REQUEST FOR PROPOSAL (RFP)

FOR SELECTION OF TECHNOLOGY PARTNER FOR CONDUCT OF CYBER/DRONE FORENSIC & DRONE TECHNOLOGY TRAINING

RFP No. BECIL/D&SA/SD/Technology Partner for Conduct of Cyber/Drone Forensics & Drone Technology Training/2026/002
Dated: 27/11/2026

Issued By: (Ms. Shubhi Agarwal, Cyber Forensic Analyst, Strategic Department, BECIL)

Broadcast Engineering Consultants India Limited
(A Government of India Enterprise)
CIN No. : U32301UP1995GOI017744

***Corporate Office*:**
BECIL BHAWAN, C-56-A/17, Sector-62, Noida-201 307
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***Head Office*:**
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Tel: 011-23378823, Fax: 011-23379885
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mailto: stratcyber@becil.com

DISCLAIMER

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

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NOTICE INVITING REQUEST FOR PROPOSAL FOR 'SELECTION OF TECHNOLOGY PARTNER FOR CONDUCT OF CYBER/DRONE FORENSIC & DRONE TECHNOLOGY TRAINING'

RFP No.: BECIL/D&SA/SD/Technology Partner for Conduct of Cyber/Drone Forensics & Drone Technology Training/2026/002, dated: 27/11/2026

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

1. BECIL invites bids from the interested parties for Selection of Technology Partner for CONDUCT OF CYBER/DRONE FORENSIC & DRONE TECHNOLOGY TRAINING in category outlined in the **RFP No. BECIL/D&SA/SD/Technology Partner for Conduct of Cyber/Drone Forensics & Drone Technology Training/2026/002.** Detailed RFP document containing Eligibility Criteria, selection mechanism, other terms & conditions, is available on the website www.becil.com.
2. **The sealed application/bids consisting of all documents** as per the requirement of RFP should be submitted in physical form in original by post or handed over/dropped in Tender Box placed at BECIL Bhawan, Noida; in an envelope, which should be super-scribed as:

"**Application for REQUEST FOR PROPOSAL for SELECTION OF TECHNOLOGY PARTNER FOR CONDUCT OF CYBER/DRONE FORENSIC & DRONE TECHNOLOGY TRAINING**"

RFP No. BECIL/D&SA/SD/Technology Partner for Conduct of Cyber/Drone Forensics & Drone Technology Training/2026/002 Dated: 27/11/2026.

Tender Schedule

Sr. No.	ACTIVITY	SCHEDULED DATE & TIME
1.	**RFP Number**	**BECIL/D&SA/SD/Technology Partner for Conduct of Cyber/Drone Forensics & Drone Technology Training/2026/002**
2.	**Date of Issue of RFP**	**27th November 2026**
3.	**Last date and Time for Submission of bids**	**11th December 2026 up to 1030 hrs.**
4.	**Date and Time for Opening of Bids**	**14th December 2026, on 1130 hrs.**
5.	**Date and time of Pre-bid Meeting**	--
6.	**Availability of Document**	https://www.becil.com & **https://etenders.gov.in**
7.	**Bid Validity**	45 Days from issue of RFP
8.	**Tender Fees**	17,700/- (inclusive of GST)
9.	**EMD (Refundable)**	INR 1,40,000.00 (Rs. One Lakh Forty Thousand only) **(Exempted for MSE & Startups)**
10.	**Address for Communication of bids**	BECIL Bhawan, C-56 / A -17, Sector - 62, Noida-201307.

11.	**Contact details for this RFP**	**(Ms Shubhi Agarwal, Cyber Forensic Analyst)** Tele- 9205968875, Email – stratcyber@becil.com

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

Sd/-

(Shubhi Agarwal, Cyber Forensic Analyst)
Broadcast Engineering Consultants India Limited (BECIL)
C – 56, A/17, Sector – 62, Noida – 201307 (Uttar Pradesh)
Email – stratcyber@becil.com
Phone – 9205968875

Section-1: Profile of the Company

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

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

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

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

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

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

Section-2: Purpose of RFP/Scope of work/Bill of Materials

2.1 PURPOSE OF THE RFP

Broadcast Engineering Consultants India Limited (BECIL), a Government of India Enterprise functioning under the aegis of the Ministry of Information & Broadcasting, hereby invites proposals from competent, credible, and technically proficient agencies/vendors for establishing 'BECIL Technology Partner for Conduct of Cyber/Drone Forensics & Drone Technology Training' for imparting specialized training in the discipline of Cyber Forensics. Any work orders/assignments received by BECIL from any client related to Conduct of Training in the specified fields as per RFP, will be executed/implemented by the selected bidder.

2.2 SCOPE OF WORK

The scope of work under this RFP encompasses the entire gamut of activities and deliverables necessary for imparting training on Cyber/Drone Forensics & Drone Technology to Participants registered with BECIL. The selected vendor shall be responsible, inter-alia, for the following:

(a) **BECIL Technology Partner for Conduct of Cyber/Drone Forensics & Drone Technology Training:** The selected vendor will be engaged as BECIL's Technology Partner for Conduct of Cyber/Drone Forensics & Drone Technology Training for Strategic Department of BECIL.

(b) **Deployment of Eligible Resources:** The vendor shall deploy suitably qualified and eligible trainers/resource persons for the project. A minimum of two trainers shall be deployed as per date specified by BECIL, to be gradually enhanced in proportion to the number of students/candidates enrolled and the training schedule prescribed from time to time.

(c) **Provision of Hardware and Software:** The vendor shall make available all requisite hardware and software, including forensic tools, laboratory equipment, licenses, and allied infrastructure, in accordance with the technical specifications and requirements stipulated at Annexure 1C.

(d) **Conduct of Training:** The two trainers deployed by the vendor within as per date specified by BECIL shall impart virtual and on-site training in accordance with the requirements, curriculum, and standards prescribed for the programme, ensuring quality, consistency, and adherence to the defined learning outcomes, as per oversight of Strategic Department of BECIL.

(e) **Provision of Training Material:** The training course material shall be provided by BECIL, along with the corresponding training schedule, and the vendor shall ensure that the training so imparted is aligned with the said material and schedule.

(f) **Certification:** Upon successful completion of the course by an enrolled candidate, a certificate in recognition thereof shall be provided by BECIL.

(g) **Travel and Logistics:** The team of two to three trainers deployed by the vendor shall travel to the designated site/institution for the purpose of conducting the training programme, and the expenses incurred towards such travel shall be borne solely by the vendor. However, effort will be made by BECIL to ensure that the boarding, lodging, food, and local travel/conveyance of the said trainers at the site shall be borne by the respective University/Institution where the training

programme is conducted.

2.3 KEY RESULT AREA (KRA) MATRIX — ROLES & RESPONSIBILITIES

S.No	Key Result Area (KRA)	PSU (BECIL)	Vendor
1. INFRASTRUCTURE			
(a)	Provision of Hardware (List as per Annexure 1C)	**No**	**Yes**
(b)	Provision of Software/Licenses (List as per Annexure 1C)	**No**	**Yes**
(c)	Maintenance of Hardware & Software (List as per Annexure 1C)	**No**	**Yes**
(d)	Maintenance of Training Space/Facility	**Yes**	**No**
(e)	Inspection & Quality Check of Infrastructure	**Yes**	**No**
2. TRAINING			
(a)	Marketing/Promotion of Training Programme (Lead Role)	**Yes**	**Yes**
(b)	Development of Training Course Material	**Yes**	**Yes**
(c)	Preparation of Training Schedule	**Yes**	**Yes**
(d)	Deployment of Trainers	**No**	**Yes**
(e)	Delivery/Implementation of Training	**No**	**Yes**
(f)	Implementation of Training Schedule	**No**	**Yes**
(g)	Development of Feedback Questionnaire	**Yes**	**No**
(h)	Collection of Feedback Data	**No**	**Yes**
(i)	Review & Analysis of Feedback (Reviewing Authority)	**Yes**	**No**
(j)	Issuance of Certification	**Yes**	**No**
3. EVALUATION			
(a)	Facilitation of Annual Evaluation Process	**No**	**Yes**
(b)	Final Review & Assessment (Annual Evaluation)	**Yes**	**No**
4. PROJECT CLOSURE			
(a)	Issuing Exit Notice (in the event the project is deemed non-viable)	**Yes**	**Yes**
(b)	Handover of Hardware & Software post Project Completion	**Yes**	**Yes**

2.4 BILL OF QUANTITY/TECHNICAL REQUIREMENTS – Attached as Annexure 1C

2.5 MANPOWER REQUIREMENTS – Attached as Annexure 1D

2.6 ANNUAL EVALUATION OF THE PROJECT

An annual evaluation of the project shall be conducted to assess the overall performance and continued viability of the project. The Annual Evaluation shall be undertaken on the basis of, inter-alia, the following parameters:

(a) **Infrastructural Inspection:** Inspection of the infrastructure, hardware, software, and allied facilities, including a comprehensive quality check thereof.

(b) **Effectiveness of Trainers:** Assessment of the effectiveness, competence, and performance of the trainers deployed under the project.

(c) **Attendance and Enrolment:** Review of the attendance and/or enrolment figures pertaining to the number of students/candidates undergoing training.

(d) The overall evaluation process shall be facilitated by the vendor; however, the final review and assessment shall be undertaken by BECIL, on the basis of the parameters enumerated hereinabove.

Section-3 Instruction to Bidders

3.1 Availability of RFP Document

This RFP document is available on BECIL's website www.becil.com and **https://etenders.gov.in** to enable the Bidders to view and download, and to submit offline bids up to the last date and time mentioned in **Notice inviting Request for Proposal**.

3.2 Pre-Bid Meeting

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

3.2.2 The Bidders will ensure that their pre-Bid queries with regard to the RFP to be addressed by BECIL during the pre-Bid meeting, shall reach by email on or **before 1700 Hours on 1st December 2026 to the Email id: stratcyber@becil.com**

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

Table 1: Format for pre-Bid Queries

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

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

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

3.2.4.2 At any time prior to the last date for receipt of Bids, BECIL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by issuing a corrigendum.

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

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

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

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

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

3.3 Debarment

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

3.4 Preparation and Submission of Bid

3.4.1 Language

The Bid document prepared by the Bidder, as well as all correspondence and documents relating to the bid, exchanged by the Bidder and BECIL shall be written in English only. The supporting documents and printed literature furnished by the Bidder with the bid may be in

English or Hindi. But in case of any other language, they must be accompanied by translations of all the pertinent passages in the English language only, and shall be duly authenticated and certified by the bidder. The supporting materials other than in Hindi or English, if translated into any other language, other than English or Hindi, shall not be considered by BECIL.

