#### **EXPRESSION OF INTEREST (EOI)**

FOR

# EMPANELMENT OF AGENCIES FOR IMPARTING TRAINING IN CYBER SECURITY AND FORENSIC

#### **IS INVITED FROM**

#### ELIGIBLE AND EXPERIENCED AGENCIES

ON BEHALF OF

BROADCAST ENGINEERING CONSULTANTS INDIA LIMITED (A GOVERNMENT OF INDIA ENTERPRISES) (UNDER MINISTRY OF INFORMATION AND BROADCASTING) 14-B, INDRAPRASTHA ESTATE, RING ROAD NEW DELHI-110002

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ब्रॉडकास्ट इजीनियरिंग कसल्टेंट्स इंडिया लिमिटेड (सूचना एवं प्रसारण मंत्रालय के अधीन–भारत सरकार का उद्यम) (मिनि रत्न कम्पनी) (CIN - U32301UP1995GOI017744)

BROADCAST ENGINEERING CONSULTANTS INDIA LIMITED (A Government of India Enterprise - Under Ministry of Information & Broadcasting) (A Mini Ratna Company) पंजीकृत एवं कॉर्पोरेंट कार्यालय : बेसिल मवन, सी–56 / ए–17, सैक्टर–62, नोएडा–201307 (उएप्र0), फोन : +91 120 4177850, फैक्स : +91 120 4177879 Registered & Corporate Office : BECIL BHAWAN, C- 56/ A-17, Sector-62, Noida-201307 (U.P.), Tel. : +91 120 4177850, Fax: +91 120 4177879



## LETTER OF INVITATION

EOI Ref: BECIL/EOI/Cyber Training/01/2020 October 2, 2020

Sir/Madam,

Broadcast Engineering Consultants India Limited (BECIL) is a 'Mini Ratna' Central Public Sector Enterprise (CPSE) established under the Company Act, 1956 in the year 1995 by the Government of India. BECIL is under the administrative control of the Ministry of Information & Broadcasting. The company provides consultancy in the field of Broadcasting and undertakes implementation of projects on turnkey basis. BECIL diversified its business into several areas and domains such as Information Technology, ITES, Security Surveillance system, Cyber Security to name a few. Further information about the company may be see on its website (www.becil.com).

BECIL invites Expression of Interest (EOI) from eligible and experienced agencies for providing training in cyber security and forensics and also for conducting training programmes to the eligible clients/customers (staff and employees) on a PAN India basis.

Expression of Interests (EOI) complete in all respect including requisite documents (towards eligibility criteria and the proof of EOI processing fee) is to be send through email. The Subject of the email should be <u>"Expression of Interest (EOI) for empanelment of agencies for imparting training in cyber security and forensic</u>".

The detail for submission of EOI response has been mentioned in this EOI document.

This EOI is issued with no commitment for empanelment and BECIL reserves the right to modify or edit any part thereof at any stage without assigning any reason. BECIL also reserves the right to withdraw or scrap the EOI at any stage should it become necessary without assigning any reason. The terms and conditions mentioned in the EOI document is deemed to have been accepted by the bidder on their submitting the same through email or otherwise.

#### **2. INSTRUCTION TO THE BIDDERS**

# 2.1 Standard Definitions

1	Government	Means the Government of India	
2	BECIL	Means Broadcast Engineering Consultants India Limited, a Government of India Enterprises, under Ministry of Information and Broadcasting	
3	Bidder/Agency	Means any interested, eligible and experienced agencies who would submit their proposals against the EOI for providing training and skill development in cyber security and forensics and also for conducting training programmes to the eligible clients/customers (staff and employees) on a PAN India basis	
4	Instructions to Bidders	Means the document, which provides bidders with align formation needed to prepare their proposals.	
5	EOI	Means the Expression of Interest prepared by the BECIL for the short listing of Bidders	
6	Empanelment	Means the empanelment with BECIL, for providing training and skill development in cyber security and forensics and also for conducting training programmes to the eligible clients/customers (staff and employees) on a PAN India basis	
7	Processing fee (non-refundable)	Rs.10,000/- ( Online mode as per attached bank details ) Exemption:- MSME & Start up India certified company	
8	Empanelment fee (non-refundable)	Rs.50,000/- ( Online mode as per attached bank details )	
9	Personnel	Means professionals and support staff provided by the bidder	
10	Proposal	Means the Technical Proposal	

