



No: BEL/SP/CO/RFP/SAS/2021 dt. 26th February 2021.

Bharat Electronics Limited,
Department of Defence Production
Ministry of Defence
Government of India,

**Expression of Interest cum Request for Proposal
(EOI cum RFP)
For
Selection of Consultant For
**Providing Strategic Advisory Services
for devising Business cum Growth Plan for Bharat Electronics Limited****

DISCLAIMER

The information contained in this EoI cum Request for Proposal Document (RFP Document) or information provided subsequently to Bidder (s) or applicants in any form by or on behalf of Bharat Electronics Limited (BEL), is provided to the bidder(s) on the terms and conditions set out in this RFP Document and all other terms and conditions subject to which information is provided.

This RFP Document is not an agreement and is not an offer or invitation by BEL to any party/(ies) other than the applicants who are qualified to submit the bids ("Bidders"). The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP document does not claim to contain all the information each bidder may require. Each bidder should conduct its own independent investigation and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP document and wherever necessary obtain independent information.

BEL and its employees make no representations or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP Document. BEL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document. Such change will be published in the designated Websites and it will become part and parcel of EoI/ RFP.

BEL also accepts no liability of any nature whether from negligence or otherwise, however caused arising from reliance of any bidder upon the statements contained in this EoI/ RFP. The issue of the EoI/ RFP does not imply that BEL is bound to select a bidder or to appoint the selected bidder, as the case may be, for the purposes of RFP and BEL reserves the right to reject all or any of the bidder or bids without assigning any reason whatsoever.

The bidder shall bear all the costs associated with or relating to the preparation and submission of the bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BEL or any other costs incurred in connection with or relating to the bid. All such costs and expenses will remain with the bidder and BEL 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 RFP process.

1.1 **ADVERTISEMENT FOR EOI cum RFP (Expression of Interest cum Request for Proposal)**

The advertisement for selection of Consultant for providing strategic consulting services to assist **BEL** (hereinafter called as BEL), Ministry of Defence, Government of India, for developing Business cum Growth Plan is available on GeM Portal, www.bel-india.in, Central Public Procurement Portal (CPPP) at www.eprocure.gov.in and in newspaper(s). The advertisement has also been posted on the DDP, MoD website www.ddpmod.gov.in.

1.2 **INVITATION FOR EOI cum RFP**

BEL, Department of Defence Production (DDP), Ministry of Defence invites **EOI cum RFP** from reputed India based Consulting Agencies (i.e. having registered office in India, hereafter referred as "Agencies") to provide management consulting services for developing a detailed Business-cum-Growth strategy for BEL in the process to mature the Company as the first choice for the Indian armed forces and to evolve it to become Original equipment Manufacturers(OEMs) for Indian and Export market. The project information and the broad scope of work are detailed below in section 1.3 & 1.4

1.3 **INTRODUCTION TO THE PROJECT**

1.3.1 BEL is a Defence Public Sector Undertaking (DPSU) under the administrative control of the Department of Defence Production (DDP), Ministry of Defence (MoD), Government of India.

BEL was established in 1954 at Bangalore, India, by Government of India under Ministry of Defence to meet the specialized electronic needs of the Indian defence services. BEL started its operations with manufacture of communication equipment with one Unit at Bangalore and over the years, it has grown into a multi-product, multi-technology, multi-unit company engaged in design, development, manufacturing, supply and support of wide range of defence electronics products, systems, strategic components and select civilian products, servicing the needs of customers in India and abroad. Today BEL has a strong presence in Radar and Fire Control Systems, Weapon Systems, Communication, C4I Systems, Electronic Warfare Systems, Avionics, Antisubmarine Warfare Systems, Electro-Optics, Tank Electronics, Gun Upgrade, Strategic Components and several Non-defence Products and Services.

For more information about BEL, bidders are advised to visit BEL website www.bel-india.in.

1.3.2 BEL is an autonomous corporate agency with Board of Directors (BoD) and is administered by DDP, MoD.

1.3.3 It has been decided to appoint a Consultant to provide management consulting services across topics like long term growth strategy in tune with the vision, organizational restructuring, process re-engineering and implementation support for topics related to growth of the DPSU.

1.3.4 **Goals of the engagement:**

The study would target unleashing a new chapter of growth in the history of BEL. The following goals are proposed for BEL in this regard:

- i. Unleash new business cum growth potential and innovation in BEL.
- ii. Make BEL as the first choice of the Indian Armed forces for their requirements.
- iii. Identify new markets as well as new products for growth.
- iv. Promote indigenous defence production/ manufacturing to attain self-reliance in defence sector.
- v. Establish India as a regional defence production hub and enable BEL to contribute towards making India a USD 25 billion defence industry by 2025
- vi. Optimum utilization of resources including human capital and other assets.

1.3.5 **Geographical coverage of the Project:** BEL is organized into **several Strategic Business Units (SBUs), each being engaged in dedicated specialized domain** with 9 manufacturing plants spread across **8 states of** the country. The applicant must undertake physical survey of the units in the preparation of the report. **The manufacturing locations of BEL are listed below:**

- Bangalore, Karnataka
- Ghaziabad, Uttar Pradesh
- Chennai, Tamil Nadu
- Hyderabad, Telangana
- Machilipatnam, Andhra Pradesh
- Navi Mumbai, Maharashtra
- Pune, Maharashtra
- Panchkula, Haryana
- Kotdwara, Uttarakhand

1.3.6 **Availability of the funding for the Project:** The project will be funded by BEL.

1.3.7 **Timelines for the project:** The consultant shall commence work within a week of signing of the contract and shall complete the assignment within a

period of 12 months with all the deliverables during the time, as mentioned in Section 1.4. The contract can be extended for a further period of time for carrying out additional related work as per Clause no. 1.4.6, at BEL's discretion.

1.4 SCOPE OF WORK

1.4.1 The Consultant shall work in close coordination with **BEL** to produce a comprehensive report for growth strategy for the Company, keeping in mind the background and goals. This must enable BEL to determine the best-suited model for unleashing new growth drivers, in light of the existing financial, legal, operational and economic scenario. The Consultant shall provide its services in a manner propitious to the vision of the DDP for enabling growth in the Company. The Consultant will be required to present various deliverables as outlined below based on discussions with **BEL**. The project will consist of 4 phases of approximately 12 months.

- (i) **Phase1**-Overall as-is state and operating model along with financial details will be outlined by the Consultant.
- (ii) **Phase2**- Consultant shall baseline and benchmark it with leading organisations/ OEMs across the world in the defence domain.
- (iii) **Phase3** -Consultant will assist in developing a to-be state for **BEL**.
- (iv) **Phase 4** -A comprehensive model implementation report for the identified strategy shall be developed and submitted to **BEL** and DDP.

1.4.2 Phase 1 As-Is Assessment (3 Months)

A) Product and Service Portfolio

- i. List of Product, Equipment and services provided by BEL either as OEM or Value-Added Reseller (VAR).
- ii. Classification as product manufacturer or Final Assembly and Check Out (FACO) unit.
- iii. Percentage of components / equipment produced in-house vs brought out for assembly.
- iv. Average Import component percentage for each product / Platform.
- v. Identification of non-productive/ surplus capital/assets

B) Design Capabilities

- vi. Equipment and products for which in-house design capability exists.
- vii. Sourcing of design for manufacturing. Designs acquired through Transfer of technology (ToT) from other OEMs.

- viii. Design tools (hardware & Software) availability.
- ix. Design Patents/ Copyrights held with BEL
- x. MoUs / Partnership with other Design organizations (Public or Pvt.) for sourcing of Designs for Products Manufactured.
- xi. List of Clients supplied designs and Contractual obligations for Design ownership
- xii. Modelling and simulation tools (physical and Computer application based)

C) Manufacturing / Assembly line capability

- xiii. Assessment of manufacturing capability in terms of in house and outsourced scope of work for product development and manufacturing.
- xiv. Capability Assessment for mass production of retail products, if marketed as OEM product.
- xv. Certification, Empanelment and Third party audited and approved manufacturing capability for components, equipment, assembly and Platforms.
- xvi. Availability of in-house dies, patterns, jig and fixtures and other physical infrastructure for product development.

D) Research, Development & Evaluation / testing Facilities

- xvii. The R&D organization. Annual expenditure data for last ten years by the DPSU on R&D.
- xviii. Technology patent / Copy rights held with BEL
- xix. Value added to New technology imbibed as part of Transfer of Technology (ToT).
- xx. Indigenization R&D efforts in developing imported components, especially developmental activities towards indigenization of imported components or alternate technology.
- xxi. Organization and process in place for new product development.
- xxii. Dependence on organizations such as DRDO, ADA etc. for R&D requirements
- xxiii. Evaluation / Testing Infrastructure for developed products at subcomponent, assembly, equipment and Platform levels

E) Supply Chain and Product marketing

- xxiv. Reviewing the complete spectrum of supply Chain from material sourcing, value addition to final customer
- xxv. Ease of Doing Business for registered and capable supplier base

especially MSMEs

- xxvi. Existing Marketing strategies for products manufactured and Business development efforts to expand client base
- xxvii. Economies of scale available for products developed for non-military applications.
- xxviii. Government policies and treaties hindering mass marketing of products
- xxix. Potential buyers affected by government policies and other regulations in vogue
- xxx. BEL manufactured Product price competitiveness in global market
- xxxi. Taxation, "if any" affecting competitive pricing as per market trends for products developed by BEL

F) Infrastructure plan

- xxxii. Planned/ upcoming infrastructure
- xxxiii. Analyzing the process of planning the infrastructure requirements
- xxxiv. Analyzing the process of planning the investment requirement for planned infrastructure

G) Existing partnerships

- xxxv. Reviewing the existing partnerships and joint ventures and assessment of their performance
- xxxvi. Pipeline of any such planned partnerships and JVs that are likely to come up in near future

H) Human capital and interaction with key stakeholders

- xxxvii. Assessment of the skill set of the human capital
- xxxviii. Understand aspirations of BEL through stakeholder interaction including key management.

I) Demand forecast

- xxxix. Assessment of demand of product portfolio or related product portfolio
- xl. Examine the current defence imports in India and devise an import substitution plan for BEL

J) Any previous study conducted by BEL.

1.4.3 **Phase 2: Gap analysis through benchmarking and develop baseline report (next 2 months)**

A) Benchmarking with leading defence industry examples

- i. Assess key countries which are the global defence manufacturing hubs and study their operating model
- ii. Identify leading OEMs (preferably owned by the state) and examine how they transformed into leading global OEMs
- iii. Identify the key gaps and requirements of BEL basis the global benchmarks
- iv. National/International best practices and benchmarking these in the Works/Tender Manual of BEL.