3.4.2 Documents constituting the Bid

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

(a) <u>Pre-qualification and Technical Bid</u> — Technical Bid shall comprise of:

(i) **Qualification Compliance Documents** – This includes copies of required documents justifying that the Bidder is qualified to perform the contract if Bid is accepted, and the Bidder has financial & technical capability necessary to perform the contract and meets the criteria outlined in the Qualification Criteria mentioned in RFP and fulfils all the technical conditions of the contract/RFP.

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

- **Annexure-1A**- Pre-qualification Criteria
- **Annexure-1B**- Technical Evaluation Sheet

(b) <u>Financial Bid</u>

i. Bidders shall submit Financial Bid in the Excel Sheet as per format mentioned at Annexure – 17.

ii. Bidders shall qualify for Financial Bid opening as per **Annexure – 1B** (Technical Evaluation).

(c) Final selection of vendor shall be based on Financial Bid criteria achieved as per Annexure – 1B.

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

"Application for REQUEST FOR PROPOSAL for Selection of Technology Partner for Conduct of Cyber/Drone Forensic & Drone Technology Training".

RFP No. BECIL/D&SA/SD/Technology Partner for Conduct of Cyber/Drone Forensics & Drone Technology Training/2026/002 Dated: 27/11/2026

3.4.4 Documents establishing Bidder's Qualification

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

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

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

3.4.5 Formats and Signing of Bid

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

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

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

Deadline for submission of Bid is 11th December 2026 upto 1030 hrs. on https://etenders.gov.in only.

3.4.6 Physical Submission of Bid

3.4.6.1 The duly signed Hard Copy of the Bid/Techno Commercial Proposal is to be submitted in a packed and sealed envelope, in Tender Box, BECIL BHAWAN C56/A17 Sector 62 Noida (UP) 201307 by 14th December 2026 till 1030 hrs and must be addressed to:

Ms. Shubhi Agarwal
Cyber Forensic Analyst
Broadcast Engineering Consultants India Limited (BECIL)
BECIL Bhawan, C – 56, A/17,
Sector – 62, Noida – 201307 (Uttar Pradesh)
Phone – 9205968875

3.4.6.2 Technical Bid, Financial Bid and Tender Fees/EMD should be sealed in separate envelope which in turn should be sealed in an envelope and addressed as mentioned Para 3.4.6.1. Submission of the Tender Fees/EMD, Technical Bid and Financial Bid in the same envelope shall result in rejection of the bid.

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

3.4.6.4 Submission of both online bid and physical bid is mandatory. Failure to do so shall result in rejection of bid.

3.5 Late Bid

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

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

3.6 Withdrawal and re-submission of Bid

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

3.6.2 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of period of Bid validity (45 Days). Withdrawal of a Bid during this interval may result in the forfeiting of Bidder's EMD.

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

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

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

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

3.7.2 BECIL reserves the right to reject any Bid if:

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

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

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

3.7.4 In case it is found during the evaluation or at any time before signing of the Contract/MoU or after its execution and during the period of subsistence thereof, the bidder has made material misrepresentation or has given any materially incorrect or false information, the bidder shall be disqualified forthwith if not yet selected either before the selection or entering into the

Contract/MoU, and if the bidder has already been selected or has entered into the Contract/MoU, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP/RFP, be liable to be terminated, by a communication in writing by BECIL to the bidder, without BECIL being liable in any manner whatsoever to the bidder or agency, as the case may be. In such an event, BECIL shall forfeit and appropriate the Fee as the case may be, as compensation and damages payable to BECIL for, inter alia, time, cost and effort of BECIL, without prejudice to any other right or remedy that may be available to BECIL.

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

3.8 Correspondence with Bidder

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

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

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

3.8.4 The Bidder shall have to furnish, as part of its Bid, following **Tender fee (non-refundable) of INR 17,700/- inclusive of GST (acknowledgement to be attached with the bid) and Security Deposit of INR 1,40,000/-** in the **form of Demand Draft (validity of 3 Months from Date of Bid Submission) from a scheduled Bank, drawn in favour of Broadcast Engineering Consultants India Limited (BECIL) payable at Delhi or online detailed as Annexure – 16 (Bank Mandate Form).**

3.8.5 Bid received without the Security Deposit and Tender Cost shall be rejected outright as nonresponsive.

3.8.6 No further communications, in this regard, shall be entertained by BECIL However, MSE Bidder shall be considered as per provisions of the relevant Act, on submission of valid MSE certificate.

3.8.7 The security deposit of the unsuccessful bidders will be returned within 30 days of completion of empanelment process by BECIL.

3.9 Amendments in RFP Document

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

3.10 Terms & Conditions of Bid

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

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

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

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

3.11 Deviations in Terms and Conditions of RFP

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

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

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

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

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

3.12 Right to Publish

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

3.13 Due diligence by Bidders

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

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

3.14 Clarifications from Bidders

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

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

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

3.15 Taxes & Duties

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

3.15.2 As regards the GST, Income Tax, Surcharge on Income Tax, Employee Provident Fund, Gratuity, Bonus, **Maternity Leave and any other statutory compliances/payments, approvals** or taxes including Tax Deduction at Source, the **Bidder shall be responsible** for such payment to the concerned authorities within the prescribed period.

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

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

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

3.16 False or Misleading Claims

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

Section-4

Pre-Qualification Criteria and Technical Evaluation Sheet

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

(a) The bidders have to submit documents as per their eligibility and requirement given below:

- **Annexure-1A**
- **Annexure-1B**

Section-5: Opening of Bids

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

Section-6: Evaluation of Bids/Proposals

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

6.2 Bid Evaluation Procedure

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

Stage-1

*Confirmation of EMD

Stage-2:

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

Stage-3:

*Technical bid Evaluation (Marking)

On each of these parameters, the bidders would be required to meet the qualification/ evaluation criteria as detailed in succeeding paras.

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



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



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



The bidder will be selected based upon the highest technical marks obtained out of 100 marks as specified in technical qualifications criteria

6.2.2 Stage-1 of Confirmation of Original Demand Draft for EMD

- The Evaluation Committee would confirm availability of Original Demand Draft for EMD.
- In case of MSEs, valid Certificate in the specific domain, duly signed and stamped must be submitted, which will be verified by the Evaluation Committee on the MSME portal.

- In case of unavailability of Original Demand Draft for EMD or in case of invalidity of MSME Certificate, the bid shall be rejected and the bid will not be eligible for next stages of evaluation.

6.2.3 Stage-2 of Evaluation of Pre-Qualification Proposal

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

- An Evaluation Committee would perform an initial review of the Pre-Qualification Proposals and the proposals shall be scrutinized for the responsiveness as set in the pre-qualification criteria, and for the completeness of required supporting documents as required to establish the Eligibility claim.

- The pre-qualification criteria are listed out in **Annexure 1A.**

6.2.4 Stage-3 of Evaluation of Technical Proposal

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

(a) **Technical Proposal:** The bidder's technical credentials and marking scheme will be evaluated as per the requirements specified in the RFP Annexure-1B**.**

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

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

(d) The bidder securing the highest technical marks out of 100 marks as specified in technical qualifications criteria will be selected.

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

Section-7: Selection of the Bidder

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

7.1 Notification of Selection

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

- The receipt of this letter shall be acknowledged by the successful bidder in writing and shall send their acceptance letter (hereinafter the "Letter of Acceptance") along with the required.

- In case the successful bidder is unable to accept the LOI, EMD submitted by such bidder shall be forfeited. BECIL may invite other bidder in order of their raking (in order of their marks) for acceptance of LOI.

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

7.2 Security Deposit

7.2.1 The successful bidder shall submit Performance Security Deposit in the form of **Performance Bank Guarantee** (as per **Annexure-15**) **@5%** of estimated work order issued to selected agency or as per client RFP with BECIL, within ten (10) days of the date of receipt of Letter of Intent, from a nationalized/scheduled bank acceptable to BECIL payable on demand, for the due performance and fulfilment of the contract by the bidder.

7.2.2 The validity of Security Deposit will be 3 years with additional claim period of 6 months, beyond the contract/MoU end date. In case of extension of the Contract/MoU, the validity period of Security Deposit will be extended by the vendor accordingly.

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

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

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

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

7.3 Signing of MoU and Contract

7.3.1 Once BECIL notifies the successful bidder that its proposal has been accepted, pursuant to the bidder acknowledging the Letter of Intent (Lol), the successful bidder and BECIL shall sign an MoU with BECIL within seven (07) days of submission of Security Deposit. The MoU attached with this RFP is indicative in nature and the finalised MoU, with approved provisions will be shared with the Selected Vendor at a later stage.

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

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

7.4 Period of Service

7.4.1 Initially, the agency shall be on boarded **for an initial period of Three (03) Years extendable annually, subject to yearly performance assessment & satisfactory performance of the selected agency/bidder**. However, in case the performance is found unsatisfactory the MoU shall be terminated by BECIL without assigning any reason to the Vendor. After the end of the initial period, BECIL reserves the right to either continue with the existing vendor with either same or revised terms and conditions as mutually agreed by both parties. However, in case any project is under execution through the selected agency/ bidder at the end of the current engagement period, the project shall continue to be executed by the vendor till its contractual completion (as applicable).

7.4.2 Extension of Contract

(a) A Committee shall be constituted by BECIL to review/evaluate/re-assess vendors' performance during their contract period; based on the following criteria:

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

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

Section-8: General Terms & Conditions

8.1 RELATIONSHIP BETWEEN THE PARTIES

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

8.2 INTELLECTUAL PROPERTY RIGHTS

8.2.1 Outputs, plans, drawings, specifications, designs, reports and other documents submitted by the vendor/ bidder/ agency under this RFP and subsequent to this RFP in relation with this tender shall become and remain the property of BECIL/procuring entity. Each Party shall retain ownership of its pre-existing intellectual property, including methodologies, frameworks, tools, and know-how 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. Deliverables and software shall remain the property of BECIL until the termination of MoU.

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

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

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

8.3 LAND AND BORDER PROVISION

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

8.4 INDEMNITY

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

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

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

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

8.5 SIGNING OF NON-DISCLOSURE AGREEMENT

Except with the written consent of the Buyer, the bidder shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

Bidders interested to participate in this RFP, shall have to sign a NON-DISCLOSURE AGREEMENT with BECIL on a non-judicial stamp-paper of Rs. 100. Participation without undertaking for compliance to above shall be invalid and such bids shall not be considered by BECIL.

8.6 CODE OF INTEGRITY

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

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

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

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

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

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

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

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

8.7 CONFLICT OF INTEREST

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

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

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

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

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

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

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

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

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

8.8 UNDUE INFLUENCE

8.8.1 The Agency/Bidder undertakes that it has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the BECIL or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India.

