

EXPRESSION OF INTEREST
FOR

Selection of Back end partner for participation in tender No. GEM/2025
/B/5798005 dt 13-01.2025 for Security Operation Center Database Access
Management and Network Detection and Response.

EOI No. BECIL/P-III(BT)/ BSF-SIEM//24-25/EOI-01 Dated:
07.02.2025

Issued By

Mr. Binay Kumar Tiwari (DGM)

 <p>बेसिल BECIL</p>	<p style="text-align: center;">Broadcast Engineering Consultants India Limited (A Government of India Enterprise) CIN No. : U32301UP1995GOI017744</p> <p style="text-align: center;"><i>Corporate Office:</i> BECIL BHAWAN, C-56-A/17, Sector-62, Noida-201 307Tel: 0120 4177850, Fax: 0120 4177879</p> <p style="text-align: center;"><i>Head Office:</i> 14-B Ring Road, IP Estate, New Delhi- 110002Tel: 011 23378823, Fax: 01123379885 Web: www.becil.com</p>	 <p>G20 भारत 2023</p>
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DISCLAIMER

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

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SECTION –I

INTRODUCTION AND BRIEF DESCRIPTION

1. ABOUT BECIL

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

The Company was initially set up for providing project consultancy services and turnkey solutions encompassing the entire gamut of radio and television broadcast engineering, establishment of transmission facilities, content production facilities, terrestrial, satellite and cable broadcasting in India and abroad. The company has now diversified into the fields of Strategic Projects such as Information Communication.

Technology, Electronic Surveillance (namely CCTV, Access Control, Intrusion, Fire Safety, Hydrants, etc.). Electronic Media contents including films, Sentinel Analytics, Counter Drones/UAV etc. The activities include, but are not limited to Supply, Installation, Testing & Commissioning, Consultancy Services, Technical Audit, Media Analysis, R&D, projects pertaining to Digital India, City Surveillance, Safe City. Smart City, Make in India, Manufacturing, Audio Video & Data Analysis, Cyber Security, Engineering, Procurement & Construction, Project Management Services, Operation and Maintenance, Manpower Placement, AMC and providing total turnkey project for critical information infrastructure.

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

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

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

2. INTRODUCTION OF PROJECT/TENDER

BSF has floated Tender No. GEM/2025/B/5798005 dt 13-01-2025 for **Security Operation Center Database Access Management and Network Detection and Response.**

3 INTENT AND IMPORTANT ASPECTS OF THE EXPRESSION OF INTEREST (EOI)

The Intent and important aspects of this Expression of Interest is (EOI) are as follows: -

3.1 BECIL is interested to submit a competitive bid in response to the Client Tender No. GEM/2025/B/5798005 dated 13-01-2025 having Last date of submission as 03-02-2025.

3.2 The intent of this EOI is to select a Back-end Technology partner of BECIL, for collaborating with BECIL for preparing a bid and participating in the above mentioned tender and providing support during Proof of Concept and reverse auction and subsequently execute the project if awarded to BECIL. An MOU/ Agreement will be signed by BECIL with the Back-end Technology partner selected through this EOI, for preparation of the bid and participation in the above-mentioned tender.

3.3 In case the bid submitted by BECIL against the said tender, is accepted and BECIL receives Work Order/ Agreement from/ with the Client. BECIL may issue a Work Order to the selected agency. In such a scenario, the following conditions will be applicable, which are to be fully taken into consideration by the bidders, prior submitting a response to this EOI:-

3.3.1 The Back end Technology partner selected through this EOI, may be issued a workorder by BECIL, for undertaking the work as per the above mentioned client's tender.

3.3.2 All terms and conditions of the client's tender, and any subsequent amendments/ corrigenda thereof, will be applicable fully on back to back basis on the Back end technology partner selected through this EOI, including all important terms and conditions like EMD, PBG, Payment Terms, SLA conditions, Liquidity Damages, and any other penalties etc.

