

Request for Proposal (RFP)

For

Painting of 55 Mtr Self-supporting FM Tower located at Dehradun

**Ref No: BECIL/Tower Painting/CTI Dehradun/2025
Date: 19/05/2025**



Issued by

Broadcast Engineering Consultants India Limited
(A Government of India Enterprise)

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DISCLAIMER

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

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SECTION –I: INTRODUCTION AND BRIEF DESCRIPTION

1. ABOUT BECIL

Broadcast Engineering Consultants India Limited (BECIL), an ISO 9001:2015, ISO 27001:2013, ISO/IEC 20000-1:2018 and CMMIL3 certified, a Mini Ratna Central Public Sector Enterprise (CPSE) was incorporated on 24th March, 1995 under the Companies Act, 2013 (erstwhile the Companies Act, 1956) by Government of India with 100% equity share capital of BECIL held by President of India through Secretary and Joint Secretary of Ministry of Information & Broadcasting.

The Company was initially set up for providing project consultancy services and turnkey solutions encompassing the entire gamut of radio and television broadcast engineering, establishment of transmission facilities i.e content production facilities, terrestrial, like satellite and cable broadcasting in India and abroad.

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

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

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

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

2. INTRODUCTION OF PROJECT

BECIL has been taking care of the maintenance of FM transmission towers owned by the Ministry of Information and Broadcasting (MIB) for more than 15 years. As a leading public sector enterprise specializing in broadcasting, communications and engineering services, BECIL plays a crucial role in ensuring the seamless operation, structural integrity and technical upkeep of these critical infrastructure assets.

With over a decade of experience in this domain, BECIL has established itself as a trusted partner for MIB, contributing significantly to the efficiency and reliability of FM broadcasting services in India.

Broadcast Engineering Consultants India Limited (BECIL) invites online bids/proposals from experienced vendors/agencies for Painting of 55 Mtr Self-supporting FM Tower located at Dehradun.

Complete tender document can be downloaded from the CPP portal (<https://etenders.gov.in/eprocure/app>) and from BECIL website (www.becil.com) and Bid will be submitted duly digitally signed on the CPP portal. It is mandatory for all the Bidders to have Class-III Digital Signature Certificate (in the name of person who will sign the bid document) from any of the licensed certifying Agency.

The bidders are advised to submit their credentials duly signed by an authorized signatory online through CPP Portal. Bid should be submitted prior to the scheduled time online.

The bidder shall bear all costs associated with the preparation and submission of RFP and BECIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the RFP process.

In case the bidder has any doubt regarding the content or meaning of any part of the RFP document, bidders can raise their queries through CPP portal and also they may seek clarification by sending an email to avnish@becil.com before the due date set for asking the pre-bid queries mentioned in the SECTION-II: IMPORTANT DATES (SCHEDULE AND CRITICAL DATES).

Please note that only written responses provided through this official email will be considered valid. BECIL will not be bound by any oral or written statements, presentations, or explanations made by any other employee that are not officially communicated via this channel.

BECIL will publish all the Corrigendum/Addendum in the CPP portal and on BECIL official website.

The Management of BECIL reserves the right to amend or withdraw any of the terms and conditions mentioned in the RFP Document or reject any or all the bids without giving any notice or assigning any reason. The decision of the Chairman and Managing Director, Broadcast Engineering Consultants India Limited in this regard shall be final and binding on all.

3. PROCEDURE AND TERMS & CONDITIONS

The proposal is to be submitted in TWO BID SYSTEM with separate Technical and Financial bids through E-tendering mode only on CPP portal. All bidders are required to submit their offer in two covers as under:-

3.1 Technical Bid should contain the following:-

- (i) Clause by clause compliance of the terms and conditions of the tender document OR copy of tender document duly signed and stamped at each page indicating acceptance of terms and conditions.
- (ii) UNPRICED schedule of bill of material as in the financial bid duly completed, signed & stamped by the authorized signatory.
- (iii) Technical compliance matrix indicating clause by clause compliance of the BECIL technical specifications.
- (iv) All the scanned copies of certificates/documents attached with the RFP should be stamped and signed by an authorized person of the Bidder otherwise the bid response may liable to be treated as invalid.
- (v) Bidder shall produce original certificates/documents during scrutiny stage, if asked by the Tender inviting authority.

3.2 Financial bid should contain the following:-

- (i) Unit rate, final rate in INR should be quoted by the bidder.
- (ii) Rate should be mentioned for all the items as per BOM, Taxes should be extra as applicable.

Both the above mentioned bids should be submitted separately through online mode on CPP Portal.

Only Technical bid shall be opened first on the date of opening of the bids mentioned in Section-II below.

Bidders are required to visit the site before submitting their tender to assess the tower's condition, ensuring transparency and minimizing future disputes regarding pricing and scope of work. Bidder can also climb the Tower if he wants to do so. Bidders must notify BECIL at least 7 days in advance to facilitate visit at site. The presence of the bidder at site must be documented as per Annexure-VIII duly verified by BECIL Representative. The site address is provided in "Glossary of Terms, S. No. 5" of this RFP.

Submission of RFP:

Bids, complete in all respects, must be submitted online through CPP portal or before the due date and time. BECIL may, at its own discretion, extend the date for submission of RFP. At any time prior to the last date for receipt of RFP, BECIL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP Document by an amendment. The amendment will be notified on CPP Portal/BECIL website and should be taken into consideration by the prospective bidders. The bid response should be signed by an authorized signatory. The firm should submit Authorization Letter on their Letter Head in the name of authorized signatory.

Opening of RFP: BECIL shall open response of the bidders as per schedule mentioned below in Section-II. Incomplete bids will be rejected.

SECTION -II: IMPORTANT DATES (SCHEDULE AND CRITICAL DATES)

| Basic RFP Details | | | |
|--|---|---|--|
| RFP Title/ Name of the project | Request for Proposal for Painting of 55 Mtr Self-supporting FM Towers located at Dehradun. | | |
| RFP Reference Number | Ref No: BECIL/Tower Painting / CTI Dehradun/2025, Date: 19/05/2025 | | |
| Tender Type | Open tender | Tender Category | Services |
| No. of Covers | Two Covers | | |
| Organization: | BECIL | The Procuring Entity: | BECIL |
| Authority on whose behalf RFP is invited | Ministry of Information & Broadcasting | | |
| RFP Inviting Authority | BECIL | Address | BECIL Bhawan, C-56 /A-17, Sector - 62, Noida – 201 307. (U.P.) |
| Critical Dates | | | |
| Published Date | 19/05/2025 | Proposal Validity (Days from the date of Technical opening) | 180 Days |
| Document Download Start Date | 19/05/2025 | Document Download End Date & Time | 10/06/2025 Time: 15:00 Hrs |
| Pre-bid meeting Date & Time | 27/05/2025, Time: 15:00 Hrs, Pre-Bid Meeting Link: https://meet.google.com/rvh-vcmy-sbp | | |
| Last date for submission of Pre-bid queries through email or in the CPP portal | 26/05/2025, Time: 15:00 Hrs | | |
| Proposal Submission Start Date & Time | Technical Proposal Submission Closing Date & Time | | 10/06/2025 at 15:00 hrs |
| | Technical Proposal Opening Date & Time | | 10/06/2025 at 15 :30 Hrs |
| Technical Proposal Presentation / Customer Testimonials | Will be intimated (If required) | Proposal Opening (Financial Proposal) Date & Time | Notified in the CPP portal |
| Period of Contract / Delivery Period | 60 days | | |
| Obtaining the RFP Document and clarifications | | | |
| e-Procurement and Procuring Entity’s Portal and helpdesk | CPP portal – Help Desk (https:// https://etenders.gov.in/eprocure/app) | | |
| RFP Processing Fee (Non- refundable) | <p>INR 1000 + 18 % GST (Proof of submission to be uploaded along with BID) in the form of Demand Draft issued by any Scheduled Commercial Bank in favour of BECIL, payable at New Delhi or or RTGS payment on the Bank Account as per BECIL Mandate form attached at annexure X.</p> <p>In case online payment (vide RTGS/NEFT mode) is not made. The bidder must submit original Demand Draft in the sealed envelope on or before 36 Hrs. from the scheduled date of Bid Submission. Demand draft should be sent to the address Shri Avnish Kumar Gupta, Deputy General Manager, BECIL Bhawan, C-56 /A-17, Sector - 62, Noida – 201 307. (U.P.). Tender Reference No. and Tender Fee/ EMD Fee should be clearly</p> | | |

| | | | |
|------------------------------|--|--|---------------|
| | mentioned on the heading on envelope. | | |
| EMD Amount in INR | Rs.2500/- (Rupees Two Thousand and Five Hundred Only). | Is Bid Securing Declaration permitted in lieu of Bid Security | YES, for MSEs |
| | In case online payment (vide RTGS/NEFT mode) is not made. The bidder must submit original Demand Draft in the sealed envelope on or before 36 Hrs. from the scheduled date of Bid Submission. Demand draft should be sent to the address Shri Avnish Kumar Gupta, Deputy General Manager, BECIL Bhawan, C-56 /A-17, Sector - 62, Noida – 201 307. (U.P.). Tender Reference No. and Tender Fee/ EMD Fee should be clearly mentioned on the heading on envelope. | | |
| | As per Rule 170 (i) of General Financial Rules (GFRs) 2017, Micro and Small Enterprises MSEs) and the Firm/Company is registered with concerned Ministries/ Departments are exempted from submission of Bid Security. Exemption to MSME will be provided only to those vendors who are classified as MSE in the same field. | | |
| Performance Bank Guarantee | 5% of Order value | The Selected bidder has to submit a Performance Bank Guarantee (PBG), within 15 days from the issue of work order, for a value equivalent to 5% of the total order value. The Performance Bank Guarantee should be valid for 1 year from the completion of project verified by BECIL site representative. Performance Bank Guarantee (PBG) to be addressed/ in favour of Chairman & Managing Director (CMD) , Broadcast Engineering Consultants India Limited (BECIL), Registered & Corporate Office: C-56/ A-17, Sector-62, Noida-201307, U.P. The selected bidder is required to extend the PBG (if required) beyond the initial period. If the selected bidder fails to extend the PBG, BECIL may encash the PBG. | |
| Contact Details for this RFP | Name: Shri Avnish Kumar Gupta Designation: Deputy General Manager Phone No. 0120-4177850 Email : avnish@becil.com | | |

NOTE: Broadcast Engineering Consultants India Ltd. reserves the right to amend the RFP tentative schedule and critical dates without giving any explanation whatsoever. Corrigendum may be published in this regard on CPP portal (<https://etenders.gov.in/eprocure/app>) and BECIL website (www.becil.com). Bidders are advised to check the website for updates in this regard.