8.8.2 Any breach of the aforesaid undertaking by the Agency/Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Agency) or the commission of any offers by the Agency or anyone employed by him or acting on his behalf, as defined in the Bharatiya Nyaya Sanhita, erstwhile known as the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle BECI to cancel the contract and all or any other contracts with the Agency and recover from the Agency the amount of any loss arising from such cancellation, from the present or from any other contract with BECIL.

8.9 UNLAWFUL/UNETHICAL PRACTICES

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

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

8.9.3 If the Bidder uses intimidation / threats or bring undue outside pressure on BECIL or any of its official for acceptance / performances of the deliverable/qualified work under the contract

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

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

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

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

8.11 BLACKLISTING/ DEBARMENT

The Bidder/Contractor shall be debarred/blacklisted from bidding for the contract/tender floated by BECIL for a period of two years, for as per the General Financial Rules 2017 and the Guidelines for debarment of firms from bidding issued by the Department of Expenditure, Ministry of Finance no. F1/20/2018 –PPD dated 02.11.2021.

8.12 RISK AND COST CLAUSE

8.12.1 In case of persistent breach/default of the terms and conditions of the Contract and due to abnormal delay (beyond the maximum late delivery in the Liquidated damages clause) in supplies, defective supplies or non-fulfilment of any of the terms and conditions of the RFP and the Work Order, BECIL may cancel the contract/Work Order in full or part thereof, and will procure supplies/equipment's or ensure the execution of work or any pending service in case of service contract from other willing vendor at the risk and cost of the Bidder.

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

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

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

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

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

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

8.13 PENALTIES

8.13.1 In the event of any penalties, deductions, disincentives, or charges levied by the Client due to poor or substandard quality of work, non-compliance with service standards, or any deficiencies related to the assigned scope of work, the same shall be recovered from the Bidder.

8.13.2 The Bidder shall bear the full financial responsibility for such penalties or deductions imposed on BECIL by the Client and will not be entitled to claim any reimbursement or adjustment for the same.

8.14 CONFIDENTIALITY

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

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

8.15 RIGHT TO INSPECTION

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

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

8.16 TERMINATIONS

8.16.1 Termination of Contract by BECIL due to unsatisfactory performance

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

To terminate the contract without prejudice to any other remedy available under the Contract. That a notice of cure, highlighting the deficiency or problem shall be served on the Agency /Bidder by BECIL, with an opportunity to cure the same within a period of 30 days. That on the non-resolution of deficiency, a notice of termination shall be served on the Agency/Bidder and the Contract shall be deemed terminated after a period of 30 days from the date of notice of termination.

8.16.2 Termination due to Breach

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

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

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

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

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

(iv) If the Bidder defaults in proceeding with the works/job with due diligence and continues to do so after a notice in writing of fifteen (15) days from BECIL; If the Bidder has obtained the contract as a result of undue of influence or adopted unethical means/ corrupt practices.

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

8.16.3 Termination due to Insolvency

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

shall be at liberty :-

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

8.16.4 **Termination for Convenience**

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

8.16.5 **Exit by Either Party:** In the event that either party is of the considered view, at any point during the subsistence of the project, after initial lock-in period of 1 year, that the continuation thereof is not viable or feasible, such party shall be entitled to exit from the project by furnishing a prior written notice of three (3) months to the other party, along with sufficient evidence, based on the review and feedback mechanism, substantiating such non-viability.

8.17 POST TERMINATION RESPONSIBILITY

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

8.17.2 That any pending bills raised by the Bidder, prior to or post the termination of the Contract on account of the breach of the terms and conditions of the contract, shall be put on hold, till the time, the corresponding payment is received from the Client and any amount deducted by the Client against the bills raised by BECIL shall be consequently deducted from the bills raised by the Bidder respectively.

8.17.3 The Bidder shall forthwith stop any of its work then in progress, except such work as BECIL may, in writing, require to be executed at the designated site/premises.

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

8.18 NOTICES

Any notice, invoice, approval, advice, report or notification in connection with this Contract shall be in writing and any notice or other written communication pursuant hereto shall be signed by the party issuing the same and shall be addressed to the BECIL or the Bidder and may be given by delivering the same by hand or sending the same-by prepaid registered mail, official e-mail or facsimile to the relevant address forth below or such other address as each Party may notify in writing to the ether Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if

given official e-mail or facsimile) or Fifteen (15) clear days after posting (if sent by post) at the Party's principal or registered office address as set out below:

Ms. Shubhi Agarwal
Cyber Forensic Analyst
Broadcast Engineering Consultants India Limited (BECIL)
BECIL Bhawan, C – 56, A/17,
Sector – 62, Noida – 201307 (Uttar Pradesh)
Email: stratcyber@becil.com
Phone – 9205968875

8.19 NO WAIVER

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

8.20 AMENDMENT

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

8.21 ARBITRATION

8.21.1 Conciliation of Dispute

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

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

8.21.2 Reference of Dispute to Arbitration proceeding post conciliation

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

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

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

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

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

(f) The award of Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by both the parties.

(g) The provision of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time shall apply to the Arbitration proceedings under this Contract.

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

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

8.22 JURISDICTION

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

8.23 FORCE MAJEURE

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

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

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

8.24 SUBCONTRACTING

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

8.25 EXTENSION OF TIME

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

8.25.2 Any period within which Bidder is unable to complete the work or perform its obligations due to persistence of force majeure event, shall be extended for a period equal to the time during which the Bidder was unable to perform such action.

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

8.26 TRANSFER AND SUB-LETTING

Transfer and sub-letting is not allowed.

8.27 ASSIGNMENT

8.27.1 All terms and provisions of this 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.

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

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

8.28 NON-EXCLUSIVE

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

8.29 PERSONNEL

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

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

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

8.30 COMPLIANCE WITH APPLICABLE LAW

Each Party to the Contract/ Agreement / work order accepts that its individual conduct shall (to the extent applicable to it) always comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken. In case of changes in such laws, rules and regulations which result in a change to the Services, shall be dealt with as an exceptional situation with the objective to realign the part getting violated under the revised laws with minimal changes to achieve the objective existent prior to the change. For avoidance of doubt, the obligations of the Parties to the Contract are subject to their respective compliance with all local, state, national, supra-national, foreign and international laws and regulations.

8.31 SEVERABILITY

If any provision of the Contract/ Agreement / work order, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable; the illegality, invalidity or un-enforceability of such provision or part provision shall not affect the other provisions of the Contract/ Agreement / work order or the remainder of the provisions in question which shall remain in full force and effect. The concerned Parties shall negotiate in good faith to agree to substitute for any illegal, invalid or unenforceable provision with a valid and enforceable provision which achieves to the greatest extent possible the economic, social,

legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.

8.32 ENTIRE CONTRACT

The Contract/ Agreement / work order with all Appendices and Schedules appended thereto, contents and scope/ specifications of the 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.

8.33 LIQUIDATED DAMAGES

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

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

(b) The amount towards Liquidated Damages shall become leviable from the scheduled completion date or from the expiry of the extension, if any, given by BECIL without the levy of Liquidated damages.

(c) BECIL may without prejudice to its right to effect recovery by any other method, deduct the amount of Liquidated Damages from any money belonging to the Bidder which has become due or payable (which shall also include BECIL's right to claim such amount against Bidder's Bank Guarantee) from any of the contracts being executed with BECIL.

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

8.34 POWER OF ATTORNEY

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

Section-9: Special Terms & Conditions

9.1 The back-end Partners

(a) Since the back-end Partners will be an important stakeholder in the specific project, following are the responsibilities of the vendor:

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

(ii) The selected agency/ bidder shall support BECIL in implementation of the project, as agreed in the RFP/Contract with the client.

(iii) The selected agency/ bidder shall abide by agreed terms and conditions for the complete period of contract.

(iv) The selected agency/ bidder will share leads for potential business opportunities for BECIL.

(v) The selected agency/ bidder shall provide pre-sales support to BECIL in responding to specific RFPs/Tenders etc.

(vi) The selected agency/ bidder shall respond to each request for quotation raised by BECIL within stipulated time decided by BECIL.

(vii) The selected agency/ bidder will support BECIL in preparation of the tender response (Technical & Commercial).

(viii) The selected agency/ bidder shall be responsible for all compliances, while participating in any tender/RFP/EOI/Project with BECIL.

(ix) The selected agency/ bidder needs to sign an NDA on case-to-case basis.

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

(xi) Wherever required, specific purchase order will be issued and/or agreement will be signed with respective vendor for specific business opportunity (RFP/Tender/Bid). Terms & Conditions like LD, Penalty, SLA, payment terms, etc. shall be finalized on case-to-case basis depending upon BECIL/End-Client requirement.

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

9.2 MSME

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

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

9.3 Decisions and Instructions

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

9.4 Trademarks and Publicity

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

9.5 Title and Risk

All risks, provisions (LD, indemnity and penalties), liabilities, and obligations subject to the defined scope, fees, and timelines to be performed as a part of the Scope of Work of the selected agency/ bidder shall be borne by the selected agency/ bidder. The selected agency/ bidder shall always ensure that the hardware, software, any other infrastructure used for performing the contract shall be free from any lien, charges or other claims, and they are to use only authorized software. The total exposure of the Vendor shall not exceed the agreed **liability cap**.

