partnership firm
2.	The Bidder should have been in the same business for last 5 (Five) Years as on the date of proposal submission.	Detailed company profile and proof of past experience.

6.1.2 Financial Capacity of the Bidder

S. No.	Criteria	Supporting documents to be submitted
1.	Business Turnover: The Bidder should have a minimum average turnover of ₹ 5 (Five) Crores per annum during last three consecutive financial years i.e. FY 2022-23, FY 2023-24 and FY 2024-25.	<p>a. Copies of the audited Balance sheets duly audited by the Statutory Auditors of the Company or Chartered Accountant. AND</p> <p>b. Certificate from Statutory Auditor or Chartered Accountant regarding turnover as asked in the clause. AND</p> <p>c. Form as per Appendix 8</p>

S. No.	Criteria	Supporting documents to be submitted
2.	Net Worth Certificate: The Net-Worth of the Bidder should be positive in Last 3 (Three) years i.e. FY 2022-23, FY 2023-24 and FY 2024-25	a. Documents as asked in the above point
3.	Solvency Bidder should submit the solvency certificate of ₹ 25 Lakhs.	Document/certificate issued by Bidder's banker (This certificate should be specifically made for this tender. Therefore, certificate must be issued after the date of publication of this tender and must have tender no. and date)

6.1.3 Technical Capacity of the Bidder

S. No.	Sub-Criteria	Supporting documents to be submitted
1.	No. of Projects: <ul style="list-style-type: none"> Bidder must have undertaken and completed minimum of 5 (Five) work orders/MOU/Agreements related to the assessment of Skill India Schemes funded by Central/State Govt. during the last 5 (Five) Years. The service provider should have completed assessment of 5000 candidates under each WO/MOU/agreement submitted. The value of this 	a. Copy of work order/MOU/ agreement from the clients. b. Documentary proof for completion of assessment under each WO/ MOU/Agreement. c. Certificate from Statutory Auditor or Chartered Accountant, regarding invoices raised and payment/ fees received from the respective clients. AND d. Signed Form as per Appendix: 9

S. No.	Sub-Criteria	Supporting documents to be submitted
	assessment of 5000 candidates should be minimum 25 lakhs .	
2.	Experience for total number of candidates assessed: Bidder must have carried out assessment of at least 1,50,000 (One Lakh Fifty Thousand) beneficiaries of skill and training schemes in the last 3 years (ending on 31.03.2025) on cumulative basis.	a. Copy of work order OR contract OR performance certificate from the clients. AND b. Certificate from Statutory Auditor or Chartered Accountant, regarding invoices raised and payment/ fees received from the respective clients. AND c. Signed Form as per Appendix: 9
3.	Presence of the Bidder: Bidder must have office/ centre presence in Delhi/ NCR	The applicant must furnish an Ownership Title Deed or Rent/ Lease Agreement/ GST registration certificate as a supporting document. The Rent Agreement must be locally Notarized from that state for it to be considered a valid address proof.
4.	Manpower: Manpower strength on company's roll (Bidder shall provide the list of at least 20 key resources on roll as per Appendix and same will be used for evaluation of the bidder)	a. Signed Form as per Appendix: 10
5.	Mandatory Undertakings i. Undertaking regarding Blacklisting	Undertaking on a non-judicial stamp paper of ₹ 100/- certified by Notary as

S. No.	Sub-Criteria	Supporting documents to be submitted
	Bidders should not have been blacklisted by any of the Central Government or State Government or any organisation under Central/ State Government. Should not have been found guilty of any criminal offence by any court of law in India or abroad.	per Appendix:2
	ii. Undertaking regarding Criminal Offence Bidder, its directors and officers should not have been convicted of any criminal offence related to their professional conduct or the making of false statement or misrepresentations as to their qualifications to enter into procurement contract within a period of three years preceding the commencement of the procurement process or not have been otherwise disqualified pursuant to debarment proceedings	Undertaking on a non-judicial stamp paper of ₹ 100/- certified by Notary as per Appendix:2
	iii. Bidder should not have a conflict of interest in the procurement in question as specified in the bidding documents. Comply with the code of integrity as specified in the bidding document	Undertaking on a non-judicial stamp paper of ₹ 100/- certified by Notary.
	iv. I/We further certify that no	Undertaking on a non-judicial stamp