3.4 In case the bid submitted by BECIL against the said tender, prepared in collaboration with the backend technology partner selected through this EOI, is accepted and work order issued by client shall be applicable on BECIL and the selected agency in accordance with the consortium agreement signed between BECIL & selected agency. The selected agency shall be jointly and severally responsible for execution of the contract.

3.5 **EMD/ Bid Security:** The EMD shall be submitted on back to back basis by the bidder as per GEM/2025 /B/5798005. Exemption to MSME and startup shall be given as per GOI guidelines. The EMD submitted is refundable and no interest will be paid . The EMD will be refunded ,in case work order is awarded to BECIL on submission of performance bank gurantee and In case of unsuccessful bid ,immediately after the fact came to BECIL Knowledge.

3.6 **Performance Bank Guarantee (PBG):** In case the GEM/2025/B/5798005 dt 13-01-2025 tender is awarded to BECIL, the PBG as applicable shall be payable by the selected

bidder on back to back basis as per the terms and conditions of Client's Tender. The bidder must submit an undertaking in the bid stating that "they will provide the PBG in accordance with the timeline and the terms and conditions outlined in the client's tender.

3.7 All payments in the Project to the selected agency shall be on back-to-back basis only subject to receipt of corresponding payment from the client. An advance payment may be made to the selected agency, only if BECIL, receives an advance from the customer, provided the selected agency submits a bank guarantee (BG) of the equivalent amount to BECIL in addition to the PBG.

3.8 Any Liquidated damages and penalties imposed by the end client in the project shall be imposed on back to back basis to the selected agency.

3.9 In case the selected agency is not able to perform, the work under reference, BECIL will be at its liberty to get the job done through any third party at risk & cost of the selected agency (successful bidder). PBG in this case may be forfeited by BECIL.

3.10 The decision to engage the successful bidder as Back End Technology Partner shall be taken by the Competent Authority of BECIL and accordingly the respective agreement shall be signed.

3.11 Bidders are advised to go through the Scope of Work and terms & condition of the tender No GEM/2025/B/5798005 dt 13-01-2025 to understand the requirement and challenges associated with locations prior to submitting their bids.

SECTION –II

4.1. IMPORTANT DATES (SCHEDULE AND CRITICAL DATES)

S. N	ACTIVITY	SCHEDULED DATE & TIME
1.	EOI Number	BECIL/P-III(BT)/BSF-SIEM/24-25/EOI-01
2.	Date of Issue of EOI	07.02.2025
3.	Last date and Time for Submission of bids	11.02.2025 @ 11:00 AM
4.	Availability of Document	https://becil.ewizard.in
5.	E-tender Portal Fee (Non-refundable)	INR 3,540/- E-tender Portal Fee (non-transferrable & non-refundable) payable through online e-Portal
6.	Bidder Enrolment Fee (Non-refundable)	INR 2360/- Bidder Enrolment Registration fee (non-transferrable & non-refundable) payable through online e-Portal
7.	RFP document Fee (Form Fee) (Non- Refundable)	INR 17,700/- (incl GST) Form Fees (non-transferrable & non-refundable) payable through online e-Portal.
8.	EMD/ Bid Security	The EMD shall be submitted on back to back basis by the bidder as per GEM/2025 /B/5798005. Exemption to MSME and startup shall be given as per GOI guidelines. The EMD submitted is refundable and no interest will be paid . The EMD will be refunded ,in case work order is awarded to BECIL on submission of performance bank gurantee and In case of unsuccessful bid ,immediately after the fact came to BECIL Knowledge.
9.	Address for Communication of bids	BECIL Bhawan, C-56 / A -17, Sector - 62, Noida – 201307.
10.	Contact details for this EOI	Sh. Binay Kumar Tiwari, DGM Tele- 0120-4177850 Email- binaytiwari@becil.com

- NOTE: Broadcast Engineering Consultants India Ltd. reserves the right to amend the EOI tentative schedule and critical dates without giving any explanation whatsoever. Corrigendum may be published in this regard on www.becil.com & <https://becil.ewizard.in>. Bidders are advised to check the website for updates in this regard.
- Bidders to Note that opening/evaluation of the responses will be subject to accord of extension of submission of bid GEM/2025/B/5798005 on Gem portal by BSF (Border Security Force)

4.2. INSTRUCTIONS FOR E-TENDERING PORTAL OF BECIL

4.2.1 E-TENDER PORTAL FEE

The bidder 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.