SECTION -III: RFP NOTICE

1. RFP Notice

BECIL on behalf of Ministry of Information & Broadcasting (MIB) invites online bids/proposals through CPP portal for **“Painting of 55 Mtr. Self-supporting FM Tower located at Dehradun”**.

2. Authority issuing Invitation for RFP

Broadcast Engineering Consultants India Limited (BECIL), an ISO 9001:2015, ISO 27001:2013, ISO/IEC 20000-1:2018 and CMMI-3 Certified Mini Ratna Central Public Sector Enterprise (A Government of India Undertaking).

a. Project Description.

BECIL, the system integrator has played an important role in setting up of Common Transmission Infrastructures (CTI's) across India (where Prasar Bharati Infrastructure is available: Land & Tower 'or' only Land) for Private FM Broadcasters for operationalization of their Radio Channels. We procure all the desired material (imported & indigenous) on behalf of the Broadcasters for setting up of CTI. Once CTI Setup is made, it is handed over to the Broadcasters.

BECIL has been taking care of the maintenance of FM transmission towers owned by the Ministry of Information and Broadcasting (MIB) for about 15 years. As a leading public sector enterprise specializing in broadcasting, communications and engineering services, BECIL plays a crucial role in ensuring the seamless operation, structural integrity and technical upkeep of these critical infrastructure assets.

With over a decade of experience in this domain, BECIL has established itself as a trusted partner for MIB, contributing significantly to the efficiency and reliability of FM broadcasting services in India.

b. Invitation for RFP

Broadcast Engineering Consultants India Ltd (BECIL) invites online bids/proposals for **“Painting of 55 Mtr. Self-supporting FM Tower located at Dehradun”**.

Request for proposal (RFP) is available at CPP portal and on BECIL website. ***Bid against this RFP shall be submitted online only at CPP portal. No other mode of bid submission shall be accepted.***

c. Proposal Preparation Costs:

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, site inspection 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 BECIL to facilitate the evaluation process, and all such activities related to the bid process. This RFP does not commit BECIL to award

a contract or to engage in negotiations with prospective bidders. Further, no reimbursable cost may be incurred in anticipation of award of the contract for implementation of the project.

Pre-Bid Queries submission last Date: 26/05/2025, Time: 1500 Hrs. To be sent to the email id: avnish@becil.com

The Pre-Bid Queries response will be provided on email only, if needed BECIL is not bound to furnish any answers thereafter after the closure of the pre-bid queries timeline/date. All the terms and conditions mentioned in the RFP are binding on Bidders.

d. Glossary of Terms

| Sl No. | Term | Meaning |
|--------|----------------------------------|--|
| 1. | Bidder | Bidder should be a company registered in India under the Indian Companies Act, 2013 (erstwhile companies Act, 1956) or Limited Liability Partnership (LLP)/firm. |
| 2. | Confidential Information | Any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information including any such information that may come to the knowledge of the Parties hereto by virtue of this Contract that: or is by its nature confidential or by the circumstances in which it is disclosed confidential; or is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract. |
| 3. | Client / End customer | BECIL/Ministry of Information and Broadcasting |
| 4. | Proposal | Response or offer submitted by Bidder for this e-RFP |
| 5. | Work Execution Place | All India Radio, Ripsana Bridge, Shastri Nagar, Ajabpur Kalan, Dehradun – 248001, Uttarakhand. |
| 6. | Services | Services to be provided as per the requirement mentioned in the scope of work and instructions thereof issued from time to time by BECIL. |
| 7. | L1 bidder | This shall mean the successful Bidder whose bid has been accepted, and who has been awarded the Work as enumerated in the RFP. |
| 8. | Service Provider | Project Implementing Bidder/Agencies/Vendor /Contractor /Firm who is responsible to execute Painting of 55 Mtr Self-supporting FM Tower located at Dehradun |
| 9. | Project Site/Service required at | Dehradun |

e. Other Important Information Related to Proposal Submission

| S No | Subject | Date, time and details |
|------|----------------------------------|--|
| 1. | Performance Bank Guarantee (PBG) | The Selected bidder has to submit a Performance Bank Guarantee (PBG), within 15 days from the issue of work order, for a value equivalent to 5% of the total order value. The Performance Bank Guarantee should be valid for 1 year from the completion of project verified by BECIL site representative. Performance Bank Guarantee |

| | | |
|----|--------------------------|--|
| | | <p>(PBG) to be addressed/ in favour of Chairman & Managing Director (CMD), Broadcast Engineering Consultants India Limited (BECIL), Registered & Corporate Office: C-56/ A-17, Sector- 62, Noida-201307, U.P.</p> <p>The selected bidder is required to extend the PBG (if required) beyond the initial period. If the selected bidder fails to extend the PBG, BECIL may encash the PBG.</p> |
| 2. | Proposal Validity Period | 180 days from the date of opening of Technical Bid. |
| 3. | Completion Period | 60 days from the date of award of work order |

3. Eligibility Criteria:

| Basic Requirements | Specific Qualification Criteria | Documents to be submitted |
|------------------------------------|--|---|
| Tender Fee | Tender Fee of INR 1000 + GST | Scan copy of DD/RTGS details will be submitted along with bid |
| Earnest Money Deposit (EMD) | EMD of INR 2500 | Scan copy of DD issued by any Scheduled Commercial Bank in favour of BECIL, payable at New Delhi or RTGS payment on the Bank Account as mentioned in the Eligibility Criteria will be submitted along with bid or scan copy of MSE Certificate in the relevant field as per Rule 170 (i) of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the Firm/Company is registered with concerned Ministries Departments are exempted from submission of Bid Security |
| Legal Entity | <p>1. Bidder should be a company registered in India under the Indian Companies Act, 2013 (erstwhile companies Act, 1956) or Limited Liability Partnership (LLP)/firm.</p> <p>2. Registered with Goods and Services Tax Network (GSTN) and PAN.</p> | <p>1 Copy of Certificate of Incorporation/ Proprietorship Registration/ Partnership deed/ Memorandum & Articles of Association.</p> <p>2 Copy of GST Registration Certificate & Copy of PAN.</p> |
| Bidder Experience | <p>Minimum 3 years of experience in the relevant field i.e. Maintenance, erection, installation, and painting of FM towers with a minimum height of One tower of at least 55 meter, or Two towers of at least 50 meter each and above. (Bidder must have Painting experience of atleast 1 tower of 50 meter and above)</p> | Documentary evidence for similar work in the form of work order along with completion certificate from the client. |

| | | |
|---|---|--|
| Turnover | Average Annual turnover of the bidder must be Min Rs. 18 Lakhs during the last three financial years (FY2021-22, FY2022-23, FY2023- 24) | Scan copy of Financial Statements and Statutory auditor's certificate for last 03 financial years (FY-2021-22, FY-2022- 23, FY-2023-24) duly certified the Chartered Accountant with CA's registration number, UDIN No and seal. Certificate should be as per the Format Attached at Annexure VII. |
| Blacklist Declaration | The Bidder should not be blacklisted/ debarred/ banned/ restricted by any Union Govt./State Govt./ PSU or any govt. entity as on date of submission of the Bid. | Scan copy of Undertaking as per " Annexure-III " will be submitted in Firm's Letter signed by the Authorized Signatory of the Bidder. |
| Net Worth | The net worth of the company should not be negative and should submit net worth certificate as on 31/03/2024. | Scan copy of Net worth certificate certified by CA should be enclosed along with bid documents. The Company should have Positive Net worth as on 31/03/2024. |
| Authorization Certificate for Authorized Signatory | Authorization Certificate will be submitted in Firm's Letter Head duly signed by the Competent Authority. | Authorization Certificate will be submitted in Firm's Letter Head. |
| Indemnification | Undertaking in letter head to indemnify BECIL from any claims /penalties /statutory charges, liquidated damages, with legal expenses etc. | Scan Copy of Undertaking on Firm's Letter Head. |
| Bidder Details | Bidder Details as per "Annexure-II" | Details should be as per the Format Attached at "Annexure II". |

Note : The Tender Fee and EMD amount can be remitted through RTGS/NEFT to;

Bank: Union Bank of India

Branch: 26/28, First Floor, D Block, Cannaught Place, New Delhi-110001

Branch Code: 3710

Bank A/c No.: 565101000065461

RTGS Code: UBIN0903710

Or

In the form of Demand Draft (DD) in favor of "Broadcast Engineering Consultants India Limited" payable at New Delhi.