S. No.	Sub-Criteria	Supporting documents to be submitted
	investigation by a regulatory authority is pending either against us or against our Associates or against our CEO/ Partners/ Directors and engagement team.	paper of ₹ 100/- certified by Notary.
	v. LLP/ Partnership firms will submit an undertaking that “in case work order is issued to LLP/ partnership firm; the partners will not dissolve the firm till the completion of the work/ liabilities under this tender document”.	Undertaking on a non-judicial stamp paper of ₹ 100/- certified by Notary.

6.2 TECHNICAL EVALUATION CRITERIA

S. No.	Evaluation Criteria	Max Marks
a.	Relevant Experience & Competence	60
b.	Technical Capability (based on Technical Proposal & Presentation)	40
	Total Marks	100

6.2.1 Relevant Experience & Competence (based on the documentary proofs submitted)

S. No.	Evaluation Criteria	Scoring	Max Marks
i.	Bidder must have undertaken and completed work orders related to the assessment of Skill India Schemes funded by Central/ State Govt. during the last 5 (Five) Years	<p>5 to 8 Awarding Bodies: 10 Marks</p> <p>9 to 12 Awarding Bodies 12 Marks</p> <p>13 and above Awarding Bodies: 15 Marks</p>	15
ii.	Overall Beneficiaries Assessed in last 3 years	<p>More than 1.5 lakhs and Less than to 2.00 Lakhs: 5 Marks</p> <p>More than 2.00 lakhs and Less than to 2.50 Lakhs: 8 Marks</p> <p>More than 2.50 Lakhs: 10 Marks</p>	10
iii.	Availability of TOA certified Assessors in NSQF aligned job roles	<p>Less than 50 Assessors: 10 Marks</p> <p>More than 50 assessors and up to 100 Assessors: 12 Marks</p> <p>More than 100 Assessors: 15 Marks</p>	15
iv.	Geographical Presence	<p>In Delhi/ NCR Only: 5 Marks</p> <p>In More than 2 and up to 5 States: 8 Marks</p> <p>More than 5 States: 10 Marks</p>	10
v.	Assessment Technology Strength	AI driven evaluations : 5	

S. No.	Evaluation Criteria	Scoring	Max Marks
		Marks AI driven evaluations plus Live and Remote Proctoring: 8 Marks AI driven evaluations plus Live and Remote Proctoring plus Certification & Skill Badging : 10 Marks	
vi.	Audit and Evidence Collection	Evidence Collection App: 5 Marks Evidence collection App and Live Streaming : 8 Marks Evidence collection App, Live Streaming, geo-tagging /time stamping batch wise archival and retrieval system: 10 Marks	
		SUB TOTAL	70

6.2.2 Technical Capability

[based on the technical proposal as well as presentation]

S. No.	Evaluation Criteria	Scoring	Max Marks
i.	Understanding the Objective and purpose of the work	Evaluation will be based upon the proposal submitted/ presentation by the bidder	5
ii.	Understanding of	Evaluation will be based upon the	5

S. No.	Evaluation Criteria	Scoring	Max Marks
	Requirements and Deliverable	proposal submitted/ presentation by the bidder	
iii.	Description of approach and methodology proposed to be adopted for carrying out the assessments.	Evaluation will be based upon the Availability of online platform, assessment modes, proctor-based facility, Monitoring Mechanism, Data security etc	10
iv.	Detailed work plan and strategy for recording keeping and archiving the assessment/ beneficiary data	Evaluation will be based upon the proposal submitted/ presentation by the bidder	10
		SUB TOTAL	30

Part VI: Appendices

1 APPENDIX 1: PROPOSAL SUBMISSION LETTER

[On Bidder's Letter Head]