B) Baseline report for understanding the key challenges

- v. Interact with the armed forces and understand their perspective and expectations from BEL
- vi. Develop a baseline report highlighting the key internal and external challenges/ issues faced by BEL
- vii. Bring out key relevant gaps on the basis of various interaction with customers, key stakeholders and global benchmarks

1.4.4 **Phase 3: Develop an overall vision, strategy and to-be state for BEL (next 3 months)**

A) Define the to-be state for BEL

- i. Define the overall vision keeping in mind the objectives and goals of DDP and BEL
- ii. Define the overall strategy for achieving the following objectives:
 - BEL become the first choice of all the Indian armed forces for their requirements
 - Develop a plan for geographic expansion for BEL
 - Identify and suggest product portfolio expansion basis current product portfolio, demand and capabilities
 - Examine all possible routes for expansion (both organic and inorganic)
- iii. Develop mutually agreed boundary conditions for evaluating new business opportunities viz. Go/No Go sectors, market size, revenue potential, synergy with existing capabilities, capital investment, ease of technology / sourcing / development, gestation period, etc.
- iv. Develop a list of Products/Services based business opportunities broadly based on above boundary conditions & other parameters. BEL

may also suggest internally generated ideas that are to be considered by the consulting firm while developing the opportunities.

1.4.5 **Phase 4: Develop a comprehensive implementable Business cum Growth Model (next 4 months)**

A) Deep-dive and develop detailed plan

i. Develop an implementation roadmap for each of the identified area/segment

ii. The detailed plan to include the following:

- Business model with critical success factors
- Market attractiveness: potential growth, market size, competition, customers, entry barriers, gestation period, value chain & sources of value creation
- Technology assessment: depth of technology availability / acquisition, details on available options, ease of technology sourcing / development
- Policy and regulatory framework
- Synergies with current assets and capabilities
- Estimated capital expenditure requirements
- Identification of government support – determine policies that can be leveraged by the organization and that would be advantageous in enabling BEL achieve the outlined vision
- Risk and mitigation strategy – identify potential risks (regulatory dependencies, execution challenges, business environment sensitivity) associated with each strategy initiative and define a suitable mitigation plan for overcoming the risks
- Go to Market strategy which will include the best suited marketing channels. The marketing strategy will primarily include the following:
 - Define roadmap for capturing the export market
 - Suggest any Policy, Taxation amendments, G2G MoUs requirement to render products manufactured by BEL to be sold at market competitive rates
 - Suggest utilization of available marketing channels for better visibility and reach for products developed by BEL
 - Suggest methodologies to reduce the “time to market” and manage obsolescence of product developed as OEMs
 - Manpower and skills required- training and development of management and skilled/unskilled manpower, including technological partnerships, in-line with the identified growth opportunities

- Organizational changes required - Identification of organizational requirements in terms of organization structure, top-management and leadership, capabilities, resourcing, incentive structures, labour welfare measures etc.

The ToR/Scope of work mentioned above are indicative and non- restrictive in nature. Other relevant services related to the growth strategy, not expressly captured in the aforesaid scope of work, which upon being brought to the notice of the Consultant by BEL, will also form an integral and mandatory part of the ToR.

1.4.6 **Implementation Support**

On completion of Phase-4, BEL has the option to further extend the engagement for implementation support for a period of 4 Months. The fees for the Implementation support shall be quoted by the Bidder as an Option, as a separate line item. During this phase, the consultant shall assist BEL in the following:

- a. Support in setting up initiative implementation teams, and conduct trainings/ workshops on the implementation road-map, initiative charters and implementations review process
- b. Set up review mechanisms, preferably IT based, for monitoring execution
- c. Support in planning and conducting regular reviews at various levels including CMD, Directors and Department Heads, in order to monitor implementations progress, and address issues, if any
- d. Support initiative owners in preparation of detailed capex proposals for investment approval
- e. Assist in defining the terms of reference for tenders for any works envisioned as a part of the defined strategic initiatives, if so desired by Client
- f. Support initiative teams in identification of partners (e.g. ancillary, service providers, designers etc.) to enter new segments
- g. Support initiative teams in establishing technology or any other partnerships as identified
- h. Support initiative teams in implementation of organization changes, as required
- i. Support initiative teams in setting up resources and other activities in the identified manufacturing units
- j. Support initiative teams in rolling out pilot projects, if applicable in any of the opportunities identified
- k. Guide the initiative teams to modify the initiatives and process based on learnings, if any

- l. Support with a quarterly revisit of strategy with top management and course-correction, if needed
- m. Design and rollout of KPIs, incentive plans to align and focus teams towards the target service metrics
- n. Suggest initiatives, programs and organize workshops/ training programs to drive overall motivation and engagement of the team.

1.4.7 Deliverables, Time Frame and Payment Schedule

The Consultant shall commence work within a week of signing of the contract and shall complete the assignment within a period of 12 months. The following table lists the deliverables, their respective time frames and payment schedule:

| S. No. | Deliverables | Time Frame (from the date of signing of the contract) | Payment schedule |
|-----------------|--|--|-------------------------|
| Phase -I | | | |
| 1. | Inception Report: Covering methodology and work plan <ul style="list-style-type: none"> • Methodology and approach to be adopted for the study. • detailed plan of work, with timelines for key milestones. • Stakeholder engagement & alignment roadmap | 3 rd Week | 5% |
| 2. | As-Is assessment – first draft report: Existing operating models <ul style="list-style-type: none"> • Detailed mapping of existing business of BEL • Draft report shall cover product and service portfolio, existing plants and machinery, financial analysis, etc. | 9 th Week | 10% |
| 3. | As-Is assessment – second draft report: Existing operating models <ul style="list-style-type: none"> • Detailed mapping of existing infrastructure and investment plan • Draft report shall cover the supply chain, partnerships, vendor base and related analysis, etc. | 12 th Week | 10% |
| 4. | As-Is assessment final report: Existing operating models <ul style="list-style-type: none"> • Final report shall cover the demand assessment section along with an import substitution plan by BEL | 16 th week | 10% |

| Phase II | | | |
|------------------|--|--|-------------------------|
| 5. | Baselining report & benchmarking report <ul style="list-style-type: none"> • Baseline report to identify the key challenges faced by BEL • It shall also highlight how the issues will be addressed as part of the engagement | 20 th week | 10% |
| S. No. | Deliverables | Time Frame (from the date of signing of the contract) | Payment schedule |
| 6. | Benchmarking report <ul style="list-style-type: none"> • Benchmarking of best in class defence related manufacturing entity structures / leading industry practices • Identify the key gaps and requirements of BEL on the basis the global benchmarks | 24 th week | 10% |
| Phase III | | | |
| 7. | To-be state report <ul style="list-style-type: none"> • Report covering the overall vision and strategy of BEL • Report covering a detailed list of Products/ Services based on existing business opportunities for BEL broadly based on decided boundary conditions & other parameters. | 42 nd week | 15% |
| Phase IV | | | |
| 8. | Implementation draft report <ul style="list-style-type: none"> • The draft report to include various new options of business models, market attractiveness, technology requirements, risk and mitigation strategies, etc. | 48 th week | 20% |
| 9. | Final implementation roadmap report which will include the following aspects: <ul style="list-style-type: none"> • Vision and mission • Business operations strategy • Finance Strategy • Legal aspects, etc. | 52 nd week | 10% |

The consultant shall submit all the necessary documents evidencing and supporting the attainment of deliverables in hardcopy and DVD for verification and acceptance by Competent Authority in BEL for clearance of each of the aforesaid installment of amount.

Consequent upon each of deliverables being certified by Competent Authority in BEL, the Consultant shall invoice BEL for each of the aforesaid installments of Payment separately delineating each component of the services and Deliverables along with applicable GST thereon.

Each of the installments, consequent upon the deliverable being accepted and certified by Competent Authority in BEL, except for such portion of installment as is disputed by BEL on account of Liquidated Damages or on account of GST or any other tax levy or for any other valid reason shall be payable within thirty (30) days of receipt of invoice from the Consultant.

The Consultant shall submit the final report to both BEL and DDP. Once submitted, the report/inputs/deliverables shall be the sole property of BEL and DDP, and can be used by them in any manner felt necessary. The contracted consultancy firm shall have no proprietary claim on any part/whole report. The consultant may also be required to make detailed presentation (s) at every stage of report submission. The payment shall be made on acceptance of the deliverables by BEL at each stage of the project by the Competent Authority in BEL.

1.4.8 **Nodal Officer**

Smt. K. Hemalatha, General Manager (Strategic Planning), BEL, Corporate Office, Bangalore shall be the Nodal Officer of BEL for this project.

1.4.9 **Place of Execution**

The draft and final reports submission and the presentations will be at BEL and DDP, Ministry of Defence, New Delhi.

1.5 **INSTRUCTIONS TO THE BIDDERS**

1.5.1 **Completeness of Response**

- a. Bidders are advised to study all instructions, forms, requirements and other information in the EOI cum RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the EOI cum RFP document with full understanding of its implications.
- b. The response to this EOI cum RFP should be full and complete in all respects. Failure to furnish all information required by the EOI cum RFP documents or submission of a proposal not substantially responsive to this document will be at the Bidder's risk and may result in rejection of its Proposal.

1.5.2 **EOI cum RFP Proposal preparation Costs & related issues**

- a. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by the DDP to facilitate the evaluation process.
- b. BEL will in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.
- c. This EOI cum RFP does not commit BEL to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this EOI cum RFP.
- d. All materials submitted by the bidder will become the property of BEL and may be returned completely at its sole discretion.

1.5.3 **Amendments to the EOI cum RFP Documents**

BEL reserves the right to amend or modify any part of the EOI cum RFP at any stage. Such amendments/modifications if any, shall be duly notified similarly as the EOI cum RFP. BEL also reserves the right to withdraw the EOI cum RFP at any stage, should it so become necessary.

1.5.4 **Pre-Bid Meeting**

BEL shall hold a pre-bid meeting with the prospective bidders on 15th March 2021, at the following address:

Bharat Electronics Limited
Strategic Planning Division,
Corporate Office,
Outer Ring Road, Nagavara,
Bangalore - 560045
India

The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to the Nodal Officer

General Manager (Strategic Planning),
Kind Attn: Smt. K. Hemalatha,
Bharat Electronics Limited
Corporate Office,
Outer Ring Road, Nagavara,
Bangalore – 560045, India
Phone: 080-25039244
E-mail: spco@bel.co.in

by post, facsimile or email on or before 8th March 2021. The queries should necessarily be submitted in the following format:

| S. No. | EOI cum RFP Reference(s) (Section, Page No.) | Content of EOI cum RFP requiring clarification(s) | Point(s) |
|--------|---|---|----------|
| 1. | | | |
| 2. | | | |

All queries to be raised during the pre-bid meeting will relate to the EOI cum RFP alone.