SECTION IV- General Terms and Conditions:

1. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein, shall be construed as establishing a relation of master and servant or of Agent and Principal as between the Bidder and BECIL.

2. INTELLECTUAL PROPERTY RIGHTS:

- 2.1. Deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the Bidders under this RFP and subsequent to this RFP in relation with this tender shall become and remain the property of BECIL/procuring entity and subject to laws of copyright, must not be shared with third parties or reproduced, whether in whole or part, without BECIL's/ the procuring entity's prior written consent.
- 2.2. The Bidder shall, not later than upon termination or expiration of this Contract and/or subsequent Agreement/Contract signed with the Bidder, deliver all such documents and software to BECIL/the procuring entity, together with a detailed inventory thereof.
- 2.3. The Bidder shall not incorporate any materials, technology or any item or thing that involves the use of intellectual property rights or proprietary rights that the Bidder does not have the right to use or that may result in claims or suits against BECIL arising out of claims of infringement of any intellectual property rights or other proprietary rights.
- 2.4. The Bidder shall perform all acts necessary to obtain and continue to have all necessary licenses, approvals, consents of third parties free from any encumbrances and all necessary technology, hardware and software to enable it to perform its obligations under this Contract. If license agreements are necessary or appropriate between the Bidder and third parties for purposes of enabling, enforcing or implementing the provisions hereinabove, the Bidder shall be under an obligation to enter into such agreements at its own sole cost, expense and risk.

3. LAND AND BORDER PROVISION

- 3.1. The Undertaking shall be submitted as per 'Annexure-IX' by the Bidder on their letter head in line with the guidelines issued vide the Office Memorandum, No. F. No. 6/18/2019 dated 23.07.2020, by the Department of Expenditure, Ministry of Finance, Govt. of India.
- 3.2. I/We certify that this Bidder is not from such a country or if from such a country has been registered with the Competent authority. I hereby certify that this bidder fulfills all requirements in this regard.
- 3.3. I/We certify that this Bidder is not from such a country or if from such a country has been registered with the competent authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

4. INDEMNITY

- 4.1. The Bidder shall indemnify, save, hold harmless and defend BECIL and its officers, servants, employees and agents promptly upon demand and at its expense, from and against any and all suits, proceedings, actions, demands, losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which BECIL may become subject, insofar as such losses arise out of, in any way relate to, arise or result from:
- a) Any Compensation/ claim or proceeding by any third party against BECIL arising out of any act, deed or omission by the Bidder;
 - b) Any breach by the Bidder of any of its obligations under this Contract or from any negligence under the Contract, including any errors or deficiencies in the performance its scope of work.
- 4.2. That BECIL shall have no liability whatsoever for any injury/death to the Bidder or its staff caused or suffered during the performance of it's obligations hereunder

5. CODE OF INTEGRITY

No official of BECIL or the Bidder shall act in contravention of the codes which includes Prohibition of:

- a) Offering of any bribe or undue gratification in any form to BECIL or its officials, or indulging in any corrupt practices.
- b) Any omission, or misrepresentation that may mislead or attempt to mislead so that a financial or other benefit may be obtained, or any necessary obligation or pre-requisite may be avoided.
- c) Improper use of information provided by BECIL to the Bidder with an intent to gain an unfair advantage in the procurement process or for personal gain.
- d) Any financial or business transactions between the Bidder and any official of BECIL related to tender or execution process of contract, which can affect the decision of BECIL directly or indirectly.
- e) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- f) Obstruction of any investigation or auditing of a procurement process.
- g) Making false declaration or providing false information for participation in a tender Process or to secure a contract.

6. CONFLICT OF INTEREST

Any Bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as non-responsive. Bidder shall be required to declare the absence of such conflict of interest in Form Declarations. A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:

- a) Directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- b) Receives or have received any direct or indirect subsidy/ financial stake from another Bidder; or
- c) Has the same legal representative/ agent as another Bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorized distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or
- d) Has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or
- e) Participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or
- f) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Details Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc.)of this Tender process; or has a close business or family relationship with a staff of the Procuring Organization who:
 - (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or
 - (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

7. UNDUE INFLUENCE

- 7.1 The Agency/Bidder undertakes that it has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of BECIL or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India.
- 7.2 Any breach of the aforesaid undertaking by the Agency/Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Agency) or the commission of any offers by the Agency or anyone employed by him or acting on his behalf, as defined in the Bharatiya Nyaya Sanhita, erstwhile known as the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle BECI to cancel the contract and all or any other contracts with the Agency and recover from the Agency the amount of any loss arising from such cancellation, from the present or from any other contract with BECIL.

8. UNLAWFUL/UNETHICAL PRACTICES

- 8.1 If the Bidder has engaged in corrupt, fraudulent, collusive and coercive practices or defaulted commitments under integrity.
- 8.2 Any intentional omission or misrepresentation in the documents submitted by the Bidder for the purpose of due diligence or for the execution of any act essential for the execution of the Project.
- 8.3 If the Bidder uses intimidation / threats or bring undue outside pressure on BECIL or any of its official for acceptance / performances of the deliverable/qualified work under the contract.

9. PENALTY FOR BREACH OF INTEGRITY, CONFLICT OF INTEREST AND UNDUE INFLUENCE

- 9.1 Forfeiture of Bank guarantee or any other bond or bid security submitted by the Bidder.
- 9.2 Cancellation/ termination of the Contract with the liberty to recover the accrued losses/damages by the Bidder including imposition of penal damages.
- 9.3 Initiation of Arbitration /legal proceedings to recover losses or damages incurred by BECIL due to the violation of ethical practice or use of undue influence by the Agency.

10. BLACKLISTING/ DEBARMENT

- 10.1 The Bidder/Contractor shall be debarred/blacklisted from bidding for the contract/tender floated by BECIL for a period of two years, for violation of the code of integrity, for undue influence as well as for the breach of any other terms and conditions of the tender as per the General Financial Rules 2017 and the Guidelines for debarment of firms from bidding issued by the Department of Expenditure, Ministry of Finance no. F1/20/2018 –PPD dated 02.11.2021.

11.RISK AND COST CLAUSE

- 11.1 In case of persistent breach/default of the terms and conditions of the Contract and due to abnormal delay (beyond the maximum late delivery in the Liquidated damages clause) in supplies, defective supplies or non-fulfilment of any of the terms and conditions of the RFP and the Work Order, BECIL may cancel the contract/Work Order in full or part thereof, and will procure supplies/equipment's or ensure the execution of work or any pending service in case of service contract from other willing vendor at the risk and cost of the Bidder.
- 11.2 Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:
- 11.3 Bidder's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to Bidder including unexecuted portion of work/ supply does not appear to be executable within balance available period.
- 11.4 Withdrawal from or abandonment of the work by Bidder before completion of the work as per contract.
- 11.5 Non completion of work/ Non-supply by the Bidder within scheduled completion/delivery period as per RFP or as extended from time to time, for the reason attributable to the Agency/ Bidder.
- 11.6 Termination of Contract on account of any other reason (s) attributable to Agency/ Bidder.
- 11.7 Assignment, transfer, subletting of Contract by the Agency/Bidder without BECIL's written permission resulting in termination of Contract or part thereof by BECIL

12.CONFIDENTIALITY

- 12.1 The Bidder recognizes, accepts and agrees that disclosure of Confidential information to the Staff shall be only on a need-to-know basis and only those staff who are involved in rendering the services and need to have access would alone be informed of Confidential information.
- 12.2 The Bidder recognizes, accepts and agrees that all tangible and intangible information obtained or disclosed to the Bidder's and/or its staff, including all details, documents, data, business/ customer information and the BECIL 's practices and trade secrets (all of which are hereinafter collectively referred to as "confidential information") which may be communicated to the Bidder 's and/or its facility staff may be privy under or pursuant to this Contract and/or in the course of performance of the Bidder 's obligations under this Contract shall be treated, as absolutely confidential and the Bidder irrevocably agrees and undertakes and ensures that all its facility staff shall keep the same as secret and confidential and shall not disclose the same at all in whole or part to any Person or persons (including legal entities) an any time or use nor shall allow information to be used for any purpose other than that as may be necessary for the due performance of the Bidder's obligations hereunder except when required to disclose under the due process and authority of law.

13. RIGHT TO INSPECTION

- 13.1 That BECIL and its field officers or its Auditors, shall have the right to carry out inspection checks and tests, and do audit of the Bidder's premises, personnel and records relating to the project in order to ensure there is no compromise on the quality of goods/services provided by the Bidder to the BECIL. That BECIL has a right to review and monitor the security practices and control procedures adopted by the Bidder. The Bidder shall produce and make available all such books, records, information, etc., related to project work for the purpose of Inspection/ audit as and when required.
- 13.2 That BECIL shall have the right to review and monitor the performance of the Bidders, and the Bidder on demand of BECIL shall furnish necessary particulars, statements, etc., as desired by the BECIL in a periodical manner for the purpose of assessment of their performance.