4.2.2 SUBMISSION OF THE PROPOSAL

The bidders are advised to study the RFP document carefully. Submission of proposals shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. Bidders shall have to submit their proposal (Technical and Financial) online through the e-tendering website <https://becil.ewizard.in>

4.2.3 E-TENDERING PROCEDURE

(i) 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.ewizard.in>. These will be invited for online Bids. Bidder Enrolment can be done using "Bidder Enrolment".

(ii) The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on <https://becil.ewizard.in> the e-tendering portal as per uploaded bid.

(iii) More information useful for submitting online bids on may be obtained at: <https://becil.ewizard.in>

4.2.4 GUIDELINES FOR REGISTRATION ON PORTAL

(i) Bidders are required to enroll on the e-Procurement Portal by clicking on the link "Online Bidder Enrolment" on the e-tender Portal by paying the **Registration fee of Rs. 2360/- (inclusive of taxes)**.

(ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

(iii) Bidders 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 bidders.

(iv) Upon enrolment, the bidders 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 bidders can contact our help desk for getting the DSC.

(v) Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

(vi) Bidder 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.

(vii) The scanned copies of all original documents should be uploaded in pdf format on portal <https://becil.ewizard.in>

(viii) After completion of registration payment, bidders need to send their acknowledgement copy on our **help desk mail ID: helpdesk@ewizard.com** for activation of your account.

Helpdesk Number : Tel 011-49606060 , 9355030616, 9560364871

4.2.5 SEARCHING FOR TENDER DOCUMENTS ON PORTAL

(i) There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.

(ii) Once the bidders 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 bidders through e-mail in case there is any corrigendum issued to the tender document.

4.2.6 PREPARATION OF BIDS ON PORTAL

(i) Bidders should take into account any corrigendum published on the tender document before submitting their bids.

(ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.

(iii) Bidders, 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.

(iv) 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 bidders. Bidders can use “My Documents” available to them to upload such documents.

(v) 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.

4.2.7 SUBMISSION OF BIDS ON PORTAL

(i) Bidder should log into 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 will be responsible for any delay due to other issues.

(ii) The bidder 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.

(iii) Bidder has to select the payment option as “e-payment” to pay the tender fee / EMD as applicable and enter details of the instrument.

(iv) Bidders 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 bidders. Bidders 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). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

(v) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

(vi) 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.

4.2.8 CLARIFICATION

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

<https://becil.ewizard.in>

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

E-tendering Phone No. 011-49606060

Mail id: - helpdesk@ewizard.com

SECTION –III
EOI NOTICE & GENERAL TERMS AND CONDITION

5 **EOI NOTICE**

5.1 Broadcast Engineering Consultants India Limited (BECIL) invites Expression of Interest (EOI), through online mode, for selection of a Back end Technology partner of BECIL, for preparing a bid and participating in the above mentioned tender and providing support during Proof of Concept and reverse auction for Tender Number GEM/2025/B/5798005 dt 13-01-2025 floated by BSF

5.2 The EOI must be submitted in English Only. All the documents including the supporting documents/ enclosures etc. must be Calibri/ Aerial/ Times New Roman, font size-12 and fully legible. Supporting documents if in a language other than English must be accompanied by an English translated document. The English version shall prevail in matters of interpretation. EOI Documents which are not legible shall be rejected.