1.5.5 Responses to Pre-Bid Queries and Issue of Corrigendum

- a. The Nodal Officer of BEL will endeavor to provide timely response to all queries. However, BEL makes no representation or warranty as to the completeness or accuracy of any response made in neither good faith, nor does BEL undertakes to answer all the queries that have been posed by the bidders.
- b. At any time prior to the last date for receipt of bids, BEL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the EOI cum RFP document by a Corrigendum.
- c. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the organization website and intimated to all the participants of the pre- bid conference.
- d. Any such corrigendum shall be deemed to be incorporated into this EOI cum RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, BEL may, at its discretion, extend the last date for the receipt of EOI cum RFP proposals.

1.5.6 Right to Terminate the Process

- a. BEL may terminate the EOI cum RFP process at any time and without assigning any reason thereof. BEL makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This EOI cum RFP does not constitute an offer by BEL. The bidder's participation in this process may result in short listing the bidders as per laid down procedure.

1.5.7 Earnest Money Deposit (EMD)

- a. Bidders shall submit, along with their Proposals, an EMD of Rs. 1,00,000/- (Rupees One Lakh Only) only, in the form of a Demand Draft /Bankers Cheque / Pay order in favour of Bharat Electronics Limited, payable at Bangalore .
- b. EMD should be valid for 30 days beyond the validity of Bids or to be extended further in case of extension of Bid validity period.
- c. EMD of all unsuccessful bidders would be refunded by BEL within 30 days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the **Form 7** provided in Appendix I.
- d. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- e. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- f. The EMD may be forfeited:
 - If a bidder withdraws its bid during the period of bid validity.
 - In case of a successful bidder, if the bidder fails to sign the contract in accordance with this EOI cum RFP.

1.5.8 Submission of Proposals

- a. The bidders should submit their responses as per the format given in this EOI cum RFP in the following manner:
 - (i) The BIDDER shall seal the Proposal in one outer and two inner envelopes, as detailed below.
 - (ii) Technical Proposal - (1 Original + 1 Copy + 1 CD) in the first inner envelope, as detailed in **section 1.4** and as per the Technical bid forms given in **Appendix –I**.
 - (iii) Financial Proposal - (1Original) in the second inner envelope, as per **Form 6** given in **Appendix-I**.
- b. The Response to Technical Proposal and Financial Proposal should be covered in separate sealed envelopes super- scribing, "Technical Proposal" and "Financial Proposal" respectively. Each copy of each bid should also be marked as "Original" OR "Copy", as the case maybe.
- c. Please Note that Prices must not be indicated in the Technical Proposal but should only be indicated in the Financial Proposal.
- d. The envelope containing the Financial Proposal should bear a warning as "DO NOT OPEN WITH THE TECHNICAL PROPOSAL".

- e. The outer envelope should be marked with "EOI cum RFP for selection of Consulting Services for providing strategic advisory services to BEL, Department of Defence Production, Ministry of Defence for devising Business cum Growth Plan" and should also indicate clearly the name, address, telephone number, mobile number, E-mail ID and fax number of the bidder.
- f. The Bidder shall also submit an **Integrity Pact Agreement** as per the format at **Form-4**, along with the Technical Proposal.
- g. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- h. The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.
- i. All pages of the bid including the duplicate copies, shall be initialed and stamped by the person or persons who sign the bid.
- j. In case of any discrepancy observed by BEL in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.
- k. Bidder must ensure that the information furnished by him in the CD is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by BEL in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the softcopy.
- l. Information which the bidder considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

1.5.9 **Authentication of Bids**

A Proposal shall be accompanied by a power-of-attorney in the name of the signatory of the Proposal.

1.5.10 **Language**

The Proposal 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 Bidders. For purposes of interpretation of the documents, the English translation shall govern. All correspondence and documents relating to the Proposal exchanged by the bidder and BEL shall also be written in the English language.

1.5.11 **Venue & Deadline for Submission of proposals**

Proposals, in its complete form in all respects as specified in the EOI cum RFP, must be submitted to BEL at the following address:

General Manager (Strategic Planning)
Kind Attn: Smt. K. Hemalatha,
Bharat Electronics Limited
Corporate Office,
Outer Ring Road, Nagavara,
Bangalore - 560045
India
Tel: +91-80-25039224

The proposals must be submitted on or before **22nd March 2021, 4:00 PM.**

1.5.12 **Late Proposals**

- a. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained at all and shall not be opened.
- b. The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. BEL shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.

1.5.13 **Period of validity of proposals**

Proposals shall remain valid for Ninety (90) days after the date of proposal submission prescribed by BEL, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by BEL on the grounds that it is non-responsive.

In exceptional circumstances, BEL may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A bidder consenting to such request will not be required nor permitted to modify its Proposal.

1.5.14 **Tender Opening**

The Proposals submitted up to 22nd March 2021, 4 PM will be opened on 23rd March 2021 at (10:00 AM) at the following Address:

Bharat Electronics Limited
Corporate Office,
Strategic Planning Division,
Outer Ring Road, Nagavara,

Bangalore - 560045
India, Tel: +91-80-25039224

by the Nodal officer or any other officer authorized by the DDP/BEL, in the presence of such of those Bidders or their representatives who may be present at the time of opening.

The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the proposal.

1.5.15 Evaluation Process

- a. BEL will constitute an Evaluation Committee to evaluate the responses of the bidders.
- b. The Evaluation Committee constituted by BEL shall evaluate the responses to the EOI cum RFP and all supporting documents & documentary evidence. Inability to submit requisite supporting documents or documentary evidence, may lead to rejection of the EOI cum RFP proposal.
- c. Each of the responses shall be evaluated to validate compliance of the bidders according to the eligibility criteria, technical evaluation Forms and the supporting documents specified in this document.
- d. The decision of the Evaluation Committee in the evaluation of responses to the Expression of Interest shall be final. No correspondence will be entertained outside the evaluation process of the Committee.
- e. The Evaluation Committee may ask for presentation / meetings with the bidders to evaluate its suitability for the Consulting assignment.
- f. The Evaluation Committee reserves the right to reject any or all proposals.
- g. The Evaluation Committee would submit its recommendations to the Competent Authority.

1.6 SELECTION CRITERIA & METHODOLOGY

1.6.1 High level desired capability of the Consultant

The Consultant should have a deep knowledge and wide experience of current trends in defence industry in India and around the world, the strategies being adopted by leading defence manufacturing companies, knowledge on defence production industry of India, growth strategy and demonstrated knowledge of various aspects involved for expansion such as organic growth, inorganic growth, diversification strategy, growth strategy, technologies etc.

1.6.2 Eligibility Criteria

- a. Agency should have satisfactorily done at least 2 similar projects in terms of the broad scope and nature of the work in the last 5 years.
- b. Experience:
 - (i) Minimum **5** years' experience in consultancy services relating to the broad scope and nature of the work and Firm should have completed at least **2** projects devising the growth strategy in the last **5** years of companies operating in the defence sector in India.
- c. **Turnover:** Minimum Rs. 100 Crore per annum in Consultancy services during the last 3 years.
- d. **Resources:** The team should necessarily comprise of the following members
 - (i) Project Director-01
 - (ii) Project Leader-01
 - (iii) Defence Industry Expert (SME)-01
 - (iv) (Sub-team leads
 - (v) Other related experts and adequate support staff.

The resources should be a balance of experience and youth. The proposed Team will be evaluated based on the years of experience and the relevance to the assignment for the selection of the consultancy service.
- e. **Registration:** Entities registered in India.

1.6.3 Selection methodology

- a. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non- responsive. If Proposals;
 - Are not submitted in as specified in the EOI cum RFP document.
 - Received without the Letter of Authorization (Power of Attorney).
 - Are found with suppression of details.
 - With incomplete information, subjective, conditional offers and partial offers submitted.
- b. Selection of Bidders will be on the basis of Quality cum Cost based Selection (**QCBS**) system:
 - Proposals of bidders will be evaluated for minimum eligibility criteria.
 - Technical proposals of only "Eligible Bidders" will be evaluated as per process & criteria mentioned below.

- c. Proposals of the eligible Bidders during the process of evaluation will finally be ranked according to their combined score of the Technical proposal (ST) and Financial proposal (SF) scores.
- d. The Technical proposal will be evaluated on the basis of bidder's experience, its understanding of scope of services, proposed methodology and work plan, and the experience of key & sub-key Personnel. Only those bidders whose technical marks as per the technical evaluation criteria mentioned in para 1.6.4 of this EOI cum RFP is more than 70 marks or more out of 100 shall be declared as qualified for evaluation of their financial proposals. Bidders who have secured less than 70 marks shall be rejected. The marks obtained by all technically qualified bidders will be communicated before opening of the Financial bid. The bidder with highest marks will be given a technical score (TM) of 100 marks. The technical scores of other bidders will be computed as follows:

$$ST = 100 \times T/TM$$

(T= Technical marks scored as per Technical evaluation criteria)

- e. After technical evaluation, financial proposals of the successful bidders will be evaluated. The lowest financial proposal (Fm) will be given a financial score (SF) of 100 points. The financial scores (SF) of other financial proposals will be determined using the following formula:

$$SF = 100 \times Fm/F$$

(F= Price (in INR) of the proposal under consideration)

- f. The weightage given to the technical and financial proposals are: **Tw = 0.80, and Fw = 0.20** and the combined score will be arrived at using the following formula:

$$\text{Combined total score (S)} = (\text{ST} \times \text{Tw}) + (\text{SF} \times \text{Fw})$$

Note:

- a. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- b. The bid price will include all taxes and levies and shall be in Indian Rupees. The breakup of taxes and other charges etc should be indicated separately.
- c. Prices should be firm and fixed for the contract period from the date of placement of order/ signing of contract. BEL shall not accept any hidden/ additional cost / escalations after receiving the Bid. Therefore all the charges applicable must be brought out clearly in the Commercial Proposal.