14. TERMINATIONS

14.1 Termination of Contract by BECIL due to unsatisfactory performance

- a) If the Bidder refuses or fails to execute the specified quantum of work or any separate part thereof with diligence or ensure its completion within the time specified in the RFP, or subsequent work order issued thereto, then it shall be open to BECIL at its option by written notice to the Agency/Bidder to:
- b) To terminate the contract without prejudice to any other remedy available under the Contract. That a notice of cure, highlighting the deficiency or problem shall be served on the Agency /Bidder by BECIL, with an opportunity to cure the same within a period of 15 days. That on the non-resolution of deficiency, a notice of termination shall be served on the Agency/Bidder and the Contract shall be deemed terminated after a period of 15 days from the date of notice of termination.

14.2 Termination due to Breach

- a) BECIL may, without prejudice to any other remedy available for the breach of contract, may terminate the contract in sub-sequence to non –resolution of deficiency after the service of a notice of cure with a window period of fifteen days. After the end of the cure period, a 15 (fifteen) days' notice shall be served on the Agency/ Bidder, and the contracts shall be deemed terminated after the end of the period of fifteen days from the date of notice of termination.
- b) The following sub-clauses shall attract the provision of termination, on the occurrence of the following events :-
 - (i) If the Bidder has abandoned or repudiated the Contract;
 - (ii) If the Bidder has without valid reason failed to commence work on the project promptly;
 - (iii) If the Bidder has persistently failed to execute the works/express deliverable in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;
 - (iv) If the Bidder defaults in proceeding with the works/job with due diligence and continues to do so after a notice in writing of fifteen (15) days from BECIL;

- (v) If the Bidder has obtained the contract as a result of undue influence or adopted unethical means/ corrupt practices.
- (vi) if the information submitted/furnished by the Bidder is found to be incorrect;

14.3 Termination due to Insolvency

- a) If the Agency/Bidder dissolves or become bankrupt or insolvent or cause or suffer any receiver to be appointed for its business of any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, then BECIL shall be at liberty :-
- b) To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by a fifteen day notice in writing to the Agency/Bidder or to give the Receiver or liquidator or other person, the option of carrying out the contract subject to its providing a guarantee upto an amount to be agreed upon by BECIL for due and faithful performance of the contract.

14.4 Termination for Convenience

BECIL can terminate the Agreement by serving a 30 day notice without assigning any cause or reason to the Bidder/ selected agency. The contract shall be deemed terminated after a period of 30 days from the date of termination notice.

15.POST TERMINATION RESPONSIBILITY

- 15.1 In all cases of termination herein set forth, the obligations of BECIL to pay shall be on a pro-rata basis in proportion to the work completed by the Bidder prior to termination.
- 15.2 The Bidder shall forthwith stop any of its work then in progress, except such work as BECIL may, in writing; require to be executed at the designated site/premises.
- 15.3 That in the event of termination under clause 15.1 and 15.2 the whole or part of the performance security furnished by the Agency/Bidder is liable to be forfeited without prejudice to the right of BECIL to recover from the Agency/Bidder any accruing or incurred losses or damages, on account of termination of contract due to unsatisfactory performance/ delay in execution of work.

16.NOTICES

Any notice, invoice, approval, advice, report or notification in connection with this Contract shall be in writing and any notice or other written communication pursuant hereto shall be signed by the party issuing the same and shall be addressed to BECIL or the Bidder and may be given by delivering the same by hand or sending the same-by prepaid registered mail, official e-mail or facsimile to the relevant address forth below or such other address as each Party may notify in writing to the ether Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given official e-mail or facsimile) or Fifteen (15) clear days after posting (if sent by post) at the Party's principal or registered office address as mentioned below:

17.NO WAIVER

No waiver of any term, provision, or condition of this Contract , whether by conduct or otherwise, in any one or more instances, will be deemed to be or be construed as a further or continuing waiver of any such term, provision, or condition or as a waiver of any other term, provision, or condition of this Contract, unless the same is agreed upon and recorded in writing with mutual consensus of both the parties.

18.AMENDMENT:

Unless otherwise stated expressly, this Contract shall be modified only by an instrument in writing duly executed by both the parties.

19.ARBITRATION

19.1 Conciliation of Dispute

- a. Any dispute(s) /difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled mutually and amicably between the Parties, within a time span of **thirty days** from the date of invocation of dispute vide a written notice by the Aggrieved party. The Aggrieved Party shall notify the other party in writing about such dispute(s)/difference(s)/issue(s) between/amongst the Parties and that such a Party wishes to refer the dispute(s)/ difference(s)/issue(s) to Conciliation. Such Notice/Invitation for Conciliation shall contain sufficient information as to the dispute(s)/ difference(s)/issue(s) to enable the other Party to be fully informed as to the nature of the dispute(s)/ difference(s)/issue(s), as well as the amount of monetary claim.
- b. That in the event of reference of dispute for Conciliation, a committee comprising of two members, nominated by each party i.e. the Bidder and BECIL respectively shall try to amicably resolve/settle the dispute.

19.2 Reference of Dispute to Arbitration proceeding post conciliation

- a) In the event of failure in mutual resolution of the issue, any dispute(s)/ controversy(s)/ issue(s) arising out of or in connection with the contract, including any question regarding its existence or validity shall be referred to and finally resolved by Arbitration administered by the Delhi International Act.
- b) The Aggrieved party wishing to refer a dispute to Arbitration shall give a notice to the Defaulting Party specifying all the points of dispute(s) with details of corresponding the claim amount.
- c) The Arbitration Proceeding shall commence within a span of **thirty days** from the date of receipt of Invocation Notice complete in all respects as mentioned above.

- d) The dispute(s)/ difference(s)/controversy(s) shall be adjudicated by a single/sole Arbitrator empanelled with the Delhi International Arbitration Centre.
- e) The seat of Arbitrations shall be at New Delhi and the Arbitration proceeding shall be conducted in English.
- f) The award of Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by both the parties.
- g) The provision of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time shall apply to the Arbitration proceedings under this Contract.
- h) That any claim of damage(s) or losse(s) incurred by BECIL as a consequence of the invocation of the litigation/arbitration proceeding owing to the suspension, abandonment or non-performance of work by the Bidder/Agency shall be reimbursed by the Bidder/Agency.

20.JURISDICTION

This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the laws of India. The Courts at Delhi shall have the exclusive jurisdiction to entertain any matter arising out of or in relation to this Contract.

21.FORCE MAJEURE

21.1 For the purpose of this Contract, the term “Force Majeure” shall mean an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance ,and which makes a Party’s performance of its obligations hereunder impossible or impractical as reasonable to be considered impossible in the circumstance, inclusive of but not limited to war, riots, civil disorder, earthquake, fire, strikes, lockouts or other industrial action (except where such strikes lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent) , confiscation or nay other action by the Government Agencies.

21.2 Force Majeure shall not include (i) any event which is the caused by the negligence or intentional action of a Party or by of such Party’s agents or employees, nor (ii) any event which a diligent party could reasonably have been expected both to take into account at the time of the acceptance of the work order under this RFP, and avoid or overcome with persistent effort in carrying out its respective obligations.

21.3 In the case of failure to perform this Agreement due to any force majeure, neither party shall be liable for such failure, nor shall this Agreement be terminated automatically, if the persistence of such force majeure event continues for more than three months. In the case of failure to perform any part of this Agreement due to any force majeure, the party suffering from such force majeure may be exempted from corresponding liability to the extent of the impact of such force majeure. However, such party shall continue to perform other obligations under this Agreement which have not been affected by such force majeure.

22.SUBCONTRACTING

The Bidder shall not subcontract the entire or any portion of the work to be performed by it.

23.EXTENSION OF TIME

23.1 It is hereby agreed that BECIL shall by mutual agreement update and extend the timeline/ milestone in the event of a reasonable/ legitimate request from the Bidder.

23.2 Any period within which the Bidder is unable to complete the work or perform its obligations due to persistence of force majeure event, shall be extended for a period equal to the time during which the Bidder was unable to perform such action.

23.3 Any extension of time agreed upon mutually shall be documented in writing and signed by both the parties to be affected.

24.TRANSFER AND SUB-LETTING:

Transfer and sub-letting is not allowed.

25.ASSIGNMENT:

25.1 All terms and provisions of this RFP and subsequent Contract/ Agreement / work order with the successful Bidder shall be binding on both the parties and their respective successors and permitted assigns.

25.2 Subject to clause mentioned above, the selected Agency shall not be permitted to assign its rights and obligations, under the Contract/ Agreement / work order, to any third party.

25.3 BECIL may assign or novate all or any part of the Contract/ Agreement / work order and the Agency shall be a party to such novation, to any third party contracted to provide outsourced services to BECIL or any of its nominees.

26.COMPLIANCE WITH APPLICABLE LAW:

Each Party to the Contract/ Agreement / work order accepts that its individual conduct shall (to the extent applicable to it) always comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken. In case of changes in such laws, rules and regulations which result in a change to the Services, shall be dealt with as an exceptional situation with the objective to realign the part getting violated under the revised laws with minimal changes to achieve the objective existent prior to the change. For avoidance of doubt, the obligations of the Parties to the Contract are subject to their respective compliance with all local, state, national, supra-national, foreign and international laws and regulations.

27.SEVERABILITY:

If any provision of the Contract/ Agreement / work order, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable; the illegality, invalidity or un-enforceability of such provision or part provision shall not affect the other provisions of the Contract/ Agreement / work order or the remainder of the provisions in question which shall remain in full force and effect. The concerned Parties shall negotiate in good faith to agree to substitute for any illegal, invalid or unenforceable provision with a valid and enforceable provision which achieves to the greatest extent possible the economic, social, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.