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

5.4 In case the bidder has any doubt about the meaning of anything contained in the EOI document/pre-bid queries, they shall seek clarification within 2 days of issue of EOI. Except for any written clarification by Shri Binay Tiwari, DGM, BECIL, no written or oral communication, presentation or explanation by any other employee of BECIL shall be taken to bind or fetter BECIL under the contract. In case of such clarification or otherwise, the extension in the bid submission date of the EOI shall be entirely on the discretion of BECIL taking into the consideration of end client's tender submission due date.

5.5 The Management of BECIL reserves the right to amend or withdraw any of the terms and conditions mentioned in the EOI Document or reject any or all the bids without giving any notice or assigning any reason. The decision of the CMD, BECIL in this regard shall be final and binding on all.

5.6 BECIL reserve the right to amend any term of the EOI at any point of time before the submission and bidder should regularly check the website. Further, BECIL also reserves to increase/ decrease/ delete/ add any BOQ item. Further any amendment done by client after the selection of bidder, all the amendment will be applicable. In case of non-acceptance of such amendment, the EMD submitted will be forfeited by BECIL and blacklisting of agency may be done for a minimum period of 3 years from participating in BECIL EOI/tenders

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

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

Even after participation in the EOI by any bidder will be on "NO COST NO COMMITMENT" basis. The Bidder shall bear all cost associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges, authentication charges and any associated charges including taxes & duties thereon. Further, BECIL will

in no case be responsible or liable for these costs, regardless of the outcome of the bidding process.

5.9 For Consortium / Joint Venture: (Not Applicable)

6 SUBMISSION OF EOI

6.1 EOI, complete in all respects, must be submitted online on the <https://becil.ewizard.in>.

6.2 BECIL may, at its own discretion, extend the date for submission of EOI. In such a case all rights and obligations of BECIL and the bidders shall be applicable to the extended time frame.

6.3 As the EOI can be submitted only up to the defined date and time, there can't be any late bids.

6.4 At any time prior to the last date for receipt of EOI, BECIL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by an amendment. The amendment will be notified on BECIL's website <http://www.becil.com> & <https://becil.ewizard.in> and should be taken into consideration by the prospective bidders while preparing their EOI.

6.5 The bidders will bear all costs associated with the preparation and submission of their bids. BECIL will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

6.6 The bidder shall ensure that it fulfills the eligibility criteria as desired in the EOI and other essential conditions. Compliance statement of Eligibility criteria with the documents submitted as a proof is to be prepared and submitted. The supporting documents may be with list of existing and past clients with details of services offered, details of similar projects executed.

6.7 The EOI should be duly signed on each page by authorized person. Documents authorizing the signatory /Power of Attorney must accompany the bid.

6.8 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. In complete EOI will not be considered and is liable to be rejected without making any further reference to agency/ bidder.

6.9 Bidders have to take into account any changes/ amendments made in the end client's tender/ RFP through corrigendum till date of submission of bid in response of EOI.

6.10 Checklist of documents/information to be submitted	
(a)	Company/ bidder -Particulars as per format.
(b)	Certificate of Incorporation (for Company)
(c)	Memorandum & Articles of Association/Partnership deed/Proprietorship declaration
(d)	Audited financial statements for the last 3 years i.e. FY 2021-22; 22-23; 23-24.
(e)	ITR Acknowledgment for last 3 years i.e. FY 2021-22; 22-23; 23-24
(f)	Undertaking to provide the PBG in accordance with the timeline and the terms and conditions outlined in the client's tender
(g)	GST Registration Certificate
(h)	Copy of PAN Card
(i)	Any other relevant registration documents on registration with other appropriate authorities (ESIC, EPFO, Labour deptt etc.)
(j)	Power of Attorney authorizing the person signing the bid for this EOI.
(k)	Undertaking in letter head to indemnify BECIL from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.
(l)	Undertaking in compliance to Office Memorandum No. F. No. 6/18/2019-PPD, Dated 23-07-2020, Department of Expenditure, Ministry of Finance as per Clause 8.9.
(m)	All the requisite documents in the prescribed formats placed at Annexures to this Eoi
(n)	Pre-Contract Integrity Pact as per Annexure-A
(o)	All the documents in support of Technical criteria like Experience Certificates, PO, proposed Makes for the solution, Solution architecture (if asked) and other documents as required.
(p)	Declaration regarding acceptance of Terms and conditions of EOI.
(q)	Undertaking for compliance with signing of Non-disclosure agreement as per clause 9
(r)	Undertaking for payment of EMD/ Bid Security if selected or claiming EMD exemption under startup and MSME enclosing the relevant documents.

