

EXPRESSION OF INTEREST

FOR

SELECTION OF BACKEND TECHNOLOGY PARTNER/CONSORTIUM PARTNER

FOR

EXECUTION IN TENDER

FOR

**“DESIGN, SUPPLY, ERECTION, TESTING AND COMMISSIONING (DSETC) OF
75 M SELF SUPPORTING LATTICE STEEL TOWER INCLUDING PROVISIONS
OF MOUNTINGS FOR INSTALLATION OF VHF FM ANTENNA ETC. FOR
AKASHVANI FM STATION AT CHINTAPALLI, ANDHRA PRADESH”**

EOI Ref No. BECIL/DGM/AIR CHINTAPALLI/75Mtr Tower/2025-26 Dated: 12-09-2025

Issued By

(Shri Rajender Singh, Manager)

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

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

TABLE OF CONTENTS

S No.	Description	Page No.
1.	<u>SECTION-I: INTRODUCTION AND BRIEF DESCRIPTION</u>	04 to 08
2.	<u>SECTION-II: IMPORTANT DATES (SCHEDULE AND CRITICAL)</u>	09 to 14
3.	<u>SECTION-III: EOI NOTICE & GENERAL TERMS AND CONDITION</u>	15 to 30
4.	<u>SECTION-IV: SPECIAL TERMS AND CONDITIONS</u>	31 to 34
5.	<u>SECTION-V: SCOPE OF WORK AND SPECIFICATIONS</u>	35 to 36
6.	<u>SECTION-VI: ELIGIBILITY CRITERIA AND EVALUATION</u>	37 to 42
7.	<u>SECTION-VII: ENCLOSURES AND ANNEXURES</u>	43 to 43
8.	<u>ANNEXURE A: PRE-CONTRACT INTEGRITY PACT</u>	43 to 47
9.	<u>ANNEXURE B: BECIL'S BANK MANDATE</u>	48 to 48
10.	<u>ANNEXURE C: PARTICULARS OF THE BIDDER</u>	49 to 49
11.	<u>ANNEXURE D: ANNUAL TURNOVER AND NET WORTH</u>	50 to 50
12.	<u>ANNEXURE E: PROFORMA OF LETTER OF UNDERTAKING FOR BID VALIDITY</u>	51 to 51
13.	<u>ANNEXURE F: BID COVERING LETTER</u>	52 to 52
14.	<u>ANNEXURE G: CREDENTIALS SUMMARY</u>	53 to 53
15.	<u>ANNEXURE H: SELF-DECLARATION FOR NON-BLACKLISTING</u>	54 to 54
16.	<u>ANNEXURE I: UNDERTAKING REGARDING PAYMENT OF GST</u>	55 to 55
17.	<u>ANNEXURE J: POWER OF ATTORNEY</u>	56 to 56
18.	<u>ANNEXURE K: PRICE / UNPRICED BID FORMAT/COMPLIANCE STATEMENT</u>	57 to 103
19.	<u>ANNEXURE L: PRE-BID AGREEMENT</u>	104 to 131
20.	<u>ANNEXURE M: LAND BORDER DECLARATION CERTIFICATE</u>	132 to 143

SECTION -I

INTRODUCTION AND BRIEF DESCRIPTION

1. ABOUT BECIL

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

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

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

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

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

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

2. INTRODUCTION OF PROJECT/TENDER

THE ADDITIONAL DIRECTOR GENERAL, ALL INDIA RADIO, AIR & DOORDARSHAN, SWAMI SIVANANDA SALAI, CHENNAI, HAS PUBLISHED TENDER NO: J-11022/24/2025-PURCHASE-ADG(E)-(SZ) DATE: 20-08-2025 FOR “DESIGN, SUPPLY, ERECTION, TESTING AND COMMISSIONING (DSETC) OF 75 M SELF SUPPORTING LATTICE STEEL TOWER INCLUDING PROVISIONS OF MOUNTINGS FOR INSTALLATION OF VHF FM ANTENNA ETC. FOR AKASHVANI FM STATION AT CHINTAPALLI, ANDHRA PRADESH”.

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

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

- 3.1 BECIL is interested to submit a competitive bid in response to the Client Tender No: J-11022/24/2025-PURCHASE-ADG(E)-(SZ) Date: 20-08-2025 for Design, Supply, Erection, Testing and Commissioning (DSETC) of 75 m Self Supporting lattice steel tower including provisions of mountings for installation of VHF FM antenna etc. for Akashvani FM station at Chintapalli, Andhra Pradesh having last date of bid submission as **24 September 2025**.
- 3.2 The intent of this EOI is to select a Back-end Technology partner of BECIL, for collaborating with BECIL for preparing a bid and participating in the above-mentioned tender. An MOU/ Agreement will be signed by BECIL with the Back-end Technology partner selected through this EOI, for preparation of bid and participation in the above-mentioned tender.
- 3.3 In case the bid submitted by BECIL against the said tender, is accepted and BECIL receives Work Order/ Agreement from/ with the Client. BECIL may issue a Work Order to the selected agency. In such a scenario, the following conditions will be applicable, which are to be fully taken into consideration by the bidders, prior submitting a response to this EOI:-
 - 3.3.1 The Back end Technology partner selected through this EOI, may be issued a work order by BECIL, for undertaking the work as per the above mentioned client's tender.
 - 3.3.2 All terms and conditions of the client's tender, and any subsequent amendments/ corrigenda thereof, will be applicable fully on back to back basis on the Back end technology partner selected through this EOI, including all important terms and conditions like EMD, PBG, SLA conditions, Liquidity Damages, and any other penalties etc.
- 3.4 Payment to the bidder will be on back to back basis only, post acceptance of the work and release of funds by the client, and as per terms and conditions of a Post Bid Agreement, which will be signed between BECIL and the successful bidder of this EOI, in case the work is awarded by the client to BECIL. The (day) date of delivery of goods and/or rendering of services by selected agency shall be the date of realization of payment from the client once the goods and/or services are accepted by client. The date of completion of the milestone / delivery of goods or services shall only be recognized for invoice and its payment

when the respective acceptance of goods or services and payment thereof is received from the Client. If in the instant contract, selected agency 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 RFP, the selected agrees to forgo its rights under this Act and Policy. All payments in the Project to the selected agency shall be on back-to-back basis only subject to receipt of corresponding payment from the client. An advance payment may be made to the selected agency, only if BECIL, receives an advance from the customer, provided the selected agency submits a **Bank guarantee (BG) of the 110% of advance amount** to BECIL in addition to the PBG.

- 3.5 **EMD/ Bid Security:** The Bid Security amounting to Rs. 3,72,000/- (Rupees Three Lakhs Seventy-Two thousand only) is to be submitted by all bidders, along with their bids, in the form of BG/ online transfer. **Exemption to MSE and Startup shall be given as per GoI guidelines.** Only MSE's bidders are eligible for exemption from EMD.(As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries are exempted from submission of EMD on the basis of submission of valid certificates. The EMD submitted is refundable and no interest will be paid. The EMD will be refunded, in case work is awarded to BECIL on the submission of Performance Bank Guarantee and in case of unsuccessful bid, immediately after the fact came to BECIL knowledge.
- 3.6 **Performance Bank Guarantee (PBG):** In case the said tender is awarded to BECIL, the PBG as applicable shall be payable by the selected bidder on back to back basis as per the terms and conditions of Client's Tender. The bidder must submit an undertaking in the bid stating that "they will provide the PBG in accordance with the timeline and the terms and conditions outlined in the client's tender.
- 3.7 The decision to engage the successful bidder as Back End Technology Partner shall be taken by the Competent Authority of BECIL and accordingly the respective agreement shall be signed.
- 3.8 Bidders are advised to go through the detailed Scope of Work and terms & condition of the tender No : J-11022/24/2025-PURCHASE-ADG(E)-(SZ) Date: 20-08-2025 to understand the requirement and challenges associated with locations prior to submitting their bids.
- 3.9 The selected agency shall not subcontract, assign, or transfer any part of its obligations, duties, or responsibilities to any third party. Any attempt to do so shall be considered a material breach, leading to immediate termination without any liability on the part of BECIL.
- 3.10 The bidder waives any rights under the Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) or any similar legislation or regulation, to the extent such rights conflict with the agreed payment terms under the

Agreement. The bidder further waives its right to claim Interest on delayed payment by the BECIL, under the Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) or any similar legislation or regulation for the time being in force in India

SECTION –II

IMPORTANT DATES (SCHEDULE AND CRITICAL DATES)

1. IMPORTANT DATES (SCHEDULE AND CRITICAL DATES)

S.N.	ACTIVITY	SCHEDULED DATE & TIME
1.	EOI Number & Date	BECIL/DGM/AIR CHINTAPALLI /75Mtr Tower /2025-26 Dated: 12-09-2025
2.	Date & Time of Issue of EOI	Date 12-09-2025 Time 15:00 Hrs
3.	Last date and Time for Submission of bids	Date 18-09-2025 Time 15:00 Hrs
4.	Place of Submission of EOI / Opening of EOI	BECIL Bhawan, C-56 / A -17, Sector - 62, Noida – 201 307,
5.	EOI Processing Fee (Non-refundable)	INR 17,700/- (incl GST) Form Fees (Proof of submission to be submitted in BID)
6.	EMD/Bid Security	INR 3,72,000/- to be submitted by all bidders, along with their bids, in the form of BG/ online transfer. Exemption to MSE and Startup shall be given as per GoI guidelines. An Undertaking to this effect to be submitted. EMD exemption please refer “Section I clause 3.5”
7.	Security Deposit/ Performance Bank Guarantee	Amount 3 % of contract /work order value (To be submitted by the successful bidder in the form of a PBG from scheduled bank, after issue of LOI)
8.	Address for Communication of bids	BECIL Bhawan, C-56 / A -17, Sector - 62, Noida – 201 307.
9.	Contact details for this EOI	Name : Rajender Singh Designation : Manager Telephone/ Mobile No : 8130190475 Email : rajender@becil.com

NOTE: Broadcast Engineering Consultants India Ltd. reserves the right to amend the EOI tentative schedule and critical dates without giving any explanation whatsoever. Corrigendum may be published in this regard on www.becil.com . Bidders are advised to check the website for updates in this regard.

2. EOI NOTICE

- 2.1 Broadcast Engineering Consultants India Limited (BECIL) invites Expression of Interest (EOI), through offline mode, for selection of an Implementation Agency/ System Integrator / Back end Technology partner of BECIL, for collaborating with BECIL for preparing BID and Participating in the tender No **J-11022/24/2025-PURCHASE-ADG(E)-(SZ)** Date: **20-08-2025**, floated by **The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai, Chennai.(copy attached)**

2.2 **The duly signed Hard Copy of the Bid/ Techno Commercial Proposal is to be submitted in a packed and sealed envelop, in Tender Box, BECIL BHAWAN C-56/A 17 Sector 62 Noida (UP) 201307 .**

2.3 The EOI must be addressed to the given name and address:

**To,
Sh. Rajender Singh
Manager
Broadcast Engineering Consultants India Limited
C-56/A-17, Sector-62,Noida, Uttar Pradesh-201307**

2.4 The EOI must be submitted in English Only. All the documents including the supporting documents/enclosures etc. must be Calibri/Aerial/Times New Roman, font size-12 and fully legible. Supporting documents if in a language other than English must be accompanied by a English translated document. The English version shall prevail in matters of interpretation. Each and every page of the EOI should be numbered and mention the relevant page no. of the documents in the checklist. **EOI Documents which are not legible shall be rejected.**

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

2.6 In case the bidder has any doubt about the meaning of anything contained in the EOI document, she/he shall seek clarification within 1 days of issue of EOI. Except for any written clarification by **Shri Rajender Singh, Manager BECIL**, no written or oral communication, presentation or explanation by any other employee of BECIL shall be taken to bind or fetter BECIL under the contract.

2.7 Bidders shall have to submit an amount of **Rs. 15,000/- + GST** through RTGS/ NEFT to BECIL (**Bank Mandate Form Enclosed at Annexure B**) towards the cost of EOI Document and no other mode of payment is acceptable. EOI Document is also available at BECIL Office: C-56/A-17, Sector-62, Noida, Uttar Pradesh-201307. The cost of EOI document is non-refundable.

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

2.9 BECIL reserve the right to amend any term of the EOI at any point of time before the submission and bidder should regularly check the website. Further, BECIL also reserves to increase/ decrease/ delete /add any BOQ item. Further any amendment done by client during the execution of work , all the amendment will be applicable. In case of non-acceptance of such amendment, the security deposit submitted will be forfeited by BECIL.

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

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

3 SUBMISSION OF EOI

- 3.1 EOI, complete in all respects, must be submitted offline.
- 3.2 BECIL may, at its own discretion, extend the date for submission of EOI. In such a case all rights and obligations of BECIL and the Bidders shall be applicable to the extended time frame.
- 3.3 As the EOI can be submitted only up to the defined date and time, there can't be any late bids. BECIL will not be responsible for any delay in obtaining the terms and conditions of the tender. BECIL will not be responsible for postal delays. Bids received after the due date will not be opened and rejected.
- 3.4 At any time prior to the last date for receipt of EOI, BECIL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI Document by an amendment. The amendment will be notified on BECIL's website <http://www.becil.com> and should be taken into consideration by the prospective bidders while preparing their EOI.
- 3.5 The EOI must contain:
- 3.5.1 Company/bidder profile relevant to EOI.
- 3.5.2 It should also include details of past experience relevant to the "Scope of Work".
- 3.5.3 Declaration regarding acceptance of Terms and conditions of EOI.
- 3.5.4 Declaration of not been blacklisted by any of the Government agency.
- 3.5.5 Essential information such as Name & address of the agency, Business Name, E-mail id, Fax No. /Telephone No. , Authorized Signatory name, E-mail ID and contact no.
- 3.6 The Agency/ bidder/OEM/Implementation Agency shall ensure that it fulfills the eligibility criteria as desired in the EOI and other essential conditions. Compliance statement of Eligibility criteria with the documents submitted as a proof is to be prepared and submitted. The supporting documents may be with list of existing and past clients with details of services offered, details of similar projects executed.
- 3.7 The EOI should be duly signed on each page by authorized person. Each page should be properly numbered. Documents authorizing the signatory must accompany the EOI.
- 3.8 The EOI complete in all respects must be submitted with requisite information and annexure(s). The EOI should be free from ambiguity, change or interlineations. Incomplete EOI will not be considered and is liable to be rejected without making any further reference to agency/ bidder/OEM/Implementation Agency(s).
- 3.9 Bidders have to take into account any changes/amendments made in the end

client's tender/RFP through corrigendum till date of submission of bid in response of EOI.

3.10 The bidder shall be ignored, if complete information is not given there-in, or if the particulars and data (if any) asked for are not filled in properly.

3.11 Checklist of documents/information to be submitted		
	(a)	Bidder Particulars as per format.
	(b)	Certificate of Incorporation (for Company/LLP/Proprietorship)
	(c)	Memorandum & Articles of Association/Partnership deed/Proprietorship declaration
	(d)	Audited financial statements for the last 3 years i.e. FY 2021-22; 22-23; 23-24.
	(e)	ITR Acknowledgment for last 3 years i.e. FY 2021-22; 22-23; 23-24
	(f)	Undertaking to provide the PBG in accordance with the timeline and the terms and conditions outlined in the client's tender
	(g)	GST Registration Certificate
	(h)	Copy of PAN Card
	(i)	Any other relevant registration documents on registration with other appropriate authorities (ESIC, EPFO, Labour deptt etc.)
	(j)	Power of Attorney authorizing the person signing the bid for this EOI.
	(k)	Undertaking in letter head to indemnify BECIL from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.
	(l)	Undertaking in compliance to Office Memorandum No. F. No. 6/18/2019- PPD, Dated 23-07-2020, Department of Expenditure, Ministry of Finance as per Clause 10 below.
	(m)	All the requisite documents in the prescribed formats placed at Annexures to this EoI
	(n)	Pre-Contract Integrity Pact as per Annexure-A
	(o)	All the documents in support of Technical criteria like Experience Certificates, PO, proposed Makes for the solution, Solution architecture (if asked) and other documents as required.
	(p)	Declaration regarding acceptance of Terms and conditions of EOI.
	(q)	Undertaking for compliance with signing of Non-disclosure agreement as per clause 39 below.
	(r)	Undertaking for payment of EMD/ Bid Security if selected or claiming EMD exemption under startup and MSME enclosing the relevant documents such as registration certificate with MSME & Startup in similar field/ work.
	(s)	Undertaking regarding absence of Conflict of Interest as per clause 14 below

4 **OPENING OF EOI**

- 4.1 The bids submitted against this EOI shall be opened on **Date 18-09-2025 at 15:30 Hrs.** BECIL reserves the right to change the date of opening of bid.
- 4.2 Bidders who wish to attend opening of EOI may visit BECIL for the same at the designated time, with authorization in proper format on bidder's letter head.
- 4.3 The EOI Processing Fee, technical bid and financial bids are to be placed in separate sealed envelopes, super scribed with words "**EOI Processing Fee**", "**Technical Bid**" and "**Financial Bid**". All the three sealed envelopes as mentioned above are to be placed inside a single sealed envelope named as "**Response For EOI No. BECIL/DGM/AIR CHINTAPALLI/75Mtr Tower/2025-26 Dated: 12-09-2025**"
Submitted by: [Firm/Company name]
- 4.4 All bids are to remain valid for minimum of 180 days from the date of submission. BECIL reserve the right to seek the extension of bid validity.
- 4.5 BECIL reserves the right to solicit additional information from bidder/OEM/ImplementationAgency to evaluate which bid best meets the need of the Project. Additional information may include, but is not limited to, past performance records, lists of available items of works which will be done simultaneously with the project, on-site visit and evaluations by BECIL personnel, or any other pertinent information. It will be vendor's responsibility to check for updated information on website <https://www.becil.com>. BECIL reserves the right to cross verify the information directly with client.
- 4.6 BECIL reserves the right to waive off any deviations, accept the whole or part thereof or reject any or all bids and to select the bidder/OEM/Implementation Agency(s) which, in the side opinion of BECIL, best meets the project's interest. BECIL also reserves the right to negotiate with potential bidder/OEM/Implementation Agency(s) so that its best fulfill the need of project is served.
- 4.7 BECIL reserves the right to reject any and all proposals, to negotiate all terms of any agreement resulting from this EOI, and to request additional information from bidder.
- 4.8 All information contained in this EOI, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared with any other organization, including potential sub-contractors, without prior written consent of BECIL.
- 4.9 In case the Agency selected through EOI goes into liquidation or undergoes a change in business/management, it will be intimated to BECIL & the selected agency will fulfill its commitment in case order is awarded to them. In case the selected agency is not able to perform, the work under reference will be done at risk & cost of the selected agency (successful bidder). PBG as the case may be will be forfeited by BECIL

SECTION -III

EOI NOTICE & GENERAL TERMS AND CONDITION

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/Agency 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 EOI and subsequent to this EOI in relation with this tender shall become and remain the property of BECIL/procuring entity and subject to laws of copyright, 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 at **ANNEXURE-IX** shall be submitted by the Bidder 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 its's obligations hereunder

5. SIGNING OF NON-DISCLOSURE AGREEMENT

Except with the written consent of the Buyer, the bidder shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

Bidders interested to participate in this EOI, shall have to sign a NON-DISCLOSURE AGREEMENT with BECIL on a non-judicial stamp-paper of Rs. 100. Participation without undertaking for compliance to above shall be invalid and such bids shall not be considered by BECIL.