28.ENTIRE CONTRACT:

The Contract/ Agreement / work order with all Appendices and Schedules appended thereto, contents and scope/ specifications of the RFP, all the corrigendum's, response to queries etc. that may be issued against this RFP and the Bidder's offer including presentation and all supporting documents shall constitute the entire Contract/ Agreement / work order between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this clause shall be interpreted so as to exclude any liability in respect of fraudulent misrepresentation.

29.LIQUIDATED DAMAGES

- 29.1 If the Bidder fails to achieve the completion of the work in accordance with the scheduled completion date as given in the Contract or the subsequent Work Order issued thereto, BECIL may without prejudice to any other right or remedy available to it as under the Contract or Law:
- 29.2 Recover from the Bidder liquidated damages equivalent to a sum of **0.5% of the value of the undelivered goods/services** for each week of delay beyond the scheduled date of completion or delivery or such liquidated damage, subject to a **maximum of 10% of the contract value or such liquidated damages**, (due to the failure of the Bidder to meet the contractual obligations)
- 29.3 The amount towards Liquidated Damages shall become leviable from the scheduled completion date or from the expiry of the extension, if any, given by BECIL without the levy of Liquidated damages.
- 29.4 BECIL may without prejudice to its right to effect recovery by any other method, deduct the amount of Liquidated Damages from any money belonging to the Bidder which has become due or payable (which shall also include BECIL 's right to claim such amount against Bidder's Bank Guarantee)
- 29.5 Any such recovery of Liquidated Damages shall not in any way relieve the Bidder from any of its obligations to complete the works or from any other of its other obligation and liabilities under the Contract.

30. POWER OF ATTORNEY

Duly filled Technical Bid with proper seal and signature of authorized person on each page of the bid submitted. The person signing the bid should be the duly authorized representative of the firm/ company whose signature should be verified and certificate of authority should be submitted. The power of attorney or authorization or any other document consisting of adequate proof of the ability of the signatory to bind the firm/ company should be annexed to the bid.

31. CONSORTIUM AND OUTSOURCING:

Consortium /Joint ventures are not allowed.

Outsourcing of the project to any other Agency/its empaneled agency is not allowed. In case of violation of this condition, the contract will be terminated, PBG will be forfeited, and necessary legal actions will be initiated, as deemed fit, against the defaulting vendor.

32. LABOR LAWS COMPLIANCE

The Contractor shall comply with all applicable labour laws, rules, and regulations as prescribed under national, state, and local legislation.

The Contractor shall ensure:

- a) No laborer shall be minor in age and laborers deployed in work/supply shall be paid wages notified under minimum wage at from time to time by central government/state government/union territory which is higher.
- b) Timely payment of wages to all workers and submission of proof to the authority.
- c) A safe and healthy working environment is maintained at the site.
- d) Proper records and registers are maintained as per statutory requirements.

BECIL reserve the right to inspect records and/or site conditions at any time to ensure full compliance. Non-compliance may lead to penalties, termination of contract, or other legal action as deemed appropriate.

33. SKILLED MANPOWER WITH HIGH RISK INSURANCE

- a) Only skilled persons will be allowed to carry out the work without any damage. Any type of damages will be recovered from the contractor. The laborers shall be made well conversant with the work.
- b) All the laborers/workers shall be group insured (High Risk) for any accident during work by the contractor at firm's cost. A copy of the insurance cover shall be submitted to the department. All the liabilities in respect of employment deployment, any loss/loss of life/damage during work shall be the sole responsibility of the contractor and no extra payment shall be made on any account.
- c) **The work shall be supervised by a qualified Technical person.**

34.SAFETY COMPLIANCE

The Contractor shall be solely responsible for ensuring the safety of all personnel, including its employees, subcontractors, and agents, involved in work performed on or near high towers. Without limiting the generality of the foregoing, the Contractor shall implement and strictly adhere to the following safety measures and requirements:

1. **Compliance with Regulations:** The Contractor shall comply with all applicable local, state, and national safety laws, regulations, codes, and standards pertaining to work at height, including but not limited to regulations concerning fall protection, scaffolding, ladders, lifting equipment, and electrical safety.
2. **Risk Assessment and Safety Plan:** Prior to commencing any work on high towers, the Contractor shall conduct a comprehensive risk assessment to identify all potential hazards associated with the work. Based on this assessment, the Contractor shall develop a detailed site-specific safety plan. This plan shall outline the specific safety procedures, equipment, and precautions to be implemented to mitigate identified risks. The Contractor shall ensure that all personnel involved in the work are thoroughly briefed on and understand the safety plan.
3. **Fall Protection:** The Contractor shall provide and ensure the proper use of appropriate fall protection systems for all personnel working at heights of six (6) feet or more above a lower level. This includes, but is not limited to, the provision and mandatory use of personal fall arrest systems (PFAS), safety harnesses, lanyards, anchor points, safety nets, guardrails, and other fall prevention measures as deemed necessary by the risk assessment and applicable regulations. All fall protection equipment shall be inspected regularly by a competent person in accordance with manufacturer's instructions and applicable standards.
4. **Competent Personnel:** All personnel involved in work on high towers, including those erecting, dismantling, inspecting, or using scaffolding, operating lifting equipment, or performing any other high-risk activities, shall be competent and adequately trained for the specific tasks assigned to them.
5. **Safe Access and Egress:** The Contractor shall establish and maintain safe means of access to and egress from all work areas on high towers. This includes the provision of safe and stable ladders, scaffolding erected and inspected by competent personnel, personnel hoists, or other approved methods.
6. **Weather Conditions:** The Contractor shall monitor weather conditions and shall cease work on high towers if conditions such as high winds, lightning, heavy rain, or other adverse weather pose a safety risk to personnel. Work shall only resume when weather conditions are deemed safe by a competent person.
7. **Emergency Procedures:** The Contractor shall develop and implement comprehensive emergency procedures to address potential incidents such as falls, injuries, or equipment malfunctions. These procedures shall include provisions for prompt rescue, first aid, and communication. Emergency contact information and evacuation plans shall be readily available at the worksite.
8. **Inspections and Audits:** The Contractor shall conduct regular inspections of all safety equipment and procedures to ensure ongoing compliance with the safety plan and applicable regulations.
9. **Indemnification:** The Contractor shall indemnify and hold harmless the Client from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any failure by the Contractor or its personnel, subcontractors, or agents to comply with the safety requirements set forth in this clause.

The Contractor acknowledges that ensuring the safety of workers on high towers is of paramount importance and agrees to take all necessary precautions and implement best practices to prevent accidents and injuries.

35. PAYMENT TERMS :

The payment shall be done in INR and the prices are FOR delivery and Project Execution at respective site.

- (i) No advance payment is applicable. Contractor can raise the invoice on completion of work and submit the same for the payment.
- (ii) 100% payment will be released within 30 working days on submission of Invoice duly verified by BECIL respective site In-charge deputed at site. The GST payment shall be released subject to clause 35. (iii).
- (iii) GST amount would be on hold and released against submission of undertaking regarding payment of GST/ Filing of GST Return as per copy of challan tax deposit slip and copy of GSTR3B.
- (iv) The MSME Clause of payment terms of the agreement.
 - a. The (day) date of delivery of goods and/or rendering of services by [vendor] shall be the date of realization of payment from the [customer] once the goods and/or services are accepted by [customer]
 - b. If in the instant contract, [vendor] is acting only as trader / reseller / distributor/authorized agents and/or is engaged in a WORKS contract, no benefits under MSME Act 2006 and PPP Policy 2012 as per MSE Guidelines issued by Ministry of MSME would be applicable to it on account of acceptance of back to back payment terms as above. By agreeing to the terms of [customer's] Tender, the [vendor] agrees to forgo its rights under this Act and Policy.

36. INVOICING:

The Invoice shall be in the name of:

Broadcast Engineering Consultants India Ltd., 14-B, I. P. Estate, Ring Road,
New Delhi-110002

For:

BECIL GSTIN (to be mentioned in the invoice): 07AAACB2575L1ZK

SECTION-V- EVALUATION CRITERIA

1. Selection Procedure:

- i.** The Purchaser will constitute a Bid Evaluation Committee to evaluate the responses of the Bidders.
- ii.** The Bid Evaluation Committee constituted by the BECIL shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability of a Bidder to submit requisite supporting documents / documentary evidence within a reasonable time provided to it, may lead to Proposal being declared non-responsive.
- iii.** The decision of the Bid Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Bid Evaluation Committee.
- iv.** The Bid Evaluation Committee may ask for additional documents/meetings with the Bidders to seek clarifications on their proposals.
- v.** The Bid Evaluation Committee reserves the right to reject any or all Proposals based on any deviations contained in them.
- vi.** Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- vii.** The Bidders who qualifies the Technical Evaluation will be selected further for Financial Evaluation.

2. The Bidder will be selected as per the following process:

- i.** The Bidder satisfying the eligibility criteria will be shortlisted and will be selected with BECIL after due scrutiny of documents submitted by the bidder. BECIL may, at its sole discretion, decide to seek more information from the Bidders. The clarification shall be given in writing immediately.
- ii.** The Evaluation committee constituted for the purpose, may waive any informality or non- conformity or irregularity in an application which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. All the decisions of the Evaluation Committee would be final and binding upon the Bidders.
- iii.** BECIL decision in respect of evaluation methodology and short listing of Bidders will be final and no communications, whatsoever in this respect, shall be entertained.
- iv.** BECIL may add/remove any relevant criteria for evaluating the proposals received in response to this RFP at the sole discretion of BECIL. If the Work Order with the Selected Bidder is terminated for any reason before the completion period, BECIL reserves the right to offer the Work Order for the remaining time to the L2 bidder. This will be done by issuing a Notification of Award, provided that the L2 bidder agrees to perform the services at the L1 rate. If the L2 bidder declines to match the L1 rate, BECIL will extend the same offer to the L3 bidder, and so forth. Should none of the shortlisted bidders agree to match the L1 rate, BECIL will proceed to invite fresh bids.