Sr. No	Description	Remarks	
1	Subject of EOI	Expression of Interest (EOI) for empanelment of agencies for providing training in cyber security and forensics and also for conducting training programmes to the eligible clients, customers (staff and employees) on a PAN India basis	
2	EOI reference	BECIL/EOI/Cyber Training/01/2020	
3	EOI type	Open	
4	EOI category	Services	
5	EOI submission mode	Online (through email)	
6	EOI issue dated	October 2, 2020	
7	Due date for submission of clarification	09/10/2020 up to 1300 Hrs	
8	Due date for submission of EOI response	20/10/2020 up to 1500 Hrs	
9	Date for opening of EOI response	20/10/2020 up to 1600 Hrs	
10	Contact details for correspondence	Mr. Khuswinder Singh Bhatia, Assistant General Manager Email: <u>khuswindersingh@becil.com</u> Mobile: 8130190439 Telephone/Fax number: 011-23378823 / 011-23379885	
11	Postal address	The Chairman and Managing Director, Broadcast Engineering Consultants India Limited 14-B, Indraprastha Estate, Ring Road, New Delhi-110002	
12	Period of empanelment	2 years extendable by 1 year	

# 2.2.1 EOI processing fee

The EOI response shall be accompanied by a non-refundable processing fee of an amount of Rs 10,000/- (Non-refundable) by way of Online payment (the account details enclosed with this EOI document). The copy of electronic transfer shall be included in the EOI response documents. MSME & startup are exempted.

# 2.2.2 Empanelment fee

Shortlisted agencies shall have to submit a non-refundable empanelment fee of an amount of Rs 50,000/-(Non-refundable) by way of Online payment (the account details enclosed with this EOI document).

The empanelment letter and agreement/contract shall be issued/signed to/with the successful bidder only after receipt of the empanelment fee from them.

## 2.2.3. Important notice to all the bidders

- a) An incomplete or ambiguous or conditional or late proposal is liable to be summarily rejected
- b) The bidder must attest the original EOI document/response with authorized signature and stamp as an acceptance of the EOI terms and conditions and submit the same along with the EOI response. In case of non-compliance, the proposal is liable to be summarily rejected

## Note:

- (i) As a part of pre-bid if there are changes in submission format, then all the proposals submitted till that time will be null and void. The bidder has to resubmit the proposals again.
  BECIL will not take any responsibility for any lapse what so ever on account of this issue.
- (ii) Compliance to registration requirements and payment regarding the same etc. and timely uploading of the proposals will be responsibility of the bidder.

## 2.3 Terms & Conditions of the EOI

#### 2.3.1 Conditions under which this EOI is issued

- a. This EOI is not an offer and is issued with no commitment. BECIL reserve the right to withdraw the EOI and change or vary any part thereof at any stage. BECIL also reserve the right to disqualify any bidder, should it be so necessary at any stage. BECIL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this EOI. These amendments will officially be notified on BECIL website.
- b. This EOI supersedes and replaces any previous public documentation & communication with regard to the subject, and bidders should place no reliance on such communications.
- c. BECIL reserve the right to withdraw this EOI, alter/modify the conditions mentioned in this EOI document at any state of the bidding process
- **d.** Timing and sequence of events resulting from this EOI shall ultimately be determined by BECIL.
- e. No verbal conversations or agreements with any official or employee of BECIL shall affect or modify any terms of this EOI and any alleged verbal agreement or arrangement made by a bidder with any department, entity, official or employee of BECIL shall be superseded by the definitive contract the at results from this EOI process. Verbal communications by BECIL to bidders shall not be considered binding on BECIL, nor shall any written materials provided by any person other than BECIL
- f. Neither the bidder nor any of the bidder's representatives shall have any claims what so ever against BECIL or any of their respective officials, agents, or employees arising out of, or relating to this EOI or these procedures (other than those arising under a definitive service contract with the bidder in accordance with the terms thereof).
- g. Bidders who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.
- h. In case of any dispute arising, the decision of the BECIL will be final.
- i. The jurisdiction in case of disputes shall be the Courts of Delhi/New Delhi