7 OPENING OF EOI

7.1The bids submitted against this EOI shall be opened on 11.02.2025 @ 11:30 AM. BECIL reserves the right to change the date of opening of bid.

7.2Bidders who wish to attend opening of EOI may visit BECIL for the same at the designated time, with authorization in proper format on bidder's letter head.

8 GENERAL TERMS & CONDITIONS OF EOI

8.1 All bids are to remain valid for minimum of 240 days from the date of submission. BECIL reserve the right to seek the extension of bid validity.

8.2 BECIL reserves the right to solicit additional information from bidder to evaluate

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

8.3 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 which, in the opinion of BECIL, best meets the project's interest. BECIL also reserves the right to negotiate with potential bidder so that its best interest to fulfill the need of project is served.

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

8.5 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-contractor, without prior written consent of BECIL.

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

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

8.8 Intellectual Property Rights:

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

8.8.2 The bidder shall, not later than upon termination or expiration of this EOI 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.

8.8.3 The bidder may retain a copy of such documents and software but shall not use it for any commercial purpose.

8.9 The bidder shall submit an undertaking on their letter-head stating that:

"In reference to the Government of India, Ministry of Finance, Department of Expenditure, Office Memorandum No. F.No. 6/18/2019-PPD, Dated 23-07-2020. I hereby submit that:

“We have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are not from such a country *or our beneficial owner is not from such a country or we will not sub-contract any work to a contractor from such countries*, if from such a country, have been registered with the Competent Authority.

We hereby certify that we fulfill all requirements in this regard and are eligible to be considered. *Where applicable, evidence of valid registration by the Competent Authority shall be attached.”.

8.10 The bidder whose Purchase Order(s) for any Project of BECIL was/were cancelled on risk & cost basis for non-performance or non- submission of performance guarantee in last 2 years, are not eligible to participate in this EOI.

8.11 SIGNING OF NON-DISCLOSURE AGREEMENT

Bidders interested to participate in this EOI, where client requires signing of NDA, then bidder also 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 will not be considered by BECIL.

8.12 BIDDER CODE OF CONDUCT AND BUSINESS ETHICS

BECIL is committed to its values & beliefs and business practices to ensure that companies and suppliers, who supply goods, materials, or services, will also comply with these principles.

9 BRIBERY AND CORRUPTION

Bidders are strictly prohibited from directly or indirectly (through intermediates or subcontractors) offering any bribe or undue gratification in any form to any person or entity and / or indulging in any corrupt practice in order to obtain or retain a business or contract. In case of any bidder is found indulging in these unethical/unlawful means, the bidders shall be disqualified and his EMD/PBG will be forfeited.

10 INTEGRITY, INDEMNITY & LIMITATION

Bidder shall maintain high degree of integrity during its dealings with business/contractual relationship with BECIL. If it is discovered at any stage that any business/ contract was secured by fraud or misrepresentation or suspension of material facts, such contract shall be voidable at the sole option of the competent authority of BECIL. For avoidance of doubts, no rights shall accrue to the supplier in relation to such business/contract and BECIL or any entity thereof shall not have or incur any obligation in respect thereof. The supplier shall indemnify BECIL in respect of any loss or damage suffered by BECIL on account of such fraud, misrepresentation, or suspension of material facts.

The vendor found to be indulging in the unethical/fraudulent practices, violating the code of integrity and the terms and condition of the EOI or the successive work order/letter of award shall be eligible to be de-barred as per the department of expenditure guidelines on debarment of firms from bidding.