3. Notification of Selection:

- i. BECIL shall notify the successful Bidder in writing by registered letter or by email that its application has been accepted. The Bidder shall acknowledge in writing, receipt of the notification of selection and shall send his acceptance within seven (7) days of receiving the notification.
- ii. Failure to abide by this, may lead to termination of the selection.
- iii. Bidder is expected to examine all instructions, terms, specifications, and other information in the bidding documents. Failure to furnish all information required by the bidding document or to submit a bid not substantially responsive to the bidding documents in every respect will be at bidder's risk and may result in the rejection of Bid.
- iv. Bidder should attach necessary supporting documents (self-attested copies) as proof in respect of each of the eligibility criteria mentioned in this RFP document.

4. Online Bid Submission:

1. The bidder shall submit the bid online through CPP Portal only.
2. To view Tender Notice, Detailed Time Schedule, RFP Document and its supporting documents, Corrigendum, kindly visit CPP portal/ BECIL website.
3. The bids submitted, shall comprise of the following two steps through CPP portal. Offline mode bid submission is not allowed:

- a) A Two steps/ cover system shall be followed for the bid:

Step A: Technical bid.

Step B: Commercial Bid

- b) The Bid shall include the following documents:

Table: Documents Required

| Sl. No | Document Type | Document Format | Online Submission |
|---|----------------|--|-------------------|
| EMD and Eligibility Details- Step -A | | | |
| 1 | Technical Bid | The Technical Proposal shall be prepared in accordance with the requirements and scope of works specified in this RFP and in the formats/Annexures prescribed. | Yes |
| Commercial Bid – Step -B | | | |
| 2 | Commercial Bid | The Commercial Bid shall be prepared in accordance with the requirements Specified in this RFP and in the format/ Annexures prescribed. | Yes |

- c) The bidder should ensure that all the required documents, as mentioned in this RFP/ bidding document, are submitted along with the bid and in the prescribed format/ Annexures only.

- d) Non-submission of the required documents or submission of the documents in a different format may lead to the rejections of the bid proposal submitted by the bidder.
- e) It shall be the sole responsibility of the bidder to ensure that all the documents required for the Technical Evaluation of the bid are uploaded on the portal well within time and BECIL shall not entertain any representation from any bidder, who fails to upload the requisite documents within the stipulated time and date on account of any technical issues related to low internet connectivity, size of the files to be uploaded etc. Therefore, the bidders are notified that they must read the instructions / information given on the homepage of the e-tender portal and must understand all the nuances of technology in advance.
- f) BECIL will not accept delivery of proposal and any other supporting documents, in any manner other than that specified in this RFP. Any proposal delivered in any other manner shall be treated as defective, invalid and rejected. Under no circumstances, any physical documents will be accepted after the submission of bid.
- g) It is required that all the Bids submitted in response to this RFP should be unconditional in all respects, failing which BECIL reserves the right to reject the Bid.
- h) It shall be the responsibility of the bidder to re-check that each page of the requisite document uploaded as a part of the bid is stamped and duly signed by an authorized signatory.

Bid documents must be direct, concise, and complete. BECIL will evaluate bidder's proposal based on its clarity and the directness of its response to the requirements of the project as outlined in this RFP. Bidders shall furnish the required information on their technical and commercial proposals in the enclosed/recommended formats only.

Bidders are advised to refer to the CPP Portal for instructions (on usage and prerequisites), registration on the Portal and online bid submission on the CPP Portal after bid preparation as per the RFP document/ requirements. Any deviations in format would result in bid rejection.

5. Correction of Error:

Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the bid submission and/or receipt of commercial proposals by BECIL. All corrections, if any, should be initialed by the person signing the proposal form before submission, failing which the figures for such items may not be considered and/or the financial proposal may be rejected on grounds of incomplete or erroneous proposal.

Arithmetic errors in proposals will be corrected as follows:

- a) In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding.
- b) In case of ambiguities between the quoted (by bidder) unit prices/ values and any derived/calculated values, unit prices/values shall prevail, and all derived values shall be recalculated using the quoted unit prices furnished in the RFP.

6. Bid Submission Instructions

Disqualification:

- a. The proposal is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP.
- b. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
- c. During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices.
- d. Proposal is received in incomplete form.
- e. If the bidder provides quotation only for a part of the project.
- f. Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly, or otherwise, at any time during the processing of the Work Order (no matter at what stage) or during the tenure of the
- g. Work Order including the extension period if any/Commercial proposal is enclosed within the same envelope as technical proposal.
- h. The bidder tries to influence the proposal evaluation process by unlawful/ corrupt/ fraudulent means at any point of time during the bid process.
- i. In case any one bidder submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/ bidders are withdrawn upon notice immediately.
- j. Bidder fails to deposit the Performance Bank Guarantee (PBG) or fails to enter a contract within 15 working days of the date of work order or within such extended period, as may be specified by BECIL. Bidders may specifically note that while evaluating the proposals, if it comes to BECIL's knowledge expressly or implied, that some bidders may have colluded in any manner, whatsoever, or otherwise joined to form an alliance then the bidders so involved are liable to be disqualified for this RFP as well as for a further period of one years from participation in any of the tenders floated by BECIL.
- k. The bid document(s) and technical proposal including entire documentation (pdf format) should not contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid.
- l. Conditional bids will be disqualified.

7. Additional Terms & Conditions, Roles and Responsibilities for Bidders

- a) Bid will not be accepted after the date and time fixed for receipt as is set in notification or subsequent extensions if any.
- b) Relevant documents in proof should be enclosed wherever required.
- c) Firm should have GST, Income Tax registrations, PAN, registration (furnish proof).
- d) BECIL has sole right to accept or reject any bids. If required BECIL may reject all Bids received without assigning any reason.
- e) In case of dispute in the tender with the bidder, decision of CMD, BECIL will be binding on all.
- f) The bid inviting authority may, at its discretion, extend the last date for submission of bid, in which case, all rights and obligations of the RFP authority and the bidders, subjected to the previous last date, will thereafter be subject to such extended last date.
- g) The date and time for opening bids will be as per the timelines specified in RFP. Bidders shall watch CPP portal learn about the addenda and corrigenda Issued to this RFP.
- h) Each page of the RFP shall be signed and stamped by the authorized representative of the Bidder and shall be submitted along with the Technical Bid.
- i) Signed stamped (authorized person) RFP along with necessary supporting documents, duly filled signed stamped and undertakings shall be uploaded over CPP portal.

SECTION VI-TECHNICAL SPECIFICATION AND SCOPE OF WORK

1. SPECIFICATIONS FOR REPAINTING OF SELF-SUPPORTED TOWER FOR REPAINTING OF TOWER

The work is for repainting of 55 Mtr self-supported FM steel tower located at Dehradun. The tower shall be painted in alternate bands of international orange and white terminating with orange at the top and bottom as per Civil Aviation Regulations.

The correct shade for international orange corresponds to 592-International Orange as given in Indian Standard Institution Publication, Indian Standard Colors for ready mixed Paints IS-1961(Revised)

- (a) No covered or enclosed accommodation is available at site for storage of materials or for contractor's staff. The contractor shall, therefore make his own temporary arrangements for such accommodation.
- (b) All the tools and materials like painting brushes, wire brushes, emery sheets, sand papers etc. for scraping cleaning, painting etc. for the work shall be provided by the contractor and the tools shall not be loosely carried but in a bag.
- (c) The contractor shall maintain detailed records of the progress of work, including check coordinates and inspections conducted at various stages of execution, along with the completion certificate. These records, duly certified by the Site Engineer, shall be submitted to this office upon completion of the work.
- (d) The daily time schedule for repainting the Tower will have to be co-ordinated with BECIL/AIR authorities. The specific concurrence of the authorities should be taken before starting the work every time.

The painting shall be done in the following manner

- (a) **Preparation of surfaces:** All dust, dirt, grease, and scale, if any should be thoroughly removed. Degreasing is an essential preliminary. For removing dirt & grease, solution of soap or other detergent should be used. After the dirt has been removed the work should be thoroughly rinsed off with plenty of water.
- (b) **Pre-treatment:** After degreasing and cleaning when work is absolutely dry, the surface is to be prepared for receiving the paint by removing the existing paint. Suitable measures are to be taken for removing existing paint.
- (c) **Primer under coat (02 Nos):** After the above, when Tower elements are dry a coat of zinc chromate shall be applied. The primer coat shall be allowed to dry for a minimum period of 24 hrs before application of next coat.

(d) Final coat of paint (02 Nos): The finishing coats of high quality exterior glossy paint shall be applied. The first coat shall be allowed to dry for at least 24 hrs before the second coat is applied.

The Band should be perpendicular to longest dimension and have width of approximately 1/7 of the longest dimension for the Tower of height upto 210 Mtr.

(e) Paints and accessories: All coats shall be of compatible with one another, shall be supplied by the same manufacturer and shall be applied in accordance with the manufacturer's recommendations. The primer, paint and thinner used shall conform to under mentioned specifications.