## 2.3.2 Rights to the content of the proposal

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

## 2.3.3 Acknowledgment of understanding of terms

- a. By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read all sections of this EOI, including all forms, schedules and annexure here to, and has fully informed itself and agrees to accept as to all existing conditions and limitations.
- b. All information supplied by bidders may be treated as contractually binding on the bidders, on successful award of the assignment by the BECIL on the basis of this EOI.

## 2.3.4 Issue of Clarifications

#### a) Responses to Clarification and issue of Corrigendum

- i) At any time prior to the last date for receipt to proposals, 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 a corrigendum.
- ii) The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the website. Any such corrigendum shall be deemed to be incorporate into this EOI.
- iii) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, BECIL may, at its discretion, extend the last date for the receipt of Proposals.
- iv) At the time of clarifications, if there are changes in submission format, then all the proposals submitted till that time will be null and void. The bidder has to resubmit the proposals. BECIL will not take any responsibility for any lapse what so ever on account of this issue.

#### 2.3.5 Clarifications and Amendments of EOI document

- a. Bidders may request a clarification on any clause of the EOI document. Any request for clarification must be sent in writing, or by standard electronic means to the BECIL address. BECIL will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all bidders. Should the BECIL deem it necessary to amend the EOI as a result of a clarification, it shall do so following the procedure under para (b) below
- b. At any time before the submission of proposal, BECIL may amend the EOI by issuing an addendum in writing or by standard electronic means. The addendum will be binding to all the prospective bidders. To give bidders reasonable time in which to take an amendment into account in their proposals BECIL may, if the amendment is substantial, extend the deadline for the submission of proposals

#### 2.3.6 Preparation of the Proposal

At the time of submission of proposal, the bidder has to ensure that each page numbered and is duly signed by the bidder or his duly authorized representative. In case the proposal is signed by the authorized representative, a letter of authorization should be enclosed with the proposal.

#### a) Proposal Content

All the forms provided in the annexure should be submitted with relevant information and documents as asked in the EOI document. Proposal must be submitted in the form of all the duly signed forms as per Annexure of EOI & other undertakings. Proposal should be a complete document. A compliance statement offering the compliance to various clauses of the EOI should be signed and attached with the proposal.

#### b) Proposal Preparation Cost

The bidder shall bear all its cost associated with or relating to the preparation and submission of its proposal, including, but not limited to preparation, copying postage, delivery fees, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/ presentations, in providing any additional information required by BECIL to facilitate the evaluation process, and in negotiating a definitive contractor all such activities related to the bid process. BECIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### c) Language of the Proposal

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

#### 2.3.7 Submission of the Proposal

The bidders are advised to study the EOI document carefully. Submission of Proposal shall be deemed to have been done after careful study and examination of the EOI document with full understanding of its implications. Bidders shall submit their responses latest by 20/10/2020 up to 1500 Hrs

## 3. GENERAL CONDITIONS OF THE EOI

## 3.1 Confidentiality

Information relating to evaluation of proposal and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposal or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any bidder of confidential information related to the process may result in the rejection of its proposal and may be subject to the provisions of BECIL's antifraud and corruption policy.