Section-10: Commercial Terms & Conditions

10.1 Each bidder is required to accept the following terms and conditions: -

1.	**Capital expenditure**	(a) Supply and installation of Hardware/Software at BECIL, Noida as per **Annexure-1C** (b) **Govt. Notarised Affidavit confirming installation of these equipments on date specified by BECIL to be submitted with this BID**
2.	**Operational cost**	(a) **Affidavit for deployment of Two well qualified Cyber Forensic Trainers, as mentioned at Annexure-1D, at BECIL on date specified by BECIL to be submitted along with this BID.** (b) Cost of Travel of Training Faculty for On-Site Training across India will be borne by the selected Vendor.
3.	**Training at a 'University' with effect from Nov 2026/date specified by BECIL**	Deliverables & Details Attached at **Annexure 1E**
4.	**Delivery of following 'Pre-approved Training Programs' of BECIL, duly listed with NASSCOM**	(a) Industrial Training cum Experience Certificate Program (30 Days): Rs 11,800/- per participant (Inclusive of 18% GST) (b) Level-1 Certificate Program in Cyber Forensics (05 Days): Rs 2950/- per participant (Inclusive of 18% GST) (c) Skill Building Program in Cyber Forensics (15 Days): Rs 5900/- per participant (Inclusive of 18% GST) (d) Digi Udaan: Advanced Forensic Analysis of Unmanned Aerial System (UAS): Rs 12,999/- (Inclusive of 18% GST)
5.	**Other Projects**	(a) The selected Vendor will also deliver Cyber/Drone Forensic Training for other Colleges/Universities/Institutes as decided by BECIL

		(b) The financials will be mutually decided on Project-to-Project basis.
6.	**Revenue Sharing**	(a) Bidders shall confirm that they are willing to offer >30% Revenue Share to BECIL to qualify. (b) The offered Revenue Share for BECIL shall be applicable to all training programs mentioned at Sr No 3, 4 and 5 of Clause 10.1 (Commercial Terms & Conditions) (c) Exact Revenue Share proposed to be offered by the bidder will be submitted in a Sealed Envelope in the Financial Bid.
7.	**Invoice**	Tax invoice should be raised in the name of "Broadcast Engineering Consultants India Limited" GST No. 09AAACB2575L1ZG Address- C-56/A-17, Sector-62, Noida, Uttar Pradesh- 201307
8.	**Performance Bank Guarantee**	(a) The successful bidder shall have to furnish a Performance bank guarantee (PBG) within 10 working days after issuing of 'Letter of Intent', in favor of Broadcast Engineering Consultants India Ltd," for an amount equal to 5% of estimated order value and will be valid for 3 years with additional claim period of 6 months, beyond the contract/MoU end date. PBG for each subsequent project/assignment (5% of Project Value or back to back equal amount of client PBG, whichever is higher) received by BECIL will be collected from the bidder in addition to the above mentioned PBG. (b) The PBG is to be valid for the entire training liability period. (c) No interest is payable on PBG. (d) PBG will be released by BECIL in case of termination of the contract.
9.	**Taxes clause**	(i) TDS as applicable will be deducted from the bills. (ii) GST amount claimed by the agency in the invoices will be on hold till the same reflects in the GST portal. The amount will be processed after the submission of undertaking by the agency including proof of payment/challan and GSTR-3B.
10.	**Compliance Statement**	A point-by-point full compliance statement in respect to all parameters related to the concerned equipment/items/manpower should be submitted in the prescribed format given at Table 1.

Table 1

COMPLIANCE STATEMENT PERFORMA

Sr. No.	Sr. No. of Specification	Description of Specification	Compliance (Yes/No)	Deviation, if any, to the specification	Optional Items , if any, required for the completeness of system
1					
2					
3					

Annexure-1A

Pre-Qualification Criteria

S. No.	Eligibility Criteria	Requirement	Documentary Evidence
1	**Legal Registration**	Bidder shall be an Indian Company incorporated under Companies Act, 1956/2013, or an LLP registered under LLP Act, 2008, or a Partnership Firm registered under Indian Partnership Act, 1932. Bidder should have been operational for at least 7 years as on tender publication date, including name changes, mergers or acquisitions.	Certificate of Incorporation / Registration Certificate
2	**Average Annual Turnover (NOTE:** For the purpose of this criterion, standalone turnover of only the bidding entity will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered.)	**For MSE & Startups** **Minimum Average Annual Turnover:** The Bidder must have a **minimum average annual turnover of ₹5 Crore** during FY **2023–24, 2024–25 and 2025–26**. **For other Bidders** **Minimum Average Annual Turnover:** The Bidder must have a **minimum average annual turnover of ₹30 Crore** during FY **2023–24, 2024–25 and 2025–26**.	Audited Balance Sheets, ITRs, GST & PAN and CA/Statutory Auditor Certificate The Certificate must be issued after 27th November 2026 with valid UDIN. Certificate without UDIN No. will be rejected.
3	**Net Worth**	**For MSE & Startups** **Positive Net Worth:** The Bidder must have **average positive net worth of at least Rs 50 Lakhs for each of the last three (3) financial years as on 31 March 2026**. **For other Bidders** **Positive Net Worth:** The Bidder must have **average positive net worth of at least Rs 2 Crores for each of the last three (3) financial years as on 31 March 2026**.	Auditor/CA-certified statement The Certificate must be issued after 27th November 2026 with valid UDIN. Certificate without UDIN No. will be rejected.
4	**Solvency**	**For MSE & Startups** Bidder must have the solvency/credit facility/ Financial capability from the bank for minimum value of INR 5 Lakhs **For other Bidders** Bidder must have the solvency/credit facility/ Financial capability from the bank for minimum value of INR 30 Lakhs	Certificate with tender reference/ Sanction letter from the Bank, issued specifically in favour of BECIL and be tender specific. The certificate should be issued between 27th November 2026 to 11th December 2026 (period of RFP issued)

5	**Blacklisting / Bankruptcy**	Bidder should not be blacklisted, bankrupt or undergoing bankruptcy/insolvency proceedings by any Central/State Government/PSU in India as on bid submission date.	Undertaking by Authorized Signatory
6	**Certifications**	Bidder should have a valid **minimum CMMI Level 3 or higher and ISO 9001:2015 and higher**.	Valid certificates issued by respective certification authorities
7	**Experience**	**<u>For MSE & Startups</u>** The bidder must have **at least one (1) year of experience in conducting training in the field of Cyber/Drone Forensics/Drone Technologies**. The bidder must also have **at least one (1) Work Order for a similar nature of work involving capacity building/training programs for at least 50 candidates**.	Work Order/Completion Certificate or relevant document; or Work Order /Phase Completion Certificate for ongoing project or relevant document;
		<u>For other Bidders</u> The bidder must have **at least one (1) year of experience in conducting training in the field of Cyber/Drone Forensics/Drone Technologies**. The bidder must also have **at least one (1) Work Order for a similar nature of work involving capacity building/training programs for at least 200 candidates**.	
8	**Training Experience**	**<u>For MSE & Startups</u>** Bidder should have Experience of Conducting Training or Capacity Building Program for any Central/State Government Organisations/PSUs/ Autonomous/Statutory Bodies/Listed Companies for minimum 1 year	Work Order/Completion Certificate or relevant document
		<u>For other Bidders</u> Bidder should have Experience of Conducting Training or Capacity Building Program for any Central/State Government Organisations/PSUs/ Autonomous/Statutory Bodies/Listed Companies for minimum 2 years.	
9	**Key Resources**	Bidder must furnish minimum 5 profiles of Trainers/Subject matter Expert in the field of Cyber/Drone Forensics & Drone Technology who are on their payroll as on 27th November 2026.	Signed CV/Resume certified by Company
10	**Checklist at Annexure- 2**	All checklist documents to be submitted by the bidder as per Annexure-2	

Annexure-1B

Technical Qualification Criteria

<table>
<tr><th>S. No.</th><th>Eligibility Criteria</th><th colspan="2">Requirement & Marking Criteria</th></tr>
<tr><td rowspan="2">1</td><td rowspan="2">Average Annual Turnover</td><td>For MSE & Startups</td><td>For other Bidders</td></tr>
<tr><td>Minimum Average Annual Turnover: The Bidder must have a minimum average annual turnover of ₹5 Crore during FY 2023–24, 2024–25 and 2025–26.

Total Marks – 20
Bidder Company’s Average Turnover in last three FYs
1. Turnover of 05 to 10 Cr. – 10 Marks
2. Turnover of 10.1 to 20 Cr. – 15 Marks
3. Turnover of >20 Cr. – 20 Marks</td><td>Minimum Average Annual Turnover: The Bidder must have a minimum average annual turnover of ₹30 Crore during FY 2023–24, 2024–25 and 2025–26.

Total Marks – 20
Bidder Company’s Average Turnover in last three FYs
1. Turnover of 30 to 40 Cr. – 10 Marks
2. Turnover of 40.1 to 50 Cr. – 15 Marks
3. Turnover of >50 Cr. – 20 Marks</td></tr>
<tr><td rowspan="2">2</td><td rowspan="2">Net Worth</td><td>For MSE & Startups</td><td>For other Bidders</td></tr>
<tr><td>Positive Net Worth: The Bidder must have average positive net worth of at least Rs 50 Lakhs for each of the last three (3) financial years as on 31 March 2026.

Total Marks – 20
Bidder Company’s Net worth in last FY
1. Net worth of 50 Lakhs to 1 Cr. - 10 Marks
2. Net worth of 1.1 Cr. to 2 Cr. - 15 Marks
3. Net worth of > 2 Cr. – 20 Marks</td><td>Positive Net Worth: The Bidder must have average positive net worth of at least Rs 2 Crores for each of the last three (3) financial years as on 31 March 2026.

Total Marks – 20
Bidder Company’s Net worth in last FY
1. Net worth of 2 to 4 Cr. - 10 Marks
2. Net worth of 4.1 Cr to 7 Cr. - 15 Marks
3. Net worth of > 7 Cr. – 20 Marks</td></tr>
<tr><td>3</td><td>Certifications</td><td colspan="2">Bidder should have a valid minimum CMMI Level 3 or higher and ISO 9001:2015 and higher.

Total Marks – 10

Bidder’s CMMI Level Certifications – 5 Marks
1. CMMI Level III – 2 Marks
2. CMMI Level IV – 4 Marks
3. CMMI Level V – 5 Marks
&
ISO Certificates – 5 Marks
1. ISO 9001:2015 – 2 Marks
2. ISO 27001:2022 – 1 Mark (Additional marks)
3. ISO 20000-1:2018– 1 Mark (Additional marks)
4. ISO 45001:2018 – 1 Mark (Additional marks)</td></tr>
</table>

S. No.	Eligibility Criteria	Requirement & Marking Criteria	
4	Cyber/Drone Forensic/Drone Technology Training Experience	**For MSE & Start-ups** The bidder must have at least one (1) year of experience in conducting training in the field of Cyber/Drone Forensics/Drone Technologies**.** The bidder must also have at least one (1) Work Order or relevant document for a similar nature of work involving capacity building/training programs for at least 50 candidates**.** **Total marks-30** 1. Work order for Cyber /Drone Forensic or Drone Training Program- 15 Marks 2. Training Programme (15 marks):- 1. Conducting Training Program for 50-100 Candidates-5 Marks 2. Conduct Training Program for 101 to 200 Candidates-10 Marks 3. Conducting Training program for >200 Candidates- 15 marks	**For other Bidders** The bidder must have at least one (1) year of experience in conducting training in the field of Cyber/Drone Forensics/Drone Technologies**.** The bidder must also have at least one (1) Work Order or relevant document for a similar nature of work involving capacity building/training programs for at least 200 candidates. **Total Marks – 30** 1. Work Order for Cyber/Drone Forensic or Drone training program – 15 Marks 2. Training Programme (15 marks):- 1. Conducting Training Program for 200 to 300 Candidates – 5 Marks 2. Conducting Training Program for 301 to 400 Candidates – 10 Marks 3. Conducting Training Program for more than 400 Candidates – 15 Marks
5	Training Experience	Bidder should have Experience of Conducting Training or Capacity Building Program for any Central/State Government Organisations/PSUs/ Autonomous/Statutory Bodies/Listed Companies for minimum 1 year **Total Marks-20** Experience of Conducting Training or Capacity Building Program 1. Training Conducted for 1 Year- 8 Marks 2. Training Conducted for 2 Years- 15 Marks 3. Training Conducted for 3 Years-20 Marks	Bidder should have Experience of Conducting Training or Capacity Building Program for any Central/State Government Organisations/PSUs/ Autonomous/Statutory Bodies/Listed Companies for minimum 2 years. **Total Marks – 20** Experience of Conducting Training or Capacity Building Program 1. Training Conducted for 2 Years – 8 Marks 2. Training Conducted for 3 Years – 15 Marks 3. Training Conducted 4 Years – 20 Marks
7	Revenue Sharing	Specify whether the Bidder is ready to **offer >30% Revenue Sharing to BECIL** **Yes – Qualified for Financial Bid** **No – Disqualified**	

