



EXPRESSION OF INTEREST (EOI)

FOR

SELECTION OF SYSTEM INTEGRATOR FOR SUPPLY, INSTALLATION TESTING & COMMISSIONING OF C. R. WEDGE BARRIER AT SRI GORAKSHANATH MANDIR, GORAKHPUR

Reference No. **BECIL/PROJ./GM / WEDGE BARRIER/ IG SECURITY/ UP/2023**

Dated 10th October, 2023

 <p>बेसिल BECIL</p>	<p>BROADCAST ENGINEERING CONSULTANTS INDIA LIMITED</p> <p>Head Office: 14-B, Ring Road, I.P. Estate, New Delhi -110002 Tel: 011-23378823, Fax: 011-23379885</p> <p>Corporate Office: C-56/A17, Sector-62, Noida -201 307 Tel: 0120-4177850 , Fax: 120- 4177879</p>	 <p>G20 भारत 2023 INDIA</p>
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Web: www.becil.com

DISCLAIMER

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

Table of Contents

SECTION - I.....	4
I. NOTICE INVITING EXPRESSION OF INTEREST	5
II. INTRODUCTION	5
III. INTENT OF EXPRESSION OF INTEREST	5
IV. IMPORTANT DATES	6
V. GENERAL INFORMATION.....	7
VI. GENERAL TERMS & CONDITIONS OF THE CONTRACT.....	12
VII. ELIGIBILITY CRITERIA	13
VIII. TENDER SPECIFIC TERMS AND CONDITIONS.....	14
XII. TERMINATION:	18
XIII. CONFIDENTIALITY	19
XIV. FORCE MAJEURE:.....	19
XV. INTEGRITY PACT :	19
XVI. SEVERALIABILITY.....	19
XVII. BANK GUARANTEE/ PERFORMANCE BANK GUARANTEE	19
XVIII. GUARANTEE / WARRANTY PERIOD	20
XIX. GEM PORTAL FEE.....	20
SECTION - II.....	21
I. EVALUATION / SCRUTINY OF EOI	22
II. PRELIMINARY EVALUATION	22
III. EVALUATION PROCESS	22
IV. AWARD OF WORK/AGREEMENT TERMS & CONDITIONS	23
SECTION III.....	25
I. BOQ	26
II. TECHNICAL SPECIFICATION	26
SECTION IV.....	28
1. Power of Attorney for signing the Bid on Rs. 100 Stamp Paper	29
2. Particulars of The Bidder	30
3. Annual Turnover & Net worth.....	31
4. Proforma of letter of Undertaking for Bid Validity	32
5. Bid Covering Letter	33
6. Credentials Summary	34
7. Self-Declaration For Non Black Listing	35
8. Undertaking Regarding Payment Of GST/ Filing Of GSTReturn	36

SECTION - I

I. NOTICE INVITING EXPRESSION OF INTEREST

BECIL is interested to submit a competitive bid in response to End Client's Tender No. as mentioned below:

Tender No. GEM/2023/B/3706865 Dated 18-07-2023 for Supply, Installation Testing & Commissioning of C. R. Wedge Barrier at Sri Gorakshanath Mandir, Gorakhpur. Floated By IG Security, Security Department, Home Department Uttar Pradesh, Police Department (IG Security).

BECIL invites proposal from any System Integrator who wish to collaborate for jointly bidding for said tender/bid on or before 13th October, 2023 by 15:00 Hrs.

II. INTRODUCTION

IG Security, Security Department, Home Department Uttar Pradesh, Police Department (IG Security) invited bids through Gem portal. BECIL has participated in the tender for Supply, Installation Testing & Commissioning of C. R. Wedge Barrier at Sri Gorakshanath Mandir, Gorakhpur.

III. INTENT OF EXPRESSION OF INTEREST

The Intent of this Expression of Interest is (EOI) to select the System Integrator who wish to collaborate for jointly bidding for said tender/bid.

Broadcast Engineering Consultants India Limited (BECIL) an ISO 9001:2008 certified, a Mini Ratna public sector enterprise of Government of India under Ministry of Information & Broadcasting, was established on 24th March, 1995 for providing consultancy services of international standards for broadcasting in transmission and production technology including turnkey solutions in the specialized fields of Terrestrial & Satellite Broadcasting, Cable, Media and various Information Technology (IT) related fields, including security & surveillance, acoustics & audio-video systems and smart cities. BECIL provides tailor-made solution for unique requirement ranging from Concept to Commissioning.