## 3.2 Conflict of Interest

- a) BECIL requires that bidders provide professional, objective and impartial advice and at all times and hold the Government Departments/Any Government Organization's Interests paramount, strictly avoiding conflicts with other assignment/jobs or their own corporate interests and act without any consideration for future work
- b) Without limitation on the generality of the foregoing, bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be engaged, under any of the circumstances set forth below:
- i. **Conflicting activities**: A bidder that has been engaged by the Government Departments/Any Government Organization to provide goods, works or assignment/ job other than consulting assignment/ job for a project and any of its affiliates, shall be disqualified from providing consulting assignment/job related to those goods, works or Assignment/job. Conversely, a bidder hired to provide consulting assignment/job for the preparation or implementation of a project and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment/job other than consulting assignment/job resulting from or directly related to the bidder's consulting assignment/job for such preparation or implementation. For the purpose of this paragraph, assignment/job other than consulting assignment/job a redefined as those leading to a measurable physical output
- ii. **Conflicting Assignment/job**: A bidder (including its personnel and subcontractors) or any of its affiliates shall not be hired for any assignment/job that by its nature, may be in conflict with another assignment/job of the bidder to be executed for Government Departments/Any Government Organization.
- iii. **Conflicting relationships**: A bidder (including its personnel and subcontractors) that has a business or family relationship with a member of the Government Departments/ Any Government Organization's staff who is directly or in directly involved in any part of (i) the preparation of the Scope of Work related to the assignment/ job (ii) the selection process for such assignment/ job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflicts terming from this relationship has been resolved in a manner acceptable to the Government Departments/Any Government Organization throughout the selection process and the execution of the Contract.
- c. Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Government Departments/Any Government Organization, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the bidder fails to disclose said situations and if the Government Departments/ Any Government Organization comes to know about any such situation at any time later, it may lead to the disqualification of the bidder during bidding process or the termination of its Contract during execution of assignment

#### 3.3 Right to accept or reject any or all proposals

- a. Notwithstanding anything contained in this document, BECIL reserves the right to accept or reject any proposal and to annul the Selection Process and reject all proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof
- b. BECIL reserves the right to reject any proposal if: (i) at any time, a material misrepresentation is made or discovered, or (ii) the bidder does not provide, within the time specified by the BECIL, the supplemental information sought by the BECIL for evaluation of the proposal. Misrepresentation/improper response by the bidder may lead to the disqualification of the bidder

## 3.4 Fraud and corrupt practices

- a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this document, BECIL shall reject a proposal without being liable in any manner what so ever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged incorrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice(collectively the "Prohibited Practices")in the Selection Process. In such an event, the BECIL shall, without prejudice to its any other rights or remedies, forfeit the EMD, as the case may be, as' mutually agreed genuine pre-estimated compensation and damages payable to the BECIL for, interalia, time, cost and effort of BECIL, in regard to this document, including consideration and evaluation of such bidder's proposal.
- b. Without prejudice to the rights of the BECIL herein above and the rights and remedies which the BECIL may have under the contract, if bidder is found by BECIL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the execution of the contract, such bidder shall not be eligible to participate in any tender or EOI or RFP issued by BECIL during a period of three years from the date such Bidder, as the case may be, is found by BECIL to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

## 3.5 Agency's code of conduct and business ethics

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

- a. **Bribery and corruption**: Agencies 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
- b. Integrity, indemnity & limitation: Agencies shall maintain high degree of integrity during the course of its dealings with business/contractual relationship with BECIL. I fit is discovered at any stage that any business/contract was secured by playing 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 agency in relation to such business/contract and BECIL or any entity there of shall not have or incur any obligation in respect thereof. The agency shall indemnify BECIL in respect of any loss or damage suffered by BECIL on account of such fraud, misrepresentation or suspension of material facts.

c. Reporting Misconduct: Agencies are required to report any misconduct /violations/ improper demands from BECIL employees to the CMD/Chief Vigilance Officer /Director (O&M). No Communication shall been encouraged to any other authority/external sources in this regards.

## 3.6 Arbitration Clause

- a. Any dispute or difference or claim arising out of or in relation to this contract, including the construction, validity, performance or breach thereof, shall be settled or decided by arbitration to be conducted by CMD, BECIL or by any other person to be nominated by CMD, BECIL. Arbitration shall be conducted as per Arbitration & Conciliation Act, 1996. The seat of the arbitration shall be at New Delhi.
- b. The agency must ensure that there is no legal action/dispute initiated or pending at the time of signing of contract and during the execution and implementation (i.e. currency) of the project which is likely to concern or affect BECIL in any manner. If any such case is found pending, the contract will automatically become invalid and the agency will be penalized by withholding the EMD, PBG and legal action will be initiated as deemed fit by the competent authority. All ongoing and future business association with BECIL will also be terminated.