NOTE:

1. Evaluation is based on Technical Score. Bidders Scoring >60 Marks will be Technically Qualified for Financial Bid opening. The bidder securing the highest marks in the Technical Evaluation (T1) shall be invited first for financial negotiations. The Cost Negotiation Committee (CNC) of BECIL shall negotiate with T1 to secure the highest possible revenue share for BECIL, in accordance with

the Financial Bids received. In the event that T1 fails to match the highest revenue share offered in the Financial Bids, the CNC shall initiate negotiations with T2 and, if required, proceed sequentially to the subsequent technically evaluated bidders until the best financial offer in favour of BECIL is secured.

2. The Revenue Sharing % for BECIL, offered by the Bidder, may be filled in the Financial Bid Sheet of RFP

Annexure 1C

BILL OF QUANTITY/TECHNICAL REQUIREMENTS

Sr No.	Description	Quantity	Specifications	Confirmation
(a)	Mobile Forensic Tool (UFED/MSAB XRY or equivalent)	01	1. Must be capable of acquisition and extraction of all kinds of mobile phones (feature phones, android, iOS, tablets) 2. Must the have feature of lock bypass/password recovery 3. Valid License for 3 years 4. Licensed in the name of BECIL	
(b)	Computer Forensic Tool (Tableau TX1)	01	1. Must be capable of acquisition & extraction of all kinds of Memory/Storage Devices (Pen drive/Hard Drive/SSD) 2. Valid License for 3 years 3. Licensed in the name of BECIL	
(c)	Computer Forensic Tool (FTK Toolkit)	01	1. Must be capable of acquisition & extraction of all kinds of Memory/Storage Devices (Pen drive/Hard Drive/SSD) 2. Valid License for 3 years 3. Licensed in the name of BECIL	
(d)	Desktop Workstation	04	1. Processor – Intel Core i7 or higher 2. OS – 64 bit Windows 11 3. RAM – 32 GB (Min) 4. Storage – 1 TB	
(e)	High-End Laptop	01	Processor – Intel Core i7 or higher OS – 64 bit Windows 11 RAM – 32 GB (Min) Storage – 1 TB	
(f)	LED TV/Panel	01	55 Inch 4K QLED Smart TV	
(g)	Mobile Phones	05	Android – 02 iPhone – 01 Feature Phone - 02	
(h)	Hard-drives	04	500 GB – 02 1 TB - 02	
(i)	Pen-drives	06	128 GB - 02 32 GB – 02 16 GB – 02	

Annexure 1D

MANPOWER REQUIREMENTS

Sr. No.	Manpower	Minimum Qualification	Minimum Quantity
(a)	Technical Trainer	- Education: M.Sc. Forensic Science/B.Tech/ M.Tech/MCA/M.Sc in Computer Science, IT or Cyber Security - Experience: (i) Min. 2 years of experience in Handling Digital Forensic (UFED/FTK/Magnet/XRY/TX1) (ii) Min. 2 years in conducting training of Digital Forensic Tools - Communication Skills: Well-versed in English/Hindi	02 (With Documentary Proof)

Annexure 1E

The Courses to be conducted dedicatedly for a 'University' per semester are as follows:

1. Credit Based Online Course in Cyber Forensics / Digital Forensics:

Revenue from Segment (In Rs.)	GST @ 18% (In Rs.)	Total Collection (In Rs.)
42,373/-	7,627/-	50,000/-

- The total course duration shall be 60 hours.
- The theoretical classes shall be conducted in online mode.
- The practical sessions shall be conducted at University campus.
- The Course Fee is for one batch of students per semester.
- The current prices for this module shall be applicable only for the inaugural course.
- The prices may be revised subsequently with mutual agreement between both parties.

2. Level-1 Certificate Course in Cyber Forensics / Digital Forensics

- Duration: 6 Months (Theory & Practical)
- Theory: 4 Months (Online)
- Practical: 1 Month (At University Campus)
- Project & Examination: 1 Month (At University Campus)
- Minimum Participants: 25
- Fee Structure: Rs. 25,000/- per student

Revenue from Segment (In Rs.)	GST @ 18% (In Rs.)	Total Collection (In Rs.)	BECIL's Share (70%) (In Rs.)	University's Share (30%) (In Rs.)
5,29,661/-	95,339/-	6,25,000/-	3,70,763/-	1,58,898

Annexure –2

Check List

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

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

16.	Statutory Registrations: • Goods and Service Tax Department, • TAN • PAN • ESIC Registration • EPFO Registration • Labour Department Registration • Shop Establishment	Valid Certificate for each of the registration along with the latest ESI/PF Challans for Last 3months and ITRs for last 2 years.	
17.	Turnover	Certificate from the Statutory Auditor/CA on Turnover details along with Audited & Certified Balance Sheet and Profit/Loss Account for the last 3 (Three) Financial Years (2023-24, 2024-25 and 2025-26) **Note :** C.A Certificate issued after the date of floating of RFP will be considered.	
18.	Bank Solvency/ Credit facility	Certificate with tender reference/ Sanction letter from the Bank, issued specifically in favour of BECIL and be tender specific. The certificate should be issued between 27th November 2026 to 11th December 2026 (period of RFP issued)	
19.	Technical Employee Strength of Bidder/ Specialized Professionals	Certificate from CA firm/Statutory Auditor clearly stating the number of Technical employees on bidder's Payroll for respective scope of work, as on bidding date	
20.	CMMI Certificate	Copy of valid Certificate	
21.	ISO Certificate	Copy of ISO Certificates: ISO 9001:2015 ISO 27001:2022 ISO 20000-1:2018	

Yours Sincerely,

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

Designation:
Date:
Seal:

Annexure - 3

Format of Covering Letter

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

RFP No. ***BECIL/D&SA/SD/Technology Partner for Conduct of Cyber/Drone Forensics & Drone Technology Training/2026/002*** *Date: 27/11/2026*

Ms. Shubhi Agarwal
Cyber Forensic Analyst
Broadcast Engineering Consultants India Limited (BECIL)
BECIL Bhawan, C – 56, A/17,
Sector – 62, Noida – 201307 (Uttar Pradesh)

Subject: Submission of Technical Bid

Category Applied for:

Dear Sir,

1. We, ***(name of the company/firm)*****,** have examined the Bid, the receipt of which is hereby duly acknowledged. We, hereby, offer to provide the professional services as required and outlined in the Bid Document for Selection of Technology Partner for Conduct of Cyber Forensic Analyst issued vide RFP No. BECIL/D&SA/SD/Technology Partner for Conduct of Cyber/Drone Forensics & Drone Technology Training/2026/002 dated: 27/11/2026

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

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

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

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

5. We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short listing process, we are liable to be dismissed from the

selection process or termination of the contract during the project, if selected to do so.

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

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

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

Yours Sincerely,

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

Designation:
Date:
Seal:

Annexure - 4

Bid Submission Form

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

RFP No. ***BECIL/D&SA/SD/Technology Partner for Conduct of Cyber/Drone Forensics & Drone Technology Training/2026/002***
Date: 27/11/2026

To
Ms. Shubhi Agarwal
Cyber Forensic Analyst
Broadcast Engineering Consultants India Limited (BECIL)
BECIL Bhawan, C – 56, A/17,
Sector – 62, Noida – 201307 (Uttar Pradesh)

Dear Sir,

In response to the RFP No., we hereby submit our offer herewith:

1. Bidder Name : _____

2. Website Address : _____

3. Email Id : _____

4. Address for Communication : _____

_____

5. Telephone Number:

_____

6. Fax/Telefax Number : _____

7. Authorized Person - Name: _____

Designation: _____

Mobile No.: _____

Email ID: _____

8. Alternate Person - Name: _____

Designation: _____

Mobile No.: _____

Email ID: _____

9. PAN Number: _____

10. GST Registration no. with address: _____

_____

11. Beneficiary's complete Bank Details:

Bank Account No. : _____
IFSC / NEFT Code : _____
Name of the Bank : _____
Address of the Branch : _____

12. Particulars of EMD

Amount (in Rs.) : _____
Demand Draft No. : _____
Date : _____
Name of the Bank : _____
Address of the Bank : _____

Turnover of the Bidder in last 3 years:-

Year	Total Turnover in Rs. (Lakh)	Turnover in Rs. (Lakh) from specific category mentioned in clause 2.2 of the RFP
2023-24		
2024-25		
2025-26		
Average Turnover		

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

_____

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

_____

DECLARATION

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

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

Yours Sincerely,

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

Designation:

Annexure - 5

Format of Non – Blacklisting

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

RFP No. ***BECIL/D&SA/SD/Technology Partner for Conduct of Cyber/Drone Forensics & Drone Technology Training/2026/002***
Date: 27/11/2026

To
Ms. Shubhi Agarwal
Cyber Forensic Analyst
Broadcast Engineering Consultants India Limited (BECIL)
BECIL Bhawan, C – 56, A/17,
Sector – 62, Noida – 201307 (Uttar Pradesh)

Sub: Self Declaration/Undertaking of not been blacklisted

Dear Sir,

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

Yours Sincerely,

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

Date:
Seal:

Annexure–6

Undertaking for Correctness/Genuineness of the documents submitted

[To be submitted on the Letterhead of the Bidder]

RFP No. BECIL/D&SA/SD/Technology Partner for Conduct of Cyber/Drone Forensics & Drone Technology Training/2026/002
Date: 27/11/2026

To
Ms. Shubhi Agarwal
Cyber Forensic Analyst
Broadcast Engineering Consultants India Limited (BECIL)
BECIL Bhawan, C – 56, A/17,
Sector – 62, Noida – 201307 (Uttar Pradesh)

Sub: Undertaking for Correctness/Genuineness of the documents submitted

Dear Sir,

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

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

Yours Sincerely,

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

Date:
Seal:

Annexure - 7

Format of List of the Offices in India

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

RFP No. BECIL/D&SA/SD/Technology Partner for Conduct of Cyber/Drone Forensics & Drone Technology Training/2026/002
Date: 27/11/2026

To
Ms. Shubhi Agarwal
Cyber Forensic Analyst
Broadcast Engineering Consultants India Limited (BECIL)
BECIL Bhawan, C – 56, A/17,
Sector – 62, Noida – 201307 (Uttar Pradesh)

Sub: List of the Offices in India

Dear Sir,

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

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

Yours Sincerely,

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

Date:
Seal:

Annexure - 8

Format of Power of Attorney

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

Know all men by these presents, We …….(***Name of the Bidder)***, ***(Address)……,*** do hereby constitute, appoint and authorize …… ***(Name & Address of Attorney)*** who is presently employed with us and holding the position of **_____,** as our true and lawful Attorney to do in our name and our behalf all or any of the acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid in response to RFP No. **BECIL/D&SA/SD/Technology Partner for Conduct of Cyber/Drone Forensics & Drone Technology Training/2026/002** dated _____ issued by BECIL including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-applications and other conferences and providing information/ responses to the client, representing us in all matters before the client, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the client in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the client. The act done by _____ (Name of authorized person) will be binding on the selected bidder.