- IS: 2074-1962- Ready mixed paint, red oxide, zinc chromate primer
- IS: 2932-1964- Enamel synthetic exterior Type I
- IS: 1745-1961- Petroleum Hydrocarbon solvents (Thinner)

(f) The Paint and primer shall be of reputed brand such as Asian Paints, Nerolac, Berger paints. Paints in packed and in sealed condition should be got inspected from Site Engineer and inspection certificate should be submitted along with the bill.

Precautions

1. No chemicals of any kind are to be used for removal of dirt, grease, scales etc.
2. Surface has to be perfectly dry.
3. No dryers like litharge or turpentine are to be use. The practice of mixing kerosene oil with paint is strictly prohibited.
4. Painting should not be done either in very cold weather (temperature less than dew point) or in unusually high humidity conditions.
5. The painting should be done carefully so that all the corners and cervices of the Tower receive the paint evenly. The paint should be even and uniformly applied. The Tower shall be painted in alternate bands of international/Deep orange and white as per existing pattern.

IMPORTANT

1. The contractor shall maintain a record of progress of work, check examined at various stages of execution and certificates obtained. These records should be duly certified by the BECIL Site representative of that site, shall be handed over to the office after completion of the work.

Contractor should maintain the painting work progress in below given format:

| Sr. No | WORK DESCRIPTION | DATE OF START | DATE OF COMPLETION | REMARKS BY BECIL |
|--------|------------------------|---------------|--------------------|------------------|
| 01 | Preparation of surface | | | |
| 02 | Pre treatment | | | |
| 03 | Primer | | | |
| 04 | Foundation work | | | |
| 05 | Final coat of paint | | | |

2. Scope of Work :

| Sr. No | Description of work | Location of Tower | Height of Tower | Completion Period |
|--------|---|-------------------|-----------------|-------------------|
| 1 | Painting of steel tower including Tower leg foundation which includes supply of paints, preparation of tower surface and painting of tower as per the given specifications. | Dehradun | 55 Mtr | 60 days |
| 2 | Proper finishing of the tower foundation, including minor plaster work and touch-up. Painting of Tower Foundation with primer and water-resistant paint. | | | |

3. Bill of Quantities (BOQ)

| Site Name – Dehradun Height of Antenna – 55 Mtr | | | |
|--|---|------|------|
| S. No. | Description of Work | Qty. | Unit |
| 1 | Preparation of Surface | 01 | Job |
| 2 | Pre-treatment | 01 | Job |
| 3 | Primer | 02 | Coat |
| 4 | Final Paint | 02 | Coat |
| 5 | Proper finishing of the tower foundation, including minor plaster work and touch-up. Painting of Tower Foundation with primer and water-resistant paint.. Painting of Tower Foundation with primer and water-resistant paint. | 02 | Coat |
| 6 | Any Other Work(Specify) | 01 | Job |

. IMPORTANT NOTE:

(a) Type of Painting: **Brush Painting**

(b) Make of Paint/Primer similar to: **Asian/Berger/Nerolac**

(c) **The work shall be supervised by a qualified Technical person**

4. PRICE BID FORMAT

| Tender Inviting Authority: Broadcast Engineering Consultants India Limited (BECIL) | | | | | | | | | |
|---|------------------------|----------|-------|---|-------------------|------------------------------------|----------------------|-----------------|-------------------------------|
| Name of Work: Painting of 55 Mtrs Self-supporting FM Tower located at Dehradun | | | | | | | | | |
| Contract No: BECIL/Tower Painting / CTI Dehradun/2025 dated 19/05/2025 | | | | | | | | | |
| Name of the Bidder/ Bidding Firm / Company : | | | | | | | | | |
| <u>PRICE SCHEDULE</u> | | | | | | | | | |
| Sl. No. | Item Description | Quantity | Units | BASIC RATE In Figures To be entered by the Bidder Rs. P | Make and model | Total price Without taxes | Any Taxes in % | Taxes Amount | TOTAL AMOUNT With Taxes |
| 1 | Preparation of Surface | 01 | Job | | | 0.00 | | 0.00 | 0.00 |
| 2 | Pre-treatment | 01 | Job | | | 0.00 | | 0.00 | 0.00 |
| 3 | Primer | 02 | Coat | | | 0.00 | | 0.00 | 0.00 |
| 4 | Final Paint | 02 | Coat | | | 0.00 | | 0.00 | 0.00 |

| | | | | | | | | | |
|-----------------------------------|---|----|------|--|--|------|--|------|------|
| 5 | Proper finishing of the tower foundation, including minor plaster work and touch-up. Painting of Tower Foundation with primer and water-resistant paint.. Painting of Tower Foundation with primer and water-resistant paint. | 02 | Coat | | | 0.00 | | 0.00 | 0.00 |
| 6 | Any Other Work(Specify) | 01 | Job | | | 0.00 | | 0.00 | 0.00 |
| Total in Figures | | | | | | | | | 0.00 |
| Quoted Rate in Words (INR) | | | | | | | | | |

SECTION-VII: ANNEXURES

ANNEXURE-I: Technical Qualification Proposal Submission Form

<To be submitted in company's letterhead>

To,
The Deputy General Manager
Broadcast Engineering Consultants India Limited (BECIL)
C-56/ A-17, Sector-62, Noida-201301, U.P. Ph.: 0120-417785

Subject: Technical Qualification proposal form **“Painting of 55 Mtr Self-supporting FM Tower located at Dehradun”**.

Dear Sir,

With reference to your RFP Document no. BECIL/Tower Painting / CTI Dehradun/2025 dated 19/05/2025. I/we, the undersigned, having Aforementioned all relevant documents and understood their contents, hereby submit our offer to provide services for **“Painting of 55 Mtr Self-supporting FM Tower located at Dehradun”**.

We are hereby submitting our proposal, which includes this Technical Proposal and Commercial Proposal as mentioned in the above RFP. This submitted proposal is unconditional.

I/We hereby declare that all the information and statements made in this Proposal and in the Annexures are true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals and accept that any misinterpretation contained in it may lead to our disqualification. I/We shall make available to the BECIL any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

I/We declare that I/We have examined and have no reservations to the RFP Documents, including any Addendum/Clarification issued by the BECIL and I/We do not have any conflict of interest in accordance with RFP Document.

I/We undertake, if our Proposal is accepted and we have been engaged for providing the services to BECIL, we shall abide by the conditions of the RFP and subsequent corrigendum/addendum and service Contract.

I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the agency, without incurring any liability to the Bidders in accordance with clauses of the RFP document. I/We understand that you have right to reject our application without assigning any reason or otherwise. I/we hereby waive our right to challenge the same on any account whatsoever.

I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right if proposal is not opened or rejected.

I/We agree to keep this offer valid for 180 days after opening of Technical bids specified in the RFP.

An Undertaking signed by the Competent Authority in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith.

The Financial Proposal is being submitted separately as specified in RFP. This Technical Proposal and Financial Proposal shall constitute the Application which shall be binding on us.

I/We certify that that M/s<(.....)> has not been banned from carrying out services either with the any state government / Government of India or the Ministry of Electronics & IT, or the BECIL as on date. I/We also undertake that a similar ban imposed before the award of the Work Order under this RFP shall disqualify the Agency from being considered and all claims arising out of this RFP, other than the refund of the bid security, shall stand forfeited.

I/We certify that M/s<(.....)> is a Single Bidder in response to your RFP for Providing **“Painting of 55 Mtr Self-supporting FM Tower located at Dehradun”** to BECIL.

I/We agree and undertake to abide by all the terms and conditions of the RFP Document. I/we hereby unconditionally accept the RFP conditions of BECIL’s RFP documents in its entirety for the above work.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory

Name of Agency:

Address Date:

Seal / Stamp of Bidder:

ANNEXURE-II : Technical Qualification (Bidders Information)*<To be submitted in Agency's letterhead>*

| # | Particulars | Bidders Information | |
|---|--|--|-----------------|
| 1 | Name of Bidder /Agency | | |
| 2 | Name of the Managing Director/CEO/Partnership/proprietorship of the Agency | | |
| 3 | Type of Agency | | |
| 4 | Full address of the Registered and Branch Offices | | |
| 5 | Year of establishment of firm | | |
| 6 | GST Registration No. | | |
| 7 | PAN | | |
| 8 | Financial Information of the bidder company | Financial Year | Annual Turnover |
| | | FY 2023-2024 | |
| | | FY 2022-2023 | |
| | | FY 2021-2022 | |
| | | Total Annual turnover in last three financial years (in INR) | |
| | | Average Annual turnover for last three financial years (INR) | |
| | | Net worth of the company for the FY 21-22, 22-23 & 23-24 | |
| 9 | Details of Contractor official to whom all reference shall be made regarding this RFP. | Name: | |
| | | Mobile number: | |
| | | Email ID: | |
| | | Office Address: | |

On behalf of [Bidder's name+
Authorized Signature [In full and initials]:
Name and Title of Signatory Name of Agency:
Address:
Date:
Seal / Stamp of Bidder:

ANNEXURE-III: Non-black listing Declaration

<To be submitted on Agency's Letter Head>

Declaration for Non-black listing

RFP Reference no.: BECIL/Tower Painting / CTI Dehradun/2025 Dated: 19/05/2025

We confirm that our company/agency as on date of submission of the proposal is not blacklisted or banned by any Ministry / attached offices / Subordinate offices under Government of India and in State Government, Autonomous Bodies (established by Central / State Govt.), any Central/State PSUs in India for Corrupt, fraudulent or any other unethical business practices, as on bid submission date.