- d. Taxes & duties: Consulting firm shall submit GST compliant invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the firm only after submission of GST compliant invoice. The successful firm shall raise GST compliant invoice affixing GSTIN of BEL unit availing the services
- e. Variation in taxes & duties: Any upward variation in GST shall be considered for reimbursement provided services are made within schedule date stipulated in the contract or any extension thereof for reasons solely attributable to BEL. However downward variation shall be subject to adjustment as per actual GST applicability
- f. Any conditional bid would be rejected.
- g. Errors & Rectification: Arithmetical errors will be rectified on the following basis:
- h. "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".
- i. The Selected Bidder shall be the Bidder having the highest combined total score (S). BEL reserves the right to negotiate the price with the Selected Bidder. The second highest Bidder shall be kept in reserve and may be invited for negotiations in case the first-ranked Bidder withdraws, or fails to comply with the requirements, as the case maybe.
- j. In the event the composite total score is 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

1.6.4 Evaluation Criteria:

- a. The technical evaluation shall be based on the following criteria:

| S. No. | Criterion | Weightage |
|---------------|---|---|
| 1. | Methodology & Project planning | 10 |
| 2. | Presentation to be made before BEL (in person preferably or through VC, depending upon the prevailing COVID 19 situation and GoI guidelines for the same) | 25 |
| 3. | Resource commitment for the Project - Evaluation would be based on the number of resources deployed their qualification and experience: | 30 |
| | | Adequate resources for completion of engagement Qualification: 15 |

| | | |
|----|---|----------------|
| | | Experience: 15 |
| 4. | <p>Past experience in execution of strategy consulting projects in last 5 years for public sector defence entities in India (handling contracts, devise growth strategy, assistance in new partnerships, new businesses, etc.)</p> <ul style="list-style-type: none"> • 1-2 projects – 5 points • 3 or more projects – 10 points • 5 or more projects -15 points | 15 |
| 5. | <p>Past experience in devising strategy for private companies for defence business last 5years (diversification strategy, growth strategy, DPR for entry into defence business/ new segment in defence production)</p> <ul style="list-style-type: none"> • 1-2 projects – 4 points • 3-4 projects – 8 points • 5 or more projects – 10 points | 10 |
| 6. | <p>At least one large strategy consulting contract (in terms of consulting fee) as described above for the defence sector.</p> <ul style="list-style-type: none"> • Fee > INR 05 Crores:05 marks • Fee >= INR 02 Crores & <= INR 05 Crores: 02 marks • Fee < INR 02 Crores: Nil | 05 |
| 7. | <p>Financial capacity of the bidder Average annual turnover of the bidder from consulting works in India during last three years (2017-18,2018-19, 2019-20)</p> <ul style="list-style-type: none"> • Turnover >=INR 325 Crores:05 marks • Turnover >=INR 250 Crores & < INR 325 Crores: 04 marks • Turnover >=INR 175 Crores & <INR 250 Crores: 03 marks • Turnover >=INR 100 Crores & <INR 175 Crores: 02 marks | 05 |

b. Detailed breakdown of scoring mechanism

| S. No | Criteria /Sub Criteria | Description | Point System | Max Criteria/ Sub Criteria Points | Documents to be submitted |
|-------|---|--|--|-----------------------------------|---|
| 1. | Methodology and project planning | | | 10 | <ul style="list-style-type: none"> – Overall approach – Detailed methodology – Complete work |
| | Project methodology, approach and work plan | Technical approach and methodology for executing the project | Adequacy of the proposed approach and methodology | 05 | |
| | | | Work plan including calculation of man-days with respect to the proposed scope | 05 | |

| | | | | | |
|----|--|--|---|--|---|
| | | | | | plan |
| 2. | Presentation to be made before BEL | | | 25 | <ul style="list-style-type: none"> - Detailed presentation to be submitted to BEL covering the highlighted areas - Detailed work plan - Detailed case-study - Project monitoring mechanism plan |
| | Presentation to BEL on the project journey | Technical presentation for explaining the execution of project | Understanding of the objectives | 05 | |
| | | | Appropriateness of the proposed methodology of study | 05 | |
| | | | 01 Case study of similar SoW and methodology followed for execution | 05 | |
| | | | Coverage of objectives in the timeline and adherence to timelines | 05 | |
| | | | Project monitoring mechanism | 05 | |
| 3. | Resource commitment for the Project | | | 30 | Required documents |
| | Role | Number | Requirements | Evaluation breakdown | |
| a. | Project Director (overall lead) | 01 | Max marks | 04 | <ul style="list-style-type: none"> - Detailed CV in the world bank format |
| | | | Overall Experience | More than 15 years: 01 12-15 years: 0.5 | |
| | | | Educational background | Postgraduate : 01 Graduate: 0.5 | |
| | | | Relevant work-experience (in defence production/ consulting domain) | More than 12 years: 01 10-12 years: 0.5 | |
| | | | Assignments in a leadership capacity with accountability and responsibility for overall performance | >10 projects: 01 5-10 projects: 0.5 <5 projects: | |

| | | | | | |
|----|--|----|--|---|--|
| | | | including quality, budget, schedule client, and stakeholder management of DPR/Strategic/Advisory reports in the A&D sector. | 00 | |
| b. | Team Leader(S strategy expert) | 01 | Max marks | 04 | |
| | | | Overall Experience | More than 15 years: 01 12-15 years: 0.5 | |
| | | | Educational background | Postgraduate : 01 Graduate: 0.5 | |
| | | | Relevant work-experience (in defence production/ consulting domain) | More than 12 years: 01 10-12 years: 0.5 | |
| | | | Assignments in a management capacity with accountability and responsibility for overall delivery and stakeholder management of DPR/Strategic/Advisory reports in the A&D sector. | >10 projects: 01 5-10 projects: 0.5 <5 projects: 00 | |
| c. | Subject Matter Expert - Defence industry | 01 | Max marks | 04 | |
| | | | Overall Experience | More than 15 years: 02 12-15 years: 01 | |
| | | | Assignments in a SME capacity on DPR/Strategic/Advisory reports in the A&D sector. | >10 projects: 02 5-10 projects: 01 <5 projects: | |

| | | | | | |
|---|-------------------------|----|--|--|--|
| | | | | 00 | |
| d | Team member (sub-leads) | 09 | Max marks | 18 (9 X 2) Each sub lead will be evaluated basis the below criteria | |
| | | | Overall Experience | More than 8 years: 01 5-8 years: 0.5 <5 years: 00 | |
| | | | Assignments related to corporate and growth strategy. Sound experience and understanding of defence production/ industry | 5 or more projects: 01 3-4 projects: 0.5 <3 projects: 00 | |

In addition to the required team listed above, there shall be a working team of support staff which together with the sub-leads shall be deployed for on-ground activities. Bidder has to furnish indicative duly signed CVs of such support staff as part of the bid and the same resources or resources of similar qualifications shall be deployed for the project.

| | | | | | |
|----|--|---|--------------------|--|----|
| 4. | Experience in execution of consulting projects in last 5 years for public sector defence entities and/or central and state governments in India excluding IT implementation, Audit/Compliance/Risk Assessment/Taxation | | 15 | <ul style="list-style-type: none"> – Letter of Award (LoA) – Completion certificate/ self-certification from MD of the bidder – Self-certificate (in case of on-going projects) | |
| | Handling strategy consulting projects in defence sector with public entities | Engagements related to new contracts, assistance in new partnerships, new businesses, investment promotion, sector- | 1-2 projects | | 05 |
| | | | 3-4 projects | | 10 |
| | | | 5 or more projects | | 15 |

| | | | | | |
|----|---|--|---|----|--|
| | | specific strategy consulting etc. | | | |
| 5. | Past experience in devising strategy for private companies for defence business | | 10 | | <ul style="list-style-type: none"> – Letter of Award (LoA) – Completion certificate/ self-certification from MD of the bidder – Self-certificate (in case of ongoing projects) |
| | Handling strategy consulting projects in defence sector with Private entities | Engagements related to entry strategy, diversification strategy, growth strategy for defence business/ new segment in defence production | 1-2 projects | 04 | |
| | | | 3-4 projects | 08 | |
| | | | 5 or more projects | 10 | |
| 6. | Large strategy consulting project in the defence sector | | 05 | | <ul style="list-style-type: none"> – Letter of Award (LoA) having value of the contract – Completion certificate/ self-certification from MD of the bidder – Self-certificate (in case of ongoing projects) |
| | To assess the ability of bidder to undertake large project | Engagements related to entry strategy, diversification strategy, growth strategy for defence business/ new segment in defence production | Consulting fee > INR 05 Crores | 05 | |
| | | | Fee >= INR 02 Crores & <= INR 05 Crores | 02 | |
| | | | Fee < INR 02 Crores | 00 | |
| 7. | Financial capacity of the bidder | | 05 | | <ul style="list-style-type: none"> – Certificate from statutory auditor – Last three |
| | Average annual turnover of last | From consulting services | Turnover >=INR 325 Crores | 05 | |
| | | | Turnover >=INR 250 Crores & <INR | 04 | |

| | | | | | |
|--|-----------------------|--|---|----|------------------------------------|
| | three financial years | | 325 Crores | 03 | years audited financial statements |
| | | | Turnover >=INR 175 Crores &< INR 250 Crores | | |
| | | | Turnover >=INR 100Crores &< INR 175 Crores | | |

1.6.5 **Debarment:**

Debarment rules, as prescribed in GFR, 2017, shall be applicable, as follows:

- a. A bidder shall be debarred if he has been convicted of an offence:
 - i. under the Prevention of Corruption Act, 1988 (and amendment thereof); or
 - ii. the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- b. A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.
- c. **BEL** may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity.

A self-certification to this effect shall be submitted by the Bidder as per **Form 5**

1.6.6 **Appointment of Consultant**

- a. Award Criteria

BEL will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.
- b. Right to accept any Proposal and to reject any or all Proposal(s)

BEL reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for action of **BEL**.

c. Notification of Award

Prior to the expiration of the validity period (or extended validity period), **BEL** will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, **BEL** will notify each unsuccessful bidder and return their EMD.

d. Performance Guarantee

BEL will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the Notification of award, for a value equivalent to 10% of the total cost of the contract. The Performance Guarantee should be valid for a period of 18 months. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project. In case the selected bidder fails to submit performance guarantee within the time stipulated, **BEL** at its discretion may cancel the order placed on the selected bidder without giving any notice. **BEL** shall invoke the performance guarantee in case the selected Consultant fails to discharge their contractual obligations during the period or **BEL** incurs any loss due to Consultant's negligence in carrying out the project implementation as per the agreed terms & conditions. The Performance Bank Guarantee format is at **Form - 7**

e. Signing of Contract

Post submission of Performance Guarantee by the successful bidder, **BEL** shall enter into a contract, incorporating all clauses, as required, the pre-bid clarifications and the Proposal of the bidder between **BEL** and the successful bidder.

1.6.7 Termination of Contract:

- a. **BEL** reserves the sole/ exclusive right to terminate the resulting contract in whole or part thereof for reasons attributable towards non-compliance of any of its terms (if not relaxed in writing) during execution of resulting contract or without any cause upon 60 (Sixty) days with prior written notice to the successful bidder specifying the extent and date of such termination thereof.
- b. Neither party shall be liable for any delay or failure in the performance of its obligations under the contract that directly results from any failure of the other party to perform its obligations as set forth in any Agreement.

c. Without prejudice to generality of the foregoing, BEL also reserves its right to terminate the contract in the event of one or more of the following situations:

- Unnecessary or unwarranted delay in execution of the assignment.
- Delay in providing the requisite manpower for the assignment.
- Delay in submission of reports beyond the stipulated periods.
- Breach of trust is noticed during any stage of the assignment.
- Detection of any unaccounted gain made by the bidder to the detriment of the BEL.
- concealment or suppression of any material fact or information.
- Misrepresentation or fraudulent conduct.