# 3.7 General Terms and Conditions

- a. This EOI does not constitute and will not be deemed to constitute any commitment or confirmation on part of BECIL for any order to the bidder'(s)
- Bidders shortlisted in the aforesaid EOI shall be required to sign an agreement with BECIL on mutually accepted terms and conditions. The maximum validity of such agreement shall be 3 years which may be extended further on mutually agreed terms and conditions of parties.
  BECIL has the right to cancel/terminate the agreement without assigning any reason
- c. The bidder shall bear all costs associated with the preparation and submission of its response to this EOI, including cost of Demo/Presentation for the purpose of clarification of the offer, if so desired by BECIL. BECIL will in no case be responsible for these costs. The EOI document duly completed, numbered and signed by the authorized signatory
- d. Due diligence should be exercised while providing information against the EOI Unnecessary or irrelevant information will not give any advantage to the bidder. Only relevant and precise information should be provided. If any information provided by the bidder is found to be incorrect at any stage, it would render his or her bid liable for rejection and the empanelment and agreement shall be forfeited. The EMD will be forfeited
- e. At any time prior to the last date for receipt of proposal, 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 and all formats including annexure by issuing clarification(s) and/or amendment (s). In order to provide prospective bidders reasonable time to take the amendment into account in preparing their offers, BECIL may, at its sole discretion, extend the last date for receipt of offers and/or make other changes in the requirements set out in the invitation for EOI
- f. While this EOI has been prepared in good faith, neither BECIL nor its employees make representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute; rules or regulations as to the accuracy, reliability or completeness of this EOI, even if any loss or damage is caused by any act or omission on their part

- g. BECIL reserves the right to cancel this EOI without assigning any reasons. BECIL will not be under obligation to give clarifications for doing the aforementioned
- h. Upon verification, evaluation / assessment, if in case any information furnished by the Bidder is found to be false/ incorrect, their bid can be rejected and no correspondence on the same shall be entertained. Based on the previous experience, performance & capability, eligible bidders will be categorized/ shortlisted
- i. The hardware, software (if any) and other services provided under this EOI shall conform to the standards laid down in the scope of work and requirements.
- j. The bidder shall be liable to pay to BECIL for any financial losses by way of some of system and process failure
- k. The qualified agencies will be empanelled at the L1 rate
- 1. The empanelled agency aligning the business for BECIL shall be considered for back to back offloading of the project

## 4. PURPOSE OF EOI & BROAD SCOPE OF WORK

The purpose of this EOI is to select and empanel agencies qualifying the prescribed criteria that can provide training and skill development in cyber security on behalf of BECIL and conducting training programmes to the eligible candidate on PAN India basis, whereby BECIL can offer it to other Government clientele using the back end services from the empanelled agencies

## 4.1 Scope of Work

## 4.1.1 Skill Development

Purpose of this empanelment to have the agencies on board, who are required to provide customized training and skill development in cyber security and cyber forensics on behalf of BECIL in Pan India Basis. Training to be imparted in Virtual and Physical mode and in established Cyber security Training Labs

Agencies should be capable of conducting training and skill development for the candidates from Institutions/ Government Department / Private Organizations.

- 1) Co-ordination with Departments at State / District level.
- 2) To maintain infrastructure as per Government guidelines.
- 3) To ensure uniformity of course curriculum as well as fees structure. Also, to make concrete and dedicated efforts to get these courses regularized, affiliated or recognized from the respective Central / State / Technical Bodies / Institutions.
- 4) To abide by the policies and procedure of Government
- 5) To give periodical feed-back as required from time to time
- 6) Advertisement / Publicity whenever required for promotion of Skill development courses
- 7) Courses should be of internationally recognized standard in order to provide high-quality learning and skill development.
- 8) Cyber Security study modules with focus on Cyber Attack Simulations Network
- 9) Course to face challenges and to learn new technologies of how attackers are targeting the infrastructures
- 10) Any other unique feature

## 4.1.2 Period of empanelment

The empanelment would be for two years from the effective date of signing of agreement. The agreement can be cancelled unilaterally by BECIL being customer in case services are not received as per quality and standard specified in the EOI and agreement within the empanelment period. BECIL reserves the right to exercise to extend the agreement / empanelment.