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

Signed by the within named ……

through the hand of ……

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

Accepted

……

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

…… (Signature of the executant)

(Name, designation and address of the executant) ……

Signature and stamp of Notary of the place of execution

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

WITNESS

(Signature)

Name ……. Designation.....……..

Annexure- 9

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

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

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

IN FAVOUR OF:

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

WHEREAS:

1. The Principal Employer/client, have awarded the work for execution of the project to BECIL.
2. BECIL through this RFP intends to onboard a TECHNOLOGY PARTNER for CONDUCT OF CYBER/DRONE FORENSIC & DRONE TECHNOLOGY TRAINING.
3. As per the terms of the RFP, 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 RFP process.

Signature & Stamp of Bidder

Date:

Seal:

Annexure- 10

Format on procurement from a Bidder of a country which shares a land border with India
[Notarized Affidavit on Non Judicial Stamp paper worth Rs 100/-]

RFP No. BECIL/D&SA/SD/Technology Partner for Conduct of Cyber/Drone Forensics & Drone Technology Training/2026/002
Date: 27/11/2026

To
Ms. Shubhi Agarwal
Cyber Forensic Analyst
Broadcast Engineering Consultants India Limited (BECIL)
BECIL Bhawan, C – 56, A/17,
Sector – 62, Noida – 201307 (Uttar Pradesh)

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

Dear Sir,

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

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

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

Yours Sincerely,

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

Date:

Seal:

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

Annexure - 11

Format of Non-Disclosure Agreement

[To be submitted on Non-Judicial Stamp Paper of Rs 100]

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

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

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

It is hereby agreed as under:

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

2. Confidential Information does not include information which:

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

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

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

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

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

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

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

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

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

8. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the Purchaser

to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

For and on behalf of (BIDDER):

(Authorised Signatory)

Name:
Designation & Office Seal:
Place:
Date:

Memorandum of Understanding

by and between

Broadcast Engineering Consultants India Ltd.
(A Government of India Enterprise)
C56 / A 17 Block C Sector 62 Noida 201307

And

Vendor Name
& Address

For

Conduct of Cyber/ Drone Forensic & Drone Technology Training

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Memorandum of Understanding

This Memorandum of Understanding is executed at Noida on this **……day of …… 2026** ("**Effective Date**").

BETWEEN

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

AND

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

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

ARTICLE 1: PREAMBLE

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

WHEREAS BECIL published **RFP No. BECIL/D&SA/SD/Centre of Training for Cyber/ Drone Forensics & Drone Technology /2026/002** dated **27/11/2026** (hereinafter referred as BECIL RFP) for Selection of Technology Partner for Conduct of Cyber / Drone Forensics & Drone Technology Training.

AND WHEREAS (Vendor Name) submitted their offer and pursuant to the same, was selected by BECIL as TECHNOLOGY PARTNER for Conduct of Cyber / Drone Forensics & Drone Technology Training.

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

ARTICLE 2: GENERAL

2.1 Purpose/Objective:

3.1.1 The purpose and intent of this MoU is to undertake preliminary selection for contracting of M/s _____ (name of vendor), who has been selected with BECIL, through BECIL's RFP No. **BECIL/D&SA/SD/Technology Partner for Conduct of Cyber/Drone Forensics & Drone Technology Training/2026/002** dated 27/11/2026. As selected partner of BECIL, M/s _____ (name of vendor) will be associated with BECIL to conduct Cyber/Drone Forensics & Drone Technology Training for various projects undertaken by

BECIL.

3.1.2 **The contract is non-exclusive and does not guarantee award of work. However, all projects to be undertaken by BECIL will be issued to the selected agency/ bidder in the respective areas/categories for which they are selected. Final collaboration for specific projects will be done through MoU, based on the customer's requirement and eligibility criteria.**

3.1.3 The Parties wish to work together with the understanding that BECIL shall act as (lead selected agency/ bidder) in opportunities pursued by BECIL, and partner _____ for participating in BECIL Opportunities. The selected Partner/Vendor/Associate shall provide backend support (technical, commercial, and execution) for such opportunities.

3.1.4 All the terms and conditions of BECIL's **RFP No. BECIL/D&SA/SD/Technology Partner for Conduct of Cyber/Drone Forensics & Drone Technology Training/2026/002** Dated: 27/11/2026 shall be fully applicable for this MoU, and the RFP shall be deemed to be a part of this MoU.

ARTICLE 3: SCOPE OF WORK

3.1 The scope of work under this RFP encompasses the entire gamut of activities and deliverables necessary for imparting training on Cyber/Drone Forensics & Drone Technology to Participants registered with BECIL. The selected vendor shall be responsible, inter-alia, for the following:

(a) **BECIL Technology Partner for Conduct of Cyber/Drone Forensics & Drone Technology Training:** The selected vendor will be engaged as BECIL's Technology Partner for Conduct of Cyber/Drone Forensics & Drone Technology Training for Strategic Department of BECIL.

(b) **Deployment of Eligible Resources:** The vendor shall deploy suitably qualified and eligible trainers/resource persons for the project. A minimum of two trainers shall be deployed, to be gradually enhanced in proportion to the number of students/candidates enrolled and the training schedule prescribed from time to time.

(c) **Provision of Hardware and Software:** The vendor shall make available all requisite hardware and software, include ng forensic tools, laboratory equipment, licenses and allied infrastructure, in accordance with the technical specifications and requirements stipulated at **Annexure 1C**.

(d) **Conduct of Training:** The two trainers deployed by the vendor shall impart virtual and on-site training in accordance with the requirements, curriculum and standards prescribed for the programme, ensuring quality, consistency and adherence to the defined learning outcomes, as per oversight of Strategic Department of BECIL.

(e) **Provision of Training Material:** The training course material shall be provided by BECIL, along with the corresponding training schedule and the vendor shall ensure that the training so imparted is aligned with the said material and schedule.

(f) **Certification:** Upon successful completion of the course by an enrolled candidate, a certificate in recognition thereof shall be provided by BECIL.

(g) **Travel and Logistics:** The team of two to three trainers deployed by the vendor shall travel to the designated site/institution for the purpose of conducting the training programme and the expenses incurred towards such travel shall be borne solely by the vendor. However, effort will be made by BECIL to ensure that the boarding, lodging, food and local travel/conveyance of the said trainers at the site shall be borne by the respective University/Institution where the training programme is conducted.

3.2 KEY RESULT AREA (KRA) MATRIX — ROLES & RESPONSIBILITIES

S.No	Key Result Area (KRA)	PSU (BECIL)	Vendor
1. INFRASTRUCTURE			
(a)	Provision of Hardware (List as per Annexure 1C)	**No**	**Yes**
(b)	Provision of Software/Licences (List as per Annexure 1C)	**No**	**Yes**
(c)	Maintenance of Hardware & Software (List as per Annexure 1C)	**No**	**Yes**
(d)	Maintenance of Training Space/Facility	**Yes**	**No**
(e)	Inspection & Quality Check of Infrastructure	**Yes**	**No**
2. TRAINING			
(a)	Marketing/Promotion of Training Programme (Lead Role)	**Yes**	**Yes**
(b)	Development of Training Course Material	**Yes**	**Yes**
(c)	Preparation of Training Schedule	**Yes**	**Yes**
(d)	Deployment of Trainers	**No**	**Yes**
(e)	Delivery/Implementation of Training	**No**	**Yes**
(f)	Implementation of Training Schedule	**No**	**Yes**
(g)	Development of Feedback Questionnaire	**Yes**	**No**
(h)	Collection of Feedback Data	**No**	**Yes**
(i)	Review & Analysis of Feedback (Reviewing Authority)	**Yes**	**No**
(j)	Issuance of Certification	**Yes**	**No**
3. EVALUATION			

(a)	Facilitation of Annual Evaluation Process	**No**	**Yes**
(b)	Final Review & Assessment (Annual Evaluation)	**Yes**	**No**
4. PROJECT CLOSURE			
(a)	Issuing Exit Notice (in the event the project is deemed non-viable)	**Yes**	**Yes**
(b)	Handover of Hardware & Software post Project Completion	**Yes**	**Yes**

3.3 BILL OF QUANTITY/TECHNICAL REQUIREMENTS – Attached as Annexure 1C

3.4 MANPOWER REQUIREMENTS – Attached as Annexure 1D

3.5 ANNUAL EVALUATION OF THE PROJECT

An annual evaluation of the project shall be conducted to assess the overall performance and continued viability of the project. The Annual Evaluation shall be undertaken on the basis of, inter-alia, the following parameters:

(a) **Infrastructural Inspection:** Inspection of the infrastructure, hardware, software, and allied facilities, including a comprehensive quality check thereof.

(b) **Effectiveness of Trainers:** Assessment of the effectiveness, competence, and performance of the trainers deployed under the project.

(c) **Attendance and Enrolment:** Review of the attendance and/or enrolment figures pertaining to the number of students/candidates undergoing training.

(d) The overall evaluation process shall be facilitated by the vendor; however, the final review and assessment shall be undertaken by BECIL, on the basis of the parameters enumerated hereinabove.

ARTICLE 4: PERIOD OF CONTRACT

4.1 Contract Period

4.1.1 Initially, the contract shall be for a period of **Three (03) Years, extendable annually,** subject to satisfactory performance of the selected agency/ bidder. After the end of the contract period, BECIL reserves the right to either continue with the selected agency/ bidder with either same or revised terms and conditions as mutually agreed by both parties. However, in case any project is under execution through the selected agency/ bidder, the project shall continue to be executed by the selected agency/ bidder till completion + Warranty Period (as applicable).