In addition to the cancellation of order, BEL reserves the right to appropriate the damages from the earnest money deposit (EMD) given by the bidder and/or foreclose the Bank guarantee given by the bidder. In such event the contract shall be passed to next qualified bidder.

1.6.8 **Liquidated Damages:**

In case of delayed implementation, unless extension of time is granted by BEL at its sole discretion, Consultant shall be liable to pay Liquidated damages at the rates specified below, for each completed week or part of a week of delay, on the purchase order value.

| Liquidated Damages rate per week or part thereof | Delay Period |
|---|--|
| 0.5% of the contract price with a maximum cap of 10%. | For each week of delay or part thereof |

The liquidated damages shall be deducted / recovered by the BEL from any money due or becoming due to the Consultant or may be recovered by encashment of Performance Bank Guarantees or otherwise from the Consultant.

In case of breach of Confidentiality Obligations, BEL shall be entitled to recover punitive damages in addition to actual damages.

1.6.9 **Logistics:**

The personnel may be required to work/ visit any of the divisions/offices of BEL within or outside Bangalore for which no extra claim will be applicable and the personnel should make the provision of their own conveyance and staying at the places to perform the job.

The deputed professionals of the Bidder may be required to carry out the scope of work as per the Contract, inside BEL's designated premises for the duration of the Contract, if required.

1.6.10 **Failure to agree with the Terms and Conditions of the EOI cum RFP**

Failure of the successful bidder to agree with the Proposed Contract terms and Terms & Conditions of the EOI cum RFP shall constitute sufficient grounds for the annulment of the award, in which event **BEL** may award the contract to the next best value bidder (as specified in section 1.6.3). In such a case, **BEL** shall invoke the EMD of the most responsive bidder.

1.6.11 **Fraud and Corrupt Practices**

- a. The Applicants/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 RFP, **BEL** shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, **BEL** shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to **BEL** for, inter alia, time, cost and effort of **BEL**, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.
- b. Without prejudice to the rights of **BEL** under Clause above and the rights and remedies which **BEL** may have under the LOI or the Contract, if an Applicant or Consultant, as the case may be, is found by **BEL** 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 issue of the LOI or the execution of the Contract, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by **BEL**, as per the Guiding Principles.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- i. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of **BEL** who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of **BEL**, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the Award or the Contract, who at any time has been or is a legal, financial or technical consultant/ adviser of **BEL** in relation to any matter concerning the Project;
- ii. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- iv. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by **BEL** with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- vi. The Consultant shall co-operate fully with any legitimately provided / constituted investigative Body conducting inquiry into processing or execution of the consultancy contract / any other matter related with discharge of contractual obligations by the consultant.

1.6.12 Conflict of Interest

- a. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "**Conflict of Interest**"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, **BEL** shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to **BEL** for, *inter alia*, the time, cost and effort of **BEL**

including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the DP hereunder or otherwise.

- b. **BEL** requires that the Consultant provides professional, objective, and impartial advice and at all times hold the interest's paramount of **BEL**, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of **BEL**.
- c. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - i. the Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
 - ii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - iii. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Bidder; or
 - iv. there is a conflict among this and other consulting assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to **BEL** for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
 - v. A firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;
- d. In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the Bidders (for System Integration or any other activity) for the Project, they shall make a disclosure to **BEL** as soon as any potential conflict comes to their notice but in no case later

than 7 (seven) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest. **BEL** shall, upon being notified by the Consultant under this Clause, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 15 (fifteen)days.

- e. A Bidder eventually appointed to provide Consultancy for this Project shall be disqualified from subsequently providing goods or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to consultancy services performed for **BEL** in continuation of this Consultancy or to any subsequent consultancy/advisory services performed for **BEL** where the conflict of interest situation does not arise.
- f. The Resources deployed for execution of the Contract with BEL shall be separate and exclusive teams to avoid conflict of interest with teams engaged with other DPSUs for similar assignments, if any.

1.6.13 **Confidentiality:**

- a. Execution of a Confidentiality Agreement valid perpetually is a sine qua non for award of contract. BEL at its absolute discretion shall refuse the award of the contract to the successful consultant or if awarded repudiate the award, if such consultant refuses to execute a confidentiality agreement of perpetual validity or makes a counter offer to modify or change the terms of the Confidentiality Agreement. The confidentiality obligations of Consultant shall be governed by the Confidentiality agreement prescribed by BEL which Consultant shall be bound to accept and execute. The Confidentiality Obligations assumed under such Confidentiality agreement shall be in addition to the Confidentiality obligations imposed by the Professional Ethics governing such Consultant or its Employees, Directors, Professional Advisors etc. The successful bidder or its employees or its representatives shall maintain confidentiality and protect from disclosure of all information of BEL furnished, exchanged, viewed on monitor or come across any information which is in tangible or visible form during execution of the work. The successful bidder will maintain utmost confidentiality for these information at all times with the same degree of care that they exercise in protecting the confidentiality of their own confidential information and/or business-sensitive information and, in any event, no less than highest standards of care expected of a Consultant of such nature and

shall not use, copy or reproduce to writing such information, disclose, pass on to any person, entity or third party for any purpose. The successful bidder shall also be responsible and liable for cost, claims and consequential damages/ losses accrued to BEL as a result of disclosure of any such information and bear the same. No public release or publicity or advertising of information concerning resulting contract will be made by them without prior written consent of BEL. The successful bidder will use information provided by BEL only for the performance and for the purpose of the work entrusted.

- b. **Exceptions:** Sub-clause 1.6.12 a above shall not apply to any of the following disclosure:
- Required by law; and
 - To solicitors, advocates, lawyers or other professional advisers subject to execution of a confidentiality agreement by such professionals no lesser in terms than the Confidentiality Agreement executed by Consultant.
- c. All the documents, other than the resulting contract itself, handed over by BEL to the successful bidder shall remain the exclusive property of BEL and shall be returned on completion of the performance under the resulting contract.
- d. The successful bidder and BEL shall promptly inform the other if it becomes aware of any breach of confidence by any person and shall give the other party all reasonable assistance in connection with any negotiations, disputes, actions, claims or proceedings which the other party may be party to, defend or commence against such person.
- e. The successful bidder is required to submit Non-Disclosure/Confidentiality Agreement (NDA) duly signed by authorized signatory prior to execution of resulting contract. (NDA is enclosed at **Form- 8** of this document).
- f. The provisions in this Clause shall survive termination or completion of Agreement.
- g. Confidential Information which is being shared with Consultant pursuant to award of Contract is of a special, unique, and extraordinary character which gives it a peculiar value the loss of which may not be reasonably or adequately compensated in damages, and that a breach of Confidentiality Obligations shall cause irreparable damage and injury to BEL. The Consultant, therefore, expressly agrees that BEL shall be entitled to seek injunctive and/or other equitable relief to prevent a breach of the Confidentiality Obligations, and in addition shall be entitled to have recourse to all available remedies to prevent in case of any such breach.

1.6.14 Third Party Transfer:

The successful bidder shall not be entitled without BEL's consent to assign or transfer to a third party all or part of the rights or obligations of resulting contract.

1.6.15 Indemnity:

The bidder agrees to indemnify and keep indemnified, defend and hold harmless BEL and its officers, directors, employees and agents from and against any and all losses, liabilities, claims, obligations, costs, expenses (including, without litigation, reasonable attorneys fees), arising before or after completion of implementation of the assignment, which result from, arise in connection with or are related in any way to actions, causes of action, liabilities, claims, suits, judgment, liens, awards, damages of any kind and nature whatsoever, by third parties arising out of or in connection with

- The bidder's breach of any of the terms and conditions, representations, warranties specified in the Agreement/Contract; infringement of Intellectual Property Rights of the BEL; infringement of intellectual property rights of any third party while implementing the project, wrongful use of trade secret or confidential information, acts or omissions of, negligence, or misconduct by the bidder; or its professionals, representatives, agents, technical or financial analysts, consultants and advisors;
- For the purpose of the Agreement, the bidder shall include the bidder, its personnel, employees, consultants, and / or other authorized persons.
- The responsibility to indemnify shall survive the termination of Contract for any reason with regard to any indemnity claims arising in relation to the performance pursuant to Contract.
- The successful bidder shall defend, indemnify and hold BEL harmless from and against and expenses and costs of litigation to the extent such claims arise out of infringement of any patent, copy right, trade mark etc. by the successful bidder.

1.6.16 Survival of Special Clauses:

All the clauses dealing with Arbitration, Confidentiality/ NDA, Indemnification of Patents & infringement of IPR etc shall survive and continue to have effect after the expiry or termination for any reason whatsoever of the resulting contract.

1.6.17 Arbitration:

Resulting contract shall be governed in all aspects in accordance with the Laws of India. All disputes or differences, whatsoever, arising between the

parties out of or relating to the construction, meaning and operation or effect of this RFP or the resulting contract or the breach thereof shall be settled by Arbitration in accordance with the Rules of Arbitration of the International Centre for Alternate Dispute Resolution (ICADR), New Delhi, and the award made in pursuance thereof shall be binding on the Parties. The arbitration proceedings shall take place in Bangalore and be conducted in the English Language. The Arbitration proceedings will be administered by the International Centre for Alternate Dispute Resolution. The award may be entered into a court of competent jurisdiction for its execution forthwith.

1.6.18 Law Applicable and Jurisdiction:

The Courts of Bangalore city only shall have jurisdiction.

Any party quoting against this enquiry shall be deemed to have read and understood these terms and conditions fully. The offer shall be deemed to be an admission on vendor's part that he has fully acquainted himself with the details and no claim on his part, which may arise on account of non-examination or insufficient examination of the conditions of the tender and these terms & conditions, will, in any circumstances, be considered.

1.6.19 Force Majeure

Neither Party shall be responsible for damages caused by delay or failure to perform in full or in part of its obligations hereunder, provided that there is due diligence in attempted performance under the circumstances and that such delay or failure is due to one or more events constituting force majeure, including but not limited to fire, flood, earthquake, explosion, accident, acts of God, war, where declared or not, riot, strike, lockout or other concerted acts of workmen, acts of Govt. or any circumstances of whatever nature beyond the control of the concerned party, provided that the party claiming the force majeure provides full particulars of the cause or event and the date of first occurrence within ten (10) days, thereof. If the force majeure continues for more than one (1) month, the parties hereto shall meet and discuss the ways and means of resolving the situation. Nothing withstanding the foregoing clause a delay in performance due to an event of force majeure shall be excluded only so long as the event continues or until a commercially reasonable alternative method of performance can be implemented.