6. 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.

7. 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.

8. UNDUE INFLUENCE

- 8.1. 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 the 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.
- 8.2. 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.

9. UNLAWFUL/UNETHICAL PRACTICES

- 9.1 If the Contractor/ Bidder has engaged in corrupt, fraudulent, collusive and coercive practices or defaulted commitments under integrity.
- 9.2 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.
- 9.3 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:

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

- 10.1 Forfeiture of Bank guarantee or any other bond or bid security submitted by the Bidder.
- 10.2 Cancellation/ termination of the Contract with the liberty to recover the accrued losses/damages by the Bidder including imposition of penal damages.
- 10.3 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.

11. BLACKLISTING/ DEBARMENT

- 11.1 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.

12. RISK AND COST CLAUSE

- 12.1. 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 EOI 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.
- 12.2. Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:
- 12.3. 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.
- 12.4. Withdrawal from or abandonment of the work by Bidder before completion of the work as per contract.
- 12.5. Non completion of work/ Non-supply by the Bidder within scheduled completion/delivery period as per EOI or as extended from time to time, for the reason attributable to the Agency/ Bidder.

- 12.6.If BECIL finds that materials supplied/works carried out are not of correct quality, quantity and are not according to required specifications or are not satisfactory owing to any reason of which BECIL will be the sole judge.
- 12.7.In the event of failure , by the Successful Bidder to replace the defective item/workmanship in accordance with the timeline as enumerated under the warranty and the Guarantee clause of the Main tender
- 12.8.In the vent of failure to conduct the inspection and other quality check
- 12.9.Termination of Contract on account of any other reason (s) attributable to Agency/ Bidder
- 12.10. Assignment, transfer, subletting of Contract by the Agency/Bidder without BECIL's written permission resulting in termination of Contract or part thereof by BECIL

13. PENALTIES

- 13.1.In the event of any penalties, deductions, disincentives, or charges levied by the Client due to poor or substandard quality of work, non-compliance with service standards, or any deficiencies related to the assigned scope of work, the same shall be recovered from the Bidder.
- 13.2.The Bidder shall bear the full financial responsibility for such penalties or deductions imposed on BECIL by the Client and will not be entitled to claim any reimbursement or adjustment for the same.

14. CONFIDENTIALITY

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.
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.

15. RIGHT TO INSPECTION

- 15.1 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 and its Client. The 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.
- 15.2 That BECIL shall have the right to review and monitor the performance of the Bidders on a continuous basis system integrator shall furnish necessary particulars, statements, etc., as desired by the BECIL in a periodical manner for the purpose of assessment of their performance.

16. TERMINATIONS

16.1. 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 EOI , 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.

16.2. 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;

16.3. 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.

16.4. 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.

17. POST TERMINATION RESPONSIBILITY

- 17.1. In all cases of termination herein set forth, the obligations of BECIL to pay shall be limited to the period upto the date of termination, subject to the receipt of such payment from the Client.
- 17.2. That any pending bills raised by the Bidder, prior to or post the termination of the Contract on account of the breach of the terms and conditions of the contract, shall be put on hold, till the time , the corresponding payment is received from

the Client and any amount deducted by the Client against the bills raised by BECIL shall be consequently deducted from the bills raised by the Bidder respectively.

17.3. 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.

17.4. That in the event of termination under clause 17.1 and 17.2 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.

18. NOTICES

18.1. 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 the 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 other 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 set out below:

**Broadcast Engineering Consultants India Ltd,
C-56/ A-17, Sector-62, Noida-201307, U.P., India.
Email: rajender@becil.com**

19. 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.

20. AMENDMENT:

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

21. ARBITRATION

21.1. 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.

21.2. 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 Arbitration Centre as per the Delhi International Arbitration Centre proceeding Rules 2023.
- 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 empaneled 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 or abandonment of work by the Bidder/Agency shall be reimbursed by the Bidder/Agency.
- i) In the event of initiation of AMRCD proceedings between BECIL and the client, the decision / mutual settlement arrived at, on the conclusion of the proceeding between the parties, shall in turn become applicable on the selected agency/Bidder in all respects.

22. 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.

23. Force Majeure

- 23.1 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.
- 23.2 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 EOI , and avoid or overcome with persistent effort in carrying out its respective obligations.
- 23.3 In the case of failure to perform this Agreement due to any force majeure, neither party shall be liable for such failure, and this Agreement shall 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.

24. SUBCONTRACTING

The Bidder shall not subcontract the entire or any portion of the work.

25. EXTENSION OF TIME

25.1 It is hereby agreed that BECIL shall by mutual agreement update and extend the timeline/ milestone for the completion of work after discussion with the Client and its officials.

25.2 Any period within which 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.

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

26. ASSIGNMENT:

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

26.2 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.

26.3 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.

27. 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.

28. 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.

29. 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.

30. ENTIRE CONTRACT:

The Contract/ Agreement / work order with all Appendices and Schedules appended thereto, contents and scope/ specifications of the EOI , all the corrigendum's, response to queries etc. that may be issued against this EOI 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.

31. LIQUIDATED DAMAGES

- 31.1 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:
- 31.2 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 as may be imposed by the Client**, whichever is higher (due to the failure of the Bidder to meet the contractual obligations)

- 31.3 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.

- 31.4 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)
- 31.5 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.
- 31.6 In case there is a delay in supply/ completion of the entire supply/ any portion of scope of work as per the client's tender, due to delay in supply of any particular sub unit/ equipment/ material, , then the entire affected portion of scope of work/Supply delayed as a result, shall considered for the calculation of Liquidated damages in terms of the clause 3.12.2 and 3.12.5 of the Main Contract I.e. the RFP (:J-11022/12/2025-PURCHASE-ADG(E)-(SZ))

32. 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.

33. 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.

SECTION-IV

SPECIAL TERMS AND CONDITIONS

1. Option Clause

- 1.1 That BECIL reserves the right to increase/decrease the ordered quantity by up to 25 (Twenty Five) per cent at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period)

2. Submission of Drawings, Specification Manual etc

- 2.1 That the Bidder shall be responsible for the submission of the drawing's as per the format of the Appendix D attached with the Main contract I.e the RFP floated by the Original Client. That the Bidder shall be entirely responsible for bearing the loss and for indemnifying BECIL in case of submission of incorrect drawings.

3. Warranty and guarantee

- 3.1 That the Bidder shall provide guarantee for the structure and components making up the tower for a period of five years in terms of clause 3.9 , sub-clause 1 of the Tender from the date of handing over of the site. In addition to the above, the electrical components and parts shall be guaranteed for a period of five years.

- 1.1 In the event of observation of any defect in the design, material and workmanship a qualified technician/ professional shall be deputed by the Bidder within a period of three days from the date of receipt of intimation. The defective equipment shall be modified, rectified or replaced by the technician/ professional within a period, as deemed reasonable by BECIL.

- 1.2 The other sub-clauses under the warranty and guarantee clause shall operate on a back to back basis.

4. Payment terms :

All payments in the Project to the selected agency shall be on back-to-back basis only subject to receipt of corresponding payment from the client. **Schedule of payments are mentioned below as per items specified in unpriced bid (Annexure K):**

- i) For Civil Foundation Work (Item at S no 2 under WORKS : 85% of total of cost of Civil Foundation Work will be paid after satisfactory completion of Foundation works and submission of duly signed third party inspection certificate and inspection by authorized AIR official for the same. Balance 15 % of the total cost

of Civil Foundation Work will be paid after satisfactory completion of SETC and handing over of the tower to AIR.

- ii) Upon Supply of Steel structure material required for construction of Tower from 0 M height to 35M height inclusive of platform at 35M height, payment will be made for 75% of cost of this material, including statutory Taxes. Payment will be made based on submission of duly signed third party inspection certificate and inspection by authorized AIR official and satisfactory receipt of material at site duly supported by the documentary proof. This is applicable for items at Sl No 1,2 and 3 under - Supply of Materials at Site of Client's Tender.
- iii) Payment will be made for 20 % of the total erection cost including statutory tax upon successful completion of erection of tower upto 35 Mtrs height including platform at 35M height. Payment will be made on third party inspection certificate and inspection by authorized AIR official for satisfactory completion of the stage. This is applicable for items at Sl No 3 and 5 under – Works of Client's Tender.
- iv) Upon Supply of Steel structure material required for construction of Tower from 35 M height to 50M height inclusive of platform at 50M height, payment will be made for 75% of - cost of this Material including statutory Taxes. Payment will be made based on submission of duly signed third party inspection certificate and inspection by authorized AIR official and satisfactory receipt of material at site duly supported by the documentary proof. This is applicable for items at Sl No 1,2 and 4 under - Supply of Materials at Site of Client's Tender.
- v) 5% of total erection cost including statutory tax upon successful completion of erection of tower upto 50 Mtrs height including platform at 50M height will be paid on third party inspection certificate and inspection by authorized AIR official for satisfactory completion of the stage. This is applicable for items at Sl No 3 and 5 under – Works of Client's Tender.
- vi) Upon Supply of Steel structure material required for construction of Tower from 50 M height to 75M height inclusive of platform at 75M height, payment will be made for 75% of this cost of Material including statutory Taxes. Payment will be made based on submission of duly signed third party inspection certificate and inspection by authorized AIR official and satisfactory receipt of material at site duly supported by the documentary proof. This is applicable for items at Sl No 1,2 and 3 under - Supply of Materials at Site.
- vii) Payment of 65% of the cost of supply of material for items SI.No.4 to 10 will be made only on completion of erection of tower upto 75M.
- viii) Payment of 75% of charges of installation for items SI.No.4,6 to 14 under work will

be made only on completion of erection of tower upto 75 M and satisfactory installation of these items.

- ix) 10% of total erection cost including statutory tax upon successful completion of erection of tower upto 75 Mtrs height will be paid on third party inspection certificate and inspection by authorized AIR official. This is applicable for items at Sl No 3,4 and 5 under – Works
- x) Rest of the payments and balance payments will be made after satisfactory completion of SETC and handing over of the tower.
- xi) Payment for Insurance premium for tower , if any, will be made as per actuals on submission of respective insurance policy.
- xii) All payments will be made on submission of third party certificate and inspection by authorized AIR official. Arranging third party inspection at various stages of tower as per terms of payment should be at the cost of bidder
- xiii) The payments terms between BECIL & selected agency will be on back to back basis and the payment shall be released by BECIL only if and when received by BECIL from the client and subject to terms & conditions of the EOI and submission of complete required documents.
- xiv) Selected agency will not demand or make any claim under any law with respect to the pending payment till the time corresponding payment is received by BECIL from the Client. BECIL shall not be responsible in any manner whatsoever for any delay in releasing the payments or withholding of payments by the Client.
- xv) The (day) date of delivery of goods and/or rendering of services by selected agency shall be the date of realization of payment from the client once the goods and/or services are accepted by client.
- xvi) The date of completion of the milestone / delivery of goods or services shall only be recognized for invoice and its payment when the respective acceptance of goods or services and payment thereof is received from the Client.
- xvii)** If in the instant contract, selected agency 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 RFP, the selected agrees to forgo its rights under this Act and Policy

SECTION-V

SCOPE OF WORK AND SPECIFICATIONS

1 SCOPE OF WORK/SCHEDULE OF REQUIREMENTS

- 1.1 For detailed scope of work of the project & the Bill of Material, the bidders may refer the Client's Tender document, and its amendments & corrigenda issued subsequently (if any); **Tender details references are as below and the same is also attached along with this EOI.**

(Bidders are instructed to check for any new corrigendum/amendments etc. before bidding)

Client's Tender Reference No : J-11022/24/2025-PURCHASE-ADG(E)-(SZ)
Date: 20-08-2025

SECTION-VI

ELIGIBILITY CRITERIA AND EVALUATION

S.No.	Eligibility Criteria	Documents to be submitted
1	The Bidder shall be Company incorporated /registered in India under Companies Act 1956/ 2013, as amended from time to time or Limited Liability Partnership Act, 2008 or Proprietorship;	a. RoC certificate in case of Company. b. Partnership Deed in case of Partnership Firm. c. Self-Declaration on Letter head with PAN & GST numbers in case of Proprietary Firm. d. Memorandum and Article of Association e. Other relevant documents in case of company, proprietors and Partnership firm indicating details of Director/ proprietors/ Partner f. Other registration certificate, if any required. g. Bidder must be operational in India in the last 3 years
2	The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing.	Certificate by the C.A. with Bank Certificate as annexure.
3	The Bidder should not be blacklisted/ debarred/ banned/ restricted by any Union Govt./State Govt./ PSU as on date of submission of the Bid.	"Self-declaration for blacklisting as per the given annexure" duly signed by authorized signatory signing the bid, should be submitted.
4	NOTE: For the purpose of this criterion, standalone turnover of only the bidding entity will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered.	a) Certificate by the CA as per Annexure D. b) Audited financial statements of last three financial years. c) ITR Acknowledgment last three financial years. d) Annual Turnover/Net Worth (CA certified documents) (Except the Covid FYs 2020-21 and 2021- 22) Average Annual turnover of 66% of estimated cost of the project in the last 03 financial years OR Cumulative Turnover of 198% of estimated cost of the project in the last 03 financial years OR Average Annual Net Worth of minimum of 16.5% of estimated cost of the project in the last 03 financial years OR Cumulative Net Worth of minimum of 49.5% of estimated cost of the project in the last 03 financial years e) Work Experience (Self-certified with relevant documents): One Similar work of minimum value of 26.4% of estimated cost of the project

		OR Two Similar works of minimum value of 19.8% of the estimated cost of project OR Three Similar works of minimum value of 13.2% of the estimated cost of project Note: Similar works will be defined based on scope of the work. Similar works may be executed with any Central and State Government agency, PSUs, Private organizations.
5	The bidder should have positive net worth as per the audited financial results for the last three Financial Years ending 31 March 2024.	Certificate by the CA.
6	Bidder must have the solvency / credit facility / financial capability from the bank for minimum value	A Solvency Certificate issued by a Chartered Accountant, confirming that the bidder is financially solvent for an amount not less than 25% of the estimated tender cost.
7	(i) Bidder Single bidder should have minimum 20 years of experience in providing Design, Supply, Erection, Testing and commissioning related works of '40 Meter & more self-supporting 3 or 4 legged Towers' (For MSME and startup companies, years of experience is not required subject to fulfil the following conditions) (ii) The Tenderer should have thorough experience in Design, fabrication, Supply, foundation, erection, testing and commissioning of AIR/DD self-supporting Lattice Steel tower/RCC cum steel tower with a minimum of 40M Steel portion in past 20 years meeting any one of the following criteria: (a) Design, SETC of minimum ONE number of similar type tower of 75 Meters high or above. (b) Design, SETC of minimum TWO numbers of similar type tower of 50 Meters high or above (c) Design, SETC of minimum THREE numbers of similar type tower of 45 Meters high or above.	To this effect, Bidder should submit copies of respective contracts, along with documentary evidence in respect of satisfactory execution of each of those contracts / satisfactory completion of relevant services, in the form of copies of any of the documents (indicating respective contract number and type of services), such as - (i) Satisfactory completion / performance report (OR) (ii) proof of release of Performance Security after completion of the contract (OR) (iii) proof of settlement / release of final payment against the contract (OR) (iv) any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited above.

8	OEM authorization Form authorizing BECIL should be enclosed for below components. ➤ Tower Manufacture	Manufacturer Authorization Form
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1 PRELIMINARY EVALUATION

- 1.1 BECIL shall evaluate the proposals to determine that they are complete, technically complying, no computational errors have been made, required documents as mentioned in the EOI have been furnished, the documents have been properly signed and the response is generally in order. In case of any calculation error, the total (final) price shall be considered for evaluation.
- 1.2 BECIL may waive off any minor infirmity or non-conformity or irregularity in the proposal which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder/OEM/Implementation Agency.
- 1.3 In case only one bid is received or during the Technical Evaluation only one bidder/OEM/Implementation Agency qualifies for the next stage of the bidding process, BECIL reserves the right to accept/reject the bid.
- 1.4 In case two bids are received from the bidder, both the bids will be rejected.

2 EVALUATION PROCESS

- 2.1 No enquiry shall be made by the bidder/OEM/Implementation Agency (s) during the course of evaluation of the EOI, after opening of bid, till final decision is conveyed to the successful bidder/OEM/Implementation Agency(s). However, the Evaluation Committee/its authorized representative and office of BECIL can make any enquiry/ seek clarification from the bidder/ OEM/ Implementation Agency(s), which the bidder/OEM/ Implementation Agency s must furnish within the stipulated time else the bids of such defaulting bidder/OEM/Implementation Agency(s) will be rejected. The proposal will be evaluated on the basis of its content, not its length.
- 2.2 The bidder/OEM/Implementation Agency s' proposals will be evaluated as per the requirements specified in the EOI and adopting the evaluation criteria spelt out in subsequent paras of this EOI document. The bidder/OEM/Implementation Agency are required to submit all required documentation as per evaluation criteria specified in EOI.
- 2.3 Upon verification, evaluation/ assessment, if in case any information furnished by the bidder/OEM/Implementation Agency is found to be Incomplete/incorrect, their bid will be summarily rejected and no correspondence on the same shall be entertained. Submission of false/forged documents will lead to forfeiture of security deposit and blacklisting of agency for a minimum period of 3 years from participating in BECIL tenders.

- 2.4 BECIL will review the proposal to determine whether the proposals are as per the requirements laid down. Proposals that are not in accordance with these requirements are liable to be disqualified at BECIL's discretion.
- 2.5 Evaluation of proposals shall be based on:
- 2.5.1 Information contained in the proposal, the documents submitted there to and clarifications provided, if any.
- 2.5.2 Experience and Assessment of the capability of the bidder/ OEM/ Implementation Agency based on past record.
- 2.6 BECIL reserves the right to seek any clarifications on the already submitted bid documents; however, no fresh documents shall be accepted in support of proposals. BECIL also reserves the right to cross verify the information with any agency.
- 2.7 Conditional proposals shall NOT be accepted on any ground and shall be rejected straightway. If any clarification is required by the bidders, the same should be obtained before submission of the proposals.
- 2.8 Even though bidder/OEM/Implementation Agency satisfy the necessary requirements they are subject to disqualification if they have:
- 2.8.1 Made untrue or false representation in the form, statements required in the EOI document.
- 2.8.2 Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.
- 2.9 The Financial Evaluation of the Bidders will be done only for those who qualify the Eligibility Criteria and other mentioned criteria of the EoI.

3 FINANCIAL EVALUATION OF THE BIDS

The Bids will be financially evaluated as under:

- 3.1.1 The financial Bid shall be opened only of those Bidder(s) found to be meeting the Technical qualifying requirements. In case of non-responsive Bids, Financial Bids shall not be opened. The opening date of financial bid will be decided later on and same will be informed.
- 3.1.2 The Bidder who has quoted the lowest price (L1) in the Financial Bid will be considered for System Integrator / Back end Technology partner.
- 3.1.3 L1 bidder may be called for further negotiations, if required.
- 3.1.4 A Pre-Bid agreement shall be signed by BECIL with the successful declared L1 bidder as per Pre-Bid Agreement placed at Annexure-J.**

Further, in case the bid submitted by BECIL against the said tender, is accepted and BECIL receives Work Order/ Agreement from/ with the Client, BECIL may issue a Work Order to the agency selected through this EOI.