## 4.1.3 Eligibility Criteria

- (i) Established Cyber Security Training capabilities with Virtual Labs, Cyber Physical System/Simulator (Bidder is to submit the photographs and videos of the facility under their establishment only)
- (ii) Has ISO Certification for Cyber Security Training (Bidder is to submit the certificate valid for at least one year)
- (iii) Has Training partnership with any Industry Body and Government Entity with own courseware (Bidder is to submit the course details and partnership documents)
- (iv) Has Collaboration with an Academic Institute in training as well as Research & Development in Cyber Security (Bidder is to submit the MOU/agreement with such institutions)

## Bidder is to qualify for all the above mentioned eligibility criteria.

#### 4.1.4 Pre-Qualification Criteria

- (i) The agency must have office in New Delhi/NCR. (**Documentary proof**: Electricity Bill, Lease agreement, sale deed, RoC). Startup is allowed to prove its office anywhere in India.
- (ii) The agency must have been in this particular business for the last 3 years. (Documentary proof: work order/agreement/client certificate for the work executed in each of last three years). Startup are exempted for submission of work experience, however suitable certificate specifying the bidder is startup is essential.
- (iii) The agency must have a total turnover of Rs. 10 Crore in the last 3 years from training cyber security & forensic. (Documentary proof: Certificate from the statuary auditors clearly specifying the details as required) Startup are exempted for submission of turnover details, however suitable certificate specifying the bidder is startup is essential.
- (iv) The agency must have an experience of imparting training in cyber security and forensic to a minimum of 10000 (ten thousand) participants (**Documentary proof**: Certificate from the client organization clearly specifying the relevant experience in imparting training) Startup are exempted for submission of numbers, however suitable certificate specifying that the bidder is active in cyber security and forensic training is essential.

## 4.1.5 Pre-Qualification Criteria – Cont.

Apart from the general conditions and eligibility criteria listed above, the bidders who meet the following qualification criteria need only apply. The bidder shall fulfill all of the following criteria independently on the date of submission of proposal or as specified in the criteria:

S. No	Eligibility Criteria	Compliance (Yes/No)	Remarks/Supporting Documents
1	The bidder/agency should be a Proprietorship Concern/Company registered under Indian Company Act, 1956/Firm registered under The Partnership Act 1932/Society registered under Societies Act, 1860/Autonomous bodies or any other venture not covered above and in similar business for the last three years as on 31st March 2020.		Copy of valid Certificate of Incorporation or firms' registration attested by Authorized Signatory
2	The bidder/agency should not be blacklisted by any Central Government/State Government/ PSU/Government Bodies/Autonomous Bodies/ Private Sector. Should not have been found guilty of any criminal offence by any court of law in India or abroad		Undertaking on Company Letterhead with Company Seal and signature of authorized person
3	The bidder/agency and its directors and officers should not have been convicted of any criminal offence related to their professional conduct or the making of false statement or misrepresentations as to their qualifications to enter into procurement contract disqualified pursuant to debarment proceedings		Undertaking on Company Letterhead with Company Seal and signature of authorized person
4	The bidder/agency should not have a conflict of interest in the procurement in question as specified in the EOI documents. Comply with the code of integrity as specified in the bidding Document		Undertaking on Company Letterhead with Company Seal and signature of authorized person
7	The bidder/agency must be accredited with any National body in Cyber security training and skill development.		Certificate of accreditation attested by Authorized Signatory
9	The bidder/agency to provide the list of clients who use its services.		List with name of client, authorized representative and contact details

## 4.1.6 Other Conditions

- 1. Bidders/agencies are neither allowed to join hands to participate in the EOI nor allowed to submit multiple responses. In case of detection of such, their bid(s) is/are liable to be rejected. No consortium will be entertained by BECIL
- 2. Bidders/agencies should ensure they satisfy general terms and condition, prequalification criteria for which they are submitting bids for, Incomplete / partially complete bids are liable to be rejected.