List of headquarters and plants of BEL

Headquarters

Bharat Electronics Limited
Corporate Office,
Outer Ring Road, Nagavara,
Bangalore - 560045
India
Tel: +91-80-25039224

Plants – 9 Manufacturing Plants

1. Bangalore, Karnataka
2. Ghaziabad, Uttar Pradesh
3. Chennai, Tamil Nadu
4. Hyderabad, Telangana
5. Machilipatnam, Andhra Pradesh
6. Navi Mumbai, Maharashtra
7. Pune, Maharashtra
8. Panchkula, Haryana
9. Kotdwara, Uttarakhand

Related entities

- a) BEL Optronics Devices Limited, Pune: 100% Subsidiary
- b) BEL-Thales Systems Limited, Bangalore: Joint Venture / Subsidiary
- c) GE-BE Private Limited: Joint Venture / Associate Company

Bid Submission forms

The bidders are expected to respond to the EOI CUM RFP using the forms given in this section and all documents supporting eligibility / EOI CUM RFP Criteria.

Technical Proposal:

Form 1: Letter of Proposal

To:

<Name>

<Designation>

<Address>

<Phone Nos.>

<Mobile No.>

<Fax Nos.>

<email id>

<Location, Date>

Subject: Submission of the Technical bid for <provide name of the consulting assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide Consultancy Services to the <Nodal Agency> on <provide name of the consulting engagement> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial bid sealed in a separate envelope.

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 consulting services related to the assignment not later than the date indicated in the EOI CUM RFP document.

We agree to abide by all the terms and conditions of the EOI CUM RFP document. We would hold the terms of our bid valid for 90 days as stipulated in the EOI CUM RFP document.

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

Authorized Signature (*In full and initials*):

Name and Title of Signatory:

Name of Firm:

Address:

Location: _Date:

Form 2: Details of the Applicant's Operations and Consulting Business

A. Name and address of the bidding Company

B. Incorporation status of the firm (public limited / private limited, etc.)

C. Year of Establishment

D. Date of registration

E. ROC Reference No.

F. Details of company registration

G. Details of registration with appropriate authorities for GST

H. Name, Address, email, Phone nos. and Mobile Number of Contact Person

Form 3: Compliance Sheet

Form 3.1 : Compliance Sheet for Technical proposal

| | Basic Requirement | Documents Required | Provided | Reference page no. |
|---|---|---|----------|--------------------|
| 1 | Covering letter for Technical Proposal | As per Form 1 | Yes / No | |
| 2 | Turnover in Consulting services during the last 3 years excluding revenues from services related to Tax, Advisory, Legal, Audit, IT | Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor | Yes / No | |
| 3 | Experience details relevant to the engagement | Completion Certificates from the client; OR Self-Certificate of Completion (Certified by the Statutory Auditor / MD of firm); OR Work Order + Phase Completion certificate from the client | Yes / No | |

| | Basic Requirement | Documents Required | Provided | Reference page no. |
|----------|---|--|-----------------|---------------------------|
| | | If the project value is confidential, it is sufficient for the Bidder MD to self certify that the project value is above the cut-off indicated. | | |
| 4 | Resources to be committed for the Project | Broad qualifications of each resource category Short Bio-data of all the resources for the project | Yes / No | |
| 5 | Power of Attorney | Copy of Power of Attorney in the name of the Authorized signatory | Yes / No | |
| 6 | Debarment | A self certified letter as per Form 5 | Yes / No | |
| 7 | Total Experience | Self-certified letter | Yes / No | |
| 8 | Approach & Methodology | A note on high level approach & methodology, including demonstration of understanding of BEL requirements, project workbreakdown structure. | Yes / No | |

Form 3.2 Compliance to all the Terms and Conditions of the EoI-cum-RFP document to be submitted, as per the following format.

| Sl. No. | EoI-cum-RFP clauses | Bidder's Compliance (Yes/No) |
|----------------|----------------------------|-------------------------------------|
| 1. | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Integrity Pact - Format

(To be executed on a stamp paper of Rs.100)

1. Whereas **Bharat Electronics Ltd.** ("BEL") having its registered office at Outer Ring Road, Nagvara, Bangalore-560045, India, acting through Strategic Planning Division, BEL Corporate Office, Outer Ring Road, Nagvara, Bangalore-560045, India represented by General Manager, hereinafter referred to as the **Principal** and the first party, proposes toward Purchase Order/ Works Contract for the procurement of

and
M/s..... having its registered office in, represented by their Indian Representative M/s.....having its registered office at(which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee),hereinafter referred to as the **Bidder** and the second party, is willing to offer/ has offered the stores/services.

2. Whereas the Bidder is a private company/public company/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Principal is a Defence Public Sector Undertaking under Ministry of Defence, Government of India.

3. Objectives:

Now, therefore, the Principal and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

3.1. Enabling the Principal to obtain the desired product / service at a competitive price in accordance with the specifications / RFP requirements by avoiding the high cost and the distortionary impact of corruption on public procurement, and

3.2. Enabling bidder to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Principal will commit to prevent corruption in any form by their officials by following transparent procedures.

4. Commitments of the Principal:

The Principal commits itself to the following:

4.1. The Principal undertakes that no official of the Principal, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves

or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

4.2. The Principal will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular bidder in comparison to other bidders.

4.3. All the officials of the Principal will report to the Management any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

4.4. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of contract, demand, take a promise for or accept, for self or third person, any material benefit which the person is not legally entitled to.

5. In case any such preceding misconduct on the part of such official (s) is reported by the Bidder to the Principal, with full and verifiable facts and the same is prima-facie found to be correct by the Principal, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Principal and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Principal the proceedings under the contract would not be stalled.

6. Commitments of Bidder:

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contractor post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:

6.1. The Bidder will not offer, directly or through intermediaries, any bribe, consideration, gift, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the principal, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal or otherwise in procuring the Contract or forbearing to door having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Principal for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with respect

to the Principal's Organization.

6.2. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

6.3. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

6.4. In cases of Purchase/Subcontract orders, the Bidder confirms and declares to the Principal that the Bidder is the Original Manufacturer/ Authorized Distributor/Authorized Government Sponsored Export entity.

6.5. The Bidder confirms and declares to the Principal that it has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Principal, or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder; nor has any amount been paid, promised or intended to be paid to any such individual, firm or Company in respect of any such intercession, facilitation or recommendation.

6.6. The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Principal or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

6.7. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details; including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

6.8. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

6.9. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

7. Previous Transgression:

7.1. The Bidder declares that no previous transgression occurred in the last three years-immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged herein or with any Public Sector Enterprise in India or any Government Department in India that could justify bidders' exclusion from the tender process.

7.2. If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

8. Company Code of Conduct:

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

9. Sanctions for Violation:

9.1. Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on the behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Principal to take all or any one of the following action, wherever required:

i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder and to impound any earnest money deposit, if made by the Bidder. However the proceedings with the other Bidder(s) would continue.

ii) The Earnest Money / Security Deposit shall stand forfeited either fully or partially, as decided by the Principal and the Principal shall not be required to assign any reason therefore.

iii) To immediately cancel the contract, if already signed without giving any compensation to the Bidder.

iv) To recover all sums already paid by the Principal, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due by the Principal to the Bidder in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

v) To en-cash the bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Principal, along with interest.

vi) To cancel all or any other Contracts with the Bidder.

vii) To debar the Bidder from entering into any bid from the Principal for a minimum period of five years, which may be further extended at the discretion of the Buyer.

viii) To recover all sums paid in violation of this pact by the Bidder(s) to any middleman or agent or broker with a view to securing the contract.

If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the

principal, or alternatively, if any close relative of an officer of the Principal has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Principal to rescind the contract without payment of any compensation to the Bidder.

The term 'close relative' for this purpose would mean spouse whether residing with the Principal's employee or not, but not include a spouse separated from the Principal's employee by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Principal's employee, but does not include a child or step child who is no longer in anyway dependent upon the Principal's employee or of whose custody the Principal's employee has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Principal's employee or to the Principal's employee's wife or husband and wholly dependent upon Principal's employee.

ix) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal, and if he does so, the Principal shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the principal resulting from such rescission and the Principal shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

x) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Principal with the Bidder, the same shall not be opened.

9.2. The decision of the Principal or his nominee to the effect that the Bidder has committed breach of the provisions of this Integrity Pact shall be final and binding on the Bidder, however the Bidder can approach monitor (s) appointed for the purpose of this Pact as per Clause 12 of Pact agreement.

10. Fall Clause:

The Bidder undertakes that he has not offered / not offering similar services at a price lower than that offered in the present bid in respect of any other Defence Public Sector Undertakings / Ministry of Defence and if it is found at any stage that the similar Services was supplied by the Bidder to any other Defence Public Sector Undertakings/ Ministry of Defence at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Principal, if the contract has already been concluded.

11. Independent External Monitor(s):

11.1. The Principal has appointed Independent External Monitor for this Pact in consultation with Central Vigilance Commission (Names and addresses of the Monitors are given below). 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.

Name of the Monitor: (1) Shri. Girish Chandra Chaturvedi, IAS (Retd),

Address: P- 2, Gaurav Adikari Society, Plot No. C-58/6, Sector – 62, Noida – 201309.

Email: gcchaturvedi@gmail.com

Name of the Monitor: (2) Dr. Parvez Hayat, IPS (Retd),

Address: B-4/69-A, Safdarjung Enclave New Delhi – 110 029

Email: phayatips@gmail.com

The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He will convey his observations to the Chairman & Managing Director, BEL.

11.2. The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder. The Bidder 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 of the Bidder. The Monitor is under obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality.

11.3. 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.

11.4. The Principal reserves the right to refer a particular case to any other approved Independent External Monitor(s) as and when felt necessary. In such an event, the IEM nominated as per Para 11.1 shall examine the case jointly with those whom the case is referred to as per this Para.

12. Examination of Books of Accounts:

In case of any allegation of violation of any provisions of this Integrity Pact to the satisfaction of the Principal, the Principal or its agencies shall be entitled to examine /investigate the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose such examination / investigation.

13. Law and Place of Jurisdiction:

This Pact is subject to Indian Law. The place of performance and Jurisdiction is the Corporate Office of the Principal at Bangalore. A person signing IP, while representing the matters to the IEMs will await their decision in the matter and shall not approach the courts.

14. Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

15. Validity:

15.1. The validity of this Integrity Pact shall be from date of its signing and extend till the complete execution of the contract to the satisfaction of both the Bidder and the principal.