SECTION –VII
ENCLOSURES AND ANNEXURES



Annexure-A

PRE CONTRACT INTEGRITY PACT

Between

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

And

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

Preamble:

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

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

Section 1 – Commitments of the Principal

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

a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or Immaterial benefit which he/she is not legally be entitled to.

b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c) The Principal will exclude all known prejudiced persons from the process.

1.2. If the Principal obtains information on the conduct of any of its employees

which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Office and in addition can initiate disciplinary actions.

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

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

- a) The Bidder(s) Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract/ or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b) The Bidder(s) Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder(s) Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s) Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" Shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only.
- e) The Bidder(s) Contractor(s) will, when presenting himself, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract/Agreement.

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

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

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

Section 4 – Compensation for Damages

4.1. If the Principal has disqualified the contractor from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages Equivalent to Earnest Money Deposit / Bid Security.

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

Section 5 – Previous transgression

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

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

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

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

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

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

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

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

Section 8 – External Independent Monitor/Monitors

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

8.2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD of M/s

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

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

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

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

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

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

Section 9 – Pact Duration

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

Section 10 – Other provisions

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

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

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

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

**FOR AND ON BEHALF OF
CONTRACTOR**

**FOR AND ON BEHALF OF
PRINCIPAL**

ANNEXURE B (BANK MANDATE FORM)

- DETAILS FOR PAYMENT OF TENDER PROCESSING FEES



HDFC BANK
We understand your world

HDFC Bank Ltd.
Ansals Fortune Arcade,
K Block, Sector-18,
Noida - 201301. (U. P.)
Phone Banking : 011-61606161

Mandate Form
The Details for the facilitating the Payment are given below

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. With STD Code	0120-4177850
	(b) Fax Number	0120-4177879
	(c) Contact Person	Sh. Awadhesh Pandit General Manager – (Finance)
	(d) E-Mail Address	gmfinance@becil.com
	(e) Mobile No.	9953119035
B	Bank Particulars	
i	Bank Name	HDFC Bank
ii	Bank Telephone No. with STD Code	0120-4664332
iii	Branch Address with PIN Code	Ansals Fortune Arcade K-Block, Sector-18, Noida-201301 Uttar Pradesh
iv	11 Character IFSC Code of the Bank (Either enclosed a Cancelled Cheque or obtain Bank Certificate as appended)	HDFC0000088
v	Bank Account Number as appearing on the Cheque Book	99998130918866
vi	MICR Code	110240014
vii	SWIFT Code	HDFCINBB
viii-	Bank Account Type	Current Account

Certified that the particulars furnished above are correct as per our records.

Signature verified as per our record without any responsibility on our part
For HDFC BANK LIMITED
 K-Block, Sector-18, Noida

Authorised Signature

03/01/25

www.hdfcbank.com

Regd. Office : HDFC Bank Ltd., HDFC Bank House, Senapati Bapat Marg, Lower Parel (West), Mumbai - 400 013.
 Corporate Identity No. : L65920MH1994PLC080618

Particulars of The Bidder

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

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Annual Turnover & Net worth

(To be printed on implementing agency's letterhead and signed by Authorized signatory.)

To
The Manager
Broadcast Engineering Consultants India Limited
BECIL Bhawan, C-56, A/17, Sector-62, Noida-201307

Full Name of Bidder (Supplier) entity:

Full Address of Bidder (Supplier) entity:

S. No.	Financial Year	Turnover of Bidder	Net worth	Remarks
1	2021-22			
2	2022-23			
3	2023-24			
	Average			

*Enclose Audited Balance sheets only.

Note: The required certificate from CA with UDIN No. is enclosed along with this form.

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Performa of letter of Undertaking for Bid Validity

To
Manager
Broadcast Engineering Consultants India Limited
BECIL Bhawan, C-56, A/17, Sector-62, Noida-201307

Reference: EOI No. <<>> dated << 202X>>

I/We hereby submit our Bid and undertake to keep our Bid valid for the period of 180 days from the date of submission of the Bid.

I/We also agree to abide by and fulfill all the terms, conditions of provision of the bid document.

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Bid Covering Letter

To
Manager
Broadcast Engineering Consultants India Limited
BECIL Bhawan, C-56, A/17, Sector-62, Noida-201307

Reference: EOI No.<<>> dated << 202X>>

Dear Sir/Madam,

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

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

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

We agree to abide by all the terms and conditions of the EOI document. We would hold the terms of our bid valid for <180> days as stipulated in the EOI document.

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

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Credentials Summary

S. No.	Project Name	Client Name	Client Type	Project Value (in INR)	Documentar y evidence provided (Yes or No)	Project Status (Completed or Ongoing or Withheld)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Self-Declaration For Non Black Listing

[ON BIDDER'S LETTER HEAD]

Bidder Ref. No.

Dated :

To
Manager
Broadcast Engineering Consultants India Limited
BECIL Bhawan, C-56, A/17, Sector-62, Noida-201307

We, M/s. ----- hereby declare that the firm/company namely M/s. -----, as on the date of bid submission, has not been blacklisted or debarred by any of the Central Government or State Government or any organization under Central/ State Government or any Statutory Authority, or any Public- Sector Undertaking. M/s has not been found guilty of any criminal offence by any court of law in India or abroad.

M/s, its directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statement or misrepresentations as to their qualifications to enter into procurement contract within a period of three years preceding the commencement of the procurement process or have not been otherwise disqualified pursuant to debarment proceedings.

Yours faithfully

For,

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Undertaking Regarding Payment Of GST/ Filing Of GST Return

Ref.....

Date

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

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

Dear Sir,

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

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

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

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

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

Signature of Authorized Signatory on behalf of Agency

Address: _____

Mobile: _____

Email ID: _____

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

KNOW ALL MEN BY THESE PRESENTS,

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

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

For **Name of Bidder**,

Accepted

Witnesses:

1. (Notarized)

PRICE / UNPRICED BID FORMAT/COMPLIANCE STATEMENT

Name of work: **DESIGN, SUPPLY, ERECTION, TESTING AND COMMISSIONING (DSETC) OF 75 M SELF SUPPORTING LATTICE STEEL TOWER INCLUDING PROVISIONS OF MOUNTINGS FOR INSTALLATION OF VHF FM ANTENNA ETC. FOR AKASHVANI FM STATION AT CHINTAPALLI, ANDHRA PRADESH.**

EOI No. BECIL/DGM/AIR CHNITAPALLI/75Mtr Tower/2025-26 Dated: 12-09-2025

I/We hereby agree to carry out the work as per item rate quote given in the Price Bid format.

UNPRICE BID FORMAT FOR THE WORK IS ATTACHED. ITEM RATES FOR EACH ITEM S ARE TO BE FILLED BY THE BIDDER IN THE PRICE BID FORMAT ONLY, AS PER THE INSTRUCTIONS GIVEN IN THE PRICE BID FORMAT. PRICE BID IS ATTACHED IN THE MS EXCEL SHEET.

UN-PRICE BID FORMAT/ TECHNICAL BID					
AIR Tender No. J-11022/24/2025-PURCHASE-ADG(E)-(SZ) Date: 20-08-2025					
Description of work	Design, Supply, Erection, Testing and Commissioning (DSETC) of 75 M Self Supporting Lattice Steel Tower including provision of mounting for installation of VHF FM Antenna etc. for Akashvani FM Station at Chintapalli, Andhra Pradesh- 1 Job. (As per Akashvani Specification)				
Name of the Bidder					
Quotation No. and date					
Complete Postal Address					
BECIL EOI No :	BECIL/DGM/AIR CHINTAPALLI/75Mtr Tower /2025-26 Dated: 12-09-2025				
E-Mail					
Technical compliance to Technical Parameters, Specification					
1	Design, Supply, Erection, Testing and Commissioning (DSETC) of 75 M Self Supporting Lattice Steel Tower including provision of mounting for installation of VHF FM Antenna etc. for Akashvani FM Station at Chintapalli- 1 Job.				
	S. No. of Akashvani Specification (Section wise & Clause wise) (1)	Details of Akashvani Specification (Part/ Section wise & Clause wise) (2)	Compliance (Yes/No) (3)	The Page No. of the tender offer, where the information/ supporting document is available (4)	Remarks (5)
	A	Essential requirement for the tender			

	1.(i)	The tenderer should submit schedule of Requirements/Materials (un-priced) for DSETC in the same format as given in Akashvani Specification in the technical bid, failing which the tender shall be considered incomplete and is liable to be rejected.			
	(ii)	It is also mandatory to mention Make & Model of the offered equipment in the Schedule of Requirements/Materials (un-priced) for supply, failing which the tender shall be considered incomplete and is liable to be rejected.			
	2	Each statement of the technical specification has to be complied with & supported by printed technical literature, technical data sheets, schematic drawings and technical manuals to assess the full merit of the offer, failing which the tender shall be considered incomplete and is liable to be rejected.			
	3	The tenderer should submit the tender offer to Akashvani in the format given below, section wise & clause wise, in respect of all the sections of technical specifications. The tenderer/manufacturer of the tower must provide the page number reference of the Technical bid,, in column (4) of the table given below, clearly indicating the volume number also, if any, for each supporting document to verify the parametric values shown in the technical specifications compliance statement, to assess the full merit of the offer, failing which tender shall be considered incomplete and is liable to be rejected.			
		Essential requirement for the tender			
		Essential eligibility criteria for tenderer			
		Section-I Clause wise			
		Section-II Clause wise			
		Section-III Clause wise			
	4	The complete technical specification compliance statement (section wise & clause wise) along with schedule of Requirements/Materials (un-priced) as per the format given above in clause			

		A.(3) must be signed & stamped on each page by the tenderer/ manufacturer of the tower in the tender document. The tenderer/manufacturer of the tower should mention their name in CAPITAL LETTERS, full address with pin code, phone number, fax number, e-mail address and with their full signature.			
	5	The complete tender shall be page numbered.			
	6	The Authorization and Guarantee must be given by the tenderer/manufacturer of the tower on their letter head pad duly signed & stamped on each page. The Authorization and Guarantee other than the tenderer/manufacturer of the tower in the tender will not be considered, failing which the tender shall be considered incomplete and is liable to be rejected.			
	7	Public Procurement (Preference to Make in India) Order No. P-45021/2/2017 B.E-II dated 15.06.2017 of Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion shall be applicable.			
	8	Any change/modifications in Akashvani technical specifications format, language, technical parameters or of any other nature including the deletion of clause, words, lines in the technical compliance statement by the manufacturer of the tower/tenderer will not be acceptable to Akashvani and the tender is liable to be rejected.			
	B	Essential eligibility criteria for tenderer			
	I	For Individual Tenderers: Tenderer should meet following Work Experience and Financial capabilities:			

	i	Work Experience:			
	1.1	Bids should be from Actual Tower Erection firms. Documentary evidence to support Tower erection work like the names, addresses, Telephone Nos, E-Mail addresses, etc of the purchasers for whom towers have been designed, fabricated, supplied and erected must be provided. Copies of supply order and completion certificates issued by such purchaser should be enclosed with the tender. This is an essential requirement.			
	1.2	Tenderer should possess the following work experience:			
	A	A) The Tenderer should have thorough experience of in Design, fabrication, Supply, foundation, erection, testing and commissioning of AIR/DD self-supporting Lattice Steel tower/RCC cum steel tower with a minimum of 40M Steel portion in past 20 years meeting any one of the following criteria:i) Design, SETC of minimum ONE number of similar type tower of 75 Meters high or above. ii) Design, SETC of minimum TWO numbers of similar type tower of 60 Meters high or above iii) Design, SETC of minimum THREE numbers of similar type tower of 45 Meters high or above.			
	ii	Financial Capabilities:			
	C	i) Average Annual turnover during the last 3 years ending 31st march of previous financial year should be at least 30% of the estimated cost of this tender. ii) Firm should have access to, or possess available liquid assets and other financial means sufficient to meet the execution of the DSETC work put to tender.			
	B	PAYMENT TERMS: Payment will be made as per following sequence in line with the progress of Erection of the Tower as per Section III- Schedule of Requirements / Materials:			

i	For Civil Foundation Work (Item at S no 2 under WORKS : 85% of total of cost of Civil Foundation Work will be paid after satisfactory completion of Foundation works and submission of duly signed third party inspection certificate and inspection by authorized AIR official for the same. Balance 15 % of the total cost of Civil Foundation Work will be paid after satisfactory completion of SETC and handing over of the tower to AIR.			
ii	Upon Supply of Steel structure material required for construction of Tower from 0 M height to 35M height inclusive of platform at 35M height, payment will be made for 75% of cost of this material, including statutory Taxes. Payment will be made based on submission of duly signed third party inspection certificate and inspection by authorized AIR official and satisfactory receipt of material at site duly supported by the documentary proof. This is applicable for items at Sl No 1,2 and 3 under - Supply of Materials at Site of Client's Tender.			
iii	Payment will be made for 20 % of the total erection cost including statutory tax upon successful completion of erection of tower upto 35 Mtrs height including platform at 35M height. Payment will be made on third party inspection certificate and inspection by authorized AIR official for satisfactory completion of the stage. This is applicable for items at Sl No 3 and 5 under - Works of Client's Tender			
iv	Upon Supply of Steel structure material required for construction of Tower from 35 M height to 50M height inclusive of platform at 50M height, payment will be made for 75% of - cost of this Material including statutory Taxes. Payment will be made based on submission of duly signed third party inspection certificate and inspection by authorized AIR official and satisfactory receipt of material at site			

		duly supported by the documentary proof. This is applicable for items at Sl No 1,2 and 4 under - Supply of Materials at Site of Client's Tender.			
	v	5% of total erection cost including statutory tax upon successful completion of erection of tower upto 50 Mtrs height including platform at 50M height will be paid on third party inspection certificate and inspection by authorized AIR official for satisfactory completion of the stage. This is applicable for items at Sl No 3 and 5 under - Works of Client's Tender.			
	vi	Upon Supply of Steel structure material required for construction of Tower from 50 M height to 75M height inclusive of platform at 75M height, payment will be made for 75% of this cost of Material including statutory Taxes. Payment will be made based on submission of duly signed third party inspection certificate and inspection by authorized AIR official and satisfactory receipt of material at site duly supported by the documentary proof. This is applicable for items at Sl No 1,2 and 3 under - Supply of Materials at Site			
	vii	Payment of 65% of the cost of supply of material for items Sl.No.4 to 10 will be made only on completion of erection of tower upto 75M			
	viii	Payment of 75% of charges of installation for items Sl.No.4,6 to 14 under work will be made only on completion of erection of tower upto 75 M and satisfactory installation of these items			
	ix	10% of total erection cost including statutory tax upon successful completion of erection of tower upto 75 Mtrs height will be paid on third party inspection certificate and inspection by authorized AIR official. This is applicable for items at Sl No 3,4 and 5 under - Works			
	x	Rest of the payments and balance payments will be made after satisfactory completion of SETC and handing over of the tower.			

	xi	Payment for Insurance premium for tower , if any, will be made as per actuals on submission of respective insurance policy			
	xii	All payments will be made on submission of third party certificate and inspection by authorized AIR official. Arranging third party inspection at various stages of tower as per terms of payment should be at the cost of bidder			
	Xiii	The payments terms between BECIL & selected agency will be on back to back basis and the payment shall be released by BECIL only if and when received by BECIL from the client and subject to terms & conditions of the EOI and submission of complete required documents.			
	Xiv	Selected agency will not demand or make any claim under any law with respect to the pending payment till the time corresponding payment is received by BECIL from the Client. BECIL shall not be responsible in any manner whatsoever for any delay in releasing the payments or withholding of payments by the Client.			
	Xv	The (day) date of delivery of goods and/or rendering of services by selected agency shall be the date of realization of payment from the client once the goods and/or services are accepted by client.			
	xvi	The date of completion of the milestone / delivery of goods or services shall only be recognized for invoice and its payment when the respective acceptance of goods or services and payment thereof is received from the Client.			
	xvii	If in the instant contract, selected agency 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 RFP, the selected agrees to forgo its rights under this Act and Policy			

		Section I			
	1.0	Introduction: Akashvani requires Self Supporting Latticed Steel 75 M tower of mean probable design life of 100 years to support FM antenna etc. The tower shall be self-supporting type having square section base out of galvanized steel sections/structures of four legs. Antenna arrangements on tower are indicated in the suggestive drawing Annexure-III Provision for Band II 6 bay antenna aperture for FM service shall be made on the tower. Necessary provisions in the design shall be made for mounting of the VHF Band II 4 array FM antenna in future above the Band II aperture at the top of the tower. The mounting of VHF Band II 6 bay antenna and RF feeder cable is the present requirement. Throughout the entire aperture of band II, the outer-to-outer width of square cross section should be 650 mm (including splices, nuts & bolts at joints).			
	a	The tenderer shall quote for mounting of VHF Band II 6 bay FM antenna systems, feeder cables and related works/services as per details given in the subsequent paragraphs. Mounting of VHF Band II 6 bay antenna system is the present requirement. However, the tower shall be designed to take self-load and wind load for band IIFM antennae 6 & 4 bay, RF feeder cables, and Power Supply cables etc. as per the details of load at Para No. 2.8.			
	1.1	SCOPE: These specifications aim at design, fabrication, supply, erection, testing and commissioning of 75 M Self Supporting Lattice Steel tower to support VHF FM antennae as stated above, on turnkey basis. The broad scope of the present tender includes the following as a turnkey job: -			

	a	Site visit to inspect the tower site and acquaint himself with the local terrain & site conditions, soil conditions, nature of sub soil, water table and its seasonal variations etc. and make such local enquiries, as may be necessary for any data required by him, before quoting his rates. Otherwise, the tenderer will have to give an undertaking with the tender offer that any variation in the scope of works due to site condition shall be incorporated in the offered bid and Akashvani shall not consider any extra cost on account of that.			
	b	Soil testing from NABL approved laboratory.			
	c	Preparation and submission of design documents & design drawings of Foundation and Tower structure approved by any IIT/SERC along with certificate from IIT/SERC testifying the soundness and safety of design of foundation and tower structure to Zonal ADG (E)(in hard& soft copies).			
	d	Preparation and submission of general arrangement drawing(s) showing all the facilities and requirements as specified in the specification to Zonal ADG (E)(in hard & soft copies).			
	e	Preparation and submission of working structural drawings and submitting to Zonal ADG (E)(in hard & soft copies).			
	f	Construction of Foundation for tower.			
	g	Fabrication, supply, erection, testing and commissioning of tower structure and tower appurtenances/accessories including antenna apertures, internal ladders with free fall prevention system for climbing from ground to top of the tower, platforms with railings, Vertical Cable tray& Horizontal Cable tray as per actual site conditions between transmitter building up to tower, pipe for mounting of FM Side Mount antenna etc.			
	h	Painting of the tower structure& cable trays.			