4.1.2 **Extension of Contract**

(a) A Committee may be constituted by BECIL to review/evaluate/re-assess selected agency/ bidder's performance during their contract period; based on the following criteria:

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

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

(c) BECIL may decide to retain the selected agency/ bidder or terminate the contract, based on the Committee's report on the selected agency/ bidder's performance during the preceding period.

ARTICLE 5: ROLES AND RESPONSIBILITIES

5.1 Roles & Responsibilities of Vendor:

S.No.	Description	Responsibility
1.	Provision of Tools, Technology & Software	Vendor will procure and provide required cyber-forensic tools, technologies, software, and licenses for training activities. Details of Tools, Technology & Software attached at Annexure 1C
2.	Maintenance of Tools, Technology & Software	Vendor will ensure regular maintenance, updates, upgrades, and technical support for all deployed tools, technologies, and software.
3.	Installation & Operationalization	Vendor will undertake the installation, configuration, integration, testing, and operationalization of the required systems, tools, and software.
4.	Deployment of Manpower	Deploy suitably qualified and experienced personnel for training delivery, technical operations, system administration, and related activities.
5.	Technical & Training Support	Provide technical and operational support during training sessions, practical exercises, demonstrations, and other hands-on activities.
6.	Marketing/ Promotion of Training Programme (Lead role)	Lead the marketing and promotion of training programmes through outreach, stakeholder engagement, publicity and participant mobilization.

5.2 Roles & Responsibilities of BECIL

S.No.	Description	Responsibility
1.	Establishment of Infrastructure	BECIL will be responsible for providing

	at BECIL Technology Partner for Conduct of Cyber/Drone Forensics & Drone Technology Training	infrastructure for the establishment and operationalization of the Technology Partner for Conduct of Cyber/Drone Forensics & Drone Technology Training.
2.	Maintenance of Training Facility	BECIL will ensure the proper maintenance and upkeep of the training facility and associated infrastructure to provide a safe and conducive training environment.
3.	Inspection & Quality Check of Infrastructure	BECIL will undertake periodic inspection and quality assessment of the training infrastructure and facilities to ensure compliance with prescribed standards.
4.	Marketing/ Promotion of Training Programme (Lead role)	BECIL will oversee the promotion and outreach of the training programme through stakeholder engagement, dissemination of programme information, and facilitation of participant mobilization.
5.	Development of Training Course material	BECIL will oversee and support the development and finalization of training course material, including modules, practical exercises, and reference material.
6.	Preparation of Training Schedule	BECIL will coordinate and finalize the training schedule in consultation with the concerned stakeholders, including sessions, modules, timings and trainers.
7.	Development of Feedback Questionnaire	BECIL will develop and finalize the feedback questionnaire for assessing participant satisfaction and the effectiveness of the training programme.
8.	Review and Analysis of Feedback(reviewing Authority)	BECIL will review and analyse the feedback received to assess the quality and effectiveness of the training programme and identify areas for improvement.
9.	Issuance of Certificate	BECIL shall issue certificates to participants upon successful completion of the training programme and fulfilment of the prescribed criteria.

ARTICLE 6: GENERAL TERMS & CONDITIONS

6.1 RELATIONSHIP BETWEEN THE PARTIES

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

6.2 INTELLECTUAL PROPERTY RIGHTS

6.2.1 Outputs, plans, drawings, specifications, designs, reports and other documents submitted by the vendor/ bidder/ agency under this RFP and subsequent to this RFP in relation with

this tender shall become and remain the property of BECIL/procuring entity. Each Party shall retain ownership of its **pre-existing intellectual property**, including methodologies, frameworks, tools, and know-how 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. Deliverables and software shall remain the property of BECIL until the termination of MoU.

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

6.2.3 The selected agency/ 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 selected agency/ bidder does not have the right to use or that may result in claims or suits against BECIL arising out of claims of infringement of any intellectual property rights or other proprietary rights.

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

6.3 LAND AND BORDER PROVISION

The Undertaking shall be submitted by the Selected agency/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.

6.4 INDEMNITY

The Vendor shall indemnify and hold harmless BECIL against any third-party claims, losses, or damages arising directly from:

(a) A material breach of this Agreement by the Vendor; or
(b) proven negligence or willful misconduct of the Vendor.

The indemnity obligations shall:

(a) be subject to the overall limitation of liability defined above;
(b) be restricted to direct losses only;
(c) apply only where BECIL promptly notifies the Vendor and provides reasonable cooperation.

The Vendor shall not be liable for losses arising from:

(a) acts, omissions, or instructions of BECIL or the end-client;
(b) use of deliverables beyond agreed scope;
(c) modifications made by third parties.

6.5 SIGNING OF NON-DISCLOSURE AGREEMENT

Except with the written consent of the Buyer, the selected agency/ bidder shall not disclose the MoU or any provision, specification, plan, design, pattern, sample or information thereof to any third party. Selected agency/ bidders shall have to sign a Non-Disclosure Agreement with BECIL

on a non-judicial stamp-paper of Rs. 100. Without undertaking for compliance to above, the contract shall not be considered by BECIL.

6.6 CODE OF INTEGRITY

6.6.1 No official of BECIL or the Selected agency/ bidder shall act in contravention of the codes which includes Prohibition of:

(a) Offering of any bribe or undue gratification in any form to BECIL or its officials, or indulging in any corrupt practices.
(b) Any omission, or misrepresentation that may mislead or attempt to mislead so that a financial or other benefit may be obtained, or any necessary obligation or pre-requisite may be avoided.
(c) Improper use of information provided by BECIL to the Selected agency/ 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 Selected agency/ bidder and any official of BECIL related to tender or execution process of MoU, 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 MoU.

6.6.2 The selected agency/ bidder shall **sign Integrity Pact as part of the MoU.**

6.7 CONFLICT OF INTEREST

(a) Any Selected agency/bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible for selection. Selection found to have a conflict of interest shall be rejected as non-responsive. Selected agency/ bidder shall be required to declare the absence of such conflict of interest in Form Declarations. An selected agency/ bidder in this Tender Process shall be considered to have a conflict of interest if the selected agency/bidder:

(b) Directly or indirectly controls, is controlled by or is under common control with another Selected agency/bidder; or

(c) Receives or have received any direct or indirect subsidy/ financial stake from another Selected agency/ bidder; or

(d) Has the same legal representative/ agent as another Selected agency/ 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

(e) Has a relationship with another selected agency/ 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 Selected agency/ bidder or influence the decisions of the Procuring Entity regarding this Tender process; or

(f) Participates in more than one bid in this tender process. Participation in any capacity by an selected agency/ bidder (including the participation of an selected agency/ 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-

selected agency/ bidder firm as a sub-contractor in more than one bid; or

(g) 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:

(h) 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

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

6.8 UNDUE INFLUENCE

6.8.1 The Agency/Selected agency/ bidder undertakes that it has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the BECIL or otherwise in procuring the MoUs or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present MoU or any other MoU with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present MoU or any other MoU with the Government of India.

6.8.2 Any breach of the aforesaid undertaking by the Agency/Selected agency/ bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Agency) or the commission of any offers by the Agency or anyone employed by him or acting on his behalf, as defined in the Bharatiya Nyaya Sanhita, erstwhile known as the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle BECI to cancel the MoU and all or any other MoUs with the Agency and recover from the Agency the amount of any loss arising from such cancellation, from the present or from any other MoU with BECIL.

6.9 UNLAWFUL/UNETHICAL PRACTICES

6.9.1 If the Selected agency/bidder has engaged in corrupt, fraudulent, collusive and coercive practices or defaulted commitments under integrity.

6.9.2 Any intentional omission or misrepresentation in the documents submitted by the Selected agency/ bidder for the purpose of due diligence or for the execution of any act essential for the execution of the Project.

6.9.3 If the Selected agency/ 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 MoU

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

(a) Forfeiture of Bank guarantee or any other bond or bid security submitted by the Selected agency/ bidder.

(b) Cancellation/ termination of the MoU with the liberty to recover the accrued losses/damages from the Selected agency/ bidder (including imposition of penal damages) from the amounts due/payable to the vendor from any of the MoUs being executed by the selected agency/ bidder/ vendor.

(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 Agency.

6.11 BLACKLISTING/ DEBARMENT

The Selected agency/ bidder shall be debarred/blacklisted from bidding for the MoU/tender floated by BECIL for a period of two years, for violation of the code of integrity, for undue influence as well as for the breach of any other terms and conditions of the tender as per the General Financial Rules 2017 and the Guidelines for debarment of firms from bidding issued by the Department of Expenditure, Ministry of Finance no. F1/20/2018 –PPD dated 02.11.2021.

6.12 RISK AND COST CLAUSE

(a) In case of persistent breach/default of the terms and conditions of the MoU and due to abnormal delay (beyond the maximum late delivery in the Liquidated damages clause) in supplies, defective supplies or non-fulfilment of any of the terms and conditions of the RFP and the Work Order, BECIL may cancel the MoU/Work Order in full or part thereof, and will procure supplies/equipment's or ensure the execution of work or any pending service in case of service MoU from other willing vendor at the risk and cost of the Selected agency/ bidder.

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

(i) Selected agency/ bidder's poor progress of the work vis-à-vis execution timeline as stipulated in the MoU, backlog attributable to Selected agency/bidder including unexecuted portion of work/ supply does not appear to be executable within balance available period.
(ii) Withdrawal from or abandonment of the work by Selected agency/ bidder before completion of the work as per MoU.
(iii) Non completion of work/ Non-supply by the Selected agency/ bidder within scheduled completion/delivery period as per RFP or as extended from time to time, for the reason attributable to the Agency/Selected agency/bidder.
(iv) Termination of MoU on account of any other reason (s) attributable to Agency/ Selected agency/ bidder
(v) Assignment, transfer, subletting of MoU by the Agency/Selected agency/ bidder without BECIL's written permission resulting in termination of MoU or part thereof by BECIL.

6.13 PENALTIES

(a) In the event of any penalties, deductions, disincentives, or charges levied by the Client due to

poor or substandard quality of work, non-compliance with service standards, or any deficiencies related to the assigned scope of work, the same shall be recovered from the Selected agency/ bidder.

(b) The Selected agency/ bidder shall bear the full financial responsibility for such penalties or deductions imposed on BECIL by the Client and will not be entitled to claim any reimbursement or adjustment for the same.