## 4.1.7 Proposal Evaluation

- a. The bidders' have to submit their proposal only through email of the official described in the EOI, responses shared on any other mail shall be rejected.
- b. The bidders' proposals will be evaluated as per the requirements specified in the EOI and adopting the qualification criteria as spelt out in this EOI. Bidders are required to submit all required documentation as per qualification criteria as specified in EOI
- c. It will be bidder's responsibility to furnish sufficient and relevant information / documents in support of their claim that they meet the requirements in the qualification criteria fully
- d. EOI proposals received by the prescribed date and times shall only be considered and evaluated by evaluation committee constituted by competent authority
- e. Evaluation of proposals shall be based on:
  - i. Information contained in the proposal, the documents annexed there to and clarifications provided, if any
  - ii. Experience and assessment of the capability of the bidder based on past record.
  - iii. Comments on ToR/scope of work as per annexure provided in EOI document.
- f. BECIL reserves right to seek any clarifications on the already submitted EOI documents; however no fresh documents shall be accepted in support of proposals.
- g. Conditional proposals shall NOT be accepted on any ground and shall be rejected straight way. If any clarification is required, the same should be obtained before sub mission of the proposals
- h. Even though bidders satisfy the necessary requirements they are subject to disqualification if they have;
  - i.Made untrue or false representation in the form, statements required in the EOI document.

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

## 5. ANNEXURES

## 5.1 ANNEXURE 1: PROPOSAL COVERING LETTER

(ON BIDDER'S LETTERHEAD)

To, The Chairman and Managing Director Broadcast Engineering Consultants India Limited 14-B, I P Estate, Ring Road New Delhi-110002

Subject: Submission of the Proposal for <insert EOI name> <EOI date>

Dear Sir,

- 1. We, the undersigned, offer to provide services to BECIL with reference to your Expression of Interest <insert EOI name> dated <insert EOI date> , we hereby submitting our proposal.
- 2. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
- 3. We agree to abide by all the terms and conditions of all the volumes of this EOI document. We would hold the terms of our proposal valid for the number of days as stipulated in the EOI document.

Yours sincerely,

Signature of Authorized Signatory

Name: Designation: Address: Date:

# 5.2 ANNEXURE 2: BIDDER'S GENERAL INFORMATION (ON BIDDER'S LETTER HEAD)

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

S. No	Details	
1	Name of Organization	
2	Type of Organization (Firm/ Company/ partnership firm registered under the Indian Companies Act, 1956/ the Partnership Act, 1932)	
3	Year of establishment	
4	Address of registered office with telephone no. & fax	
5	Address of offices in i) National Capital Region of Delhi ii) All other States/UT's	
6	Contact details of Authorized signatory in reference to this EOI	
7	Name, Designation and address of the Officer to whom all references shall be made regarding this EOI	
8	A profile of the bidder clearly declaring the domain specific expertise/experience of the bidder	
9	No. of years of experience in required field	
10	PAN No	
11	GSTIN No	
12	Whether the firm has been blacklisted By any Central Govt. /State Govt./PSU/ Govt. Bodies/ Autonomous? If yes, details thereof.	
13	Status and details of disputes/ litigation/ arbitration, if any.	

Signature of Authorized Signatory

Name: Designation: Address: Date:

- 1. I <Name & Designation> solemnly affirm that the facts stated above are correct and nothing has been withheld. If any information submitted above, is found to be false or fabricated, I may be liable to be debarred from Engagement.
- 2. I permit BECIL to inspect my records to ascertain the above facts
- 3. I permit BECIL to cross check the above facts from any other source
- 4. I or my authorized representative, if required by BECIL, would make a presentation before the duly constituted Committee at my own cost.
- 5. I will abide by the decision of BECIL regarding Engagement.
- 6. I have read & understood the EOI document and agree to all the terms & conditions stated there in.
- 7. I understand that in case any deviation is found in the above statement at any stage, I / We will be blacklisted and will not have any dealing with the BECIL in future.