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

16. The Parties hereby sign this Integrity Pact at.....on.....

| | |
|---|--|
| <p>For Bharat Electronics Ltd</p> <p>Witness</p> <p>1. ----- ----- ----- ----- -----</p> <p>2.----- ----- ----- ----- -----</p> | <p>Chief Executive Officer</p> <p>For Bidder</p> <p>Witness</p> <p>1. ----- ----- ----- -----</p> <p>2.----- ----- ----- -----</p> |
|---|--|

Declaration that the bidder has not been blacklisted

(To be submitted on the Letterhead of the responding Bidder)

Place:

Date:

To,

General Manager
Strategic Planning Division
Bharat Electronics Limited,
Corporate Office
Nagavara, Outer Ring Road,
Bangalore -560045

Ref: RFP Notification no XXXX

Subject: Self Declaration of not been blacklisted in response to the RFP for xxx

Dear Madam / Sir,

We confirm that our company, is not blacklisted in any manner whatsoever by any of the State/UT and/or central government in India or its affiliated bodies on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

Place :

Date :

Bidder's Company Seal :

Authorized Signatory's Signature :

Authorized Signatory's Name and Designation:

Financial Proposal Format

To:

<Name>

<Designation>

<Address>

<Phone/Mobile Nos.>, <Fax Nos.>

<email id>

<Location, Date>

Subject: Submission of the Financial bid for <provide name of the consulting assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide the consulting services for <<*Title of consulting services*>> in accordance with your EOI CUM RFP dated [*Date*] and our Proposal - Technical and Financial Proposals as below:

1. For scope of Work as per defined under Clause No. 1.4.1 to 1.4.5 (without Implementation Support as per Clause No. 1.4.6)

- a) Our Financial Proposal is for the sum of <<*Amount in words and figures*>>. This amount is inclusive of all expenses & taxes.
- b) Breakup of the Taxes and Duties are given below:

2. Per Month Charges for Implementation Support as per Scope of Work defined under Clause No. 1.4.6.

- a) Our Financial Proposal is for the sum of <<*Amount in words and figures*>>. This amount is inclusive of all expenses & taxes.
- b) Breakup of the Taxes and Duties are given below:

3. Note: The charges quoted by the Bidder under Sl. No. 2 above is an Optional item and the same will not be considered for Financial evaluation of the Bids. BEL will have the option to extend the engagement of Consultant for providing implementation support, at the discretion of BEL, for a period of 4 months and additional period on need basis, if required.

I understand that the payment would be made on the basis of actual GST rate prevalent during the time of payment.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

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

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

PERFORMANCE BANK GUARANTEE FORMAT

<Name>
<Designation>
<Address>
<Phone/Mobile Nos.>
<Fax Nos.>
<email id>
<Location, Date>

Whereas, <<name of the supplier and address>> (hereinafter called "the applicant/supplier") has undertaken, in pursuance of contract no. <<insert contract no.>> dated. <<insert date>> to provide consulting services for <<name of the assignment>> to BEL (hereinafter called "the beneficiary")

And whereas it has been stipulated by in the said contract that the applicant/supplier shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <<Name of the Bank>> a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its office at <<address of the local office>> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, upto a total of **Rs. <<Insert Value>> (Rupees <<insert value in words>> only)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. **<<Insert Value>> (Rupees <<insert value in words>> only)** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the applicant/supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the applicant/supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<*Insert Date*>>.

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Rs <<Insert Value>> (Rupees <<insert value in words>> only).
- II. This bank guarantee shall be valid up to <<*insert expiry date*>>.
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<*insert expiry date*>> failing which our liability under the guarantee will automatically cease.

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement"), effective as of _____ ("Effective Date"), is entered into BY AND BETWEEN:

BHARAT ELECTRONICS LIMITED, a Company incorporated under the Indian Companies Act, having its Registered Office at Outer ring Road, Nagavara, Bangalore – 560045, India (hereinafter referred to as "BEL", which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors in office and assigns) of the ONE PART

AND

[*Company name/Name of Limited Liability Partnership/Partnership Firm/Proprietor/Society*], a company incorporated under the Companies Act, having its registered office at _____/a LLP/Firm/Proprietorship Concern/Society, having its place of business at.....< *Use first expression for Company and Latter for other business entities*> (hereinafter referred to as "CONSULTANT" or "Bidder" or, which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the SECOND PART;

(BEL is hereinafter also referred to as "Disclosing Party and CONSULTANT as "Receiving Party".

"BEL" and "CONSULTANT" are also referred to individually as "Party" and collectively as "Parties" as per the context)

WHEREAS, BEL has issued an EoI cum RFP vide.....Reference No. xxx dated...xxx ("RFP") for for Providing Strategic Advisory Services for devising Business cum Growth Plan for Bharat Electronics Limited as elaborated in the said RFP which include confidential information pertaining to BEL and BEL has selected the CONSULTANT for execution of the RFP through a contract.

WHEREAS during the execution of the contract, BEL may disclose confidential information to the selected CONSULTANT .

WHEREAS, CONSULTANT/ has participated in the bid process of RFP and submitted the techno-commercial proposal as part of the bid

WHEREAS the CONSULTANT wishes to execute the contract, , and receive further confidential information as required by the CONSULTANT.

WHEREAS, any disclosure of BEL confidential information to third parties shall cause irreparable loss and damage to BEL and BEL requires absolute integrity and confidentiality of the Information acquired by CONSULTANT during the course of

discharge of their responsibilities for the said Purpose.

Whereas, CONSULTANT has understood this fact that the information acquired by it during the course of said Purpose is completely confidential and inviolable and is not amenable to disclosure in any form or mode to any third parties except as defined in this agreement.

WHEREAS the CONSULTANT desires to and agrees to maintain confidentiality of aforesaid confidential information, hereinafter referred to as "Purpose".

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual covenants contained herein, the Parties hereby agree as follows:

1. CONFIDENTIAL INFORMATION:

"Confidential Information" for the purposes of this agreement shall comprise of all information, documents, data, materials and the BEL proprietary systems disclosed to, or accessed by, CONSULTANT in connection with, or related to, the Pre-RFP or the RFP process ("From Pre- RFP , publishing of RFP till declaration of successful bidder including but not limited to corrigendum and replies to CONSULTANT queries"), or subsequent to RFP process during course of execution of the said contract, and the deliverables of the contract, in any form whether oral or written, or in any medium, including but not limited to any of the following:

- a. The subject matter described in, and referred to, in the RFP, its associated Statements of Work ("SOWs") or any other attachments, or during the RFP process (collectively "BEL Requirements");
- b. The RFP document (including all attachments), its content, and all supporting data, materials and all other information provided to CONSULTANT in any form or medium in or in relation to the BEL's RFP;
- c. The contract price and other terms and conditions agreed upon with successful CONSULTANT.
- d. Any information, data, document or material concerning or related to the BEL Requirements, including but not limited to the BEL Requirements described in the RFP, SOWs, and all subsequent information, data, document or materials that may be provided to CONSULTANT from time to time during the RFP process, including but not limited to any information, data, document or materials provided during or in response to any questions from CONSULTANT or another recipient of the RFP or during the execution of the contract, if awarded;
- e. The SOW documents (including all attachments), their content, and all supporting data, materials and all other information provided to CONSULTANT in any form or medium in relation to the BEL's RFP process;

f. Any information, data, document or material provided to CONSULTANT in any form or medium to conduct any capability test pilot or demonstration, whether at the Customer facilities or at BEL's facilities;

g. Any information the CONSULTANT has access to during the course of Pre- RFP, RFP Process or execution of Contract regarding BEL's finance, pricing, information technology, engineering, manufacturing purchasing activities, manufacturing lines, manufacturing facilities, technical collaborators, manufacturing capacity and capabilities, human resource position, intellectual property rights, manufacturing processes, stock positions, projects in progress, projects in pipe-line, projects being considered, new launch of products and services, sources of supply of raw materials and services, customers and potential customers, agents etc;

h. Any and all other information, data or materials that CONSULTANT receives access to or obtains in connection with onsite visits, meetings or in any other forms of communication whether oral or written with BEL personnel and contractors, presentations made to the consultant; and

i. Any and all other information, data or materials learned by CONSULTANT through inspection of the BEL's property regarding the BEL's products, designs, business plans, strategies or processes, business opportunities, procurement or supply business plans, strategies or process, sales or marketing plans, strategies or processes, technical plans, strategies, or architecture, financial plans, strategies or processes, research, development, know-how, customer lists, contacts, personnel, or third-party confidential information disclosed to CONSULTANT by BEL or acquired by CONSULTANT through BEL's internal manuals like Purchase / Sub-contract / Works Contract Procedures, Sub-delegation of Powers, Office Orders, Rules etc.

Product Brouchers, sensitive Project information etc.

j. Any and all information in whatever form whether disclosed orally or in writing or whether eye readable, machine readable or in any other form including but not limited to the form, materials and design of any equipment or any part thereof, the methods of operation and various applications thereof, processes, formulae, plans, strategies, data, know-how, designs, photographs, drawings, specifications, technical literature, trade secrets, inventions, techniques, algorithms, software , source code, binary or hex codes, specifications semi-conductor designs, schematics and designs, engineering documents patents, utility models, prototypes, formulations, processes/methods of preparation, dyes, moulds, tools, jigs and fixtures inclusive of any and all improvements/modifications, alterations, whether substantial or otherwise.

k. Process Information in the form of Data/ Test Data/ Reports/ studies in-house or contracted/ details/ quantified steps/ process details whether affixed on paper or transferred by way of oral and or practical instruction with reference to any product which Disclosing Party may own or be associated with such as manufacturing

information, procurement specifications, quality control specifications, inspection and test protocol inclusive of other data that Disclosing Party has ownership of/retains and is available and being used by disclosing party with reference to its business/Products/R&D Efforts and general and specific information not limited to processes, machines, manufactures, composition of matter and software (whether in object, source or executable code) documentation.

I. All the working papers and Consultancy Report generated by CONSULTANT including interim reports pursuant to the Purpose which are to be shared with BEL/DDP/ and none other in any circumstances.

I. Confidential information shall be deemed to include any and all information of any form developed or obtained by the Receiving Party in performance of work awarded as per Contract and during the course of its execution which shall be considered the property of BEL. Furthermore, all the work-in progress and the deliverables under any contract awarded to the CONSULTANT shall be the property of BEL.

2. CONFIDENTIALITY OBLIGATIONS:

2.1 This agreement is intended to ensure the safety and security of the Project undertaken by BEL. By signing this agreement the Receiving Party is stating that it will keep all Confidential Information (as defined above) in strict confidence and only use the Confidential Information for the Purpose. Further the Receiving Party warrants that its employees, directors, partners, , any other group company / affiliate / associate , (collectively the "CONSULTANT/Recipients") will be similarly bound by this agreement, or by other similar constraints of confidentiality. The Receiving Party hereby agrees to consider and treat as strictly confidential, during the term of this Agreement, the Confidential Information of the Disclosing Party. This paragraph shall survive any termination of this Agreement and shall bind Receiving Party, its employees, agents, representatives, successors, heirs and assigns.