This EOI is floated for selection of the Executing Partner/Technology Partner ready to work in the above projects with BECIL on exclusive basis.

Submission of Online Bids is mandatory for this EOI. Prospective bidders need to submit their bids with the most competitive Technical and Commercial offer for the aforementioned work each zone. EOI document is available on BECIL website (<http://becil.com>) & Ewizard (<http://becil.euniwizard.com>).

IV. IMPORTANT DATES

EOI SCHEDULE AND CRITICAL DATES

S.N.	ACTIVITY	SCHEDULED DATE & TIME
1.	EOI Issue to Prospective bidder/Implementation Agency(s)	BECIL/PROJ/GM/ WEDGE BARRIER /IG SECURITY/UP/2023-24 Dated 10 th October, 2023
2.	Date and Time for Submission of bids	Upto 15:00 Hrs. on 13 th October, 2023
3.	Date and Time for Opening of Bids	Online on 16:00 Hrs. on 13 th October, 2023
4.	Availability of Document	https://www.becil.com , https://becil.euniwizarde.com
5.	E-tender Portal Registration Fee (Non-refundable)	INR 2360/- (inclusive of taxes) (non-transferrable & non-refundable) payable through online e-Portal.
6.	E-tender Portal Fee (Non-refundable)	INR 3,540/- E-tender Portal Fee (non-transferrable & non-refundable) payable through online e-Portal
7.	EOI document Fee (Form Fee) (Non- Refundable)	INR 1,180/- Form Fees (non-transferrable & non-refundable) payable through online e-Portal.
8.	Earnest Money Deposit (EMD Refundable)	Exempted
9.	ePBG Detail	In the event of the award of the contract, BG/PBG will be submitted by BECIL to the customer @ 3% and BG/PBG of equivalent amount will be submitted to BECIL on back to back basis by the bidders.
	ePBG Percentage(%)	3.00
	Duration of ePBG required (Months)	38
10.	Gem Portal Fee	In the event of the award of the contract, GeM portal Fee will be submitted by BECIL to the customer and equivalent amount will be submitted to BECIL on back to back basis by the bidder.
11.	Bid Offer Validity	180 (Days)
12.	Item Category	C. R. Wedge Barrier(Q3)
13.	Estimated Bid Value	INR 2,95,00,000/-
14.	Minimum Average Annual Turnover of the bidder (For 3 Years)	30 Lakh (s)

15.	OEM Average Turnover (Last 3 Years)	393 Lakh (s)
16.	Years of Past Experience Required for same/similar service	3 Year (s)
17.	Past Performance	30 %
18.	Document Required from seller	Experience Criteria, Past Performance Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover, Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience /Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
19.	Address for Communication of bids	BECIL Bhawan, C-56 / A -17, Sector - 62, Noida - 201 307.
20.	Contact details of BECIL	R.B Jagtap (General Manager, BECIL) E-mail-rbjagtap@becil.com Bipin Pandey(Deputy General Manager, BECIL) E-mail-bipin.pandey@becil.com Mobile No:-9999005426 Preeti Chaudhary (Manager, BECIL) Email : preeti.chaudhary@becil.com Mobile No:-8130190448
21.	Contact details of ITI	Mr. Anshuman : +91-9355030616 Mr. Awesh Tyagi: 9205898224 Mr. Bhuneshwar: 9205898226 Mr. Nehal: 8800991855
22.	Help Desk of ITI	011-49606060 (From 10:00Hrs to 18:00 Hrs)

Broadcast Engineering Consultants India Ltd. reserves the right to amend the EOI tentative schedule and critical dates. Bidders are advised to inspect the site and ascertain the conditions including leads/ lifts involved/approach to vehicles, power, water geo-political scenario etc. prior to quoting.

V. GENERAL INFORMATION

- a) Complete EOI document can be download from e-Tender portal of BECIL <https://becil.euniwizard.com> and www.becil.com. The Submission mode of the bid is Online.
- b) It is mandatory for all the applicants to have Class-III Digital Signature Certificate (in the name of person who will sign the bid document) from any of the licensed certifying Agency.

c) INSTRUCTIONS FOR E-TENDERING PORTAL OF BECIL

i. E-TENDER PORTAL FEE :

The bidder/OEM/Implementation Agency has to pay a non-refundable **e-tender portal fee amounting to ₹ 3540/-** (Non-refundable) by way of on-line payment on e-tender portal before submission of the proposal.