Signature of Authorized Signatory

Name: Designation: Address: Date:

## 5.4 ANNEXURE 4: ACCEPTANCE LETTER (ON BIDDER'S LETTERHEAD)

To, The Chairman and Managing Director Broadcast Engineering Consultants India Limited 14-B, I P Estate, Ring Road New Delhi-110002

Subject: Acceptance of the EOI terms & conditions of <insert EOI name> <EOI date>

Dear Sir,

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

Signature of Authorized Signatory

Name: Designation: Address: Date:

#### 6. SUBMISSION OF EOI RESPONSE

The EOI response shall comprise of Technical bid having following items and others as listed in the Annexure to this document.

The Bidder/Agency shall have to submit the EOI response in online mode through email mentioned in the EOI

a) Technical bid should contain the qualification criteria and supporting documents

b) Compliance to the terms & conditions

- 1) The EOI response may be prepared as per the instructions given in this document and **submit password protected response document** to email ID: *khuswindersingh@becil.com*
- 2) The EOI response is not to be send to any other email ID (no Copy/CC/BCC), otherwise response will be automatically be disqualified.
- 3) Subject of email shall be "*Expression of Interest (EOI) for empanelment of agencies for imparting training in cyber security and cyber forensic*".
- 4) The password for opening the response document shall be given by the bidder only to the authorized person in BECIL as mentioned above.
- 5) The contact details of the person (Name, Designation, Email & Mobile number) authorized to share the password of the response document is to be given.

# कार्परिशन बैंक (सर्वजवित संप्र का अवनी केंग) लोधी कोम्प्लेंक्स शाखा क्लोक -11, सू-तल,सीजीओ कोम्प्लेंक्स फेज -1, लोधी रोड नई दिल्ली - 110 003



## **Corporation Bank**

(A Promier Public sector Bank) LODHI COMPLEX BRANCH Block-11,Ground Floor,CG0 complex Phase 1, Lodhi Road NEW DELHI 110 003

# Mandate Form

The details for the facilitating the payments are given below:

(A)	Name of the Beneficiary	BROADCAST ENGINEERING CONSULTANTS INDIA LIMITED
E)	Address with Piin Code	C-56/A-17, Sector-62, Noida -201307 (UP)
11	Permanent Accountat Number	AAACB2575L
iii	(a) Telephone Number with STD Code	120-4177850
	(b) Fax Number	0120-4177879
	(c-) Contract Person	Awadhesh Pandit , AGM (F&A) Mobile Number -8130918856
	(d) E-Mail Address	panditmd@becil.com
8	Bank Particulars	¥
L.	Sank Name	Corporation Bank
ii.	Bank Telephone No.with STD Code	011-24369891
	Branch Address with Pin Code	CGO Complex, Lodhi Road, New Delhi -110003
W.	Bank E-Mail	cb0371@corpbank.co.in
¥.	11 Character IF5C Code of the Bank (Either enclosed a Cancelled Cheque or Obtain Bank Certificate as Appended)	CORP0000371
W.	Bank Account Number as Appering on the Cheque Book	565101000065461
ŵ.	Bank Account Type (Tick One)	Overdraft Account
viii	If Others, Specify	T.

Certified that the particulars furnished above are coppet appropriate for Congoration Bank

opports 10 se ganel / Gr. Ma ल्योर्डि कॉन्यानेडल, मान्द्रज, नई विजनी Bank Stamp With Authonised Signatory

Date: 06/02/2018

whe PHONE 011-24392051,24369891,24361469, फैक्स FAX 011-24363542 ई-मॅस E-mail eb0371@corpbank.co.in

•हिन्दी का प्रयोग करें यह आसान है। \*