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

Subject: Submission of the Proposal for <insert Tender Name><Tender No.>

Dear Sir,

1. We, the undersigned, offer to provide services to BECIL with reference to your Tender <insert Tender Name> dated <insert Tender date> and our Proposal. We are hereby submitting our un-conditional proposal through GeM portal
2. This statement is made for the express purpose of qualifying as a Bidder for undertaking the Assignment(s) under this Tender.
3. We shall make available to BECIL any additional information it may find necessary or require to supplement or authenticate the Bid.
4. We acknowledge the right of BECIL to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part nor blacklisted nor debarred by any state/ central Government or their agencies including Central/State Level Public Enterprises.
6. We declare that:
 - a. All information and statements made in this proposal are true & correct and accept that any misinterpretation contained in it may lead to our disqualification.
 - b. We confirm to each and every clause of the tender document and shall abide by all the terms and conditions of all the volumes of this tender document. We would hold the terms of our proposal valid for the number of days as stipulated in the tender document.
 - c. We have examined and have no reservations to the tender document, including any Amendment/ Addendum issued by BECIL.
 - d. We do not have any conflict of interest in accordance the tender document;
 - e. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the tender document, in respect of any tender or request for proposal issued by or any agreement entered into with BECIL or any other public sector enterprise or any government, Central or State; and
 - f. We hereby certify that we have taken steps to ensure that in conformity with the provisions of tender, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

7. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Bid for the Assignment, without incurring any liability to the Bidders, in accordance with the tender document.
8. We declare that we are not a member of any other firm submitting a Proposal for the assignment.
9. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.
10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any service provider of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
12. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate BECIL of the same immediately.
13. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by BECIL in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Assignment and the terms and implementation thereof.
14. We have studied all the tender document carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by BECIL or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of work.
15. The amount has been quoted by us after taking into consideration all terms and conditions stated in the tender and in general required to complete the envisaged work.
16. We agree and understand that the Proposal is subject to the provisions of the tender document. In no case, we shall have any claim or right of whatsoever nature if the assignment is not awarded to us or our Proposal is not opened.
17. We agree and undertake to abide by all the terms and conditions of the tender document. In witness thereof, we submit this Proposal under and in accordance with the terms of the tender document.
18. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
19. We declare that we confirm to each and every clause of the Tender document and shall abide by all the terms and conditions of all the volumes of this Tender document. We would hold the terms of our proposal valid for the number of days as stipulated in the Tender document.

Yours sincerely,

(Authorized Signatory)
Signature:

Name:
Designation:
Address:

Seal:
Date:

2 APPENDIX 2: DECLARATION LETTER

[On Bidder's Letterhead]

DECLARATION

- i. I, *<Name & Designation>* solemnly affirm that the facts stated above are correct and nothing has been withheld. If any information submitted above is found to be false or fabricated, I may be liable to be debarred from Engagement.
- ii. I permit BECIL to inspect my records to ascertain the above facts.
- iii. I permit BECIL to cross check the above facts from any other source.
- iv. I or my authorized representative, if required by BECIL, would make a presentation before the duly constituted Committee at my own cost.
- v. I will abide by the decision of BECIL regarding Engagement.
- vi. I have read & understood the Tender document and agree to all the terms & conditions stated therein.
- vii. *<Name of Bidder>* does not have a conflict of interest in the procurement in question as specified in the bidding documents.
- viii. *<Name of Bidder>* comply with the code of integrity as specified in the bidding document.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

3 APPENDIX 3: ACCEPTANCE LETTER

[On Bidder's Letter Head]

To,

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

Subject: Acceptance of Tender Terms & Conditions of <Tender No.>

Dear Sir,

1. I/We hereby certify that I/We have understood and clarified the entire terms and conditions of the Tender documents, and I/We shall abide by the conditions/clauses contained therein.
2. **I/We hereby unconditionally accept the Tender conditions of Tender document, for <insert Tender Name>, in its entirety for the above work.**
3. The contents of clauses of the Tender documents have been noted wherein it is clarified that after unconditionally accepting the Tender conditions in its entirety, it is not permissible to put any remarks/ conditions in the Tender and the same has been followed in the present case. In case, the provisions of the Tender are found violated after opening the proposal. I / We agree that the Tender shall be rejected and BECIL shall without prejudice to say other right or remedy be at liberty to forfeit the said earnest money absolutely,
4. 'That, I/We declare that I/We have not paid and will not pay any bribe to any officer of BECIL for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of BECIL asks for bribe/ gratification, I/ We will immediately report it to the Appropriate Authority'.

Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

4 APPENDIX 4: BID SECURING DECLARATION

[On Bidder's Letter Head]

Bidder need to fill in the details (with supporting documents attached)
(Applicable only for MSME)

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

Subject: Bid Security Declaration form for <insert Tender Name><Tender No.>

Dear Sir,

We, the undersigned, solemnly declare that:

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

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

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

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

- 1) receipt by us of your notification of cancellation of the entire tender process or rejection of all bids or of the name of the successful bidder or

2) forty-five days after the expiration of the bid validity or any extension to it.

Sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

5 APPENDIX 5: PROFILE OF THE BIDDER

Bidder need to fill in the details (with supporting documents attached).

1.	Name of Bidder	
2.	Type of firm	<i>[Please submit the copy of Relevant Certificate/ Document recognised by Government of India for the bidder's firm]</i>
3.	Address of correspondence	
4.	Year of establishment	
5.	Permanent Account Number (PAN) of the Bidder	<i>[Please submit the copy of PAN]</i>
6.	GSTN Registration No. of the Bidder	<i>[Please submit the copy of GSTN]</i>
7.	MSME or equivalent Registration No. of the Bidder, if applicable	<i>[Please submit the copy of relevant valid certificate]</i>
8.	EPF Registration Certificate, if applicable	<i>[Please submit the copy of certificate]</i>
9.	ESIC Registration Certificate, if applicable	<i>[Please submit the copy of certificate]</i>
10.	Status of Income Tax Return of following years	<i>[Please submit the copy of acknowledgement of Income Tax Return]</i>
	FY 2021-22	
	FY 2022-23	
	FY 2023-24	
	FY 2024-25	
11.	Whether the firm has been blacklisted by any Central Govt. / State Govt./PSU/ Govt. Bodies / Autonomous? If yes, details thereof.	
12.	Status and details of disputes/ litigation/ arbitration, if any.	
13.	Name, Designation and address of the officer to whom all references shall be made regarding this Tender	
14.	Contact details of Authorized signatory in reference to this Tender	

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

6 APPENDIX 6: INDEMNITY BOND

[To be executed by the Bidder on the Stamp Paper of ₹ 100/-]

1. _____ (*Name & address of the bidder*) _____ indemnify BECIL/ Client against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the supplied services/ software/ hardware/ manpower etc. and related services or any part thereof.
2. _____ (*Name & address of the bidder*) _____ indemnify BECIL/ Client from any claims that the hired manpower/ bidder's manpower may opt to have towards the discharge of their duties in the fulfillment of the contract.
3. _____ (*Name & address of the bidder*) _____ indemnify BECIL/ Client from any compensation arising out of accidental loss of life or injury sustained by the hired manpower/ bidder's manpower while discharging their duty towards fulfillment of the contract.

(Authorized Signatory)
Signature:

Witnesses:

- 1.
- 2.

Name:
Designation:
Address:

Seal:
Date:

7 APPENDIX 7: UNDERTAKING

[Undertaking on a non-judicial stamp paper of ₹ 100/- certified by Notary]

UNDERTAKING

<Name of Bidder> has/ have not been blacklisted by any of the Central Government or State Government or any organisation under Central/ State Government or any Statutory Authority, or any Public-Sector Undertaking.

<Name of Bidder> has/ have not been found guilty of any criminal offence by any court of law in India or abroad.

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

8 APPENDIX 8: FINANCIAL STRENGTH OF THE BIDDER

S. No.	Financial Year	Net-worth Status (Positive/ Negative)	Whether Profitable (Yes/ No)	Annual Profit Before Tax (in INR)	Overall Annual Turnover (in INR)
1	FY 2021-22				
2	FY 2022-23				
3	FY 2023-24				
4	FY 2024-25				

(Note: Statutory Auditors/ Chartered Accountant certificate should be submitted along with proposal)

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

9 APPENDIX 9: DETAIL OF WORK EXPERIENCE

S. No.	NCVET Recognized Awarding Body Agreement Name	NCVET Recognized Awarding Body Agreement Ref No.	Date of Agreement	Scope of Work	Type of documentary proof Submitted