i	Providing protection against lightning, earthing of tower, Aviation Obstruction Lights (AOL) including Beacon light and sun-switch. The power supply cable for multi-point power sockets at various platforms, from bottom to the topmost platform of the tower, will also be supplied by the tenderer.			
j	The cables for AOL and utility outlets at various platforms shall be taken on tower on the vertical cable rack.			
k	Hauling up of FM Side Mount antenna [6-Bay VHF FM (Pole type) Antenna]and RF Feeder cable as supplied by Akashvani.			
l	The RF feeder cable and other cables i.e. cables for AOL, power supply etc. between the transmitter building and the tower base shall be routed on a horizontal cable tray supported on G.I. Poles/Angle Iron structure which will be supplied by the tenderer. The cables on the horizontal cable tray shall be provided with G.I. sheet cover of 16 SWG to avoid any damage to RF cable due to any falling objects.			
m	Ground has to be properly leveled after erection of the tower & cleared of all debris etc.			
n	Joint inspection with representative(s) of the firm and Akashvani.			
o	Joint inspection of pending works as pointed out during joint inspection with representative(s) of the firm and Akashvani.			
p	Inspection and certification for structural firmness, verticality and all other design specifications by any IIT/SERC after erection of tower and submission of inspection report & certificate(s) (in hard & softcopies) to Zonal ADG (E).			
q	Handing over of tower with completion report (in soft & hard copies)including videography & photographs showing complete tower as well as each section of 15M length from base to top, horizontal cable tray and foundation processes starting of excavation, steel layout and reinforcements etc. to leveled finished foundation.			

	r	Any other work necessary to complete the DSETC work as a turnkey job.			
	1.2	GENERAL:			
	a	General terms and conditions of contract for SETC works including all the commercial aspects like, Packing and Packing List, Insurance and Marine Risk etc., Payment terms, Penalty/Compensation for Delay, Damages and Liabilities, Time Period and Extension for Delay, Foreclosure of Contract due to Abandonment or Reduction in Scope of Work, Cancellation of Contract in Full or Part, Recovery of Security Deposit, Performance Guarantee, Unsatisfactory Workmanship, Damages Incurred During Installation, Indian Electricity Rules, Defects, Recovery of Compensation, Ensuring Payment and Amenities, Compliance with State Labour Laws, Minimum Wages Act Compliance, Indemnifying Government against Patent Rights, Return of Surplus Material, Employment of Technical Staff and Employees, Release of Security Deposit, Safety Code etc. shall be followed by the successful tenderer as defined in the tender document in totality			
	b	The tender shall be complete and include all minor items of work and accessories which may not have been specifically defined in this specification and schedule but which are useful and essential for the perfect assembly and completion of the tower. No extra charges will be paid for providing and installing of such items.			
	c	The successful tenderer shall make his own arrangements for power supply, water and the storage of materials and their safe custody at installation site.			
	d	The successful tenderer shall make his own arrangement for employing labour-skilled and unskilled and shall make his own arrangement for providing accommodation for his labour. He should conform to all local, State laws and regulations concerning labour and their employment.			

	e	The successful tenderer shall make good all damage to the purchaser's buildings, property, equipment, article etc. howsoever arising from the construction of the foundation, erection of the tower, and in the course of such work and throughout the period during which the safety of the tower is guaranteed.			
	f	The successful tenderer shall indemnify and hold harmless the purchaser against all claims in respect of damages to buildings, property, articles situated nearby, not belonging to the purchaser, howsoever arising from the construction of the foundation, erection of the tower, and in the course of such work and throughout the period during which the safety of tower is guaranteed.			
	g	The successful tenderer shall indemnify and hold harmless the purchaser against claims in respect of injury/any mishap to any person, howsoever arising from the construction of the foundation, erection of the tower, and in the course of such work and throughout the period during which the safety of the tower is guaranteed.			
	h	The successful tenderer shall fully discharge all obligations under the Indian Workmen's Compensation Act, any local, State laws and regulations in so far as it affects the workmen in his employment.			
	i	The tenderer shall be responsible for safe erection of the tower and other accessories etc. The tenderer shall take all necessary safety measures and precautions during the SETC of the tower. Tower work shall be got done at site under the supervision of qualified representative(s) of the firm.			
	j	The location of the tower at the site vis-à-vis the transmitter building will be marked by Akashvanion Site Lay Out Plan. Maximum area available, including excavation work, for tower will be 20 m × 20 m.			
	1.3	DESIGN, CALCULATION AND DRAWINGS			

	a	The tower shall be designed considering probability factor based on mean probable Design life of tower structure as 100 years.			
	b	The tenderer shall obtain Wind Zones data as per IS: 875 amended to date and for seismic zone data as per IS: 1893 amended to date. The above data only shall be used in the Design Calculations. However, it may be kept in view that the wind map and seismic map are approximate only and require a judicious decision on the part of the designer to provide a good design of the tower for a design life of 100 years			
	c	It may also be ensured by the tenderer that if the site falls within a short distance from another wind zone having a higher basic wind speed, the tower shall be designed as per the higher basic wind speed.			
	d	The specifications indicated herein are only to guide the tenderer about the requirements of the purchaser. Detailed design of the tower from all aspects shall be got worked out by the tenderer, keeping in view the effects of local meteorological conditions like wind velocity, seismic data, temperature, codal provisions and as per good engineering practice to ensure the safety of the tower.			
	e	The design of the tower shall be based on recognized principles of structural design Engineering, conforming to latest IS codes and Standard Engineering Practices. Full responsibility regarding soundness of design including factor of safety and the execution of work rests with the tenderer. For limit state of strength, partial safety factor for loads under worst atmospheric conditions and critical loadings shall be considered as a minimum 1.5 on any destabilizing load (including but not limited to, wind loads). If dead load contributes to the reduction of stresses or supports the stability for any particular action, suitable expected dead loads shall be considered.			

f	The overall force co-efficient for wind load on tower shall be taken from IS: 875 amended to date for Self-Supporting Lattice Steel Towers. For calculating the solidity ratio, actual obstruction area of tower shall be considered. Separate Wind obstructing areas shall be taken for ladder, cable rack and platforms etc.			
g	The permissible stresses in the various structural members of tower shall be adopted from the relevant clauses of IS: 800 amended to date.			
h	Loading effect of seismic forces as per IS: 1893 amended to date and cyclonic winds and conditions of frost etc., if any, is also be taken into consideration.			
i	Loading effect due to antenna and various accessories as given at Para/clause No. 2.8 of Section-II will be taken into consideration.			
j	The R.C.C foundation, tie beams etc, shall be designed and constructed in accordance with IS: 11233 amended to date, IS: 456 amended to date and other application codes. The minimum grade of concrete used shall be M-25.			
1.4	The tenderer must furnish the following documents /information with the tender to assess the full merit of the offer, failing which the tender shall be considered incomplete and is liable to be rejected. This is mandatory requirement.			
a	a. (i)The general arrangement drawing(s) showing all the facilities and requirements as specified in the specification should be attached with the offer. (ii) Outline drawings to scale showing the assembly of the structures. These drawings should show the main dimensions including the size of main structural members, mounting centers, methods of attachment to concrete foundations and any special features of design or form. (iii) Total weight of tower shall be given (Excluding foundation materials).			

b	Detailed information concerning design parameters such as loads due to wind effect & seismic effect, dead loads, antenna loads, combination loads considered, design philosophy along with other information which shall contain the following: (i) Wind speed, terrain category, topographic factor, gust factor, risk factor etc. (ii) Seismic zone factor, importance factor, response reduction factor etc. (iii) Antenna loads due to VHF Band II 6 Bay (Pole Type) FM Side Mount antenna, VHF Band II 4 Bay (Pole Type) FM antenna at the top of tower. (iv) Load combinations considered.			
c	The design calculations indicating the various formulae used for design, the bearing and shear stresses used for the design of bolted sections and the factors of safety adopted for the various structural components and materials. For limit state of strength, partial safety factor for loads under worst atmospheric conditions and critical loadings shall be considered as a minimum 1.5 on any destabilizing load (including but not limited to, wind loads). If dead load contributes to the reduction of stresses or supports the stability for any particular action, suitable expected dead loads shall be considered.			
d	Typical design load calculation with methodology due to seismic effect.			
e	Details of Bill of Materials (BOM) showing Grade Designation and Quality of steel members, weight of the tower structure, details of fasteners, nuts, washers etc. & steel used in foundation.			
f	Design forces compression/tension due to critical load combination, design of main members panel wise i.e. leg, bracing (diagonal & horizontal) with section adopted, capacity of members based on length, slenderness ratio, allowable stress with reference & formula.			
g	Deflection at top of tower and reaction at base in most critical load combinations.			

	h	The detailed design of foundations for 8.2 MT/Sq. M SBC.			
	i	i. Complete printed technical literature/technical data sheet/schematic drawings/detailed information of LED based Aviation Obstruction Light and details of Antenna Fixtures, Pipes, Power Supply cables, paint materials, earthing etc.			
	j	Detail of activity wise Bar/PERT chart with delivery schedule.			
	k	The complete technical specifications (Section wise & Clause wise) compliance statement along with Schedule of Requirements/Materials (un-priced) duly signed & stamped on each page by the tenderer/tower manufacturer as per the format given above in clause A (3) of Essential Requirement for the Tender.			
	l	Details of past experience. Refer clause B. Essential eligibility criteria for tenderer			
	1.5	The successful tenderer shall furnish the following documents/information within two months after issue of acceptance of tender: (i) Soil testing with detailed report & document(s) (in hard & soft copies) -2 Sets (ii) Submission of general arrangement drawing(s) showing all the facilities and requirements as specified in the specification to Zonal ADG (E).(in hard & soft copies) -2 Sets (iii) Submission of design documents & design drawings of Foundation and Tower structure approved by any IIT/SERC along with certificate from IIT/SERC testifying the soundness and safety of design of foundation and tower structure to Zonal ADG (E).(in hard & soft copies) -2 Sets (iv) Detailed working structural drawings(in hard & soft copies) -2 Sets (v) Any other drawings for the completeness of the tower design as per Akashvani specification. The following references shall be indicated in the above design documents& design drawings, working			

		structural drawings, general arrangement drawings etc. while submitting to concerned Zonal Offices. (1) Akashvani ATNo. (2) Akashvani Specification No.&(3) Approval of competent authority with signature & stamp. After the acceptance of all working structural drawings by Zonal ADG (E), the successful tenderer shall send all working structural drawings to concerned Zonal ADG (E), concerned Akashvani Station(s) and Akashvani Directorate indicating all the references. All these working structural drawings as per Akashvani specifications must be available with all concerned offices before the start of the tower work at the site			
	1.6	PATENTS AND COPYRIGHTS: The tenderer shall hold the purchaser and his employees safe, harmless and immune from any liability that may arise out of infringements of patents and copyrights associated with the design, fabrication, erection and use of the tower and its accessories.			
	1.7	DELIVERY PERIOD: The Delivery Period for completion of works as per specification shall be 300 days.			
	1.8	INSPECTION & TESTS:			
	a	Inspection will be done at various stages as follows: - 1. Design verification and checking of drawings before commencement of construction/fabrication. 2. Inspection of soil excavation at foundation stage. 3. Material inspection before shifting at site. (This includes reports/certificates of different quality test from BIS /NABL approved lab(s) as mentioned below. 4. Inspection during excavation for foundation and after erection of tower. 5. Checking of Verticality tolerance etc. as per Akashvani specifications at the final stage i.e. after complete erection of tower.			

	b	Test for strength of foundation: The concrete used in the foundation should be designed as per IS:10262 amended to date. Along with the foundation, cubes should be cast, which can be tested on 7 days and 28 days to get the strength of the concrete used in the tower foundation. Reinforcement used in the foundation must also be tested in a BIS/NABL approved Labs.			
	c	Pre-dispatch inspection of tower material shall have to be got done by representative(s) of Akashvani in India by giving an advance notice of TWO WEEKS. The certifying agency IIT/SERC that will issue certification for structural safety & firmness, verticality and all other design specifications in compliance of clause 1.9 of Section-I will also be part of PDI. Pre-dispatch inspection of tower material and subsequent inspection of erected tower shall be done as per mutually accepted test procedure, which shall be submitted and got approved from Akashvani before the supply of tower material. A draft Acceptance Test Protocol as per Annexure-I is enclosed for guidance purpose. Travelling expenses for Akashvani's representative(s) will be borne by Akashvani.			
	d	Structural The tenderer shall procure all structural steel members from namely SAIL, TISCO, JINDAL and RINL. Structural steel sections not available from main producers can be procured from secondary producers subject to production of proof of manufacture of structural steel members from virgin billets produced from primary steel producers before starting fabrication work. Original copies of the test certificates of steel should be made available at the time of inspection. Samples may be taken at the discretion of Akashvani and tested at BIS /NABL approved lab(s) as per provisions in this regard in the relevant IS codes, for which cost shall be borne by the Steel:			

		tenderer. In case the test results indicate that the Steel arranged by the tenderer does not conform to relevant IS Codes, the same shall be rejected.			
	e	Fasteners: i. Manufacturer's routine test certificates for bolts, nuts, washers etc. as laid down in relevant BIS code shall be submitted by the tenderer at the time of inspection. Samples may be taken at the discretion of Akashvani and tested at BIS /NABL approved lab(s) as per provisions in this regard in the relevant BIS codes, for which cost shall be borne by the tenderer. In case, the test results indicate that the Fasteners arranged by the tenderer does not conform to relevant BIS Codes, the same shall be rejected.			
	f	Galvanizing: The tenderer shall prepare a detailed galvanizing procedure including Flow Chart with control parameters and all plant standards as required above and submit to Akashvani as part of Quality Assurance Plan.			
	g	All standard tests, including quality control tests, in accordance with appropriate BIS standard shall be carried out unless otherwise specified herein.			
	h	The following test certificates should be made available at the time of inspection. All the test certificates shall be issued by BIS /NABL approved lab(s). 1. History of metallurgy and Original copies of the test certificates of steel as per the format prescribed by BIS Code. 2. Manufacturer's routine test certificates for bolts, nuts, washers etc. as laid down in relevant BIS code. 3. All standard tests, including quality control tests, in accordance with appropriate BIS standard regarding galvanizing. 4. All standard tests for welds as per BIS.			
	i	In addition to the provisions of clause regarding inspection, following shall also be included:			

	1. The tenderer shall keep Akashvani informed in advance about the time of starting and progress of manufacture and fabrication of various parts, so that it can be inspected, if required. 2. The acceptance of any part or items shall in no way relieve the tenderer of any part of his responsibility for meeting the overall requirement of the specifications. 3. Any member of the structure found not to comply with the approved drawings, shall be rejected. No member once rejected should be resubmitted for inspection except in case, where Inspecting Officer considers that the defect can be rectified. 4. All welded structures shall be subject to a non-destructive testing as per BIS code requirement and cost should be borne by the tenderer. 5. IS: 822 amended to date to be followed for inspection of welds and IS: 3600 (Part 1 to 9) amended to date to be followed for testing of welds. 6. All gauges, templates, jigs, fixtures, instruments necessary for inspection and testing shall be provided by the tenderer to Akashvanifor the purpose of inspection. 7. To ensure effective in-process quality control, it is essential that the manufacturer arrange all the testing facilitates for tests like, weight of zinc coating, tensile & shear strength, non-destructive testing of welds etc. The manufacturer should have proper quality assurance system in line with requirement of this specification. 8. Each Piece of steel work shall be distinctly marked before delivery in accordance with marking diagram and shall bear such and other marks as well to facilitate erection. 9. Each individual tower member shall carry a stamped mark (number) assigned to in the approved drawings. These stamping shall be done by a metal die of 16 mm size before galvanizing and on optimum depth so as to be clearly legible after galvanizing.			
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	1.9	CERTIFICATION & COMPLETION REPORT AFTER ERECTION OF TOWER:			
	a	After erection of tower, the tower structure shall be inspected and certified for its structural safety & firmness, verticality and all other design specifications by any IIT/SERC. Certified inspection report with all the observations, recommendations etc. shall be submitted to Akashvani. The recommendations/suggestions will have to be incorporated by the tenderer before submitting the final completion report. All costs on this inspection and post inspection corrections, if required, for completeness of the tower shall be borne by the tenderer. The concerned IIT/SERC should be made part of PDI in order to facilitate above certification.			
	b	The tenderer is also required to submit completion report colour printed and duly bound for the reference and record of Akashvani. A soft copy of the above must also be submitted.			
	1.10	GUARANTEE:			
	1	The tenderer shall guarantee the stability, safety, durability and satisfactory mechanical behavior of the structure under specified conditions of operation, wind pressure and loading, for a period of FIVE years from the date of the taking over of the tower.			
	2	In the event of structural failure or any component/part of the structure within the guarantee period specified above, the tenderer shall undertake to replace the components/parts which have failed and those which were damaged as a result thereof, free of cost and bear the expenditure to be incurred for re-erection of the tower.			
	3	All the Electrical/Electronic parts/materials such as AOL, Control Panels, cabling/wiring etc. shall be guaranteed for FIVE years from the date of handing over.			
		Section-II			
	2.0	TECHNICAL SPECIFICATIONS: All the BIS Specifications referred herein after			

		shall be read with the latest amendments i.e. up to the date of submission of tender offer.			
	2.1	FABRICATION AND DESIGN:			
	2.1.1	Tower steel section:			
	i	All tower members shall be made out of structural steel conforming to IS:2062 amended to date.			
	ii	The main members in legs, bracings, horizontals etc, shall not be less than 6mm thick.			
	iii	The secondary members, like hand-rails, ladders, redundant setc. shall not be less than 5mm thick.			
	iv	In case certain steel sections are not available in the market in the designed thickness, the next higher thickness available should be used.			
	2.1.2	Fasteners (Bolts, nuts and washers):			
	i	The tower members and other structures shall be connected/assembled by means of bolts and nuts with spring washers or locking nut.			
	ii	The quality of bolts should conform to mechanical properties as per IS:1367 amended to date and dimension to IS:6639 amended to date.			
	iii	The bolts shall be of minimum property class 8.8 as specified in IS:1367 (Part-3) amended to date.			
	iv	Nuts shall conform to IS:1363(Part-3) and appropriate property class as specified in IS:1367(Part-6) amended to date. Nuts should be double chamfered as per the requirement of IS:1363 amended to date.			
	v	The shear, bearing & tensile strength shall be in accordance with IS:800 amended to date. The fasteners shall be procured from reputed manufacturers such as UNBRAKO, TVS SUNDRAM, NEXO, BKR etc.			
	vi	(vi) All the bolts and nuts shall be galvanized by high temperature hot-dip galvanizing in accordance with IS:1367(Part-13) amended to date.			
	vii	The bolts shall be as per IS:12427 & IS:4000 amended to date.			

	viii	The plain and spring washers shall be hot-dip galvanized as per IS:1367 (Part-13) amended to date OR electro galvanized as per IS:1573 amended to date& IS:3655 amended to date, as applicable.																			
	ix	Nut Rotation From Snug Tight <table><tr><td>C Bolt length (as measured from underside of head to extreme end of point)</td><td>A bolt faces normal to bolt axis</td><td>One face normal to bolt axis & other face sloped not more than 1:20 (bevel washer not used)</td><td>Bolt faces slope not more than 1:20 from normal to bolt axis (bevel washers not used).</td></tr><tr><td>Upto including 4 dia.</td><td>1/3 turn</td><td>1/2 turn</td><td>2/3 turn</td></tr><tr><td>Over 4 dia. but not exceeding 8 dia.</td><td>1/2 turn</td><td>2/3 turn</td><td>5/6 turn</td></tr><tr><td>Over 8 dia. but not exceeding 12 dia.</td><td>2/3 turn</td><td>5/6 turn</td><td>1 turn</td></tr></table>	C Bolt length (as measured from underside of head to extreme end of point)	A bolt faces normal to bolt axis	One face normal to bolt axis & other face sloped not more than 1:20 (bevel washer not used)	Bolt faces slope not more than 1:20 from normal to bolt axis (bevel washers not used).	Upto including 4 dia.	1/3 turn	1/2 turn	2/3 turn	Over 4 dia. but not exceeding 8 dia.	1/2 turn	2/3 turn	5/6 turn	Over 8 dia. but not exceeding 12 dia.	2/3 turn	5/6 turn	1 turn			
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Over 8 dia. but not exceeding 12 dia.	2/3 turn	5/6 turn	1 turn																		
		Alternatively nuts may be tightened using a calibrated wrench so that the proof load of the bolt specified in IS: 1367 amended to date is achieved. “Snug tight is defined as the tightness attained by a few impacts of an impact wrench or the full effort of a man using an ordinary spud wrench. Following this initial operation, bolts shall be placed in remaining holes in the connection and brought to snug tight position”.																			
	2.1.3	Fabrication:																			
	i	The fabrication of tower components shall conform to IS:800 amended to date.																			
	ii	All steel sections shall be fabricated as per the approved drawings																			
	iii	Gas cutting, shearing, sawing, modification of holes, welding etc. is not permitted for finished members at the site.																			
	2.1.4	Drilling and punching:																			
	i	Holes for bolts shall be drilled or punched with jig, but drilled holes shall be preferred. Punching may be adopted for thickness up to 5 mm. Tolerances regarding punched holes are as follows.																			
	a	Holes must be perfectly circular and no tolerance in this respect will be permissible.																			