11 **CODE OF INTEGRITY**

11.1. No official of a Purchaser or a Bidder shall act in contravention of the codes which includes Prohibition of:

11.1.1 Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

11.1.2 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.

11.1.3 Any collusion bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.

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

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

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

11.1.7 Obstruction of any investigation or auditing of a procurement process.

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

12 **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 nonresponsive. 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:

12.1 directly or indirectly controls, is controlled by or is under common control with another Bidder; or

12.2 receives or have received any direct or indirect subsidy/ financial stake from another bidder; or

12.3 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 Authorised distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or

12.4 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

12.5 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

12.6 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/ Detailed 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.

12.7 Blacklisting/ Debarment

The Bidder/Contractor shall be debarred/blacklisted from bidding for the contract/tender floated by BECIL for a period of two years, for violation of the code of integrity as well as for the material breach of 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. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/employee of the BECIL for showing any favor in relation to this or any other contract, shall render the bidder to such liability as BECIL may deem fit, including but not limited to debarment, blacklisting and forfeiture of the bank guarantee and earnest deposit. In case, it is found that the Vendor/ Supplier/ Contractor/ Bidder/ Consultant is indulgent in fraudulent/coercive practice at the time of the bidding process or during the execution of the contract, and/or on other ground as mentioned in the Integrity Pact, the contractor/bidder shall be banned/debarred for a period of two years from bidding

SECTION –IV SCOPE OF WORKS

13 SCOPE OF WORK/SCHEDULE OF REQUIREMENTS

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

Client's Tender Reference No_GEM/2025/B/5798005 dt 13-01-2025

Website: <https://gem.gov.in>

The tentative Specifications as per attached tender documents are attached with the EOI.

- 13.2** The tentative BOQ as per attached tender documents is also attached with this EOI.
- 13.3** The bidder shall consider all incidental and ancillary requirements and cost thereof to complete the project before submitting the EOI.

SECTION –V

16. ELIGIBILITY CRITERIA AND EVALUATION

S.No.	Eligibility Criteria	Documents to be submitted
1	The Bidder shall be Company/ bidder incorporated /registered in India under Companies Act 1956/ 2013; with at least 3 years of operations in India as on Bid submission Date.	a. RoC certificate in case of Company. b. Memorandum and Article of Association c. Other relevant documents in case of company, proprietors and Partnership firm indicating details of Director d. Other registration certificate, if any required.
2	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.	Certificate by the CA.
3	The Bidder and OEMs should not be blacklisted/ debarred/ banned/ restricted by any Union Govt./State Govt. / PSU as on date of submission of the Bid.	“Self-declaration for blacklisting as per the given annexure” duly signed by authorized signatory signing the bid, should be submitted.
4	The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March 2024 , should be <u>02 Cr.</u> The minimum average annual financial turnover of the OEM during the last three years, ending on 31st March 2024 should be 40 Cr. 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.	a. Certificate by the CA as per Annexure D. b. Audited financial statements. c. ITR Acknowledgment. • MSME OEMs exempted from the criteria of average annual financial turnover. MSME / Udyam Aadhar with latest balance sheets should be submitted by such OEMs.
5	Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for Rupees 2.5 Crore, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. 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	Relevant work-order to be attached with completion.

	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.	
6	The bidder should have positive net worth as per the audited financial results for the last Financial Years ending 31 March 2024.	Relevant CA certificate
7	Bidder must have the solvency certificate/ credit facility certificate/ financial capability certificate from the bank for minimum value of INR. 1crore.	Certificate from Bank
8	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 for number of Financial years as indicated above in the bid document before the bid opening date. <u>Similar Category : SIEM Security Incident And Event Management with Integrated Theat Intel Platform.</u>	PO and Work Completion documents. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
9	Bidder should have an establishment in India) for providing services & support for tendered goods.	Relevant undertaking on bidder's letterhead.
10	Bidder must submit undertaking for doing POC (if required) and supporting BECIL during Reverse Auction of the end client tender.	Undertaking on non-judicial stamp paper as per as per Annexure-L
11.	Bidder must provide Comfort Letter from OEMs in Category of <u>SIEM Security Incident And Event Management with Integrated Theat Intel Platform.</u>	OEM support letter may be submitted with the bid by Bidder.