ii. **SUBMISSION OF THE PROPOSAL**

The Bidder/OEM/Implementation Agency are advised to study the EOI document carefully. Submission of proposals shall be deemed to have been done after careful study and examination of the EOI document with full understanding of its implications. Bidder/OEM/Implementation Agency(s) shall have to submit their proposal (Technical and Financial) online through the e-tendering website <https://becil.euniwizarde.com>.

iii. **E-TENDERING PROCEDURE**

- a) E-Procurement is the complete process of e-tendering from publishing of tenders online, inviting online bids, evaluation and award of contract using the system. You may keep a watch of the tenders floated under <https://becil.euniwizarde.com>. These will be invited for online Bids. Bidder/OEM/Implementation Agency Enrolment can be done using "bidder/OEM/Implementation Agency Enrolment".
- b) The instructions given below are meant to assist the bidder/OEM/Implementation Agency in registering on the e-tender Portal, and submitting their bid online on <https://becil.euniwizarde.com> the e-tendering portal as per uploaded bid.
- c) More information useful for submitting online bids on may be obtained at: <https://becil.euniwizarde.com>

iv. **GUIDELINES FOR REGISTRATION ON PORTAL**

- a) Bidder/OEM/Implementation Agency are required to enroll on the e-Procurement Portal by clicking on the link "Online bidder/OEM/Implementation Agency Enrolment" on the e-tender Portal by paying the Registration fee of Rs. 2360/- (inclusive of taxes).
- b) As part of the enrolment process, the bidder/OEM/Implementation Agency will be required to choose a unique username and assign a password for their accounts.
- c) Bidder/OEM/Implementation Agency(s) are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidder/OEM/Implementation Agency.
- d) Upon enrolment, the bidder/OEM/Implementation Agency will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/nCode/eMudhra etc.), with their profile Or bidder/OEM/Implementation Agency can contact the help desk for getting the DSC.
- e) Only valid DSC should be registered by a bidder/OEM/Implementation Agency. Please note that the bidder/OEM/Implementation Agency (s) are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- f) Bidder/OEM/Implementation Agency then logs in to the site through the secured

log-in by entering their user ID /password and the password of the DSC / e-Token.

- g) The scanned copies of all original documents should be uploaded in pdf format on portal <https://becil.euniwizarde.com>.
- h) After completion of registration payment, the bidder/OEM/Implementation Agency is need to send their acknowledgement copy on the help desk mail ID: helpdeskeuniwizarde@gmail.com for activation of your account.

Helpdesk Number: Tel 011-4960606, 9355030616, 9560364871

v. SEARCHING FOR TENDER DOCUMENTS ON PORTAL

- a) There are various search options built in the e-tender Portal, to facilitate bidder/OEM/Implementation Agency(s) to search active tenders by several parameters.
- b) Once the bidder/OEM/Implementation Agency s have selected the tenders they are interested in, you can pay the form fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e-tender Portal to intimate the bidder/OEM/Implementation Agency(s) through e-mail in case there is any corrigendum issued to the tender document.

vi. PREPARATION FOR SUBMISSION OF EOI

The EOI must contain:

- a) Company profile relevant to EOI. It should also include details of past experience relevant to the "Scope of work".
- b) Declaration regarding acceptance of Terms and conditions of EOI and declaration of not been blacklisted by any of the Government agency.
- c) Essential information as given below :
 - i. Name & address of the agency
 - ii. Business name
 - iii. E-mail id
 - iv. Fax No. /Telephone No.
 - v. Authorized Signatory name, e_mail id and contact no.
- d) The agency/ bidder/OEM/Implementation Agency shall ensure that it fulfills the eligibility criteria as desired in EOI and other essential conditions. Compliance statement of Eligibility criteria with the documents submitted as a proof is to be prepared and submitted. The supporting documents may be list of existing and past clients with details of services offered, details of similar projects executed.
- e) The EOI should be duly signed on each page by authorized person. Each page should be properly numbered. Documents authorizing such person must

accompany the EOI. BECIL reserves the right to reject out rightly any EOI unsupported by proof of the signatory's authority.

