

Broadcast Engineering Consultants India Limited
(Under Ministry of Information and Broadcasting)
C-56/A-17, Sector-62, Noida- 201307. U.P.

BECIL/P-BT/MNIT/LAN/24-26/EOI-01/C-1
28 March 2025

Addendum No. 1

In reference to the EOI no. BECIL/P-BT/MNIT/LAN/24-26/EOI-01 dated 25 March 2025 for Selection of Back end partner for Tender No: F5(1306)ST/MNIT/DIS/2024 dt 21.02.2025 for Design, Supply, Installation, Testing and Commissioning for Comprehensive Upgradation of Wired and Wireless Campus LAN. The following Addendum is being done in the terms & conditions of the EOI.

5.10 For Consortium / Joint Venture: Allowed

5.10.1 In case of a Consortium/JV, Power of Attorney issued by Board of Directors/ Chairman/CEO / MD / Company Secretary of the Consortium Lead Member as well as Consortium Member(s) of the Consortium/ partners of JV, in favour of the authorised employee(s) of the Consortium /Lead member of JV, for signing the documents on behalf of the Bidder, in respect of this particular tender/ EOI, to sign the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender/ EOI and act and take any and all decisions on behalf of the Consortium/JV, are to be submitted.

5.10.2 The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

5.10.3 Bids from consortium/ JV of only two members Including a Leader are acceptable provided that they jointly fulfill the qualification criteria and requirements stated in the Tender/ EOI Documents. Participating Consortium/ JV shall submit the Agreement as per the format attached, clearly defining the roles and responsibility of each member. Members of consortium/ JV shall assume responsibility jointly & severally. The bid security shall be submitted by the Lead Member of the Consortium/ JV. In case of award, the agreement/MOU shall be signed with the lead Member. Further, in case the project is awarded to BECIL, BECIL will accept invoicing and make payment to the Lead Member of the Consortium/JV.

5.10.4 The Consortium/ JV Agreement must clearly define the Consortium Leader/ Lead Partner of JV, who shall be responsible on behalf of the Consortium/JV during the period of evaluation of the bid as well as during the execution and timely completion of all the contractual obligations and shall receive/ send instructions for and on behalf of the Consortium/JV.

5.10.5 A Consortium/ JV once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the Consortium/ JV or their

respective roles/ scope of supply/work, except with prior written approval of BECIL. If during the evaluation of bids, a Consortium/ JV propose any alteration/ changes in the orientation

of Consortium/JV or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such Bidder shall be liable for rejection.

5.10.6 Any member of the Consortium/ JV shall not be eligible either in an individual capacity or be a part of any other Consortium/JV to participate in this tender/ EOI. Further, no member of the Consortium/ JV should have been put on 'Holiday' or banned/ blacklisted by BECIL/ Government department/ Public Sector as on the due date of submission of bid. Offer submitted by such Consortium/ JV shall not be considered for opening/evaluation/Award.

5.10.7 If such bidder is declared L-1, BECIL will sign a Pre-bid Agreement with the Lead member of the Consortium/ JV.

Consortium Agreement

(On Rs. 100 Non-Judicial Stamp Paper duly notarized by the Notary Public)

In compliance to **Clause No..... of Tender/EOI No.dated.....**, a consortium has been formed on **<Date>** between **<Bidder's Name>** and **<Consortium partner names>** to meet various eligibility conditions and experience criteria specified in the said Tender/EOI.

It has been agreed among bidder and the consortium partner that **<Bidder's Name>** is designated to submit the Bid on behalf of this consortium and henceforth called as Bidder. "Lead Bidder" and the "Bidder" have been used interchangeably. It is also confirmed that all the members of the said consortium meet the eligibility conditions as specified in the above referred tender/EOI and have authorised the "Lead bidder" by way of duly executed power of attorney in his favour to act on their behalf.

It has been agreed that the Lead bidder shall furnish Performance Bank Guarantees (PBGs) for Work order (WO).

It has also been agreed that the in its capacity as lead Bidder, **<Bidder's Name>** will interact with BECIL for all obligations including signing the agreements and commercial transactions.

The Lead bidder and consortium partner shall be liable for due performance of the contract jointly and severally.

The broad roles and responsibility of both the parties shall be as below:

1. **<Lead Bidder's Name>**
 - a.
 - b.
 - c.....

2. **<Consortium partner's Name>**
 - a.
 - b.
 - c.....

The details of Bidder and consortium partners are as under: -

<Bidder Name>: - <Details containing Registered office & correspondence address>

<Consortium Partner >: - <Details containing Registered office & correspondence. address>

IN WITNESS WHEREOF the parties have caused this AGREEMENT to be executed by their duly authorised officers as of the day first above written

For <Bidder's Name> Signature of Authorised Signatory	For <Consortium Partner> Signature of Authorised Signatory
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Name: - Designation: - Contact Phone: - Email-ID: - Date: - Witness-1 Signature: - Name: - Designation: - Contact Phone: - Email-ID: - Date:	Name: - Designation: - Contact Phone: - Email-ID: - Date: - Witness-1 Signature: - Name: - Designation: - Contact Phone: - Email-ID: - Date:
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-S/d
Dy. General Manager