	b	The maximum allowable difference in diameter of the holes on the two sides of plates or angles shall be 0.8 mm i.e., the allowable tolerance in punched holes should not exceed 0.8 mm on diameter.			
	ii	Drilled & punched holes must be square with the plates or angles and have their wall parallel.			
	iii	Holes on both side of the bend line in a bent member shall be drilled after bending.			
	iv	The mild steel section up to 75×75×6 may be bent by cold process up to bend angle 10o and all other angle sections and bend angles shall be bent by hot process.			
	v	The formation of bends by the “Cut & Weld” method unless specified in drawings is not permitted without prior approval of Akashvani.			
	vi	No angle member shall have two leg flanges brought together by closing the angle.			
	2.1.5	Welding:			
	i	Welding, if any, shall be carried out in accordance with IS:816, IS: 2879, IS:1024 and IS:9595 amended to date as appropriate			
	ii	Butt welding shall be carried out either by submerged arc or shielded arc welding.			
	iii	Pre-heating and post heating shall be employed as may be necessary for welding members			
	iv	For welding of any particular type of joint, welder shall give evidence, acceptable to Akashvani of having satisfactorily completed appropriate tests as described in relevant BIS codes.			
	2.1.6	Tolerance: Fabrication tolerances shall not exceed those specified in IS:7215amended to dateas applicable to group B structures			
	2.1.7	Galvanizing:			

	i	All steel tower members shall be hot dip galvanized after fabrication is completed. The galvanizing of the tower members shall conform to IS:2629 amended to date, IS:4759 amended to date & IS:4736 amended to date.			
	ii	The thickness of hot dip galvanizing shall be generally 120 microns (equivalent to 860g/m ² of Zinc (Coating) in accordance with IS:4759 amended to date.			
	iii	The bidder shall arrange for procurement of Zinc required for galvanizing the structure. The Zinc required for galvanizing shall conform to IS: 209 amended to date or IS:13229 amended to date. All galvanized members shall withstand test as per IS:2633 amended to date.			
	iv	All the bolts and nuts shall be galvanized by high temperature hot-dip galvanizing in accordance with IS:1367(Part-13) amended to date.			
	v	The plain and heavy washers and spring washers shall be hot-dip galvanized as per IS:1367 (Part-13) amended to date OR electro galvanized as per IS:1573 amended to date, IS:3655 amended to date & IS: 3203 amended to date, as applicable.			
	2.1.8	All the steps shall be taken by tenderer /manufacturer as per IS:9172 amended to date to prevent corrosion			
	2.2	FOUNDATION:			
	i	The tenderer is advised to inspect the tower site and acquaint himself with the local terrain & site conditions, soil conditions, nature of sub soil, water table and its seasonal variations, area contours etc. and to make such local enquiries, as may be necessary for any data required by him, before quoting his rates for foundation of the tower.			
	ii	The R.C.C foundation, tie beams etc, shall be designed and constructed in accordance with IS:11233 amended to date, IS:456 amended to date and other application codes. The minimum grade of concrete used shall be M-25.			

	iii	For the purpose of this bid, the tenderer shall quote the rates (in the commercial bid) on the basis of 8.2 MT/ Sq. M Soil Bearing Capacity (SBC) at 3 m depth. The tenderer shall also quote for “Extra for reduced Soil Bearing Capacity (SBC) below 8.2 MT /Sq. M for every 0.55 MT/Sq. M decrease.”			
	iv	The successful tenderer shall carry out soil tests through NABL approved Laboratory. When a test boring is conducted, all safety requirements are to be taken/ adhered from human safety aspect. Complete test observations will have to be recorded and furnished to Akashvani After taking samples, the bored hole should be closed properly.			
	v	The cement, sand and aggregate used shall be of best grade and shall be mixed in a mechanical mixer as per the design. The foundation shall be watered and cured for at least 14 days and the erection of the tower shall be commenced only after the foundations are thoroughly cured. Measurements of levels of all tower footings will be taken in the presence of Akashvani representative.			
	vi	Foundation is to be protected by provision of pitching work on sloping terrain to protect the foundation from erosion.			
	vii	In case of rock anchorage type foundation, workmanship & other requirements shall be in accordance with IS: 10270 amended to date.			
	viii	Anchorage bolts to concrete pedestal from tower is to be checked with the clauses mentioned in ACI:318-14 Chapter 17.			
	2.3	VERTICALITY TOLERANCES, DEFLECTION, TWIST& SWAY:			
	2.3.1	UNDER STILL AIR CONDITIONS: The tower shall be vertical after erection and no straining shall be permitted to achieve this. The verticality of tower shall be within the provisions of Table-1(III) (b) of IS: 12843:1989 amended to date, viz. $\pm H/1500$ or ± 25 mm (whichever is less) for towers over 30 M			

		height i.e. the bottom of the line joining to the centre of the top of the tower and the centre of the base of the tower shall be within this limit. (H refers to the height of the tower).			
	2.3.2	2.3.2. UNDER MAXIMUM WIND LOAD CONDITIONS:			
	i	The horizontal deflection of the vertical axis of tower shall not be more than 1° (degree) at various levels including top, under maximum wind and other critical loading conditions. A sketch showing deflection of the vertical axis of tower as per Annexure-IV is enclosed for reference only. The deflection at top of tower shall be checked as per the provision made in latest IS:800: 2007. The reaction at base shall be unfactored.			
	ii	The angular twist shall not exceed 0.5 degree refer Annexure-V.			
	2.4	PROTECTION AGAINST LIGHTNING: The tower shall be provided with a suitably designed complete system of lightning protection in accordance with provision of IS:2309 (amended to date) including necessary earthing based on the specific resistivity of the soil and sub-soil water level. The lightning protection system shall be got approved from Akashvani, before execution. Copper strip of size 50 mm × 2 mm is to be provided for Lightning Arrester from top of the tower to the ground along with separate earthing (2 Nos. earthing).			
	2.5	2.5. PAINTING :			
	a	The details regarding painting of tower are given below:-			
	i	The tower shall be given one coat of ETCH primer (2 Pack) followed by two coats of Epoxy Red Oxide Zinc Phosphate Weldable primer(Two component) and two or more coats of Polyurethane Full Gloss Enamel(Two Pack) paint after erection. The tower shall be painted to have equal alternate bands of international orange and white colours with top and bottom bands			

		painted in orange as per latest International Civil Aviation Organization Recommendations.			
	ii	The paints used in painting shall be in accordance with IS: 13213 amended to date.			
	iii	Etch primer shall conform to IS: 5666 amended to date and Epoxy Red Oxide Zinc Phosphate Weldable primer (Two components) shall conform to IS: 14506 amended to date.			
	iv	Painting shall be done in accordance with IS: 1477 Part I & II amended to date.			
	v	The minimum dry film thickness shall be 8 microns of ETCH primer, 25 microns of each coat of Epoxy Red Oxide Zinc Phosphate Weldable primer (Two component) and 35 microns of each coat of Polyurethane Full Gloss Enamel (Two Pack) paint. The overall Dry Film Thickness (DFT) should not be less than 128 microns.			
	2.6	EARTHING: All the four tower legs shall be earthed individually, following the standard practice of earthing of such structures in level ground and mountainous regions (Details shall be attached with the tender). The earth resistance of the tower earthing shall be less than 1 ohm. A suggestive drawing No. TM-16597 for earthing is enclosed.			
	2.7	FACILITIES ON TOWER: The following facilities are required to be provided on tower:			
	2.7.1	PLATFORM:			
		Provision of platform for access to the antenna and cables at different levels to be made as indicated in Annexure-II. 1.5 meter high handrails would be provided at each level with expanded metal net for additional safety. Platform flooring will consist of chequered plate conforming to IS:3502 amended to date and shall be designed as to take stationary and moving load of 4 persons plus equipment (weighing			

		about 100 Kg.). At each platform "Toe-plates"(6") as a form of protection against accidental dislodging of small tools, are to be provided.			
	2.7.2	LADDERS:			
	i	An internal ladder of width not less than 450 mm starting from ground level of the tower and going up to the top with openings at all the platforms shall be provided. The ladder shall be foldable/ retractable at the ground level and length of foldable/retractable portion of ladder should not be more than 1.5M. The ladder shall be hooped type with FREE FALL PREVENTION SYSTEMfor safety of the climbing personnel. The face on which the ladder is to be provided shall be intimated by Akashvanibefore the commencement of erection of tower.The free fall prevention system shall confirm to EN - 353-1 amended to date (Vertex PN 700). The wire shall be steel grade 316. The shock absorber shall be installed to reduce the impact if fall on victim as well as the structure. The intermediate shall be provided at every 10 m to reduce the vibration due to wind.			
	ii	Rungs of the ladder shall be clear of any obstructions to the climber and equally spaced by not more than 300 mm.			
	2.7.3	AVIATION OBSTRUCTION LIGHTS & POWER SUPPLY CABLES:			
	a	LED based Aviation Obstruction Lights including beacon light (with twin aviation obstruction light arrangement in 'ON' duty and 'STANDBY' mode with alarm monitoring) should be provided.The globes and their housings shall be strong, weather proof and of approved manufacturer. There shall be 2 lights located diagonally at each level, except the top level. The aviation obstruction lighting arrangement shall be as per latest International Civil Aviation Organization Recommendations.			

b	Power supply load of the aviation lights shall be evenly distributed on all the three phases, in order to ensure that with failure of the single phase all the lamps at each level do not go off. The power supply cable for the lights shall conform to IS: 1554 amended to date or the power supply cables for the aviation lights shall be liberally rated and shall conform to the latest Indian Standard specifications.			
c	One No., 3 Core, 6 Sq. mm copperconductor (Stranded), XLPE insulated, sheathed, weatherproof, armoured Power Supply cable for Multipoint power sockets on each platform shall be supplied and laid & clamped to the cable rack. This cables shall be terminated in SP&N MCB of suitable rating in a suitable weather proof metal box at the tower base including the earthing etc. Power sockets with switches of suitable rating shall be provided and suitably mounted at each platform in weatherproof boxes.			
d	Two Nos. 4 core, suitably rated, copper conductor, XLPE insulated, sheathed, weather proof, armoured power supply cable for AOL shall be provided and laid on vertical Cable Tray and fixed with cable clamps. This cable shall be terminated in TP&N MCB of suitable rating in a suitable weatherproof metal box at the tower base including the earthing etc.			
e	Distribution of supply to Aviation Obstruction Lights shall be through suitable weatherproof junction boxes with suitable mounting.			
f	The successful tenderer shall provide temporary Aviation Obstruction Lights during erection of tower as soon as the tower reaches the height of 25 meters or such heights as prescribed in latest International Civil Aviation Organization Recommendations			
g	A “Sun Switch” is required to be provided for AOL so that these are “ON” automatically, if sufficient sunlight is not available around tower. In no case, Sun Switch is to be installed inside a room or covered space.			

	h	The details of Power Supply arrangements for aviation obstruction lights shall be provided with the tender.			
	i	The LED based AOL offered shall be approved by National Physical laboratory (NPL) / ERTL / and test report for the same must be submitted with the offer as well as with the material.			
	j	The detailed circuit diagram of the AOL, No. of LEDs used, details of configuration of LEDs (series parallel arrangement etc.) should be submitted with the offer.			
	2.7.4	CABLE RUN-WAY AND ANTENNA SUPPORTING FIXTURES:			
	a	Vertical Cable Rack/Tray: The vertical cable rack for laying cables as indicated in Para 2.8.2 starting from the base to the top of the tower shall be provided. This cable rack shall be routed along the tower face or leg and should be just behind the climbing ladder or be a part of this for easy accessibility. The cable rack shall carry all the RF feeder cables, AOL & Service cables etc. It should have provisions for fixing the cable clamps. Vertical cable tray shall be provided as per drawing No. TM-16640. Vertical cable tray is to be painted in accordance with Para 2.5 above.			
	b	Side Mounted FM Antenna Fixtures: Provision for fixing 100 mm inner dia. supporting seamless GI pipe category Class "C" of 20M length for FM Side Mount (Pole type) Antenna-6 Bay as per drawing No. TM-16599 shall be made on three faces of the tower. This supporting pole will be fixed in FM Side Mount antenna aperture on one of the three faces, to be intimated at the time of erection of tower. The fixtures of the antenna shall not foul with the cable routing from the power divider to the antenna. The above pipe shall be supplied by the tenderer as part of tower.			
	c	Top Mounted second channel FM Antenna Fixtures: Provision is to be made for fixing 200 mm inner dia.			

		seamless GI pipe category Class “C” of 12 M length as per suggestive drawing Annexure-II for supporting top mount VHF FM Pole Type Antenna for second channel in future.			
	d	Horizontal Cable Rack/Tray: The cable run between the tower base & transmitter building shall be through a horizontal cable tray to be provided by the tenderer. The rack will be supported on 75 mm inner dia. category Class “C” G.I. pipes or 60x60x5mm G.I. angle iron structures & the rack will be covered by Semi Circular or suitable design 16 SWG G.I. sheet cover. The tenderer must quote for the horizontal cable rack on the basis of per meter rates. The pricing for horizontal cable rack should include the laying charges of all cables on this tray. Horizontal cable tray shall be provided as per drawing No. TM-14453/3 and shall be connected to vertical cable tray with intersection. Pipes or angle frames should be grouted with RCC in ground as per practice and have a height of 4 Meters from the ground. Horizontal cable tray is to be painted in accordance with Para 2.5 above			
	2.8	2.8. TOWER LOADING DETAILS DUE TO FM ANTENNA, MICROWAVE DISH, MOBILE ANTENNA, RF CABLES ETC. ARE GIVEN BELOW:			
	2.8.1	2.8.1. The tower shall be designed to take self-load and wind load as per details of load given below. Ice loading shall also be taken into consideration as per site requirement, if required. These are in addition to self-loading of tower.			

		<table><tr><th>S. No.</th><th>Description</th><th>Net weight (Kg)</th><th>Wind load (Kg)</th><th>Remarks</th></tr><tr><td>1.</td><td>VHF Band II FM Side Mount antenna- 6Bay (Pole Type)</td><td>600</td><td>900 @ 198 Km/hr. without ice</td><td>Weight & wind loading due to support column&mounting accessories not included.</td></tr><tr><td>2.</td><td>VHF Band IIFM Side Mount antenna 4 Bay (Pole Type) (Provision for Future)</td><td>450</td><td>900 @ 198 Km/hr. without ice</td><td>Weight & wind loading due to support column & mounting accessories not included.</td></tr></table>	S. No.	Description	Net weight (Kg)	Wind load (Kg)	Remarks	1.	VHF Band II FM Side Mount antenna- 6Bay (Pole Type)	600	900 @ 198 Km/hr. without ice	Weight & wind loading due to support column&mounting accessories not included.	2.	VHF Band IIFM Side Mount antenna 4 Bay (Pole Type) (Provision for Future)	450	900 @ 198 Km/hr. without ice	Weight & wind loading due to support column & mounting accessories not included.			
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	2.8.2	2.8.2. The following cables are to be installed on tower. Wind loading due to these may also be taken into consideration.																		
		<table><tr><th>S. No.</th><th>Description of items with weight in Kg</th><th>Qty.</th></tr><tr><td>1.</td><td>4" RF cable for FM antennas (Approx 3.50 kg/m)</td><td>2Nos.</td></tr><tr><td>2</td><td>1 $\frac{5}{8}$ " RF cable for FM antennas (Approx 1.50 kg/m) (Provision for Future)</td><td>2Nos.</td></tr><tr><td>4.</td><td>3 Core, 6 Sq. mm Power Supply cable*</td><td>1 No.</td></tr><tr><td>5.</td><td>Solid State Aviation Obstruction Light cable* etc. (with twin circuit arrangement)</td><td>2Nos.</td></tr></table>	S. No.	Description of items with weight in Kg	Qty.	1.	4" RF cable for FM antennas (Approx 3.50 kg/m)	2Nos.	2	1 $\frac{5}{8}$ " RF cable for FM antennas (Approx 1.50 kg/m) (Provision for Future)	2Nos.	4.	3 Core, 6 Sq. mm Power Supply cable*	1 No.	5.	Solid State Aviation Obstruction Light cable* etc. (with twin circuit arrangement)	2Nos.			
S. No.	Description of items with weight in Kg	Qty.																		
1.	4" RF cable for FM antennas (Approx 3.50 kg/m)	2Nos.																		
2	1 $\frac{5}{8}$ " RF cable for FM antennas (Approx 1.50 kg/m) (Provision for Future)	2Nos.																		
4.	3 Core, 6 Sq. mm Power Supply cable*	1 No.																		
5.	Solid State Aviation Obstruction Light cable* etc. (with twin circuit arrangement)	2Nos.																		
		(* Items are to be supplied by tenderer including lugs, connectors etc.)																		
	2.8.3	The weight & wind loading due to mounting accessories of FM Side Mount antenna(6-Bay) and 100 mm inner dia. seamless G.I. pipe category “C” of 20M length is required to be taken into consideration for loading by the tenderer as per design.																		
	2.9	WORKMANSHIP:																		
	a	All workmanship for foundation work shall be in accordance with specifications, approved drawings and IS: 456 amended to date.																		
	b	The tenderer shall carryout excavation in all kind of soils. While excavating, excavation shall be adequately supported or formed to ensure stability of the sides and prevents any damage to the surrounding ground or structures.																		
	c	Excavation material suitable for re-use as backfill shall be stored within the site working area.																		