6.14 CONFIDENTIALITY

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

6.15 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 Selected agency/ 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 Selected agency/ bidder to the BECIL and its Client. The BECIL has a right to review and monitor the security practices and control procedures adopted by the Selected agency/ bidder. The Selected agency/ bidder shall produce and make available all such books, records, information, etc., related to project work for the purpose of Inspection/ audit as sand when required.

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

6.16 TERMINATIONS

6.16.1 Termination of MoU by BECIL due to unsatisfactory performance

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

(b) To terminate the MoU without prejudice to any other remedy available under the MoU. That a notice of cure, highlighting the deficiency or problem shall be served on the

Agency /Selected agency/ bidder by BECIL, with an opportunity to cure the same within a period of 30 days. That on the non-resolution of deficiency, a notice of termination shall be served on the Agency/Selected agency/ bidder and the MoU shall be deemed terminated after a period of 30 days from the date of notice of termination.

6.16.2 Termination due to Breach

(a) BECIL may, without prejudice to any other remedy available for the breach of MoU, may terminate the MoU in sub-sequence to non –resolution of deficiency after the service of a notice of cure with a window period of fifteen days. After the end of the cure period, a 15 (fifteen) days' notice shall be served on the Agency/ Selected agency/ bidder , and the MoUs 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 Selected agency/ bidder has abandoned or repudiated the MoU;
(ii) If the Selected agency/ bidder has without valid reason failed to commence work on the project promptly;
(iii) If the Selected agency/ bidder has persistently failed to execute the works/express deliverable in accordance with the MoU or persistently neglects to carry out its obligations under the MoU without just cause;
(iv) If the Selected agency/ 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 Selected agency/ bidder has obtained the MoU as a result of undue of influence or adopted unethical means/ corrupt practices.
(vi) if the information submitted/furnished by the Selected agency/ bidder is found to be incorrect;

6.16.3 Termination due to Insolvency

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

(a) To terminate the MoU forthwith upon coming to know of the happening of any such event as aforesaid by a fifteen day notice in writing to the Agency/Selected agency/ bidder or

(b) to give the Receiver or liquidator or other person, the option of carrying out the MoU subject to its providing a guarantee upto an amount to be agreed upon by BECIL for due and faithful performance of the MoU.

6.16.4 Termination for Convenience

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

6.16.5 **Exit by Either Party:** In the event that either party is of the considered view, at any point during the subsistence of the project, after initial lock-in period of 1 year, that the continuation thereof is not viable or feasible, such party shall be entitled to exit from the project by furnishing a prior written notice of three (3) months to the other party, along with sufficient evidence, based on the review and feedback mechanism, substantiating such non-viability.

6.17 POST TERMINATION RESPONSIBILITY

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

(b) That any pending bills raised by the Selected agency/ bidder, prior to or post the termination of the MoU on account of the breach of the terms and conditions of the MoU, shall be put on hold, till the time, the corresponding payment is received from the Client and any amount deducted by the Client against the bills raised by BECIL shall be consequently deducted from the bills raised by the Selected agency/ bidder respectively.

(c) The Selected agency/ 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.

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

6.18 NOTICES

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

Ms. Shubhi Agarwal
Cyber Forensic Analyst
Broadcast Engineering Consultants India Limited (BECIL)
BECIL Bhawan, C – 56, A/17,
Sector – 62, Noida – 201307 (Uttar Pradesh)
Email: stratcyber@becil.com
Contact: 9205968875

6.19 NO WAIVER

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

6.20 AMENDMENT

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

6.21 ARBITRATION

6.21.1 Conciliation of Dispute

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

(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 Selected agency/ bidder and BECIL respectively shall try to amicably resolve/settle the dispute.

6.21.2 Reference of Dispute to Arbitration proceeding post conciliation

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

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

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

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

(e) The seat of Arbitrations shall be at New Delhi and the Arbitration proceedings shall be conducted in English.

(f) The award of Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by both the parties.

(g) The provision of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time shall apply to the Arbitration proceedings under this MoU.

(h) That any claim of damage(s) or loss(es) incurred by BECIL as a consequence of the invocation of the litigation/arbitration proceeding owing to the suspension or

abandonment of work by the Selected agency/ bidder /Agency shall be reimbursed by the Selected agency/ bidder /Agency.

(i) In the event of initiation of AMRCD proceedings between BECIL and the client, the decision / mutual settlement arrived at, on the conclusion of the proceeding between the parties, shall in turn become applicable on the selected agency/Selected agency/ bidder in all respects, on a back-to-back basis.

6.22 JURISDICTION

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

6.23 FORCE MAJEURE

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

(b) Force Majeure shall not include (i) any event which is the caused by the negligence or intentional action of a Party or by of such Party's agents or employees, nor (ii) any event which a diligent party could reasonably have been expected both to take into account at the time of the acceptance of the work order under this 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 promptly notify the other Party, take reasonable steps to mitigate impact and continue to perform other obligations under this Agreement which have not been affected by such force majeure.

6.24 SUB-CONTRACTING

The selected agency/ bidder shall not subcontract the entire or any portion of the work to be performed by it, without the prior written consent of BECIL.

6.25 EXTENSION OF TIME

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

(b) Any period within which selected agency/ 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 selected agency/ bidder was unable to perform such action.

(c) By extension of time agreed upon mutually shall be documented in writing and signed by both

the parties to be affected.

6.26 TRANSFER AND SUB-LETTING

Transfer and sub-letting is not allowed.

6.27 ASSIGNMENT

(a) All terms and provisions of this RFP and subsequent MoU/ Agreement / work order with the successful selected agency/ bidder shall be binding on both the parties and their respective successors and permitted assigns.

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

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

6.28 NON-EXCLUSIVE

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

6.29 PERSONNEL

(a) The personnel assigned by the selected agency/ bidder to perform the Services shall be the employees of the selected agency/ bidder, and under no circumstances shall such personnel be considered employees of BECIL or its nominated agencies. The selected agency/ 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 selected agency/ 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 selected agency/ bidder be replaced, the substitution of such personnel shall be accomplished as per the terms of this RFP and subsequent MoU/ WO

(c) The selected agency/ bidder shall be responsible for the performance of all its obligations under the MoU and shall be liable for compliance with all relevant labor acts and statutory legislations.

6.30 COMPLIANCE WITH APPLICABLE LAW

Each Party to the MoU/ Agreement / work order accepts that its individual conduct shall (to the extent applicable to it) always comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken. In case of changes in such laws, rules and regulations which result in a change to the Services, shall be dealt with as an exceptional situation with the objective to realign the part getting violated under the revised laws with minimal changes to achieve the objective existent prior to the change. For avoidance of doubt,

the obligations of the Parties to the MoU are subject to their respective compliance with all local, state, national, supra-national, foreign and international laws and regulations.

6.31 SEVERABILITY

If any provision of the MoU/ Agreement / work order, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable; the illegality, invalidity or un-enforceability of such provision or part provision shall not affect the other provisions of the MoU/ Agreement / work order or the remainder of the provisions in question which shall remain in full force and effect. The concerned Parties shall negotiate in good faith to agree to substitute for any illegal, invalid or unenforceable provision with a valid and enforceable provision which achieves to the greatest extent possible the economic, social, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.

6.32 ENTIRE MOU

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

6.33 LIQUIDATED DAMAGES

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

(a) Recover from the Selected agency/ bidder liquidated damages equivalent to a sum of 0.5% of the value of the undelivered goods/services for each week of delay beyond the scheduled date of completion or delivery, subject to a maximum of 10% of the Contract value or such liquidated damages as may be imposed by the Client, whichever is higher (due to the failure of the Selected agency/ bidder to meet the contractual obligations).

(b) The amount towards Liquidated Damages shall become leviable from the scheduled completion date or from the expiry of the extension, if any, given by BECIL without the levy of Liquidated damages.

(c) BECIL may without prejudice to its right to effect recovery by any other method, deduct the amount of Liquidated Damages from any money belonging to the Selected agency/ bidder which has become due or payable (which shall also include BECIL's right to claim such amount against Selected agency/ bidder's Bank Guarantee) from any of the Contracts being executed with BECIL.

(d) Any such recovery of Liquidated Damages shall not in any way relieve the Selected agency/ bidder from any of its obligations to complete the works or from any other of its other obligation and liabilities under the MoU.

(e) The total recovery under this clause shall be subject to the overall limitation of liability.

ARTICLE 7: SPECIAL TERMS & CONDITIONS

7.1 Payment Terms

(a) Payment Terms & Conditions will be finalised after finalisation of exact revenue sharing ratio.

(b) BECIL shall make payment to the Vendor within **30–45 days only after receipt from client on back to back basis after deduction/ hold of statutory dues or deductions if any** (**subject to milestone payment by Client**) from the date of submission of valid and undisputed invoices, subject to acceptance of deliverables.

(c) In case of delay in payment from the end-client, BECIL shall use reasonable efforts to recover payment; however, such delay shall not absolve BECIL of its obligation to pay the Vendor within a reasonable period.

(d) Any delay beyond agreed timelines may attract **mutually agreed interest**.

(e) The Vendor shall not be required to waive statutory rights under applicable laws for delayed payment.

7.2 MSME

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

(b) The selected agency/ bidder to give the undertaking as per Annexure-9, on a non-judicial stamp-paper of Rs. 100/-.

7.3 Sub-Contracting

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

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

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

7.4 Decisions and Instructions

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

7.5 Trademarks and Publicity

The selected agency/ bidder shall not use the trademarks of the other Party without the prior written

consent of the other Party except that selected agency/ bidder may, upon completion, use the Project as a reference for credential purpose.

7.6 Title and Risk

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

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

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

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

Annexure-13-A

Experience of Execution of Projects

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

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

Annexure-13-B

EXPERIENCE/COMPLETION/ONGOING WORK CERTIFICATE

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

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

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

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

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

Date of issue of certificate [ ]

Annexure-14

Pan-India Execution of Assignments

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

Annexure-15

PERFORMANCE BANK GUARANTEE

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

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

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

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

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

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

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

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

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

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

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

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

Annexure-16

BANK MANDATE FORM

यूनियन बैंक Union Bank of India

आन्ध्रा Andhra | Corporation

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

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

TO WHOMSOEVER IT MAY CONCERN

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

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

Chief Manager

Bank Stamp with Authorized Signatory

Date 20-01-2023

Page 1 of 1

Annexure-17

FORMAT FOR FINANCIAL BID

Request for Proposal (RFP) for Selection of Technology Partner for Conduct of Cyber/Drone Forensic & Drone Technology Training

RFP No. BECIL/D&SA/SD/Technology Partner for Conduct of Cyber/Drone Forensic & Drone Technology Training/2026/002

Dated: 27/11/2026

Sr No	Criteria	In Percentage
1	Revenue Sharing for BECIL	