17. PRELIMINARY EVALUATION

17.1 BECIL shall evaluate the proposals to determine that they are complete, technically complying, no computational errors have been made, required documents as mentioned in the EOI have been furnished, the documents have been properly signed and the response is generally in order.

17.2 BECIL may waive off any minor infirmity or non-conformity or irregularity in the proposal which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

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

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

18 EVALUATION PROCESS

18.1 No enquiry/ query shall be made by the bidders during the course of evaluation of the

EOI, after opening of bid, till final decision is conveyed to the successful bidder. However, the Evaluation Committee/ its authorized representative and office of BECIL can make any enquiry/ seek clarification from the bidders, which the bidder must furnish within the stipulated time else the bids of such defaulting bidders will be rejected. The proposal will be evaluated on the basis of its content, not its length.

18.2 The bidder'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 bidders are required to submit all required documentation as per evaluation criteria specified in EOI.

18.3 Upon verification, evaluation/ assessment, if in case any information furnished by the bidder is found to be 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 EOI/tenders.

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

18.5 Evaluation of proposals shall be based on:

18.5.1 Information contained in the proposal, the documents submitted there to and clarifications provided, if any.

18.5.2 Experience and Assessment of the capability of the bidders based on past record.

18.6 BECIL reserves the right to seek any clarifications on the already submitted bid documents. BECIL also reserves the right to cross verify the information with any agency.

18.7 Conditional proposals shall NOT be accepted on any ground and shall be rejected straightway. If any clarification is required by the bidders, the same should be obtained before submission of the proposals.

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

13.8.1 Made untrue or false representation in the form, statements required in the EOI document.

13.8.2 Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.

18.9 The Financial Evaluation of the Bidders will be done only for those who qualify the Eligibility Criteria and other mentioned criteria of the EOI.

19 **FINANCIAL EVALUATION:**

19.1 Bidders are advised to quote the lump sum amount of the BOQ as per for the required services. The successful bidder will be determined based on the lowest offered rates ranked as L-1.

19.2 Financial to be quoted as per the Price bid format at Annexure- M.

19.3 The price offered by L1 bidder is subjected to negotiation during the Reverse Auction of the tender floated by BSF. The final price for the work will be decided on conclusion of RA.

19.4 The successful agency will be selected on the basis of L1 price, where L1 indicates the Lowest price offered to BECIL as per price format. The price in Column A will be considered as the price offered by Bidder.

A pre-Bid agreement shall be signed by BECIL with the successful declared L1 bidder

SECTION –VI

ENCLOSURES AND ANNEXURES

Annexure-A

PRE-CONTRACT INTEGRITY PACT

Between

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

And

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

Preamble:

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

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

Section 1 – Commitments of the Principal

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

- a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or Immaterial benefit which he/she is not legally be entitled to.
- b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude all known prejudiced persons from the process.

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

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

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

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

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

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

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

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

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

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

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

Section 4 – Compensation for Damages

4.1. If the Principal has disqualified the contractor from the tender process prior to the award according to

Section 3, the Principal is entitled to demand and recover the damages Equivalent to Earnest Money Deposit / Bid Security.