- f) The validity period of EOI should be 6 months from the date of opening of EOI.
- g) The EOI complete in all respects must be submitted with requisite information and annexure(s). The EOI should be free from ambiguity, change or interlineations. Incomplete EOI will not be considered and is liable to be rejected without making any further reference to agency/ bidder/OEM/Implementation Agency(s).
- h) The EOI should be addressed to:-

THE CHAIRMAN & MANAGING DIRECTOR
BECIL Bhawan, C-56, A/17, Sector - 62,
Noida - 201301, UP

- i) EOI must be submitted through <https://becil.euniwizarde.com> portal only. EOI received by post or any other mode after or before the closing date and time mentioned above shall not be considered. EOI(s) sent through TELEX/FAX/Email will not be entertained.
- j) Any amendment in the EOI document, if required, will be posted on website www.becil.com and <https://becil.euniwizarde.com>. All the applicants are therefore advised to regularly visit these websites before submitting the EOI.
- k) The agency/ bidder/OEM/Implementation Agency(s) may be asked to make a presentation before the committee. The evaluation of EOI will also be based on such presentation.
- l) Any amendment in the EOI document, if required, will be posted on website www.becil.com and <https://becil.euniwizarde.com>. All the applicants are therefore advised to regularly visit these websites before submitting the EOI.

vii. PREPARATION OF BIDS ON PORTAL

- a) The bidder/OEM/Implementation Agency should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c) Bidder/OEM/Implementation Agency, in advance, should get ready the bid documents to be submitted as indicated in the tender document /schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Color option which helps in reducing size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports,

auditor certificates etc.) has been provided to the bidder/OEM/Implementation Agency. The bidder/OEM/Implementation Agency can use “My Documents” available to them to upload such documents.

- e) These documents may be directly submitted from the “My Documents” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

viii. SUBMISSION OF BIDS ON PORTAL

- a) The Bidder/OEM/Implementation Agency should login to the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder/OEM/Implementation Agency will be responsible for any delay due to other issues.
- b) The Bidder/OEM/Implementation Agency has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by BECIL.
- c) The bidder/OEM/Implementation Agency has to select the payment option as “e-payment” to pay the tender fee / EMD as applicable and enter details of the instrument.
- d) The bidder/OEM/Implementation Agency s are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidder/OEM/Implementation Agency s. bidder/OEM/Implementation Agency s are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder/OEM/Implementation Agency). No other cells should be changed. Once the details have been completed, the bidder/OEM/Implementation Agency should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder/OEM/Implementation Agency, the bid will be rejected.
- e) The server time (which is displayed on the bidder/OEM/Implementation Agency’s dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidder/OEM/Implementation Agency, opening of bids etc. The bidder/OEM/Implementation Agency should follow this time during bid submission.
- f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers. Upon the successful and timely submission of bid click “Complete” (i.e. after Clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

ix. CLARIFICATION

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

<https://becil.euniwizarde.com>

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.
- c) Please feel free to contact euniwizard helpdesk (as given below) for any query related to

E-tendering Phone No. 011-49606060

Mail id: - helpdeskeuniwizarde@gmail.com

VI. *GENERAL TERMS & CONDITIONS OF THE CONTRACT*

- i. The proposal is to be Submitted in SINGLE BID SYSTEM.
- ii. All bids are to remain valid for six months.
- iii. BECIL reserves the right to solicit additional information from bidder/OEM/Implementation Agency to evaluate which bid best meets the need of the Project. Additional information may include, but is not limited to, past performance records, lists of available items of work will be done simultaneously with the project, on-site visit and evaluations by BECIL personnel, or any other pertinent information. It will be vender's responsibility to check for updated information on website <https://becil.euniwizarde.com> & <https://becil.com>
- iv. BECIL will make its decision based on the ability of the bidder/OEM /Implementation Agency (s) to meet the specific needs, technical expertise of the bidder/OEM/Implementation Agency (s), delivery capabilities, customer references, past satisfactory performance experience, is must besides cost.
- v. BECIL reserves the right to waive off any deviations, accept the whole or part thereof or reject any or all bids and to select the bidder/OEM/Implementation Agency (s) which, in the sole opinion of the Project in charge, best meets the project's interest. BECIL also reserves the right to negotiate with potential bidder/OEM/Implementation Agency s so that its best interest to fulfill the need of project is served.
- vi. BECIL reserves the right to reject any and all proposals, to negotiate all terms of any agreement resulting from this Expression of Intrest, and to request additional information from vendors.