d	For excavation in cohesive soil the final 150mm above foundation bottom level shall only be removed immediately prior to placing to M10 concrete pad.			
e	The tenderer shall not permit water accumulation in excavated pit.			
f	The tenderer shall carry out concrete trial mix using representative materials. Mix proportioning shall be carried out under full scale condition as per IS: 10262 amended to date. The testing shall be carried out in accordance with IS: 456 amended to date. Minimum three test cubes shall be tested.			
g	The aggregate and cement shall be proportioned by means of efficient weigh batching machines. The machine shall be maintained & cleaned periodically.			
h	The concrete shall be mixed in batches, in concrete mixing machines, which shall comply to IS Codes. Manual or hand mixing is not permitted.			
i	The tenderer shall carry out slump or other workability tests as required during concreting of work, in order to relate the degree of workability of the mix to the values obtained during the trial mix.			
j	All frameworks shall be accurately constructed to produce the correct foundation shape and shall be sufficiently strong to withstand pressure arising from concrete during placement and compaction.			
k	Reinforcement bar shall be bent and fixed in accordance with procedure specified in IS: 2502 amended to date. The high strength deformed steel bars should not be re-bent, straightened. All the reinforcement should be placed and maintained in the position as shown in the drawing by providing proper block, spacers and supporting bar			
l	The concrete shall be placed in layer maintaining proper cover of reinforcement, which shall be compacted by vibrators.			
m	The curing & protection shall be as per BIS standards, after compaction of the			

		concrete and shall ensure adequate protection.			
	n	Backfilling shall be compacted in 300 mm layers to achieve a bulk density of not less than 1.7 MT/m ³ .			
	o	The tenderer shall clear the site from all surplus soil and other materials before handing over the tower to Akashvani.			
	p	Inspection and testing of concrete work shall be in accordance to provisions of IS: 456 amended to date.			
	q	In case of rock anchorage type foundation, workmanship & other requirements shall be in accordance with IS:10270 amended to date.			
	r	Testing of concrete quality is to be performed as per methods stated in IS: 516 -1959 (Reaffirmed 2004).			
	s	If it is required to check the concrete strength in-site IS:1331(Part I & II, Reaffirmed 2004) method of test is to be performed.			
	2.10	Marking of Members Each individual tower member shall carry a stamped mark (number) assigned to in the approved drawings. These stamping shall be done by a metal die of 16 mm size before galvanizing and on optimum depth so as to clearly legible after galvanizing. A plate indicating the name of the tower, Specification No., AT No., Manufacturer's identity and year of manufacture shall be supplied by the tenderer for display at the bottom of the tower.			
	2.11	Packing: The material shall be boxed or bundled for transport in the following manner:			
	a	Angle shall be packed in bundles securely wrapped four times around at each end and over 900 mm with No. 9 SWG gauge wire with ends twisted tightly. Gross weight of any bundle shall not exceed 450 Kg.			
	b	Angles, brackets, plates and similar small loose pieces shall be tested and bolted together in multiples, and securely wired together through holes wrapped round at least four times with			

		No. 9 SWG steel wire and ends twisted tightly. Gross weight of each bundle shall not exceed 70 Kg.			
	c	The correct numbers of bolts, nuts and washers plus extra bolts, nuts and washers for the tower shall constitute a packing unit and shall be dispatched packed in crates or wooden boxes strong enough to withstand the normal vigorous transit and handling. The various sizes of bolts, nuts and washers shall be kept in separate bags inside the main container. Each container shall carry a list of the bolts contained therein printed in water-proof ink, resistant to moisture. Weight of the container shall not exceed 70 Kg.			
	2.12	Marking of Packages Each bundle or package shall have the following details marked on it.			
	a	The name and address of the Consignee			
	b	The relevant marks and number of tower members or reference of bolts, nuts and small components like gusset plates, various attachments etc. for easy identification.			
	c	The marking shall be stenciled in indelible ink on the top member of the bundle of tower steel and on wooden boxes or gunny bags containing smaller components.			
	d	Akashvani shall, in no case, be responsible for loss of any package or bundle during transit. It shall be the responsibility of the bidder to replace the lost items free of cost.			
	2.13	Additional items of works			
		Mounting of Antenna system: After the erection of the tower, the tenderer shall also mount FM Side Mount antenna- 6 Bay (Pole Type), RF cable, junction boxes etc. on the tower. The antenna system and RF feeder cables will be provided by Akashvani. For the sake of completeness of works, the tenderer may have to undertake minor/major items of works that may become necessary for the mounting of antenna system mentioned here to.			

		Section-III			
	SCHEDULE OF REQUIREMENTS/MATERIALS (UN-PRICED) FOR 75 M SELF SUPPORTING LATTICE STEEL TOWER				
	(I). SUPPLY OF MATERIAL AT SITE: (All the following items shall confirm to detailed Akashvani Specification)				
	Sl No	Description	Quantity	Unit	Tender's compliance with make and model
	1	Supply of 75 m tower superstructure materials as per Akashvani Specification complete as required. # Quantity in Metric Ton (MT) offered to be mentioned by tenderer.	#	MT	
	2	Supply of Vertical ladder materials with Free Fall Prevention system complete as required.	1	Lot	
	3	Supply of Vertical Cable Rack/Tray materials as per specification complete as required.(Rate per meter shall be quoted)	75*	m	
	4	Supply of Horizontal Cable Rack/Tray materials as per specification complete as required.(Rate per meter shall be quoted)	25*	m	
	5	Supply of 100 mm inner dia. category Class 'C', seamless GI pipe of 20M length.	1	Job	
	6	Supply of LED based Aviation Obstruction Light including beacon light (with twin aviation obstruction light arrangement in 'ON' duty and 'STANDBY' mode with alarm) along with Sun-Switch, Control Panel (with MCBs, alarm indicators etc.), Power Supply Cable and accessories etc. complete as required.	1	Set Complete	
	7	Supply of Lightning Arrester materials/arrangements including earthing materials for separate earthing (2 Nos. earthing) alongwith Copper strip of size 50 mm × 3 mm from top of the tower to the ground with lug etc. complete as required.	1	Set	
	8	Supply of 3 Core, 6 Sq.mm, Copper Conductor (Standed), XLPE insulated,	100*	m	

		Sheathed, armoured, weather proof Power Supply Cable with lugs etc. complete as required.			
	9	Supply of 32 A, SP&N MCB along with weather proof metal boxes with multipoint power sockets and switches at base and each platforms, earthwire etc. complete as required.	1	Set complete	
	10	Supply of tower earthing system materials for 75 m tower (4 Nos. earthing) along with copper strips as per specification.	1	Set complete	
	11	Any other item (s) required for the completeness of the DSETC of 75 m tower. Item wise details (including part No., if any) are to be given by the tenderer.	1	Set	
		Total of supply(A)			
		*Length mentioned is for ranking purpose only, however actual running length at sites shall be considered for payment to Tenderer by Akashvani.			
	2) WORKS (B)	(All the following works shall conform to detailed Akashvani Specification)			
	Sl. No	Description	Quantity	Unit	
	1	Preparation and submission of design documents & design drawings of Foundation and Tower structure approved by any IIT/SERC alongwith certificate from IIT/SERC testifying the soundness and safety of design of foundation and tower structure as per Akashvani specification (in hard & soft copies) to Zonal ADG (E). (Within two Months of issue of Acceptance of Tender) - 2 Sets Complete	1	Job	
	2	Excavation of earth & casting of tower foundation including Supply of complete raw materials, hardware, labour, site clearance etc. as per Akashvani specification complete as required.	1	Job	
	3	Fabrication, Galvanizing, Painting, Erection, Testing and Commissioning of 75M Self Supporting Lattice Steel tower at site as per Akashvani specification complete as required.	1	Job	

4	Fixing of Vertical ladder with Free Fall Prevention System complete as required.	1	Job	
5	Fixing of Vertical Cable Rack/Tray with clamps complete as required. (Rate per meter shall be quoted).	75	m	
6	Fixing of Horizontal Cable Rack/Tray with clamps complete as required. (Rate per meter shall be quoted).	25	m	
7	Fixing of 100 mm dia Class 'C', seamless GI pipe of 20 M length for mounting provisions for VHF FM Antenna complete as required.	1	Job	
8	Painting of tower including paint materials complete as required.	1	Job	
9	Fixing of LED based Aviation Obstruction Lights along with cable & MCB complete as required.	1	Job	
10	Installation of Tower Lightning Arrester and earthing work (2 Nos. earthing) alongwith laying of Copper strip of size 50 mm × 3 mm from top of the tower to the ground with lugs etc. complete as required.	1	Job	
11	Hoisting of FM Side Mount Antenna-6 Bay complete as required	1	Job	
12	Laying of RF Cable complete as required	1	Job	
13	Laying of Power Supply Cable and fixing of weather proof metal boxes with Multipoint Power sockets and switches at base and each platforms, fixing of 32 A, SP&N, MCB including connections, testing etc. complete as required.	1	Job	
14	Earthing work for tower (4 Nos. earthing) complete as per Akashvani specification.	1	Job	
15	Soil testing with detailed report & document(s) (in soft & hard copies)	1	Job	
16	Inspection and certification for structural firmness, verticality and all other design specifications by any IIT/SERC after erection of tower and submission of inspection report & certificate (s) (in hard & soft copies) to Zonal ADG (E).-2 Sets Complete	1	Job	
17	Preparation and submission of completion report including photographs showing complete tower as well as each section of 15M length from base to top, horizontal cable tray	1	Job	

		and foundation processes starting of excavation, steel layout and reinforcements etc. to leveled finished foundation and submission of the same completion report (in soft & hard copies) to: (a) Akashvani Station -1 Set (b) Zonal Office -1 Set (c) Akashvani Directorate -1 Set			
	18	Pre-dispatch inspection of tower materials at the works of tenderer/tower manufacturer	1	Job	
	19	Any other works required for the completion of DSETC of 75m tower. Break up details of work are to be given by the tenderer.	1	Job	
		TOTAL OF WORKS (B)			
	20	Additional charges for reduced soil bearing capacity below 8.2 MT/Sq. M for every 0.55 MT/Sq. M decrease.	1	Job	
	21	Additional charges for requirement of pile foundation or any other type of foundation as approved by any IIT/SERC due to typical soil condition/water table.	1	Job	
		TOTAL OF WORKS (C)			
		Information to be provided along with Technical bid			
	1	Due Date of the Tender			
	2	Validity of the quotation (120 days)			
	3	Delivery Period (300 days)			
	4	Warranty (Five years)			
	5	Company Registration No			
	6	GST Registration No			
	7	PAN No			
	8	Any other information			

PRICE BID FORMAT/ SCHEDULE OF RATES**AIR Tender No. J-11022/24/2025-PURCHASE-ADG(E)-(SZ) Date: 20-08-2025**

Project :	Design, Supply, Erection, Testing and Commissioning (DSETC) of 75 M Self Supporting Lattice Steel Tower including provision of mounting for installation of VHF FM Antenna etc. for Akashvani FM Station at Chintapalli, Andhra Pradesh- 1 Job. (As per Akashvani Specification)						
BECIL EOI No :	BECIL/DGM/AIR CHINTAPALLI/75Mtr Tower /2025-26 Dated: 12-09-2025						
Name of firm / Company :							
Complete Postal Address:							
Quotation No:							
Validity Offer:	120 Days						
Delivery Period:	300 days						
Warranty & Guarantee Period :	5 Years						
S. No .	Description of Items/ works	Qty	Unit	HSN /SAC Code	Make & Model	Unit Cost	Amount
Supply of Material (A)							
1	Supply of 75M tower superstructure materials as per AIR Specification complete as required. # Quantity in Metric Ton (MT) offered to be mentioned by tenderer.		MT				
2	Supply of Vertical ladder materials with Free Fall Prevention system complete as required.	1	Lot				
3	Supply of Vertical Cable Rack/Tray materials as per specification complete as required.(Rate per meter shall be quoted)	75	M				
4	Supply of Horizontal Cable Rack/Tray materials as per specification complete as required.(Rate per meter shall be quoted)	25	M				

5	Supply of 100 mm inner dia. category Class 'C', seamless GI pipe of 20 M length.	1	Job				
6	Supply of LED based Aviation Obstruction Light including beacon light (with twin aviation obstruction light arrangement in 'ON' duty and 'STANDBY' mode with alarm) along with Sun-Switch, Control Panel (with MCBs, alarm indicators etc.), Power Supply Cable and accessories etc. complete as required.	1	Set				
7	Supply of Lightning Arrester materials/arrangements including earthing materials for separate earthing (2 Nos. earthing) alongwith Copper strip of size 50 mm × 3 mm from top of the tower to the ground with lug etc. complete as required.	1	Set				
8	Supply of 3 Core, 6 Sq.mm, Copper Conductor (Stranded), XLPE insulated, Sheathed, armoured, weather proof Power Supply Cable with lugs etc. complete as required.	100	M				
9	Supply of 32 A, SP&N MCB along with weather proof metal boxes with multipoint power sockets and switches at base and each platforms, earthwire etc. complete as required.	1	Set				
10	Supply of tower earthing system materials for 100M	1	Set Complete				

	tower (4 Nos. earthing) along with copper strips as per specification.						
11	Any other item (s) required for the completeness of the DSETC of 75 M tower. Item wise details (including part No., if any) are to be given by the tenderer.	1	Set				
TOTAL OF SUPPLY (A)							
Works (B)							
1	Preparation and submission of design documents & design drawings of Foundation and Tower structure approved by any IIT/SERC alongwith certificate from IIT/SERC testifying the soundness and safety of design of foundation and tower structure as per AIR specification (in hard & soft copies) to Zonal ADG (E). (Within two Months of issue of Acceptance of Tender) - 2 Sets Complete	1	Job				
2	Excavation of earth & casting of tower foundation including Supply of complete raw materials, hardware, labour, site clearance etc. as per AIR specification complete as required.	1	Job				
3	Fabrication, Galvanizing, Painting, Erection, Testing and Commissioning of 75M Self Supporting Lattice Steel tower at site as per AIR specification complete as required.	1	Job				

4	Fixing of Vertical ladder with Free Fall Prevention System complete as required.	1	Job				
5	Fixing of Vertical Cable Rack/Tray with clamps complete as required. (Rate per meter shall be quoted).	75	M				
6	Fixing of Horizontal Cable Rack/Tray with clamps complete as required. (Rate per meter shall be quoted).	25	M				
7	Fixing of 100 NB Class 'C', seamless GI pipe of 20 M length for mounting provisions for VHF FM Antenna complete as required.	1	Job				
8	Painting of tower including paint materials complete as required.	1	Job				
9	Fixing of LED based Aviation Obstruction Lights along with cable & MCB complete as required.	1	Job				
10	Installation of Tower Lightning Arrester and earthing work (2 Nos. earthing) along with laying of Copper strip of size 50 mm × 3 mm from top of the tower to the ground with lugs etc. complete as required.	1	Job				
11	Hoisting of FM Side Mount Antenna-6 Bay complete as required	1	Job				
12	Laying of RF Cable complete as required	1	Job				
13	Laying of Power Supply Cable and fixing of weather proof metal boxes with Multipoint Power sockets and switches at base and each platforms, fixing	1	Job				

	of 32 A, SP&N, MCB including connections, testing etc. complete as required.						
14	Earthing work for tower (4 Nos. earthing) complete as per AIR specification.	1	Job				
15	Soil testing with detailed report & document(s) (in soft & hard copies)	1	Job				
16	Inspection and certification for structural firmness, verticality and all other design specifications by any IIT/SERC after erection of tower and submission of inspection report & certificate (s) (in hard & soft copies) to Zonal ADG (E).-2 Sets Complete	1	Job				
17	Preparation and submission of completion report including photographs showing complete tower as well as each section of 20 M length from base to top, horizontal cable tray and foundation processes starting of excavation, steel layout and reinforcements etc. to leveled finished foundation and submission of the same completion report (in soft & hard copies) to: (a) AIR Station -1 Set (b) Zonal Office -1 Set (c) AIR Directorate -1 Set	1	Job				
18	Pre-dispatch inspection of tower materials at the works	1	Job				

	of tenderer/tower manufacturer						
19	Any other works required for the completion of DSETC of 75 M tower. Break up details of work are to be given by the tenderer.	1	Job				
TOTAL OF WORKS (B)							
20	Additional charges for reduced soil bearing capacity below 8.2 MT/Sq. M for every 0.55 MT/Sq. M decrease.	1	Job				
21	Additional charges for requirement of pile foundation or any other type of foundation as approved by any IIT/SERC due to typical soil condition/water table.	1	Job				
TOTAL OF WORKS (C)							
Total Supply (A)+ WORKS (B)+Additional (C)							
GST							
Grand Total							
SIGNATURE OF THE BIDDER SEAL OF THE COMPANY							

PRE-BID AGREEMENT

between

Broadcast Engineering Consultants India Ltd
(A Government of India Enterprise)
C-56 / A-17, Sector- 62 Noida- 201307, U.P.

and

[vendor name]
[Vendor Address]

TABLE OF CONTENTS

ARTICLE 1: PREAMBLE

ARTICLE 2: GENERAL

ARTICLE 3: PROJECT BACKGROUND AND SCOPE OF WORK

ARTICLE 4: ROLES AND RESPONSIBILITIES

ARTICLE 5: COOPERATION OF THE TRANSACTION

ARTICLE 6: PERIOD OF AGREEMENT

ARTICLE 7: PAYMENT AND COMMERCIAL

ARTICLE 8: GENERAL TERMS & CONDITIONS

SCHEDULE 1: DETAILED SCOPE OF WORK

PRE-BID AGREEMENT

This Pre-Bid Agreement is executed at _____ th day _____ 2025 ("Effective Date").
Noida on this _____ of _____ .

Between

Broadcast Engineering Consultants India Limited, a Mini Ratna Public Sector Enterprise of the Government of India having its Registered Office at 56-A/17, Block-C, Sector-62, Noida -201301 (U.P.) and Head Office at 14-B IP Estate Ring Road, New Delhi -110002 acting through **Rajender Singh (hereinafter referred to as "**BECIL or First Party**") which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns.**

AND

M/s [Vendor full Name], registered under the Companies Act, 2013, having registered office at [Vendor full Address] acting through Mr. [Vendor representative name] (hereinafter referred to as "[Vendor short name]" or "Second Party**") which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns.**

BECIL and [vendor name] are individually referred to as "**Party**" and collectively as "**Parties**".

ARTICLE 1: PREAMBLE

WHEREAS BECIL represents that it is an ISO 9001:2015, 27001:2013, ISO/IEC 20000:2012 certified, Mini Ratna, Central Public Sector Enterprise (CPSE) of Government of India, which was established on 24th March 1995. BECIL provides Project Consultancy services, Turnkey solutions, System integration, Operation & Maintenance for the entire gamut of radio and television broadcast engineering. BECIL has also diversified into the domain of businesses pertaining to Strategic National Importance and has won major Projects/ Tenders in the field of Security & Surveillance, IT Networking & Data Centre and Communication Intelligence, Third Party Audit of Optical Fiber Networks.

WHEREAS [vendor name] _____ intro _____.

WHEREAS [The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai] (hereinafter called "[ADG(E-SZ)]") has issued a tender vide tender no. J-11022/24/2025-PURCHASE-ADG(E)-(SZ) DATE: 20-08-2025 for [DESIGN, SUPPLY, ERECTION, TESTING AND COMMISSIONING (DSETC) OF 75 M SELF SUPPORTING LATTICE STEEL TOWER INCLUDING PROVISIONS OF MOUNTINGS FOR INSTALLATION OF VHF FM ANTENNA ETC. FOR AKASHVANI FM STATION AT CHINTAPALLI, ANDHRA PRADESH] hereinafter referred to as "Tender" /"Work" /"Project" (hereinafter called as **Tender or [ADG(E-SZ)] Tender or Primary Tender)**

WHEREAS BECIL published EOI No BECIL/DGM/AIR CHINTAPALLI/75Mtr Tower/2025-26 Dated: 12-09-2025 (Hereinafter referred as "BECIL's EOI**) for**

Selection Of Backend Technology Partner/Consortium Partner For Execution In Tender For “Design, Supply, Erection, Testing And Commissioning (DSETC) Of 75 M Self Supporting Lattice Steel Tower Including Provisions Of Mountings For Installation Of Vhf FM Antenna Etc. for Akashvani FM Station at CHINTAPALLI, ANDHRA PRADESH”

AND WHEREAS [vendor name] has been selected as back end partner through the BECIL’s EOI process.

AND WHEREAS Parties have accepted to execute the contract if awarded by [The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai] and shall abide by all terms and conditions of such contract signed thereof.

AND WHEREAS BECIL & [vendor name] have jointly accepted to collaborate to prepare and submit its competitive bid against the Tender for [Design, Supply, Erection, Testing And Commissioning (DSETC) Of 75 M Self Supporting Lattice Steel Tower Including Provisions Of Mountings For Installation Of Vhf FM Antenna Etc. for Akashvani FM Station at Chintapalli, Andhra Pradesh] floated by [The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai] vide tender No J-11022/24/2025-PURCHASE-ADG(E)-(SZ) DATE: 20-08-2025.

AND WHEREAS, this Pre-bid agreement is executed solely for the purpose to bid for the tender issued by [The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai] for [Design, Supply, Erection, Testing And Commissioning (DSETC) Of 75 M Self Supporting Lattice Steel Tower Including Provisions Of Mountings For Installation Of Vhf FM Antenna Etc. for Akashvani FM Station at Chintapalli, Andhra Pradesh] and may be superseded by an inter se agreement once the tender is awarded to BECIL.

AND WHEREAS the parties agreed to join its hand on following terms & conditions:

11 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the agreement documents referred to.

12 The Parties wish to work together with the understanding that BECIL shall act as the bidder (sole bidder) and [vendor name] as Back end partners for participating in the [The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai] tender.

13 The following documents shall be deemed to form and be read and construed as part of this Agreement–

1.3.1. Tender for [The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai] vide tender No. J-11022/24/2025-PURCHASE-ADG(E)-(SZ) DATE: 20-08-2025.

1.3.2 BECIL’s EOI **BECIL/DGM/AIR CHINTAPALLI/75Mtr Tower/2025-26 Dated: 12-09-2025** for [Selection Of Backend Technology Partner/Consortium Partner For Execution In Tender For “Design, Supply, Erection, Testing And Commissioning

(DSETC) Of 75 M Self Supporting Lattice Steel Tower Including Provisions Of Mountings For Installation Of Vhf FM Antenna Etc. for Akashvani FM Station at Chintapalli, Andhra Pradesh].

1.3.2 [vendor name]'s bid received against the BECIL's EOI.

ARTICLE 2: GENERAL

2.1. PURPOSE:

BECIL, as the sole bidder, shall participate in the bidding process in primary tender of The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai. The other party shall function as a back-end partner to support BECIL in fulfilling its obligations under the bid.

The back-end partner hereby undertakes not to participate individually, directly or indirectly, or as part of any other consortium/ arrangement for said tender, either independently or through any of its associates.

2.2 Representation of the Parties: [vendor name] represents to BECIL that as on date of signing this Agreement:

221 [vendor name] is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement.

222 That the execution, delivery and performance by [vendor name] of this Agreement has been authorized by all necessary and appropriate corporate or governmental action, and will not, to the best of its knowledge:

- (a) Require any consent or approval not already obtained;
- (b) Violate any Applicable Law presently in effect and having applicability to it;
- (c) Violate the Agreement and articles of association, by-laws or other applicable organizational documents thereof;
- (d) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage contract, indenture or any other instrument to which [vendor name] is a party or by which [vendor name] or any of their properties or assets are bound or that is otherwise applicable to [vendor name];
- (e) Create or impose any license, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of [vendor name] so as to prevent such Parties from fulfilling their obligations under this Agreement.

223. [vendor name] has not been black-listed by Central/ State Government or any other Government PSU and are not facing/ likely to face any disciplinary proceedings under Indian or under laws of any other country.

224. That this aforementioned TENDER is the legal and binding obligation of such Parties, enforceable in accordance with its terms against it;

225. That there is no litigation pending or, to the best of [vendor name] knowledge, threatened to which it or any of its affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

226. That there is no legal action/dispute initiated or pending on [vendor name] at the time of signing of this Agreement which is likely to concern or affect BECIL in any manner. If any such case is found pending, the agreement will automatically become invalid and the agency will be penalized by withholding the EMD/ PBG and legal action will be initiated as deemed fit by the competent authority. All ongoing and future business association with BECIL will also be terminated.

ARTICLE 3: PROJECT BACKGROUND AND SCOPE OF WORK

3.1 Project Background

THE ADDITIONAL DIRECTOR GENERAL, ALL INDIA RADIO, AIR & DOORDARSHAN, SWAMI SIVANANDA SALAI, CHENNAI, HAS PUBLISHED TENDER NO: J-11022/24/2025-PURCHASE-ADG(E)-(SZ) DATE: 20-08-2025 FOR “DESIGN, SUPPLY, ERECTION, TESTING AND COMMISSIONING (DSETC) OF 75 M SELF SUPPORTING LATTICE STEEL TOWER INCLUDING PROVISIONS OF MOUNTINGS FOR INSTALLATION OF VHF FM ANTENNA ETC. FOR AKASHVANI FM STATION AT CHINTAPALLI, ANDHRA PRADESH

3.2 Scope of Work

The detailed scope of work for System Integrator has been given in the Schedule- I to this Agreement. For the detailed scope of work [vendor name] shall also refer to the Client's primary tender document, its amendments in the form of corrigenda and subsequent contract signed between BECIL and **[The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai]** in the event of award of tender.

ARTICLE 4: ROLES AND RESPONSIBILITIES

4.1 BECIL and [vendor name] hereby mutually agree that both of them shall remain as irrevocable members of this tie-up for the complete execution and completion of **[The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai]** Tender/Work/Project (as per scope of aforementioned BECIL's EOI & **[The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai]** tender).

4.2 DUTIES & OBLIGATIONS OF [vendor name]

4.2.1. [vendor name] will supply entire range of services for efficient completion of scope of works under the [The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai] tender.

4.2.2. For the project to be undertaken, [vendor name] would formulate state-of-the-art, optimum and **General Standards of performance**. [vendor name] shall carry out the Services with due diligence and efficiency, and shall exercise such skill and care in the performance of the services as is consistent with recognized professional standards. [vendor name] shall act at all times so as to protect the interests of BECIL.

4.2.3. [vendor name] have read and understood the terms and conditions of the [The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai] tender and it agree to support BECIL in abiding by those terms and conditions.

4.2.4. [vendor name] confirms that they understood on-ground technical complication and they agree to have taken into consideration the manpower required on the basis of the scope of work.

4.2.5. [vendor name] has understood the requirement in terms of ROW, Terrain and other clearances required to execute the project. They agree to manage these requirements at their own cost without any liability on BECIL in this regard.

4.2.6. [vendor name] have agreed to accept all the challenges with regard to Time Overrun, Cost Overrun, payment terms & Liquidated Damages & Penalties and confirm, to abide by the timeline in-case the project is awarded.

4.2.7. [vendor name] has agreed to accommodate the change in scope of work by [The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai] whether or not incidental and ancillary, to achieve the objective as per the [The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai] tender requirement, without any additional cost to BECIL.

4.2.8. [vendor name] have agreed to abide by all the terms on back to back basis as per the System Integrator duties and Obligations as specified in the [The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai] tender. All the terms and conditions of the client's tender, including EMD/ PBG/ LDs/ Penalties etc, will be applicable fully on a back to basis to the [vendor name]

4.2.9 [vendor name] shall be responsible for the detailed Scope of Work at Clause 3.2 and Schedule 1 of this agreement.

4.2.10 Since payment conditions are on back to back basis and time is the essence of the project; [vendor name] should maintain sufficient liquidity/funds for timely and smooth execution of the project.

4.3. DUTIES AND OBLIGATIONS OF BECIL

4.3.1. BECIL shall act as coordinator/ Project Management Consultant. Providing timely feedbacks and correspondences with the **[The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai]** on the various stages of project deliverables.

4.3.2. To ensure the technical, commercial and administrative coordination of the project.

4.3.3. To lead the contract negotiations of the project with the **[The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai]** authority.

4.3.4. In the event of project getting awarded, BECIL shall act as the only channel of communication between the **[The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai]** authority and **[vendor name]** to execute the project/ Agreement.

4.4. RESPONSIBILITY MATRIX

In addition to the aforementioned duties and obligations of the parties, the Agreement will cover the following scope to be undertaken by Parties as mentioned in the Responsibility Matrix given below.

P-Primary Responsibility

S-Secondary

Responsibility J-

Joint Responsibility

N- No Responsibility

S.NO.	Description	BECIL	[vendor name]
	PRE-BID RESPONSIBILITY		
1.	Pre-bidding site survey, if any	S	P
2.	Fully complied technical bid response preparation as per tender Terms & Conditions.	J	J
3.	Competitive commercial bid preparation as per tender	J	J
4.	Documentation and correspondence with the customer.	P	N
5.	Provisioning of EMD/ Bid Security as per tender requirement.	P	S

6.	Provision of Back to Back EMD except by MSE/Start Ups as per GoI guidelines.	S	P
7.	Provisioning of any other required document for bidding.	J	J
8.	Submission of complete techno-commercial offer to the customer in requisite mode.	J	J
9.	Any Presentation if required during the tender evaluation.	S	P
10.	Any other relevant follow up, correspondence and meetings with customer.	P	S
	POST-BID RESPONSIBILITY (In The event of winning the contract)		
1.	Signing of contract with the [The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai]	P	N
2.	Submission of PBG to [The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai]	J	J
3.	Submission of back to back PBG to BECIL	N	P
4.	Any relevant follow up, correspondence and meeting with the customer	P	S
5.	Executing the entire Scope of Work to the satisfaction of the [The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai] .	S	P
6.	Providing project finance/working capital for timely execution of the project.	N	P

4.5 COVENANTS: The Parties hereby undertake that in the event the BECIL is declared the selected Bidder and awarded the project, BECIL shall enter into an Agreement with **[The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai]** for performing all the obligations as **System Integrator**.

ARTICLE 5: COOPERATION OF THE TRANSACTION

5.1 The parties agree to abide by the broad Responsibility Matrix mentioned above and forms an integral part of this Agreement including all the tender terms such as General Requirements, Technical Parameters, Commercial Aspects, Evaluation and

Acceptance criteria of the tender, Guarantee/ Warranty terms etc.

5.2 Expenses towards preparation of proposal, submission of bid and other allied activities for submission of bid will be undertaken by the respective parties at their own cost.

5.3 The cooperation for execution of the Project between the parties hereto shall be exclusive, i.e., neither of them shall without the other party's consent - alone or together with another PARTY take part in any agreement or proposal with regard to this tender.

ARTICLE 6: PERIOD OF AGREEMENT

6.1 The term of this agreement shall be for _____ Months ("Term") from the date of signing of this agreement ("Effective Date") or till the completion of the project & release of all payments thereof whichever is later. All obligations hereunder shall only apply during the Term of this agreement and to such obligations and commitments in relation to the Tender/Work/Project under the scope of BECIL's EOI & **[The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai]** tender, as may have been undertaken by the Parties during the Term with validity exceeding the Term. The Term of this agreement can be extended by mutual agreement between the Parties, depending upon the requirement

NB- Completion shall mean certificate of Completion issued by BECIL.

ARTICLE 7: PAYMENT AND COMMERCIAL

7.1. BECIL will Provision the EMD to **[The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai]** as per the Primary tender requirement.

7.2 [vendor name] will provision for Back to Back EMD of equal amount to BECIL, except in case the [vendor name] is MSME/Start Ups and are exempted from paying EMD as per GOI guidelines.

7.3. BECIL shall furnish Performance Security in the form of PBG as per the terms and conditions of primary tender.

7.4 [vendor name] will furnish back to back performance Security in the form of PBGs to BECIL as per the terms & conditions of the primary tender. The PBG shall remain valid up to 60 days beyond the date of expiry/date of claim of the PBG submitted by BECIL to **[The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai]**.

7.5. [vendor name] will raise its invoices to BECIL based on milestone completion. BECIL will then raise the invoices to **[The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai]** (as per relevant clause of primary tender) after getting the relevant documentary proofs of successful completion of the said milestones from [vendor name].

- 7.6** BECIL shall be entitled to keep % of the project value (of bid value including taxes submitted by BECIL to **[The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai]**) as its project management consultancy.
- 7.7** Upon receipt of corresponding payment from the **[The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai]**, BECIL shall disburse the payment to **[vendor name]** within 15 days of receipt of the payment from **[The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai]** after deduction of BECIL project management consultancy as per clause 7.6 and expenses as per clause 7.9 and BG making charges, if any.
- 7.8** All Invoices received from **[vendor name]** would be inclusive of all statutory taxes/ GST. BECIL will consider invoices raised by **[vendor name]** to submission of all relevant documents and in case the documents are not proper, BECIL is liable to reject the invoices.
- 7.9** In case BECIL is required to open the offices, the office rent (including the maintenance & electricity charges as applicable) shall be recovered by BECIL from **[vendor name]**. Also, the Salaries paid to the manpower deployed on the payroll of BECIL, specifically employed for this project shall be recovered from **[vendor name]**.
- 7.10** Salaries paid to the manpower deployed on the payroll of BECIL and Office rent paid for this project as per clause 7.9 above, shall be recovered by BECIL from the stage-wise Milestone payments payable to **[vendor name]**.
- 7.11** Notwithstanding anything contained in any other agreement, document, correspondence, arrangement between the parties in respect of **[The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai]** Tender/ Works / Projects, **[vendor name]** understands, agrees and undertakes that:
- 7.11.1** **[vendor name]** participated in BECIL's EOI and that all terms & conditions of the BECIL's EOI shall apply to **[vendor name]**.
- 7.11.2** The payments terms between BECIL & **[vendor name]** are on back-to-back basis and the payment shall be released by BECIL only if and when received by BECIL from **[The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai]** and subject to terms & conditions of agreement and submission of complete required documents.
- 7.11.3** **[vendor name]** will not demand or make any claim under any law with respect to the pending payment till the time corresponding payment is received by BECIL from **[The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai]**. BECIL shall not be responsible in any manner whatsoever for any delay in releasing the payments or withholding of payments by **[The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai]**.

7.11.4 The (day) date of delivery of goods and/or rendering of services by [vendor name] shall be the date or realization of payment from the [The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai] once the goods and/or services are accepted by [The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai].

7.11.5 The date of completion of the milestone / delivery of goods or services shall only be recognized for invoice and its payment when the respective acceptance of goods or services and payment thereof is received from [The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai].

7.11.6 If in the instant contract, [vendor name] 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 [The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai] Tender, the [vendor name] agrees to forgo its rights under this Act and Policy.

7.11.7 An advance payment may be made to the selected agency, only if BECIL, receives an advance from the customer, provided the selected agency submits a bank guarantee (BG) of the equivalent amount to BECIL in addition to the PBG.

7.6.1 [vendor name] hereby agrees to ensure timely GST compliances as per the statutory requirements. All the costs pertaining to any GST non-compliance including but not limited to any loss of eligible input tax credit due to non-payment/non-filing of GST return and applicable interest/penalties shall be borne/indemnified by [vendor name]. Further [vendor name] hereby agrees that BECIL reserves the right for reimbursement of any such cost incurred out of the aforesaid noncompliance(s). [vendor name] will provide proof of payment of GST i.e. GSTR-1, GSTR-3B, etc. for taking GST payment from BECIL against invoices.

7.7 Any sum of money due and payable to [vendor name], under this contract for [The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai] tender entered between the parties herein whether continuing or completed may be appropriated by BECIL and set off against any claim of BECIL of any nature whatsoever, arising under this contract or any other contract entered into between the parties, herein whether continuing or complete.

7.8 There is also expenses towards Office establishments/ Purchase of fixed assets (with mutual consent) in the project. All such expenditure must be treated as direct expenditure and will be borne by directly [vendor name].

7.14. **Payments** shall be released to [vendor name] only on satisfactory acceptance of the deliverables by [The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai] for each task and release of payment by [The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai] as per the schedule given at clause primary tender of [The Additional Director General, All India Radio, AIR & Doordarshan, Swami Sivananda Salai, Chennai] and Corrigendum issued thereof.

ARTICLE 8: GENERAL TERMS & CONDITIONS

34. 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/Agency and BECIL.

35. INTELLECTUAL PROPERTY RIGHTS:

- 2.5. Deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the Bidders under this EOI and subsequent to this EOI in relation with this tender shall become and remain the property of BECIL/procuring entity and subject to laws of copyright, must not be shared with third parties or reproduced, whether in whole or part, without BECIL's/ the procuring entity's prior written consent.
- 2.6. 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.
- 2.7. 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.
- 2.8. 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.

36. LAND AND BORDER PROVISION

- 3.4. The Undertaking at **ANNEXURE-IX** shall be submitted by the Bidder 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.
- 3.5. 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.

- 3.6. 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.

37. INDEMNITY

- 4.3. 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:
- c) Any Compensation/ claim or proceeding by any third party against BECIL arising out of any act, deed or omission by the Bidder;
 - d) 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.
- 4.4. That BECIL shall have no liability whatsoever for any injury/death to the Bidder or its staff caused or suffered during the performance of its's obligations hereunder

38. SIGNING OF NON-DISCLOSURE AGREEMENT

Except with the written consent of the Buyer, the bidder shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

Bidders interested to participate in this EOI, shall have to sign a NON-DISCLOSURE AGREEMENT with BECIL on a non-judicial stamp-paper of Rs. 100. Participation without undertaking for compliance to above shall be invalid and such bids shall not be considered by BECIL.

39. CODE OF INTEGRITY

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

- h) Offering of any bribe or undue gratification in any form to BECIL or its officials, or indulging in any corrupt practices.
- i) 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.

- j) 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.
- k) 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.
- l) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- m) Obstruction of any investigation or auditing of a procurement process.
- n) Making false declaration or providing false information for participation in a tender Process or to secure a contract.

40. 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:

- g) Directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- h) Receives or have received any direct or indirect subsidy/ financial stake from another Bidder; or
- i) 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
- j) 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
- k) 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

- 1) 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:
- (iii) 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
- (iv) 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.

41. UNDUE INFLUENCE

8.3. 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 the 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.

8.4. 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.

42. UNLAWFUL/UNETHICAL PRACTICES

42.1 If the Contractor/ Bidder has engaged in corrupt, fraudulent, collusive and

coercive practices or defaulted commitments under integrity.

42.2 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.

42.3 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:

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

43.1 Forfeiture of Bank guarantee or any other bond or bid security submitted by the Bidder.

43.2 Cancellation/ termination of the Contract with the liberty to recover the accrued losses/damages by the Bidder including imposition of penal damages.

43.3 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.

44. BLACKLISTING/ DEBARMENT

11.1 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.

45. RISK AND COST CLAUSE

12.11. 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 EOI 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.

12.12. Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:

12.13. 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.

- 12.14. Withdrawal from or abandonment of the work by Bidder before completion of the work as per contract.
- 12.15. Non completion of work/ Non-supply by the Bidder within scheduled completion/delivery period as per EOI or as extended from time to time, for the reason attributable to the Agency/ Bidder.
- 12.16. If BECIL finds that materials supplied/works carried out are not of correct quality, quantity and are not according to required specifications or are not satisfactory owing to any reason of which BECIL will be the sole judge.
- 12.17. In the event of failure , by the Successful Bidder to replace the defective item/workmanship in accordance with the timeline as enumerated under the warranty and the Guarantee clause of the Main tender
- 12.18. In the vent of failure to conduct the inspection and other quality check
- 12.19. Termination of Contract on account of any other reason (s) attributable to Agency/ Bidder
- 12.20. Assignment, transfer, subletting of Contract by the Agency/Bidder without BECIL's written permission resulting in termination of Contract or part thereof by BECIL

46. PENALTIES

- 13.3. In the event of any penalties, deductions, disincentives, or charges levied by the Client due to poor or substandard quality of work, non-compliance with service standards, or any deficiencies related to the assigned scope of work, the same shall be recovered from the Bidder.
- 13.4. The Bidder shall bear the full financial responsibility for such penalties or deductions imposed on BECIL by the Client and will not be entitled to claim any reimbursement or adjustment for the same.

47. CONFIDENTIALITY

- 3. 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.

4. 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.

48. RIGHT TO INSPECTION

- 15.3 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 and its Client. The 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 sand when required.
- 15.4 That BECIL shall have the right to review and monitor the performance of the Bidders on a continuous basis system integrator shall furnish necessary particulars, statements, etc., as desired by the BECIL in a periodical manner for the purpose of assessment of their performance.

49. TERMINATIONS

16.5. Termination of Contract by BECIL due to unsatisfactory performance

- c) 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 EOI , or subsequent work order issued thereto, then it shall be open to BECIL at its option by written notice to the Agency/Bidder to:
- d) 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.

16.6. Termination due to Breach

- c) 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.
- d) The following sub-clauses shall attract the provision of termination, on the occurrence of the following events -:
 - (vii) If the Bidder has abandoned or repudiated the Contract;
 - (viii) If the Bidder has without valid reason failed to commence work on the project promptly;
 - (ix) 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;
 - (x) 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;
 - (xi) If the Bidder has obtained the contract as a result of undue influence or adopted unethical means/ corrupt practices.
 - (xii) if the information submitted/furnished by the Bidder is found to be incorrect;

16.7. Termination due to Insolvency

- c) 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 :-
- d) 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.

16.8. 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.

50. POST TERMINATION RESPONSIBILITY

- 17.5. In all cases of termination herein set forth, the obligations of BECIL to pay shall be limited to the period upto the date of termination, subject to the receipt of such payment from the Client.
- 17.6. That any pending bills raised by the Bidder, prior to or post the termination of the Contract on account of the breach of the terms and conditions of the contract, shall be put on hold, till the time , the corresponding payment is received from the Client and any amount deducted by the Client against the bills raised by BECIL shall be consequently deducted from the bills raised by the Bidder respectively.
- 17.7. 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.
- 17.8. That in the event of termination under clause 17.1 and 17.2 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.

51. NOTICES

- 18.2. 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 the 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 set out below:

**Broadcast Engineering Consultants India Ltd,
C-56/ A-17, Sector-62, Noida-201307, U.P., India.
Email: rajender@becil.com**

52. 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.

53. AMENDMENT:

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

54. ARBITRATION

21.3. Conciliation of Dispute

- c. 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.
- d. 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.

21.4. Reference of Dispute to Arbitration proceeding post conciliation

- j) 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 Arbitration Centre as per the Delhi International Arbitration Centre proceeding Rules 2023.

- k) 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.
- l) 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,
- m) The dispute(s)/ difference(s)/controversy(s) shall be adjudicated by a single/sole Arbitrator empanelled with the Delhi International Arbitration Centre.
- n) The seat of Arbitrations shall be at New Delhi and the Arbitration proceeding shall be conducted in English.
- o) 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.
- p) 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.
- q) 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 or abandonment of work by the Bidder/Agency shall be reimbursed by the Bidder/Agency.
- r) In the event of initiation of AMRCD proceedings between BECIL and the client, the decision / mutual settlement arrived at, on the conclusion of the proceeding between the parties, shall in turn become applicable on the selected agency/Bidder in all respects.

55. 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.

56. Force Majeure

23.4 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.

23.5 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 EOI , and avoid or overcome with persistent effort in carrying out its respective obligations.

23.6 In the case of failure to perform this Agreement due to any force majeure, neither party shall be liable for such failure, and this Agreement shall 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.

57. SUBCONTRACTING

The Bidder shall not subcontract the entire or any portion of the work.

58. EXTENSION OF TIME

25.1 It is hereby agreed that BECIL shall by mutual agreement update and extend the timeline/ milestone for the completion of work after discussion with the Client and its officials.

25.2 Any period within which 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.

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

59. ASSIGNMENT:

26.4 All terms and provisions of this EOI and subsequent Contract/ Agreement / work

order with the successful Bidder shall be binding on both the parties and their respective successors and permitted assigns.

26.5 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.

26.6 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.

60. 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.

61. 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.

62. 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.

63. ENTIRE CONTRACT:

The Contract/ Agreement / work order with all Appendices and Schedules appended thereto, contents and scope/ specifications of the EOI , all the corrigendum's, response to queries etc. that may be issued against this EOI 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.

64. LIQUIDATED DAMAGES

- 31.7 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:
- 31.8 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 as may be imposed by the Client**, whichever is higher (due to the failure of the Bidder to meet the contractual obligations)
- 31.9 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.
- 31.10 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)
- 31.11 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.
- 31.12 In case there is a delay in supply/ completion of the entire supply/ any portion of scope of work as per the client's tender, due to delay in supply of any particular sub unit/ equipment/ material, , then the entire affected portion of scope of work/Supply delayed as a result, shall considered for the calculation of Liquidated damages in terms of the clause 3.12.2 and 3.12.5 of the Main Contract I.e. the RFP (:J-11022/24/2025-PURCHASE-ADG(E)-(SZ) Date: 20-08-2025))

65. 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.

66. 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.

LAND BORDER DECLARATION CERTIFICATE

Restrictions on procurement from Bidders from a country or countries, or a class of countries under Rule 144(xi) of the General Financial Rules 2017.

Tender Document No: Date:

Bidder's Name, Address & contact details:

Bidder's Reference No. Date:

Restrictions on procurement from Bidders from a country or countries, or a class of countries under Rule 144(xi) of the General Financial Rules 2017.

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

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.

Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and also undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration by us would be violation of Code of integrity and would attract penalties as mentioned in this tender document, including debarment.

(Signature with date)

(Name and designation)

Duly authorized to sign Bid for and on behalf of

(Name & address of the Bidder and Seal of Company)

NON-DISCLOSURE AGREEMENT

For Tender Reference No.- dated

THIS AGREEMENT is made on this the day of 2025 at, by and between:

M/s Broadcast Engineering Consultants India Limited, a Mini Ratna, Public Sector Enterprise, falling under the purview of the Ministry of Information and Broadcasting under the Government of India having its Registered Office at 56-A/17, Block-C, Sector-62, Noida -201301 (U.P.) and Head Office at 14-B IP Estate Ring Road, New Delhi -110002 acting through**[name of officer]**, authorized vide a Board Resolution dated Hereinafter referred to as "**BECIL or "Disclosing Party "**") which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns.

AND

M/s, a Private Limited Company incorporated on under the purview of the provisions of the Companies Act 1956, having its registered address at authorized vide a Board Resolution dated, Hereinafter referred to as the "Second Party" or "Receiving Party") which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representative and permitted assigns

Whereas Broadcast Engineering Consultants India Limited is an ISO 9001:2015, 27001:2013, ISO/IEC 20000:2012 is a certified, Mini Ratna, Central Public Sector Enterprise (CPSE) falling under the purview of Ministry of Information and Broadcasting, Government of India, and was established on 24th March 1995. That M/s BECIL provides Project Consultancy services, turnkey solutions, System integration, Operation & Maintenance services for the entire gamut of radio and television broadcast engineering projects and has also gradually diversified into the domain of businesses pertaining to strategic national importance and has won major Projects/ Tenders in the field of security & surveillance, IT networking, Data center and Communication Intelligence

Whereas M/s BECIL has floated a RFP /Tender with reference no. dated for the selection of an agency for the execution of the

WHEREAS in pursuance to this RFP, it is recognized that certain confidential information shall be disclosed by BECIL to the Receiving Party That the Confidential Information shall belong to BECIL/Disclosing Party as the case may be and shall be transferred to the Receiving Party to be used only for the business purpose and hence there is a need to protect such information from un-authorized use and disclosure

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

1. INTERPRETATION

1.1 In this agreement, unless otherwise specified:

- (i) references to clauses, Sub-clauses, Paragraphs and Schedules are to clauses, sub-clauses, paragraphs of and schedules to this Agreement;
- (ii) use of any gender includes the other genders;
- (iii) references to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- (iv) references to a 'person' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- (v) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- (vi) any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- (vii) references to a 'business day' shall be construed as a reference to any day that is not a Sunday or a public holiday and starts at 9 am;
- (viii) references to times are to Indian standard time;
- (ix) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
- (x) all headings and titles are inserted for convenience only. Ambiguities w.

2. TERM

2.1 This Agreement will remain in effect till a six (6) month period post the expiry of the contract unless explicitly extended by BECIL.

3. SCOPE OF THE AGREEMENT

3.1 This Agreement shall apply to all confidential and proprietary information disclosed by Disclosing Party to the Receiving Party and other information which the disclosing party identifies in writing or otherwise deems confidential before or within (30) thirty days after disclosure to the Receiving Party as ("Confidential Information").

3.2 Such Confidential Information shall consists of RFP, certain specifications, documents, software, prototypes and/or technical information, and all copies and derivatives containing such Information that may be disclosed to the Disclosing Party for and during the Business Purpose, which a party considers proprietary or confidential.

3.3 Such Confidential Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to the Receiving Party.

4. OBLIGATIONS OF THE RECEIVING PARTY

4.1 The Receiving Party shall –

- (i) use the Confidential Information only for the Business Purpose and shall hold the Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, taking into account the nature of the Confidential Information, and
- (ii) grant access to Confidential Information only to its employees on a “need to know basis” and restrict such access as and when not necessary to carry out the Business Purpose.
- (iii) cause its employees to comply with the provisions of this agreement;
- (iv) reproduce Confidential Information only to the extent essential to fulfilling the Business Purpose, and
- (v) disclose the Confidential Information to its consultants/ contractors/ any third parties on a “need to know basis”; provided that by doing so, the Receiving Party agrees to bind such consultants/ contractors to terms at least as restrictive as those stated herein.
- (vi) The Receiving Party upon making a disclosure under this clause shall – a. advice the consultants/contractors of the confidentiality obligations imposed on them by this clause.
- (vii) upon the Disclosing Party's request, the Receiving Party shall either return to the disclosing party all Confidential Information or shall certify to the disclosing party that all media containing Confidential Information have been destroyed. Provided, however, that an archival copy of the Confidential Information may be retained in the files of the Receiving Party's counsel, solely for the purpose of proving the contents of the Confidential Information.
- (viii) not to remove any of the other Party's Confidential Information from the premises of the Disclosing Party without prior written approval.
- (ix) exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the Disclosing Party's prior written approval, from the

Disclosing Party's premises. Each Party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.

- (x) Upon the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.

5. EXCEPTIONS TO CONFIDENTIAL INFORMATION

5.1 The foregoing restrictions on each party's use or disclosure of Confidential Information shall not apply to the Confidential Information that the Receiving Party can demonstrate that such Confidential Information –

- (i) was independently developed by or for the Receiving Party without reference to the Information, or was received without restrictions; or
- (ii) has become generally available to the public without breach of confidentiality obligations of the Receiving Party;
- (iii) was in the Receiving Party's possession without restriction or was known by the Receiving Party without restriction at the time of disclosure;
- (iv) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the Receiving Party has given the disclosing party prompt notice of such demand for disclosure and the Receiving Party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or
- (v) is disclosed with the prior consent of the disclosing party;
- (vi) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the Receiving Party from the disclosing party under an obligation of confidence; or
- (vii) the Receiving Party obtains or has available from a source other than the disclosing party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use towards the disclosing party.

6. OWNERSHIP OF THE CONFIDENTIAL INFORMATION

6.1 Each Party recognizes and agrees that all of the disclosing Party's Confidential Information is owned solely by the Disclosing Party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain.

- 6.2 By disclosing the Confidential Information or executing this agreement, Disclosing Party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. The Disclosing Party disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information.
- 6.3 Access to Confidential Information hereunder shall not preclude an individual who has seen such Confidential Information for the purposes of this agreement from working on future projects for the Disclosing Party which relate to similar subject matters, provided that such individual does not make reference to the Confidential Information and does not copy the substance of the Confidential Information during the Term. Furthermore, nothing contained herein shall be construed as imposing any restriction on the Receiving Party's disclosure or use of any general learning, skills or know-how developed by the Receiving Party's personnel under this agreement.
- 6.4 Execution of this agreement and the disclosure of Confidential Information pursuant to this agreement do not constitute or imply any commitment, promise, or inducement by either Party to make any purchase or sale, or to enter into any additional agreement of any kind.

7. DISPUTE RESOLUTION

- 7.1 If a dispute arises in relation to the conduct of this Contract (Dispute), a both the parties shall try to amicably resolve the dispute before invoking the arbitration clause.
- 7.2 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 Arbitration Centre as per the Delhi International Arbitration Centre proceeding Rules 2023.
- 7.3 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.
- 7.4 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.
- 7.5 The dispute(s)/ difference(s)/controversy(s) shall be adjudicated by a single/sole Arbitrator empanelled with the Delhi International Arbitration Centre.
- 7.6 The seat of Arbitration shall be at New Delhi and the Arbitration proceeding shall be conducted in English.
- 7.7 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.
- 7.8 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.

8. INJUNCTION

8.1 The Receiving Party agrees that the Disclosing Party shall have the right to obtain an immediate injunction enjoining any breach of this agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

9. VARIATION

9.1 This agreement may only be varied in writing and signed by both Parties.

10. WAIVER

10.1 Waiver including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this agreement:-

- (i) shall be in writing
- (ii) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this agreement;
- (iii) shall be executed by a duly authorized representative of the Party; and
- (iv) shall not affect the validity or enforceability of this agreement in any manner.

11. EXCLUSION OF IMPLIED WARRANTIES

11.1 This agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

12. ENTIRE AGREEMENT

12.1 This agreement together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this agreement are abrogated and withdrawn.

13. SEVERABILITY

13.1 If for any reason whatever, any provision of this agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any

other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforce-ability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this agreement or otherwise.

14. NO PARTNERSHIP

15. This agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party except as expressly provided under the terms of this agreement. **THIRD PARTIES**

15.1 This agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this agreement.

16. SUCCESSORS AND ASSIGNS

16.1 The agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

17. NOTICES

17.1 Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this agreement shall be in writing and shall be given by hand delivery, recognized courier, registered post, email or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below –

Broadcast Engineering Consultants India Ltd,
C-56 A/17, Sector -62, Noida 201 307

Tel: 0120-4177850 Fax: 0120-4177879

Name of the authorized person-

Contact:

E-mail:

M/s-----

Name of the authorized person

Designation of the authorized person

Contact:

Email:

17.2 All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this agreement shall be in writing and in the English language.

18. MITIGATION

18.1 Without prejudice to any express provisions of this agreement on any mitigation obligations of the Parties, each of BECIL and the Receiving party shall at all times take all reasonable steps to minimize and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to this agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED

SIGNED

For and on behalf of BECIL

For and on behalf of the Receiving Party

(Signature)

(Signature)

In the presence of:

1. _____

2. _____

UNDERTAKING

This Undertaking is made on this ----- day of ----- 2025 by-----

M/s (NAME OF THE BIDDER) -----, having its registers office at -----
------(address) (Hereinafter refer to as the “ Bidder/Agency” , which expression shall unless repugnant to the context or meaning thereof , be deemed to include its successors , legal representatives and permitted assigns

IN FAVOUR OF

M/s Broadcast Engineering Consultants India Limited, a Mini Ratna, Public Sector Enterprise, falling under the purview of the Ministry of Information and Broadcasting under the Government of India having its Registered Office at 56-A/17, Block-C, Sector-62, Noida -201301 (U.P.) and Head Office at 14-B IP Estate Ring Road, New Delhi -110002 acting through**[name of officer]**, authorized vide a Board Resolution dated Hereinafter referred to as "**BECIL or “Main Contractor ”**) which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns.

WHEREAS

Main Contractor, has entered into a----- Agreement with the Client for execution of the (Name/description with the RFP/EOI Number and date) (“the Project”)

The Main Contractor has, on a back to back basis entered into a Subcontract Agreement dated ----- with the Subcontractor/ Bidder for the execution of certain works under the Project.

As per the terms of the Subcontract Agreement, the Main Contractor shall release the Payment to the Subcontractor only after receiving the Payment from the Client

Now therefore, the Subcontractor hereby undertakes and agrees as follows:-

1. The Subcontractor acknowledge and confirms that the Main Contractor shall be liable to make payments only upon receipt of corresponding payments from the Client. Accordingly, the Subcontractor shall not raise any claims, demands, interest, compensation or initiate any legal proceedings against the Main Contractor for any delay in payment arising out of delayed release of funds by the Client.
2. The Subcontractor waives any rights under the Micro Small and Medium Enterprise Development Act 2006(MSME Act) or any similar legislation or regulation to the extent such rights conflict with the agreed payment terms under the Subcontract Agreement. The Subcontractor further waives its right to claim interest on the delayed payment by the Main Contractor under the Micro Small Medium Enterprise Development Act 2006 (MSMED) or any similar legislation or regulation for the time being in force in India
3. The Subcontractor expressly agrees that any delay in payment by the Client shall not constitute a breach of the Main Contractor's obligations under the Subcontract Agreement and the Main Contractor shall not be held liable for any consequence arising thereon
4. The Subcontractor shall duly comply with all applicable labor laws and statutory obligations , including but not limited to timely deposit of Employees Provident Fund (epf) employees state Insurance (ESI)., Labor welfare connection and any other dues applicable to its employees or workers engaged in concern action with this Project.
5. The Subcontractor expressly agrees and undertakes that in the event of any delay in payments by the Client to the Main Contractor , resulting in the corresponding delay in payments to the Subcontractor , the Subcontractor shall ensure that no claims , demands. Legal proceedings or actions are initiated or raised by any of its vendors, labor contractors, sub-contractors, workers, employees or nay third party by the Subcontractor against the Main Contractor.
6. The Subcontractor shall at all times and particularly during such periods of payment, delay defend, indemnify and hold harmless the Main contractor from and against any and all liabilities, claims, proceedings, demands, losses, penalties, damages, or costs (including legal expenses) arising directly or indirectly from any such third party claims relating to non-payment or delayed payment by the Subcontractor or its agents.

7. The obligation shall survive the termination or expiry of the Subcontract Agreement and this Undertaking
8. The Subcontractor further agrees and undertakes that in the vent of the agreement between the Client and the Main Contractor is terminated, cancelled or otherwise comes to an end for any reason whatsoever, this Undertaking shall remain valid, binding and enforceable, and the Subcontractor shall continue to be bound by the terms here in, including it waiver of claims and indemnity obligations arising from or related to or delayed or non-payment by the Client.
9. That the Undertaking shall be binding on the Subcontractor and shall remain valid and enforceable for the entire duration of the Subcontract Agreement and any extension thereof.

IN WITNESS THEREOF, this Subcontractor has executed this UNDERTAKING on this day ----- of 2025

For Subcontractor

NAME'

ADDRESS

SEAL

WITNESS

1.

2.