(Note: Copies of work orders OR engagement letters OR contracts OR performance certificates from the customers AND Certificate from Statutory Auditor/ Chartered Accountant, regarding invoices raised and payment received from the respective clients to be submitted along with the proposal)

(Authorised Signatory)
Signature:

Name:
Designation:
Address:

Seal:
Date:

10 APPENDIX 10: KEY PERSONNEL ON SERVICE PROVIDER'S ROLE

[On Bidder's Letter Head]

10.1 LIST OF KEY PERSONNEL

The bidder shall submit the details of the key team members that will be responsible for the assignment. Bidder shall list the main disciplines of the assignment and the key experts responsible.

S. No.	Designation	Name of Employee	Year of joining	Qualification/ Professional Qualification (with year of passing)	No. of Years' Experience	Designation/ Profile	Details of experience

(Note: Curriculum Vitae of the Key Personnel as per para 10.2 of Appendix 10 to be submitted along with the proposal)

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

10.2 CURRICULUM VITAE (CV) FOR PROPOSED KEY PERSONNEL

1. Proposed Position : [For each position of key professional separate form will be prepared]:

2. Name of Firm: [Insert name of firm proposing the Staff]:

3. Name of Staff: [Insert full name]:

4. Date of birth:

5. Nationality:

6. Education: [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

7. Membership of Professional Associations:

8. Other Training:

9. Countries of work experience: [List countries where staff has worked in the last ten years]:

10. Languages: [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]

11. Employment Record:

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below):

Dates of employment name of employing organization, positions held]:

From [Year]: To Year]

Employer:

Positions held:

12. Work undertaken that best illustrates Capability to Handle the Tasks Assigned:

[Among the Assignment/ Jobs in which the staff has been involved, indicate the following information for those Assignment/ jobs that best illustrate staff capability to handle the tasks listed under Terms of Reference/ Scope of Work]

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff]

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

11 APPENDIX 11: LAND BORDER DECLARATION CERTIFICATE

Land Border Declaration Certificate

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

Tender Document No: **Date:**

Bidder's Name, Address & contact details:

Bidder's Reference No. **Date:**

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

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

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

Penalties for false or misleading declarations:

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

(Signature with date)

(Name and designation)

Duly authorized to sign Bid for and on behalf of

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

***Kindly delete this part, if not applicable.**

12 APPENDIX 12: INTEGRITY PACT – PRE-CONTRACT INTEGRITY PACT

[To be executed by the Bidder on the Stamp Paper of ₹ 100/-]

PRE-CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of ____ 2025, between, on one hand, BECIL acting through Ms Jagriti Singh, (Deputy General Manager) (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____ (herein after called the "BIDDER" which expression shall mean and include unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name _____) and the BIDDER is willing to offer/ has offered the (State what is being offered).

WHEREAS the BIDDER is a private company/ public company/ Government undertaking/ partnership/ registered export service provider, constituted in accordance with the relevant law in the matter and the BUYER is a Mini Ratna, Central Public Sector Enterprise of Government of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/ equipment item at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by their officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

2. Commitments of the Buyer

- 2.1 The Buyer undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- 2.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such

information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- 2.3 All the officials of the Buyer will report to Head or concerned official of BECIL or any other officer appointed by him/her for any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.4 In case of any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is *prima facie* found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.
- 2.5 The BUYER will exclude from the process all known prejudiced persons
- 2.6 If the BUYER obtains information on the conduct of any of its employees which is a criminal offense under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the BUYER will inform its Vigilance Office and in addition can initiate disciplinary actions.

3. Commitments of Bidders

The BIDDER commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre- contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following: -

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the BUYER for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the BUYER.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/ contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is

committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 The BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- 3.13 The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes an incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such a reason.

5. Earnest Money

- 5.1 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

6. Sanctions for Violation

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or anyone of the following actions, wherever required:-
 - (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the L1BID. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due the BIDDER
 - (vii) To debar the BIDDER from participating in future bidding processes of the Government of India or the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER (s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Integrity Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent external monitor(s) appointed for the purposes of this Pact.
- 7. Fall Clause**
- 7.1 The Bidder undertakes that during the previous one year, the Bidder has not supplied/ is not supplying and/ or has not agreed to supply similar product systems or subsystems at a price lower than that offered in the present bid in respect of same location as mentioned in the present bid to any other Ministry/ Department of the Government of India or PSU.