Sincerely, (Signature)

(Name & Signature of Authorized Representative of company)

Duly authorized to sign the RFP Response for and on behalf of:

(Name and Address of Company) Seal/Stamp

ANNEXURE-IV : Document Checklist

| # | Supporting Documents | Compliance (Y/N) | Reference Page no./ document Name |
|----|---|------------------|-----------------------------------|
| 1 | Scan Copy of payment for Tender Fee | | |
| 2 | Scan Copy of payment of Earnest Money Deposit (EMD)/MSE certificate in the relevant field. | | |
| 3 | Technical Proposal submission form/Covering letter as per Annex-I | | |
| 4 | Technical Qualification Bidders Information as per Annex-II | | |
| 5 | Copy of Certificate of Company Registration / Incorporation & ISO Certificates etc. | | |
| 6 | CA Certificate for Average turnover as per Annex-VII | | |
| 7 | Valid copy of GST, PAN, MSE/UDHYAM certificate (if applicable). | | |
| 8 | Documentary evidence in the form of Work Orders & Completion certificate for minimum 3 years' experience in the relevant field i.e. Maintenance, Erection, Installation, and Painting of FM towers with a minimum height of One tower of at least 55 meter Or Two towers of at least 50 meter each and above. Bidder must have Painting experience of atleast 1 tower of 50 meter and above | | |
| 9 | Declaration for Non-Blacklisting on Company's Letter Head signed by the Competent Authority as per Annex-III | | |
| 10 | Undertaking for Indemnification on Letter head | | |
| 11 | Financial Bid Covering Letter as per Annex-VI | | |
| 12 | Details of the Key Persons | | |
| 13 | Commercial bid as per the BOQ | | |
| 14 | Site Visit Certificate as per Annex-VIII | | |

ANNEXURE-V: Format for Performance Bank Guarantee

(To be stamped in accordance with stamp act. The non-judicial stamp paper should be in the name of issuing Bank)

Reference No: BECIL/Tower Painting / CTI Dehradun/2025

Date: 19/05/2025

To,
The Deputy General Manager
Broadcast Engineering Consultants India Limited (BECIL)
C-56/ A-17, Sector-62, Noida-201301, U.P. Ph.: 0120-417785

Whereas..... (name and address of the contractor) (hereinafter called "the contractor") has undertaken, in pursuance of Work Order no date..... for (description of goods and Works/ Services) (hereinafter called "the Work Order").

And whereas you have stipulated it in the said contract that the contractor shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;

And whereas we have agreed to give the contractor such a bank guarantee.

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) 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 contractor before presenting us with demand.

We further agree that no change or addition to or other modification of the terms of the Work Order to be performed thereunder or of any of the contract documents which may be made between you and the contractor 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 theday of20.....

Our.....branch at.....*(Name & Address of the.....*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our * branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....
.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of Branch

*Preferably at the headquarters of the authority competent to sanction the expenditure for the procurement of goods or at the concerned district headquarters or the state headquarters.

ANNEXURE-VI: Financial Bid Covering Letter

To,

The Deputy General Manager
Broadcast Engineering Consultants India Limited (BECIL)
C-56/ A-17, Sector-62, Noida-201301, U.P. Ph.: 0120-417785

Subject: Financial proposal form for “Painting of 55 Mtr Self-supporting FM Tower located at Dehradun”.

Tender: RFP No. BECIL/Tower Painting / CTI Dehradun/2025 Date: 19/05/2025

Sir/Madam,

I /We, the undersigned, offer to provide the service for “**Painting of 55 Mtr Self-supporting FM Tower located at Dehradun**” and our Technical and Financial Proposals. Our attached Financial Proposal is inclusive of all applicable taxes and duties.

a. Price and Validity

All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 days from the date of opening of the Technical Bid. We hereby confirm that our prices do not include any taxes and duties. We understand that the actual payment would be made as per the existing tax rates during the time of payment.

b. Unit Rates

We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

c. Tender Pricing

We further confirm that the prices stated in our bid are in accordance with your clauses in RFP/Tender document.

d. Qualifying Data

We confirm having submitted the information as required by you in your RFP. In case you require any other further information/ documentary proof in this regard before/during evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

e. Bid Price

We declare that our Bid Price is for the entire scope of the work as specified in the Section-VI. These prices are indicated Commercial Bid attached with our bid as part of the Tender. In case there is substantial difference between the components wise price approved by BECIL and the price quoted by the bidder, BECIL will have the rights to ask the bidder to realign their cost without impacting the total bid price. We hereby agree to submit our offer accordingly.

f. Performance Bank Guarantee

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the RFP document. 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, i.e., [Date]. We understand you are not bound to accept any Proposal you receive.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

Thanking you,

Authorized Signatory with Date and Seal:

Designation:

Business:

Address:

Signature:

Seal:

Date & Time:

ANNEXURE-VII: Certificate of Annual Turnover certified by CA

To,

The Deputy General Manager
Broadcast Engineering Consultants India Limited (BECIL)
C-56/ A-17, Sector-62, Noida-201301, U.P. Ph.: 0120-417785

Subject: Technical Qualification proposal form for “Painting of 55 Mtr Self-supporting FM Tower located at Dehradun”.

RFP No: BECIL/Tower Painting / CTI Dehradun/2025 Date: 19/05/2025

Sir/Madam,

I hereby declare that I have scrutinized and audited the financial statements of M/s

..... having Registered OfficeAverage Turnover Rs.

.....of the bidder M/sas on 31st March 2024 as per audited statement is as follows:

| S No. | Financial Year | Annual Turnover (INR Crore) | Net worth (INR Crore) |
|-------------------------|----------------|--------------------------------|--------------------------|
| 01 | FY 2021-2022 | | |
| 02 | FY 2022-2023 | | |
| 03 | FY 2023-2024 | | |
| Average Annual Turnover | | | |

*To be provided from latest available Audited statement

I also certify that M/s.....has not filed for insolvency in the last 3 financial year as disclosed by the records and documents produced before us and information and explanation given to us.

For

M/s
Chartered Accountants / Statutory Auditor Signature
Name of Chartered Accountant:
UDIN No:
Seal/ Stamp Date:
Place:

ANNEXURE-VIII: Site Visit Certificate

SUBJECT:- Request For Proposal (RFP) for “**Painting of 55 Mtrs Self-supporting FM Tower located at Dehradun**”.

RFP Ref No: BECIL/Tower Painting / CTI Dehradun/2025

Date: 19/05/2025

This is to certify that Sh., Designation

..... from M/s.....

..... had visited site.....on

Date in connection with Request For Proposal (RFP) for “**Painting of 55 Mtrs Self-supporting FM Tower located at Dehradun**” and understood the Complete requirements.

(Signature of BECIL Site Representative)

(Signature of Bidder’s Representative)

Name of BECIL Site representative

Broadcast Engineering Consultants India Ltd. (BECIL)

Date :

ANNEXURE-IX: Format for Compliance w.r.t. to Land Border Clause

<To be submitted on Agency's Letter Head>

Declaration

RFP Reference no.: BECIL/Tower Painting / CTI Dehradun/2025 Dated: 19/05/2025

I/We certify that this Bidder M/s is not from such a country or if from such a country has been registered with the Competent authority. I hereby certify that this bidder fulfills all requirements in this regard.

I/We certify that this Bidder is not from such a country or if from such a country has been registered with the competent authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

Authorized Signatory with Date and Seal:

Designation:

Business:

Address:

Signature:

Seal:

Date & Time:

ANNEXURE-X: BECIL MANDATE FORM



(A Govt. of India Undertaking)
MID CORPORATE BRANCH, DELHI SOUTH
D -26-28, Connaught Place, NEW DELHI -110001
Tel: +91-9137849790; Fax: 01-11 23414330 ; Swift: UBININBBNDL
Email: ubin0549797@unionbankofindia.bank

Ref.: MCB:ADV:ATL:2022-23:

Date: 18.01.2023

TO WHOMSOEVER IT MAY CONCERN

| | | |
|------|---|--|
| A | Name of the Beneficiary | BROADCAST ENGINEERING CONSULTANTS INDIA LIMITED |
| i | Address with Pin Code | BECIL Bhawan, C-56/A17, Sector -62, Noida - 201307 (U.P) |
| ii | Permanent Account Number (PAN) | AAACB2575L |
| iii | (a) Telephone No. | 0120-4177861 |
| | (b) Fax Number | 0120-4177879 |
| | (c) Contact Person | Sh. Awadhesh Pandit General Manager - (Finance and Accounts) |
| | (d) E-mail Address | panditmd@becil.com |
| | (e) Mobile No. | +91-8130918866 |
| B | Bank Particulars | |
| i | Bank Name | UNION BANK OF INDIA |
| ii | Bank Contact No | +91-9137849790 |
| iii | Branch Address with Pin Code | 26/28, 1 st Floor, D Block, Connaught Place, New Delhi, 110001. |
| iv | BSR Code | 549797 |
| v | MICR | 110026046 |
| vi | SWIFT CODE | UBININBBNDL |
| Vii | 11 Character IFSC Code of the Bank (Either enclosed a cancelled Cheque or obtain Bank Certificate as appended) | UBIN0549797 |
| Viii | Bank Account Number as appearing on the Cheque Book | 565101000065461 |
| ix | Bank Account Type | Overdraft |
| X | If other, Specify | -- |

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

Bank Stamp with Authorized Signatory

Date 20-01-2023

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