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

Section 5 – Previous transgression

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

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

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

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

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

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

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

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

Section 8 – External Independent Monitor/Monitors

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

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

8.3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under

contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

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

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

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

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

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

Section 9 – Pact Duration

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

Section 10 – Other provisions

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

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

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

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

FOR AND ON BEHALF OF CONTRACTOR

FOR AND ON BEHALF OF PRINCIPAL

यूनियन बैंक ऑफ इंडिया  Union Bank of India

100% MEMBER OF RBI (RBI) A Government of India Undertaking



आन्ध्र
Andhra



मिड कॉर्पोरेट
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: UBININBNDL
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, 1 st Floor, D Block, Connaught Place, New Delhi, 110001.
IV	BSR Code	549797
v	MICR	110026046
vi	SWIFT CODE	UBININBNDL
VII	11 Character IFSC Code of the Bank (Either enclosed a cancelled Cheque or obtain Bank Certificate as appended)	UBIN0549797
VIII	Bank Account Number as appearing on the Cheque Book	565101000065461
IX	Bank Account Type	Overdraft
X	If other, Specify	--

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

Bank Stamp with Authorized Signatory

Date 20-01-2023

Page 1 of 1

Particulars of The Bidder

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

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

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	2021-22			
2	2022-23			
3	2023-24			
	Average			

*Enclose Audited Financial statement for above mentioned period along with audit report.

Note: The required certificate from CA with UDIN No. is enclosed along with this form. Certificate without UDIN No. will be rejected.

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Performa 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 240 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: _____

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

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

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

We agree to abide by all the terms and conditions of the EOI document. We would hold the terms of our bid valid for <240> 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: _____

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						

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

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: _____

Undertaking Regarding Payment Of GST/ Filing Of GST Return

Ref.....

Date

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

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

Dear Sir,

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

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

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

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

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

Signature of Authorized Signatory on behalf of Agency

Address: _____

Mobile: _____

Email ID: _____

Undertaking for POC and/or Reverse Auction
(Notarized on Non-Judicial Stamp paper of Rs 100)

We have thoroughly reviewed the Proof of Concept (POC) requirements outlined in the tender documents and we hereby undertake to successfully complete the Proof of Concept (POC) at the client's premises as and when required by BECIL.

We acknowledge and fully understand the critical importance of meeting all technical and execution requirements outlined in the tender, particularly for the BSF project. We further confirm that we will adhere to the established timeline and quality standards while executing the POC.

We fully recognize that any failure to meet the tender specifications, including but not limited to non-compliance in executing the POC and/or support BECIL in Reverse Auction or any refusal to proceed with the IOCL project after the award of work to BECIL, will result in the forfeiture of our Earnest Money Deposit (EMD), Bank Guarantee (BG), or any equivalent security submitted by us. Additionally, such non-compliance may lead to the blacklisting of our company. We also indemnify BECIL for any other losses above the forfeited amount.

Signature of Authorized Signatory on behalf of Agency

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

KNOW ALL MEN BY THESE PRESENTS,

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

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

For **Name of Bidder**,

Accepted

Witnesses:

Tentative bill of Quantity

Item Number	Item Title	Item Description	Item Quantity	Unit of Measure	Delivery Period (In number of days)	OEM NAME
1	SIEM Security Incident And Event Management with Integrated Theat Intel Platform	SIEM Security Incident And Event Management with Integrated Theat Intel Platform	1	Nos	60	
2	SOAR Security Orchestration comma Automation and Response with UEBA	SOAR Security Orchestration comma Automation and Response with UEBA	1	Nos	60	
3	DAM Database Activity Monitoring	DAM Database Activity Monitoring	1	Nos	60	
4	ELA Event long Aggregator and Log Collector with NTP Server	ELA Event long Aggregator and Log Collector with NTP Server	1	Nos	60	
5	Patch Management Solution	Patch Management Solution	1	Nos	60	
6	NDR	NDR	1	Nos	60	
7	Workstation	Workstation	5	Nos	60	
8	Video Wall Panel	Video Wall Panel	4	Nos	60	

OEM name to be given by bidder.

PRICE BID FORMAT

SI	Item Description	Qty	Units	Lump Sum Price offered for the complete Project (inclusive of AMC, Spares etc.) as per full Scope of Work (Inclusive of GST)
1	Selection of Back end partner for in for Security Operation Center Database Access Management and Network Detection and Response as per end client tender No. GEM/2025/B/5798005 dt 13-01-2025.	1	job	