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

VII. ELIGIBILITY CRITERIA

- (i) The Bidder should be registered under the Companies Act 1956/2013 and should be in existence in India for the last Seven (07) years as on date of EOI publish. No Joint Venture or Consortium is allowed.
- (ii) The Bidder should have average annual turnover of at least **Rs. 30,00,000/-**. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid.
- (iii) The bidder should have a valid PAN and GST Registration. Copy of PAN card and GST Registration certificate should be submitted in the bid.
- (iv) The Authorized Signatory for signing the Bid should be duly authorized by Competent Authority to sign the Bid on their behalf.
- (v) The bidder should submit Manufacturers Authorization Certificate (MAF) and Compliance from Original Equipment Manufacturers (OEMs) specific to the bid for items mentioned in this EOI.
- (vi) The bidder should submit Compliance on the company's letter head.
- (vii) Past Project Experience- The bidder should have executed project for supply and installation /commissioning of same or similar Category products during preceding 3 financial years (i.e current year and three previous financial years) as on opening of bid, as per following criteria :
- a. Single order of at least Rs. 34,41,667/-; or
- b. Two order of at least Rs. 19,66,667/-; or
- c. Three orders of at least Rs. 14,75,000/-
- Completion Certificate and work order issued by respective Buyer Organization for the above Orders should be uploaded with bid.
- (viii) The bidder or the OEM of the offered products must have ISO 9001 certification. ISO 9001:2015 / 2018
- (ix) The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing. An undertaking by the bidder should be submitted.
- (x) The Bidder should not be blacklisted/debarred/banned/restricted by any Union Govt./State Govt. / PSU as on date of submission of the Bid. "No-Conviction Certificate" duly signed by authorized signatory signing the bid, should be submitted in the prescribed format.

- (xi) The bidder should give an undertaking on the company's letter head that all the documents/- certificates/ information submitted by them against this EOI are Genuine & True.
- (xii) Copy of the EOI document duly signed and stamped by the bidder in support of having read, understood and complied with the requirements of the tender document.
- (xiii) BECIL reserves the right to accept or reject any or all EOIs or annul this process without assigning any reason and liability whatsoever and to re-invite EOI at its sole discretion. The details of EOI may be viewed on www.becil.com & <http://becil.euniwizard.com>. The corrigendum to this EOI, if any, shall be displayed on the website.
- (xiv) The Client's Tenders and its subsequent addendum/ corrigendum forms an integral part of this EOI.
- (xv) The bidder should give an undertaking that they accept all the Terms and Conditions of the Client's RFP on Back to Back Basis.
- (xvi) In the event of the award of the contract, EMD/PBG will be submitted by BECIL to the customer and EMD/PBG of equivalent amount will be submitted to BECIL by Bidder.
- (xvii) Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents.
- (xviii) Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

VIII. TENDER SPECIFIC TERMS AND CONDITIONS

- i. **OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
- ii. **BIDDER FINANCIAL STANDING:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

- iii. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
- iv. **End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.
- v. **Experience Criteria:** The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.
- vi. **Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid
- vii. Scope of supply includes Training: Number of employees to be trained 10, Place for Training LUCKNOW and Duration of training 1 days.
- viii. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
 - ix. The Seller fails to comply with any material term of the Contract..
 - x. The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
 - xi. The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
 - xii. The Seller becomes bankrupt or goes into liquidation.
 - xiii. The Seller makes a general assignment for the benefit of creditors.
 - xiv. A receiver is appointed for any substantial property owned by the Seller.
 - xv. The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
 - xvi. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
- xvii. **Bidder Turn Over Criteria:** The minimum average annual financial turnover of

the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

- xviii. **OEM Turn Over Criteria:** The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.
- xix. **IMPORTED PRODUCTS:** In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.
- xx. **Availability of Service Centres:** Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.
- xxi. **Dedicated /toll Free Telephone No.** for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
- xxii. **Escalation Matrix For Service Support** : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
- xxiii. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
- xxiv. ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.
- xxv. **Material Test Certificate** Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.
- xxvi. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid

document.

- xxvii. To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): YES.
- xxviii. Warranty period of the supplied products shall be 3 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.
- xxix. **NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.
- xxx. **As per GeM Payment Terms: FIND below**

Delivery, Installation Commissioning and Testing (ICT) details for the above item for the above item as per Tender by End- Client:

Delivery Period(Days)	45 Days
% of Product Cost Payable on Product Delivery	80%
Min Cost Allocation for ICT as a % of product cost	20%
Number of days allowed for ICT after site readiness communication to seller	60 Days

In the event of award of contract to BECIL, the payment shall be paid to System Integrator on back to back basis as per Terms and Conditions laid out in agreement/ work order by BECIL.

IX. Certificates:

Bidder's offer is liable to be rejected if they don't upload any of the certificates/documents sought in the Bid document and Corrigendum if any.

X. INDEMNIFICATION:

The bidder/OEM/Implementation Agency agrees to indemnify BECIL from any and all claims, demands, losses, cause of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of or relating to the execution of contract.

XI. JURISDICTION:

This Agreement shall be construed, interpreted and applied in accordance with, and shall be governed by, the laws applicable in India. The courts at Delhi shall have the exclusive jurisdiction to entertain any matter arising out of or in relation to this Agreement.

XII. TERMINATION:

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- a. The Seller fails to comply with any material term of the Contract.
 - b. The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
 - c. The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
 - d. The Seller becomes bankrupt or goes into liquidation.
 - e. The Seller makes a general assignment for the benefit of creditors.
 - f. A receiver is appointed for any substantial property owned by the Seller.
- The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

XIII. CONFIDENTIALITY

- a. Both the Parties for self and on behalf of their employees, agree to keep all such matters confidential and not to disclose them to anyone, either during or after the expiration/termination of this agreement, except with the written consent of the other party, excepting any information as may be required either under law or any regulatory authority for the parties to perform their obligations under this contract and for such other information that may come into the public domain.
- b. Both the Parties further agree that upon expiration of this MoU, unless extended mutually for further period, both parties shall promptly deliver to each other all material belonging to the other party whatever and wherever it is lying either in their own possession or in the possession of any employee's contract containing such confidential information etc. including submission of Accounts.

XIV. FORCE MAJEURE:

Either party shall be excused from performance of this Agreement during and to the extent that performance is prevented by the occurrence of unforeseen causes beyond the control of and without the negligence of the party claiming excuse and not brought about at the instance of the party claiming to be affected by such event or which, if foreseeable, could not be avoided or provided for and which has caused the non-performance or delay in performance. Such cause includes, without limitation, strike, go slow, other concerned acts of workmen, lockout (not indulged by its own employees), acts of god, war, fire, explosion, act (s) of terrorism, flood, epidemic, riot, sabotage, embargo, blockade, civil disturbance and governmental restrictions or limitations. The party claiming excuse shall give immediate written notice thereof to the other, in any case not later than 15 (fifteen) days following the occurrence of such event. If performance is held up for a continuous period of more than 2 (two) months from the date of first notice, then the two parties shall review the situation and agree upon a course of action so as to protect the interests of both.

XV. INTEGRITY PACT :

The bidder should submit an undertaking that he will sign and integrity Pact with BECIL on award of work.

XVI. SEVERALIABILITY

If any provision of this agreement is held illegal or unenforceable by any court or other authority or competent jurisdiction, such provision shall be deemed severable from the remaining provision of the agreement and shall not affect or impair the validity or enforceability of remaining provision of the agreement.

XVII. BANK GUARANTEE/ PERFORMANCE BANK GUARANTEE

In the event of the award of the contract, BG/PBG will be submitted by BECIL to the customer @ 3% and BG/PBG of equivalent amount will be submitted to BECIL on back to back basis by the bidders.

XVIII. GUARANTEE / WARRANTY PERIOD

Guarantee/ Warranty period will be on Back to Back as per the Term and Condition of the Client's RFP. Warranty period of the supplied products shall be 3 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service.

XIX. GEM PORTAL FEE

In the event of the award of the contract, **GeM portal Fee** will be submitted by BECIL to the customer and equivalent amount will be submitted to BECIL on back to back basis by the bidder.

SECTION - II

EVALUATION PROCESS

I. EVALUATION / SCRUTINY OF EOI

1. EOI Proposals received by the prescribed date and time shall be considered and evaluated.
2. Evaluation/Scrutiny of EOI shall be based on:
 - a. Information contained in the bid, the documents annexed thereto and clarifications provided. If any.
 - b. Assessment of the capability of the bidder//SI/OEM/Implementation Agency based on past record.
 - c. Offered solution Document should meet the core requirement of work.
 - d. BECIL shall communicate qualified bidder/SI/OEM/Implementation Agency by Post/Fax/E-mail. However, it would not constitute a contract between the parties.

II. PRELIMINARY EVALUATION

- (i) BECIL shall evaluate the proposals to determine that they are complete, technically complying, no computational errors have been made, required documents as mentioned in the EOI have been furnished, the documents have been properly signed and the response is generally in order.
- (ii) BECIL may waive any minor infirmity or non-conformity or irregularity in the proposal which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder/OEM/Implementation Agency.
- (iii) In case only one bid is received or during the Technical Evaluation only one bidder/OEM/Implementation Agency qualifies for the next stage of the bidding process BECIL reserves the right to accept/reject the bid.

III. EVALUATION PROCESS

- a. No enquiry shall be made by the bidder/OEM/Implementation Agency (s) during the course of evaluation of the EOI, after opening of bid, till final decision is conveyed to the successful bidder/OEM/Implementation Agency (s). However, the Committee/its authorized representative and office of BECIL can make any enquiry/ seek clarification from the bidder/ OEM/ Implementation Agency s, which the bidder/OEM/ Implementation Agency s must furnish within the stipulated time else the bids of such defaulting bidder/OEM/Implementation Agency s will be rejected. The proposal will be evaluated on the basis of its content, not its length.
- b. The bidder/OEM/Implementation Agency s' proposals will be evaluated as per the requirements specified in the EOI and adopting the evaluation criteria spelt out in subsequent paras of this EOI document. The

bidder/OEM/Implementation Agency are required to submit all required documentation as per evaluation criteria specified in EOI.

- c. Proposals received by the prescribed date and time shall only be considered and evaluated by a duly constituted Tender evaluation committee.
- d. Upon verification, evaluation/ assessment, if in case any information furnished by the bidder/OEM/Implementation Agency is found to be Incomplete/incorrect, their bid will be summarily rejected and no correspondence on the same shall be entertained. Submission of false/forged documents will lead to forfeiture of security deposit/EMD and blacklisting of agency for a minimum period of 3 years from participating in BECIL tenders.
- e. BECIL will review the proposal to determine whether the proposals are as per the requirements laid down. Proposals that are not in accordance with these requirements are liable to be disqualified at BECIL discretion.
- f. Evaluation of proposals shall be based on:
 - i. Information contained in the proposal, the documents submitted there to and clarifications provided, if any.
 - ii. Experience and Assessment of the capability of the bidder/ OEM/ Implementation Agency based on past record.
- g. BECIL reserves the right to seek any clarifications on the already submitted bid documents; however, no fresh documents shall be accepted in support of proposals.
- h. Conditional proposals shall NOT be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of the proposals.
 - i. Even though bidder/OEM/Implementation Agency satisfy the necessary requirements they are subject to disqualification if they have:
 - ii. Made untrue or false representation in the form, statements required in the EOI document.
 - iii. Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.

IV. AWARD OF WORK/AGREEMENT TERMS & CONDITIONS

- a) All the financial terms & conditions will be on back to back basis as per the Terms and Conditions of agreement/ order of BECIL and Client.
- b) Bidder offering the highest net revenue share shall be declared the

successful H1 bidder. Bidder offering the next lower net revenue share shall be declared successful H2 bidder. In case of a tie the competent committee adopt draw of lots or any other suitable method to break the tie without giving any reason/ justification. This shall be done in the presence of tied bidders. The decision of competent committee of BECIL shall be final in this regard and cannot be challenged in any manner and also be abide by all the bidders.

- c) H1 bidder may be called for negotiation.
- d) An agreement shall be signed by BECIL with the successful declared H1 bidder.
- e) After signing the agreement, H1 bidder shall submit detailed priced BoQ. Subsequently BECIL will quote the same price in the end customer's financial bid as per the finally negotiated price agreed by the H1 bidder.
- f) BECIL will place PO on successful H1 bidder only if the BECIL receives its PO/work order from its Customer as mentioned in this tender.
- g) Currency of work Order: BECIL will place work order on bidder in INR only.
- h) Relevant Taxes in line with GST i.e. SGST/CGST or IGST to be considered by the bidder. Taxes rate and nature will be on back to back basis. GST and other applicable taxes will be as per actual.
- i) BECIL shall place order on successful bidder after reducing the BECIL margin percentage i.e..... % of the total value ordered including taxes given to BECIL by the customer for delivery of project/work as per tender condition. PO/Work order will be issued to the successful bidder for the amount which will be calculated after reducing BECIL Revenue share from the PO/Work order issued to BECIL by the prospective buy/end user customer.

SECTION III

- **SCOPE OF WORK & TECHNICAL SPECIFICATIONS**
- **SCOPE OF SUPPLY (BID PRICE TO INCLUDE ALL COST COMPONENTS) :**
- **SUPPLY INSTALLATION TESTING AND COMMISSIONING OF GOODS**

I. BOQ

S.N.	Items	Qty.	Preferred Make	Requirement
1.	Wedge Barrier Unit Set	2 Set	Gunnebo India Pvt. Ltd.	All necessary items shall be provided by the bidder/firm as per requirements.

II. TECHNICAL SPECIFICATION

S.N.	Description
1.	Road Blocker: Hydraulic based with Minimum K12 rating
2.	BLOCKING Width: 4 Meter , Blocking Height 1000 MM or more
3.	UNDERGROUND HOUSING Length: Blocking segment + 200 mm or less Width: 1950 mm or less Depth: 300 mm or less
4.	IMPACT RATE LOAD: Minimum 1852 KJ minimum.
5.	Maximum Vehicle Penetration after impact: 1 Meter from barrier.
6.	Hydraulic Piston Type: Pressure spring pistons for higher lifting efficiency.
7.	Product Certifications: Crash Test Certified according to DOS (USA)/ ASTM, USA or PAS 68 (UK) or IWA 14-1 for impact equal to or more than 1852 KJ for impact load of minimum 7.5 ton truck at speed of 80 km per hour. (Documents of certifications to be attached from any authorized lab with any above three authorities)
8.	OPERATING TIMES: Normal use: Raising approx. 3.5 sec, Lowering approx. 3.5 sec to road surface
9.	Warning Light: LED lighting and front cover fitted to impact beam
10.	EMERGENCY Operation: By hand pump
11.	CONTROL Control unit. Raise - Stop - Lower Control unit in drive cabinet, prewired in factory.
12.	PROTECTION AGAINST CORROSION: Long term protection against corrosion by zinc based multi layer plastic coating. Certificate according to ISOE N7253/ ISO9227 should be submitted. OEM/Supplier should have certificate for salt testing period of minimum 2000 hrs with no significant corrosion on product.

13.	Distance to road blocker with 25m hydraulic hose length
14.	Foundation: Concrete min C30/37, grouting concrete min C30/37, granulation 0-16, The foundation is reinforced with steel bars BSt500 according to separate reinforcement plan.
15.	Power: 4.0 kW, 400V/50 Hz AC, 3 - phases
16.	Control Cabinet Voltage: 24 V

SECTION IV

- **ENCLOSERS / ANNEXURES**

1. Power of Attorney for signing the Bid on Rs. 100 Stamp Paper

KNOW ALL MEN BY THESE PRESENTS,

We "Name of Bidder" do hereby irrevocably constitute, nominate, appoint and authorize _____, who is presently employed with us and holding the position of "_____", as our true and lawful attorney (*hereinafter referred to as the "Attorney"*) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our bid for the Project "**Name of Project**" of "_____" (the "client") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-applications and other conferences and providing information/responses to the client, representing us in all matters before the client, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the client in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the client.

IN WITNESS WHEREOF WE, (Name of Bidder)____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF Date_____ .

For **Name of Bidder**,

Accepted

Witnesses:

1. (Notarized)
- 2.

2. Particulars of The Bidder

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

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

3. Annual Turnover & Net worth

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

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

Full Name of Bidder (Supplier) entity:

Full Address of Bidder (Supplier) entity:

S. No.	Financial Year	Turnover of Bidder	Net worth	Remarks
1	2019-20			
2	2020-21			
3	2021-22			
	Average			

*Enclose Audited Balance sheets only.

Note: The required certificate from CA is enclosed along with this form.

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

4. Proforma of letter of Undertaking for Bid Validity

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

Reference: EOI No. <<>> dated << 202X>>

I/We hereby submit our Bid and undertake to keep our Bid valid for the period of 180 days from the date of submission of the Bid.

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

Signature of Authorized Signatory

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

5. Bid Covering Letter

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

Reference: EOI No.<<>> dated << 202X>>

Dear Sir/Madam,

We, the undersigned, offer to provide Systems Implementation solutions to the Purchaser on <Name of the Systems Implementation engagement> with your Expression of Interest dated <insert date>and our Proposal. We are hereby submitting our Proposal, which includes our Technical bid sealed on the <URL of eProcurement portal> portal.

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

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

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

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

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

6. Credentials Summary

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

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

7. Self-Declaration For Non Black Listing

[ON BIDDER'S LETTER HEAD]

Bidder Ref. No.

Dated :

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

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

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

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

Yours faithfully

For,

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

8. Undertaking Regarding Payment Of GST/ Filing Of GSTReturn

Ref.....

Date

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

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

Dear Sir,

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

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

We hereby certify & undertake that we will not alter, delete or modify the invoices and other details uploaded at GST Portal unless approved by BECIL in writing.

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

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

Signature of Authorized Signatory on behalf of Agency

Address: _____

Mobile: _____

Email ID: _____