The Receiving Party agrees in particular:

i) not to publish in any manner or otherwise disclose to any third party any Confidential Information or part of it, and to treat all Confidential Information at least with the same degree of care as it applies to its own Proprietary/Confidential Information against public disclosure but in no case any less degree than reasonable care;

ii) not to use Confidential Information, even partially, for the benefit of any third party or for its own account except for the purpose of participating in the RFP and execution of contract, if awarded.;

iii) not to decompile, disassemble, decode, reproduce, redesign, reverse engineer or manufacture any confidential information, code, process, products or equipment provided by the Disclosing Party or any part thereof; and

iv) to disclose Confidential Information only to those of its employees and Affiliates who have a reasonable need to know in connection with the business arrangement described in the recitals above, to inform such employees of the confidential nature of the Confidential Information, and to cause them to comply with any and all terms of this Agreement.

v) to disclose confidential information to professional advisors/consultants engaged by receiving Party provided such professional advisor/consultant also executes a Non-Disclosure Agreement with the receiving party that contains terms and conditions that are no less restrictive than these and with the prior consent of the disclosing party.

vi) not to make any copies of the Disclosing Party's Proprietary/Confidential Information, or translation or transfer of the same to other documents or media except those which are indispensably required for participation in RFP and execution of Contract, if awarded, and receiving party shall ensure that all such copies, transfers shall be permanently deleted, destroyed once the requirement is fulfilled.

2.2 Receiving Party shall not disclose to the public or to any third parties (i) the fact that the cooperation described in the recitals above is taking place between them, or (ii) the fact that Confidential Information have been made available to it or that it has inspected any portion of the Confidential Information, or iii) the Contract value and the terms and conditions of the contract, without the prior written consent of the disclosing party.

2.3 Where any disclosure is required to be made pursuant to any requirement of Law or Authoritative Order from a Competent Authority ,the receiving party shall prior to such disclosure of any information , notify the disclosing party prior to such disclosure regarding the reason and proposed content of such disclosure and shall obtain written consent thereon. Furthermore, such notice shall be given sufficiently in advance to the disclosing party so as to enable the disclosing party to take all reasonable and necessary legal steps to prevent the disclosure of such information or minimize the extent of such disclosure.

3. EXCEPTIONS

The obligations set forth in Article 3 of this Agreement shall not apply to Confidential Information which:

i) is in the public domain at the time of its disclosure by the Disclosing Party or thereafter falls into public domain without any breach of this Agreement (and, in that case, only from the date on which it fell into the public domain)

ii) was known by the Receiving Party prior to its disclosure by the Disclosing Party, provided that the Receiving Party gives proper evidence of such prior knowledge; or

iii) has been rightfully obtained by the Receiving Party from a third party without any breach of a confidentiality obligation towards the Disclosing Party; or

iv) has been independently discovered or developed by the Receiving Party without using Confidential Information, so long as such independent discovery or development can be documented and verified.

v) is required to be disclosed as per any law in force in India or under order of any competent court.

Confidential Information shall not be deemed to be or fall within exceptions i) to v) merely because it is embraced by more general information in the public domain or by more general information thereafter acquired or developed by the Receiving Party. In addition, any combination of features/items/information/data shall not be deemed to be within the foregoing exceptions merely because individual features/items/information/data are in the public domain or in the possession of the Receiving Party.

4. RETURN OF DOCUMENTS

Upon the termination of this Agreement, or at the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party all documents including but not limited to copies, abstract, extracts, samples, notes or modules embodying Confidential Information of the Disclosing Party, or, at the option and direction of the Disclosing Party, destroy all copies of the Disclosing Party's Confidential Information and certify in writing that such copies have been duly destroyed. Until that date, the Receiving Party shall keep such documents in a place permitting both their secrecy and their rapid recovery.

The return of documentation or its destruction shall not be deemed to release the Receiving Party from its obligations contained in Clause 2 above.

5. NO OTHER RIGHTS OR OBLIGATIONS

5.1 Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other kind.

5.2 Nothing in this Agreement shall be construed as granting or conferring to Receiving Party rights by license or otherwise in the Confidential Information, except as expressly provided herein.

5.3 Nothing in this Agreement shall be construed as obligating disclosing party to disclose any information which it does not wish to disclose,.

5.4 All the confidentiality/ proprietary markings in the nature of logos, engineering

templates, part numbers, symbols etc. provided on the original copies provided by disclosing party shall not be removed or altered or obliterated and shall remain unaltered on any copies made by the receiving party in accordance with this agreement. The Receiving Party shall not add or emboss its own or any other any mark, which shall alter the confidential/proprietary rights of the disclosing party.

5.5 All Confidential Information, and any Derivative of it, whether created by the BEL or CONSULTANT, remains the property of the BEL and no license or other rights to Confidential Information is granted to CONSULTANT. For the purpose of this Agreement, "Derivative" means: (i) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted, (ii) for patentable or patented material, any improvement or enhancement of it; and (iii) for material which is protected by trade secret, any new material derived from existing trade secret material, including new material which may be protected by any copyright, patent or trade secret.

5.6 Confidential information shall be deemed to include any and all information of any form developed or obtained by the Receiving Party in performance of work awarded as per RFP and shall be considered the property of BEL and shall be used exclusively for the purposes intended by BEL. The receiving party hereby irrevocably assigns to BEL, and BEL shall have, exclusive ownership rights, including without limitation, all patent, copyright and trade secret rights, with respect to all work performed pursuant to RFP, including but not limited to business methods or processes, programs, systems, processes, data, developments, modification and enhancement of systems, computer' programs, operating instructions, ideas, designs, concepts and all other documentation developed for or relating to RFP and all documents, data and other information of any kind, including information incorporating, based upon, or derived from the foregoing, including reports and notes prepared by the receiving party, and all software and other Deliverables developed, prepared, produced or created for BEL by the receiving party (whether or not completed) together with all modifications, revisions, changes, copies, partial copies, translations, compilations, partial copies with modifications and derivative works of the foregoing (collectively, the "Executed Works"). Such Executed Works will be the property of BEL and may not be used by the Receiving Party for any other purpose than the benefit of BEL. Any and all such Executed Work and material containing such Executed Work shall be delivered forthwith to BEL and in any event at the termination of the Receiving Party's work for BEL , no copies thereof shall be retained by the Receiving Party unless the prior written consent of BEL is obtained with respect thereto. The receiving party will execute and deliver all documents required by BEL to document or perfect BEL's proprietary rights in said Executed Work. Such Executed Work be a work made for hire and the Receiving Party shall have no proprietary interest therein.

6. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". BEL MAKES NO

WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE.

7. ASSIGNMENT NOT ALLOWED

Receiving Party shall not assign any of its rights or obligations hereunder without the prior written consent of the other party.

8. NO WAIVER OF RIGHT ON DELAY

No delay or omission by Disclosing Party in exercising any rights under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by Disclosing party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

9. TERM AND TERMINATION

This Agreement shall come into effect from the effective date first above written and shall be effective and in force between the parties unless terminated by BEL by providing thirty (30) days notice to the receiving party. The confidentiality obligations as provided in Clause 2 shall survive such termination for all times.

Notwithstanding the foregoing, in the event of initiation of Legal Proceedings/Investigations against the CONSULTANT by any Government Authority or Agency or in case of breach of any provisions of this Agreement by Receiving Party, BEL is vested with the option to terminate the Agreement without any notice.

10. PUBLICATIONS

Receiving Party shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents/provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

11. DISPUTE RESOLUTION

This Agreement shall be construed and interpreted in accordance with the Laws of India and all disputes arising between the Parties hereto out of or in connection with this agreement shall be amicably settled between the Parties. Where the Parties hereto fail to settle the disputes amicably, within ninety (90) days of the written notice of its existence given by either Party to the other, then such dispute shall be settled by arbitration in accordance with the rules of Arbitration of the International Centre for Alternate Dispute Resolution(ICADR), New Delhi, and the award made in pursuance thereof shall be final and binding on the Parties. The arbitration proceedings shall take place in Bangalore and be conducted in the English Language. The Arbitration proceedings will be administered by the ICADR. The award may be entered into a court of competent jurisdiction for its execution forthwith.

12. REMEDIES FOR BREACH AND INJUNCTION.

The parties acknowledge and agree that the Confidential Information and rights related thereto being protected by the BEL hereunder are of a special, unique, unusual and extraordinary character, which gives them a peculiar value, the loss of which may not be adequately or reasonably compensated for in damages in an action at law, and further agree that the breach by CONSULTANT of any of the provisions of this Agreement shall cause the Disclosing party irreparable injury and damage. In such event, the disclosing party shall be entitled, as a matter of right, without further notice, to require of the receiving party specific performance of all of the acts and undertakings required of such receiving party and to obtain injunctive and other equitable relief to prevent the violation or threatened violation of any of the provisions of this Agreement by receiving party. Neither this provision nor any exercise by disclosing party of its rights to equitable relief or specific performance herein granted shall constitute a waiver by disclosing party of any other rights like right to claim damages, which it may have.

13. COMPLETE AGREEMENT

The Parties agree that this Agreement (i) is the complete and exclusive statement between the

Parties with respect to the protection of the confidentiality of Confidential Information, (ii) supersedes all related discussions and other communications between the Parties, and (iii) may only be modified in writing by authorized representatives of the Parties.

If any provision of this Agreement is declared void, or otherwise unenforceable, to any extent, the parties shall endeavor in good faith to agree to such amendments that shall preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such provision shall be deemed to have been severed from this Agreement, which shall otherwise remain in full force and effect.

14. SINGLE POINT OF CONTACT

The Receiving Party shall designate a single address and person in their organisation to receive written disclosures and identifications of Proprietary information hereunder and to be responsible for ensuring the observance of this agreement

For ----- :

-----,

-----,

-----,

Attn.: -----

PHONE: -----

FAX: -----

For ----- :

-----,
-----,
-----,

Attn.: -----

PHONE: -----

FAX: -----

15. SEVERABILITY

Should any or one or several of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall be unaffected thereby. The Parties agree to replace such invalid, illegal, or unenforceable provision or stipulation with a legally and an effective provision whose effect is as similar as possible to the original provision, and the Parties agree that this new provision shall be deemed to have been agreed upon from the time when the original provision became invalid.

16. AMENDMENTS

Any amendments of, and supplements to this Agreement, if any, will be made in writing and acknowledged by the signature of a duly authorized representative of each Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorised representatives on the date first above written.

For and on behalf of:

For and on behalf of:

BHARAT ELECTRONICS LIMITED

Signature: -----

Signature: -----

Name: . -----

Name: -----

Title: -----

Title: -----

Date: -----

Date: -----