- 7.2 Further the Bidder unconditionally agrees and confirms that in case it is found at any stage that during the financial year in which bid was submitted by the bidder, the bidder had supplied/ agreed to supply similar product systems or subsystems in respect of same location to any other Ministry/ Department of the Government of India or a PSU at a price lower than that mentioned in the present bid ("Lower Price"), then the Buyer by providing a written notice to the Bidder shall be at liberty to apply Lower Price to the contract and accordingly reduce the contract value. The Bidder further undertakes to refund to the Buyer the difference between payment received under the contract and the Lower Price ("Price Difference") within 15 days of receipt of the said written notice.
- 7.3 In case the Price Difference is not received by the Buyer from the Bidder within the period stipulated under clause 7.2, then the Buyer shall be free to recover the Price difference from any amount due and payable to the Bidder under any contract or transaction undertaken with the Buyer.

8. Independent Monitors

- 8.1 The BUYER may appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact, in consultation with the Central Vigilance Commission or any other appropriate Government Service provider.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project procurement, including minutes of meetings.
- 8.5 As soon as the Monitors notice, or have reason to believe, a violation of this Pact, he will so inform the HOD of the BUYER Corporation
- 8.6 The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with the confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitors will submit a written report to the HOD of the BUYER in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its authorised agencies & other Govt. authorities shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the Signing of the contract.

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

13. The Parties hereby sign this Integrity Pact at _____ on _____

13 APPENDIX 13: CODE OF INTEGRITY

[To be executed by the Bidder on the Stamp Paper of ₹ 100/-]

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

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

14 APPENDIX 14: CONFLICT OF INTEREST

[To be executed by the Bidder on the Stamp Paper of ₹ 100/-]

To,

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

Subject: Undertaking of Conflict of Interest for <Tender No.>

Dear Sir,

We hereby offer to **<insert Tender Name><Tender No.>** as specified in this RFP at the prices specified in the commercial bid.

We, the undersigned, do hereby confirmation that we are not involved in any conflict-of-interest situation with one or more parties in this bidding process, including but not limited to:

- (a) receive or have received any direct or indirect subsidy from any of them; or
- (b) have common controlling shareholders; or
- (c) have the same legal representative for purposes of this Bid; or
- (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or
- (e) influence the decisions of BECIL regarding this bidding process.

We, the undersigned, do hereby confirmation that we have not participated in more than one bid in this bidding process and if we participate in more than one bid, then it shall result in the disqualification of all bids in which we are involved.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

15 APPENDIX 15: MSME UNDERTAKING

[To be executed by the Bidder on the Stamp Paper of ₹ 100/-]

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
2. BECIL through this EOI intends to onboard on service provider / agencies for the work.
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

16 APPENDIX 16: FINANCIAL PROPOSAL SUBMISSION FORMAT

[On Bidder's Letter Head]

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

Dear Sir,

We, the undersigned on behalf of <name of the service provider>, wish to submit our offer <title of project> in accordance with your Request for Proposal <RFP reference> dated <insert Date>.

We are hereby submitting our Financial Proposal.

#	Service	Qty	Unit	Working Percentage vis-à-vis Project value for BECIL	Tax%
A	B	C	D	E	F
1	Providing Technology-Enabled Services for Assisting BECIL in Assessment of the beneficiaries of various Skill Training Activities	1	Job		

Note: 1) The bidder must submit the Financial Proposal as a working percentage relative to the project value of the assessment work assigned to BECIL by the Client/ Funding Department, based on either the Common Norms or a standalone BECIL Proposal.

2) The bidder has to provide the application percentage of the Goods and Services Tax.

3) The payment will be released as per actual work executed.

The financial bid for the services as envisaged in the RFP document:

_____ % (in numerals) (excluding GST)

_____ percentage (in words) (excluding GST)

We undertake, if our Proposal is accepted, to start the services with immediate effect or as stipulated in the contract.

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

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date: