

# REQUEST FOR PROPOSAL (RFP)

FOR

DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF

CHH. SAMBHAJINAGAR DEEP UDYAN WITH

TWO YEARS COMPREHENSIVE O&M

AT

CHH. SAMBHAJINAGAR, MAHARASHTRA

Ref No. BECIL/PROJ.- III (BT)/SDU(L&S) /CHH. SAMBHAJINAGAR DEEP UDYAN / SAMBHAJINAGAR /2025

Dated: 29.04.2025



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

*Head Office:* 14-B Ring Road, IP Estate, New Delhi- 110002

Tel: 011 23378823 Fax: 01123379885

*Corporate Office:* BECIL BHAWAN, C-56-A/17, Sector-62, Noida-201 307

Tel: 0120 4177850 Fax: 0120 4177879

E-mail: [binaytiwari@becil.com](mailto:binaytiwari@becil.com) Web: [www.becil.com](http://www.becil.com)

## DISCLAIMER

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

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# SECTION I

## CONTENT

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## A. RFP SCHEDULE AND CRITICAL DATES

The RFP tentative schedule and critical dates are shown below:

	ACTIVITY	SCHEDULED DATE & TIME
1.	RFP No.	BECIL/PROJ.- III (BT)/SDU(L&S) / CHH. SAMBAJINAGAR DEEP UDYAN / SAMBAJINAGAR /2025
2.	RFP Issue to Prospective Bidders	29 <sup>th</sup> April 2025
3.	Date and Time for Submission of bids	Upto 18:00 Hrs. 12 <sup>th</sup> May 2025
4.	Date and Time for Opening of Technical Bids	Online on 15:30 Hrs. on 13 <sup>th</sup> May 2025
5.	Availability of Document	<a href="https://etenders.gov.in">https://etenders.gov.in</a> & <a href="http://www.becil.com">www.becil.com</a>
6.	RFP document Fee (Form Fee) (Non- Refundable)	INR 5,900/- Form Fees (5000+GST@18%) (non-transferrable & non-refundable) payable through online e-Portal
7.	Earnest Money Deposit (EMD Refundable)	EMD amount of Rs. 8,00,000/- (Rupees Eight lakhs only) to be submitted online through <a href="https://etenders.gov.in">https://etenders.gov.in</a>
8.	Address for Communication of bids	BECIL Bhawan, C-56 / A -17, Sector - 62, Noida UP – 201 307.
9.	Contact details for this RFP	Name :- Binay Kumar Tiwary Designation :- Dy. General Manager Mobile No. :- 8130190442 Email :- <a href="mailto:binaytiwari@becil.com">binaytiwari@becil.com</a>

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

The Tender documents can be downloaded from our website [www.becil.com](http://www.becil.com) and <https://etenders.gov.in>

Tender fee of Rs 5,900.00 (5000+ GST@18%) as RFP document fees should be submitted online via e-Payment/NEFT/RTGS. The e-Payment/NEFT/RTGS transfer receipt should be submitted. **Proposals received without or with inadequate RFP Document fees shall be rejected.**

Bidders shall submit Earnest Money Deposit along with their Bids, **EMD of INR 8,00,000/-** (Eight Lakh only), should be submitted online via NEFT / RTGS. The NEFT/RTGS transfer receipt should be submitted. Proposals received **without or with inadequate EMD amount shall be rejected.**

**MSMEs and startups should be in the same field are granted financial exemptions in Earnest Money Deposit (EMD), while no relaxation is provided in the requirement for technical expertise.**

No interest shall be payable on Bid Security under any circumstance. Bidders can make the EMD payment through the online at <https://etenders.gov.in>

## B. INSTRUCTIONS FOR ONLINE BID SUBMISSION

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <https://etenders.gov.in>

- 1) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-Procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrolment in the e-Procurement site using the "Online Bidder Enrolment" option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id provided.
- 3) Bidder need to login to the site through their user ID/password chosen during enrolment/registration.
- 4) Then the **Digital Signature Certificate (Class III Certificates** with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/Smart Card, should be registered.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 8) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/Smartcard to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
- 11) From my tender folder, he selects the tender to view all the details indicated.
- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through rar and the same can be uploaded, if permitted. However of the file size is less than 1 MB the transaction uploading time will be very fast.



14) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender or as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.

15) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.

16) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.

17) The details of payments made through RTGS/NEFT should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable or liable for rejection.

18) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

19) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.

**20) If the price bid format is provided in a spread sheet file like BoQ\_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template must not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for this tender.**

21) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

22) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

23) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

24) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.

25) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

26) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

27) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

**FOR ANY TECHNICAL RELATED QUERIES PLEASE CALL AT 24X7 HELP DESK  
NUMBER:-**

**E-tendering Phone No. 0120-4001002, 0120-4001005, 0120-4493395**

**Mail id: Support- [eproc@nic.in](mailto:eproc@nic.in)**

## C. ABOUT CHH. SAMBHAJINAGAR DEEP UDYAN

Chh. Sambhajinagar Deep Udyan is a park with glowing artifacts. It is a unique attraction, difficult to find anywhere else in Maharashtra.

Chh. Sambhajinagar Deep Udyan is located at Swami Vivekanand Garden, T.V. Centre Road, Chh. Sambhajinagar, Maharashtra 431003 and Nearby Rose Garden is one of the top and best destinations for family and friends in the field of park.

There exists an untapped potential to capture the existing flux of tourists in & around Chh. Sambhajinagar. The night tourism by bus will aid in capturing, gentrifying and generating long-term revenue sources for the development and establishment of Chh. Sambhajinagar as a heritage city like Varanasi, Jaipur, etc. Highlighting the multi-cultural aspect by selecting both heritage and spiritual sites, will attract a wider tourist demographic, both national and foreign.

The Chh. Sambhajinagar Deep Udyan can also serve as an educational platform, raising awareness about renewable energy and sustainable practices. Visitors can witness the integration of solar light and EVs first hand, understanding the importance of transitioning to a greener future. By setting an example, the Chh. Sambhajinagar Deep Udyan can inspire individuals to adopt similar practices in their own lives, creating a ripple effect for environmental conservation.

## D. INTENT OF THE REQUEST FOR PROPOSAL

Power Finance Corporation Ltd (PFC) is a Public Sector Undertaking (PSU) under the administrative control of Ministry of Power which intends to execute a Project of CHH. SAMBHAJINAGAR DEEP UDYAN under Companies Act 135 Schedule-VII clause iv i.e. **“Ensuring environmental sustainability, ecological balance, protection of flora and fauna, animal welfare, agro forestry, conservation of natural resources and maintaining quality of soil, air and water”** at Chh. Sambhajinagar (formally known as Aurangabad), Maharashtra”.

Broadcast Engineering Consultants India Limited (BECIL) has been engaged by the Power Finance Corporation Ltd (PFC) as Turnkey Solution partner for **“DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF CHH. SAMBHAJINAGAR DEEP UDYAN WITH TWO YEARS COMPREHENSIVE O&M AT CHH. SAMBHAJINAGAR, MAHARASHTRA”**.

## E. SITE VISIT

**Site visit is mandatory.** The bidder must visit the site on **05<sup>th</sup> May 2025** at their own cost to check the site conditions where project need to be executed. The bidders have to submit the Site survey Report along with the bid. The site survey Report must contain the following:

- a) The site visit certificate duly signed by BECIL representative present at site during site survey.
- b) GPS located (date and time marked) site photos.
- c) AutoCAD drawings of proposed layout as per site.
- d) The BOQ provided in the RFP is minimum tentative BOQ. The bidder can propose any incidental/ancillary requirement if felt necessary. However, bidder has to submit an undertaking that complete SITC & CAMC work shall be done at the quoted price including any incidental/ancillary requirement.

***The bid of the bidders who have done the site visits and submits the report along with bid will only be considered for further evaluations.***

- Contact Person on site : Shri Abhiraj Narendra Narsikar, Project Engineer, BECIL
- Mobile No. 7028114914
- Timing between 12.00 PM to 4.00 PM at Chh. Sambhajinagar Deep Udyan, Chh. Shambhajinagar, Maharashtra.
- Intended bidder can send their queries via email to [ranjeet@becil.com](mailto:ranjeet@becil.com) on or before 05<sup>th</sup> May 2025.

## F. PROCEDURE TERMS AND GENERAL CONDITIONS

1. The proposal is to be submitted in **TWO BID SYSTEM** with separate Pre-Qualification, Technical and Financial sections of e-tender.
2. **All bids shall remain valid for 180 days months from the date of opening of financial bid.**
3. **All payments in the Project to the selected agency, shall be on back-to-back basis subject to receipt of corresponding payment from the client. M/s PFC Funded Under CSR Initiative. No advance will be paid to the bidder, unless a BG of equivalent amount is submitted by the selected bidder to the BECIL.**

4. BECIL reserves the right to solicit additional information from Bidders 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 work will be done simultaneously with the project, on-site visit and evaluations by BECIL personnel, or any other pertinent information. It will be bidder's responsibility to check for updated information on website & [www.becil.com](http://www.becil.com) and <https://etenders.gov.in>
5. BECIL will make its decision based on the ability of the Bidder(s) to meet our specific needs, technical expertise of the Bidder(s), delivery capabilities, customer references, past satisfactory performance experience, is must besides cost.
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(s) which, in the sole opinion of the Project in charge, best meets the project's interest. BECIL also reserves the right to negotiate with potential bidders so that its best interest to fulfill the need of project is served.
7. BECIL reserves the right to reject any and all proposals, to negotiate all terms of any agreement resulting from this request for proposal, and to request additional information from vendors.
8. The Management of BECIL reserves the right to amend or withdraw any of the terms and conditions mentioned in the RFP Document or reject any or all the bids without giving any notice or assigning any reason. The decision of the Director, Broadcast Engineering Consultants India Limited in this regard shall be final and binding on all.
9. The Bidder should submit the signed Integrity Pact on a plain paper along with the bid.

## **G. ELIGIBILITY CRITERIA**

1. The bidder should be registered under Indian Company Act 1956/2013, Proprietorship / Partnership , LLP firms. A copy of registration certificate should be submitted.
2. The bidder should be in similar business for a minimum period of 10 years as on Tender Publishing Date.

3. Experience of having successfully completed similar work during **last 5 years** ending the last day of the month previous to the one in which applications are invited should be either of the following:

One similar work each costing not less than 6.40 Crore (Approx) (Excluding Taxes)

OR

Two similar works each costing not less than 4.00 Crore. (Approx) (Excluding Taxes)

SIMILAR WORK means Façade/Decorative Lighting and illumination with Illumination with related electrical works for ASI /Central Government/State Government/PSUs.

**Note:** Work order and Completion Certificate copies to be submitted to support above eligibility criteria.

4. The average annual turnover of the firm in last three consecutive financial years as on 31.03.2024 (For FY 2021-22, 2022-23 & 2023-24) shall be minimum **Rs. 8 Crore** and company having positive Net worth for last three financial Years. The copy of CA Certificate provided along with respective year Financial statements.
5. The Bidder should provide the audited balance sheet with Annexure for Three Financial Years. Financial years as on 31.03.2024 (For FY 2021-22, 2022-23 & 2023-24).
6. The bidder is required to submit following documents:
- Copy of PAN No.
  - Copy of GST No. along with Last Quarter GST Return.
  - ISO Certificate 9001:2015
  - BIS certificate for LED Luminaries from proposed OEM
  - Electrical License.
7. The agency must not have been blacklisted/debarred by any Government/Semi Government Organization or Corporation in India at any stage in last five years. The firm is required to submit declaration in this respect. Litigation, if any, may please be submitted with this bid.
8. The bidder must provide a list of clients/customers with contact details such as postal address, contact no. and e-mail id where services has been provided.
9. In case any of the documents furnished or undertaking given by the Bidders turns out to be false, the bid document shall be rejected and shall remain confiscated by BECIL. Suitable action as per the rules/laws of company and law of the country shall be involved against the Bidder.
10. Letter of Authorization from OEM to quote against the RFP Ref No. BECIL/PROJ-III (BT)/SDU(L&S) / Chh. SAMBAJINAGAR DEEP UDYAN /Chh. SAMBAJINAGR /2024, Dated 29 April 2025 enlisting after sales support after project execution is essential. The details have been given in the technical section separately.

11. The bidder is required to submit the specification and solution as per the requirement spelled out in RFP. The solution will be used for assessment of understanding of the concept by bidder. The offered solution should be specific to requirement.
12. **The agency/bidder may be asked to make a presentation before the evaluation committee. The Presentation will form a part of Evaluation criteria.**
13. The details as attached at **Section III** respectively shall be furnished and included as part of the technical bid.
14. Copy of the tender document duly signed and stamped by the bidder in support of having read, understood and complied with the requirements of the tender document.
15. Bidder must quote for all the parts otherwise the bid will be rejected. However, Technical and Financial Evaluation will be done individually for submitted proposal.

## **H. EVALUATION PROCESS & CRITERIA**

### ***Evaluation Process***

No enquiry shall be made by the bidder(s) during the course of evaluation of the RFP, after opening of bid, till final decision is conveyed to the successful bidder(s). However, the Committee/ its authorized representative and office of BECIL can make any enquiry/ seek clarification from the bidders, which the bidders must furnish within the stipulated time else the bids of such defaulting bidders will be rejected. The proposal will be evaluated on the basis of its content, not its length.

- a) The bidders' proposals will be evaluated as per the requirements specified in the RFP and adopting the evaluation criteria spelt out in subsequent paras of this RFP document. The Bidders are required to submit all required documentation as per evaluation criteria specified in RFP.
- b) Proposals received by the prescribed date and time shall only be considered and evaluated by a duly constituted tender evaluation committee.
- c) Upon verification, evaluation/ assessment, if in case any information furnished by the Bidder 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/ EMD and blacklisting of agency for a minimum period of 3 years from participating in BECIL tenders.

- d) The EMD amount will be returned without any interest to the respective disqualified bidders after the submission of Performance Bank Guarantee by the successful bidder.
- e) BECIL will review the technical proposal to determine whether the technical proposals are as per the requirements laid down. Proposals that are not in accordance with these requirements are liable to be disqualified at BECIL discretion.
- f) Evaluation of proposals shall be based on:
  - i. Information contained in the proposal, the documents submitted there to and clarifications provided, if any.
  - ii. Experience and Assessment of the capability of the bidder based on past record
- g) BECIL reserves the right to seek any clarifications on the already submitted bid documents.
- h) Conditional proposals shall NOT be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of the proposals.
- i) Even though bidders satisfy the necessary requirements they are subject to disqualification if they have:
  - i. Made untrue or false representation in the form, statements required in the RFP document.
  - ii. Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.

### ***Pre-Qualification Criteria***

- a) Each of the Pre-Qualification condition mentioned in the RFP document is MANDATORY. In case the bidder does not meet any one of the conditions, the bidder will be disqualified.
- b) The Bidders are requested to furnish information and documents to establish their eligibility. If a bid is not accompanied with all necessary documents, it may be summarily rejected.



- c) Only the bidders, who fulfill the Pre-Qualification Criterion, will qualify for Technical Evaluation. Failing to any of the pre-qualification Criteria shall lead to dis-qualification of the proposal and bidder.

### ***Technical Criteria***

- a) The technical proposal of qualified bidders will be evaluated as per the requirements specified in the RFP and technical evaluation criteria as mentioned in the RFP Document.
- b) Bidders may be asked to give a demonstration/ presentation on their understanding of the Scope of Work and their proposal submitted for undertaking the evaluation.
- c) Each technical proposal will be assigned technical marks out of a maximum of 100 marks. Only the bidders who get Technical Marks of 75 or more will qualify for financial evaluation. Failing to secure minimum marks shall lead to technical rejection of the Proposal and Bidder.
- d) Reasons for rejecting a tender/ bid will be disclosed to a bidder only where enquiries are made.

### ***Financial Criteria***

Financial bids will be opened only for the agencies that will score 75 or more in Technical Evaluation. Failing to secure minimum marks shall lead to technical rejection of the Proposal and Bidder.

## **I. CRITERION FOR EVALUATION OF BID RESPONSE:**

- (i) The proposal is to be in **TWO BID SYSTEM** with separate Pre-Qualification, Technical and Financial sections.
- (ii) Only Technically Qualified bidders are called for Presentation.
- (iii) Financial bid shall be opened of only that bidder who has found to be technically eligible based on Technical Presentation & Technical evaluation.
- (iv) The evaluation of the tenders will be made first based on technical information furnished and then on the basis of Technical Presentation.
- (v) The Commercial bids of only such firms found valid based on technical parameters will be opened on a date to be communicated to bidders who have qualified in the technical bid stage.

(vi) The reasons for selection or rejection of a particular response will not be disclosed. The award of order will be further subject to any specific terms and conditions of the contract given in this section.

(vii) The agencies/bidders that are considered technically qualified by TEC shall make a presentation before the evaluation committee. **The Presentation will form a part of Evaluation Criteria. The bid shall be rejected by Tender Evaluation Committee (TEC), if presentation is not found as per the tender requirement.**

(viii) **Evaluation of financial bids:**

Bidders are requested to note that they should necessarily submit their financial bids in the format provided in e-tender website i.e. <https://etenders.gov.in> and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

- The Financial bid shall be opened of only that bidder who has found to be technically eligible. BECIL shall inform the date, and time for opening of financial bid.
- Financial bid will be inspected to ensure conformance to the format provided in the tender document.
- Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between amount quoted in words and figures, the amount in words shall be taken for evaluation.

(ix) **Final Proposal shall be given scoring as below:**

a) Normalization factor ( $N_1$ ) to obtain the Normalized Technical score of the bidders shall be calculated as below: -

$$N_1 = T/T_h$$

Where:

$N_1$  = Normalization factor for calculation of Technical score. T = Technical Marks obtained by the bidder under consideration as per marking scheme  $T_h$  = Highest Technical Score obtained by any bidder

b) Normalized technical score for the Bidder under consideration will be calculated using the following relation:

$$T_n = (N_1) * (\text{Weightage of the Technical Score i.e. } 70)$$

Where

$T_n$  = Normalized technical score for the Bidder under consideration

- c) Normalization factor ( $N_2$ ) to obtain the Normalized Financial Score of the other bidders shall be calculated as below: -

$$N_2 = F_L / F$$

Where:

$N_2$  = Normalization factor for calculation of Financial score.

F = the quoted price of Financial Proposal under consideration

$F_L$  = the price of lowest priced Financial Proposal

- d) Normalized financial score for the Bidder under consideration will be calculated using the following relation:

$$F_n = (N_2) * (\text{Weightage of the Financial Score i.e. } 30)$$

Where

$F_n$  = Normalized Financial score for the Bidder under consideration

**(x) Combined QCBS Evaluation**

The score of technical proposal including presentation would be given 70% weightage, and the financial proposal would be given 30% weightage. The weighted combined score of the Technical bid including presentation ( $T_n$ ), and Financial proposals ( $F_n$ ) shall be used to rank the bidders on the basis of formula given as below:

Combined Score = Normalized Technical Score ( $T_n$ ) + Normalized Financial Score ( $F_n$ )

Bidder with highest Combined Score shall be declared selected Bidder.

**In the event that two or more Bidders/organizations with same final score, the Bidder with more marks in technical evaluation shall be selected.**

## J. COMMERCIAL TERMS AND CONDITIONS

Each bidder is required to accept the following terms and conditions: -

1.	Prices	:	The Price should be quoted in Indian Rupees only and the price should be for site at, Chh. Shambhajnagar (Formally Known as Aurangabad), Maharashtra as per format given at Table- I.
2.	Payment Terms for INR	:	<p>i) <b>10%</b> payment of total order value shall be given as mobilization advance on submission of the Bank Guarantee of equivalent amount. The amount will be released on submission of all required statutory approvals from the concerned Renewable Energy Department (NMRE) and Municipal Corporation Chh. Sambhajnagar.</p> <p>For advance, the Bank Guarantee shall be in favor of "BROADCAST ENGINEERING CONSULTANT INDIA LIMITED" with 180 days validity period.</p> <p>ii) <b>30 % payment</b> of the total order value shall be released on delivery of material at site certified by Project Manager BECIL/Client.</p> <p>iii) 20% % payment of the total order value shall be released upon Installation &amp; Testing at site certified by Project Manager BECIL.</p> <p>iv) <b>30% payment</b> of the total order value shall be released after satisfactory commissioning completion/handover of the project duly certified by Project Manager/Client.</p> <p><b>v) 10% payment of total order value will be paid on quarterly basis for Operation and Maintenance (O&amp;M) in two consecutive years after Commissioning of Project.</b></p> <p>vi) GST amount would be on hold and released against submission of undertaking regarding payment of GST/Filing of GST Return (as per Annexure-A), copy of challan/tax deposit slip and copy of GSTR3B.</p> <p>vii) BECIL shall not be liable for payment of any interest on any bill outstanding for payment for any reasons, whatsoever.</p> <p>viii) All the payment shall be released on back to back basis i.e. on release on payment from client to BECIL and subsequently BECIL will release payment to Vender.</p>

			<p>ix) The (day) date of delivery of goods and/or rendering of services by [vendor] shall be the date client] once the goods and/or services are accepted by [customer]</p> <p>x) If in the instant contract, [vendor] is acting only as trader/reseller /distributor/authorized agents and/or is engaged in a WORKS contract, no benefits under MSME Act 2006 and PPP Policy 2012 as per MSE Guidelines issued by Ministry of MSME would be applicable to it on account of acceptance of back to back payment terms as above. By agreeing to the terms of [customer's] Tender, the [vendor] agrees to forgo its rights under this Act and Policy.</p>
3.	<b>Consignee</b>	:	<p>The equipment/products should be consigned/Deliver to</p> <p>“CHH. SAMBHAJINAGAR DEEP UDYAN, Chh. Sambhajnagar Maharashtra, Near Swami Vivekananda Garden Chh. Sambhajnagar, Maharashtra”</p> <p>C/o Project Manager, BECIL.</p>
4	<b>Invoice</b>	:	<p>Tax invoice should be raised in the name of “<b>Broadcast Engineering Consultants India Limited, Delhi.</b>”</p> <p><b>GST No. 09AAACB2575L1ZG</b></p> <p><b>Address- C-56/A-17, Sector-62, Noida, Uttar Pradesh-201307</b></p>
5.	<b>Delivery Period</b>	:	<p><b>Within 16 weeks</b> from the date of issue of Contract/ Work order.</p>
6.	<b>Packing</b>	:	<p>The material should be securely packed to withstand transit hazards during different modes of transportation.</p>
7.	<b>Guarantee/Warranty</b>	:	<p>a. All material/equipment and works shall be under warranty for a period of one year, from date of completion of project. Any defects, if reported shall be attended to without any charges, whatsoever.</p> <p>b. <i>Bidder must also quote for comprehensive Operation &amp; Maintenance services for a period of 2 years (including warranty period).</i></p> <p>c. Bidder must also provide a certificate from OEM for After Sales support and Component availability during a period of 5 years.</p>
8.	<b>Performance Bank Guarantee</b>	:	<p>(i) The successful bidder shall have to furnish a Performance bank guarantee (PBG) within 10 working days after issuing of work order, in favor of Broadcast Engineering Consultants India Ltd,” for an amount equal</p>

			<p>to <b>5%</b> of order value and valid <b>beyond 3 months after completion of O&amp;M period.</b></p> <p>(ii) The PBG is to be valid for the entire defect liability period.</p> <p>(iii) No interest is payable on PBG.</p> <p>(iv) PBG will be realized by BECIL in case of termination of the contract for un-satisfactory performance and/or non-performance of the contract.</p>
<b>9.</b>	<b>Authorization</b>	:	An Authorization Letter from OEM should be submitted.
<b>10.</b>	<b>Taxes clause</b>	:	<p>(i) TDS as applicable will be deducted from the bills.</p> <p>(ii) GST amount claimed by the agency in the invoices will be on hold till the same reflects in the GST portal. The amount will be processed after the submission of undertaking by the agency including proof of payment/challan and GSTR-3B.</p>
<b>11.</b>	<b>Compliance Statement</b>	:	A point-by-point full compliance statement in respect to all parameters related to the concerned equipment / items should be submitted in the prescribed format given at Table 2.
<b>12.</b>	<b>Technical literature, technical data sheets and technical manuals</b>	:	Each statement of the technical specification has to be complied with & supported by printed technical literature, technical data sheets and technical manuals to assess the full merit of the offer.
<b>13.</b>	<b>Dismantling</b>	:	All Necessary activity including permission from local authority regarding dismantling of existing fixture if required for project execution, cutting / uprooting of tree/ replacement of tree shall be in the scope of the selected vendor.
<b>14.</b>	<b>Liquidated Damages / Penalty clause</b>	:	Please refer clause No. 32 of GCC, Section - II of the RFP.

**TABLE-1**

S. No.	Description	Make/ Model	Qty.	Unit Price In INR	Total Price In INR	Taxes	Final Price in INR including Taxes
1							
2							
3							
<b>GRAND TOTAL</b>							

**Table 2**

**COMPLIANCE STATEMENT PERFORMA**

Sr. No.	Sr. No. of Specification	Description of Specification	Compliance (Yes/No)	Deviation, if any, to the specification	Optional Items , if any, required for the completeness of system
1					
2					
3					

**Note: Each statement of the technical specification has to be complied with & supported by printed technical literature, technical data sheets and technical manuals to assess the full merit of the offer.**

**K. PROPOSAL RESPONSE FORMAT**

All the bidders are requested to use the same or similar format as given while submitting the commercial bids. The proposal must be submitted strictly in the format uploaded at the website.

1. The RFP 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 an English translated document. The English version shall prevail in matters of interpretation.

Each and every page of the RFP should be numbered and mention the relevant page no. of the documents in the checklist. RFP Documents which are not legible shall be rejected.

2. The RFP includes official response to pre-proposal conference questions, addendum, and any other material published by the BECIL pursuant the RFP. The bidder is to disregard any previous draft materials and any oral representations it may have received. All responses to the requirements in Sections (list appropriate section) of this RFP must clearly state whether the proposal will satisfy the referenced requirements, and the manner in which the requirement will be satisfied.
3. BECIL reserve the right to amend any term of the RFP 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 after the selection of bidder, all the amendment will be applicable. In case of non-acceptance of such amendment, the EMD submitted will be forfeited by BECIL.
4. The agency/ bidder/OEM/Implementation Agency shall ensure that it fulfills the eligibility criteria as desired in the RFP 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.
5. The RFP should be duly signed on each page by authorized person in support of having read, understood and complied with the requirements of the tender document. Each page should be properly numbered. Documents authorizing the signatory must accompany the RFP.
6. The RFP complete in all respects must be submitted with requisite information and annexure(s). The RFP should be free from ambiguity, change or interlineations. Incomplete RFP will not be considered and is liable to be rejected without making any further reference to agency/bidder/OEM/Implementation Agency(s).
7. 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 RFP.



8. 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.

#### **L. WARRANTY / GUARANTEE**

Apart from the standard product guarantee / warranty offered for individual pieces or sets of equipment (e.g. replacements for defective supplies, conformance to specifications provided in documentation etc.) vendors must provide details of the nature of guarantee for deliverables of the complete system that they are willing to commit. Guarantee with respect to the installation defects will also be applicable for the same period of time.

#### **M. ADDITIONAL INFORMATION**

Vendors should provide the following additional information.

- a. A copy of the latest / last annual report of the company and wherever applicable of the key principals. This is required, amongst other things, to understand the financial strengths, growth rate etc. of vendors.
- b. List with details (including name of client and Site) completed similar work during last **5 years** ending the last day of the month previous to the one in which applications are invited.
- c. Particulars of the partners or related / inter-linked company in India for sales, installation / commissioning and support (for principals/OEM) OR, principals with whom you have a tie-up (in the case of integrators).
- d. Any other detailed information of relevance (such as market shares etc.) with supporting documents or references.

#### **N. BECIL OBLIGATIONS**

BECIL reserves the right to accept any bid, reject any or all bids and to annul the bidding process at any time prior to the award of the contract without thereby incurring any liability to the affected bidder/bidders or any obligations to inform to the affected bidder/bidders of the grounds for BECIL's action.

## O. TECHNICAL QUALIFICATION CRITERIA

Sr. No.	Parameters/Attributes/Dimensions (The data/details shall be of the System Integrator)	Maximum Score
<b>1</b>	<b>Financial strength of the firm:</b>	<b>10</b>
	Average annual financial turnover of Rs. 8.00 Crore for last three years	5
	Average annual financial turnover of Rs. 10.00 Crore for last three years	7
	Average annual financial turnover of Rs. 12.00 Crore and above for last three years	10
<b>2</b>	<b>Experience of having successfully completed similar work during last 5 years ending the last day of the month previous to the one. (Work order and completion certificate required)</b>  SIMILAR WORK means Façade/Decorative Lighting and illumination with related electrical works for ASI / Central Government / State Government/PSUs.	<b>15</b>
	a) 1 No. of $\geq 6.40$ Crores work	15
	b) 2 No. of $\geq 4.00$ Crores work	10
<b>3</b>	<b>Experience of ongoing operations and maintenance in the name of bidder for light garden work (Decorative internally diffused type illuminated elements other than street lights and pathway lights) for ASI / Central Government /State Government/PSUs with not less than 3 years of ongoing operations and maintenance (O&amp;M) contract period. Satisfactory certificate of ongoing O&amp;M duly certified by competent authority. The date of certificate within 15 days of the publishing of this tender.</b>	<b>10</b>
<b>4</b>	<b>Electrical license with PWD registration of firm</b>	<b>10</b>
	1. Within Maharashtra	10
	2. Other than Maharashtra	05
<b>5</b>	<b>Quality accreditations, Licensing requirements of OEM</b>	<b>10</b>
	a) ISO 9001:2015 of OEM	2
	a) ISO 14001:2015 of OEM	2
	b) ISO 45001:2018 of OEM	2
	c) BIS certificate for LED Luminaries from proposed OEM	4

<b>6</b>	<b>Team composition &amp; License</b>	<b>10</b>
	a) One Lighting / Simulation Design Expert with at least 7 years of experience in relevant field.	5
	b) One Electrical / Electronics Engineer with at least 5 years of experience in relevant field.	5
<b>7</b>	<b>1 no of light garden work (Decorative internally diffused type illuminated elements other than street lights and pathway lights) in running conditions at minimum of 2 acres area (documents should be submitted with GPS PHOTOS)</b>	<b>5</b>
<b>8</b>	OEM service station with service team	<b>10</b>
	a) At a distance of below 400 KM	10
	b) At a distance of above 400 KM	5
<b>9</b>	The Bidder to showcase their capabilities in terms of Concept Façade/ Decorative Lighting and illumination with related electrical works for <b>Chh. Sambhajinagar Deep Udyan at Chh. Sambhajinagar, Maharashtra</b> Technical Presentation is to be performed before the Technical Evaluation Committee (TEC).	<b>20</b>
	<b>Total Score</b>	<b>100</b>

**Note: Minimum 75 marks out of 100 require for opening of financial bid. If the bidder scores 74 marks bid will be rejected.**

#### **TECHNICAL CUM CREATIVE EVALUATION**

QCBS 70:30, procedure shall be adopted in evaluating of the Bids as under:

**1. Evaluation of the proposal of bidder shall be done as per the documents submitted. Bidders securing 60 or more marks from the Technical cum evaluation criteria under S. No. 1 to 8 of table above, will be called for presentation.**

**2. The financial bid of only the qualified bidders will be opened as per e-tender process.**

#### **FINANCIAL EVALUATION**

The Financial Proposals shall be opened digitally which can be viewed by the bidders on their dashboard.

The lowest financial proposal would be evaluated on QCBS system and bidder quoting overall lowest Amount (L1) would be awarded the highest marks i.e., 30 Marks.

Marks of the other bidders would be evaluated as per detail given below: Lowest Bidder (L1) = 30 Marks

Other bidders = Amount quoted by lowest Bidder (L1)/ Amount quoted by the other Bidders X 30

The marks as calculated would be added to the marks obtained in technical evaluation and the bidder securing the highest total marks would be considered as successful bidder.

#### **P. DURING DEFECT LIABILITY PERIOD AND O&M**

1. The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date. The defects liability period is 1 year from the date of completion to be followed by 1 year of operations and maintenance.
2. Defect Liability shall mean the obligation of Contractor to undertake the following Works as per the specifications, to the satisfaction of Project Manager, BECIL and competent authority of PFC.
  - a. To complete any work which is outstanding in date stated in Taking over Certificate within a stipulated time as directed by Project Manager, BECIL and competent authority of PFC.
3. To execute all work required to remedy defects or damage as may be as notified by Project Manager, BECIL and competent authority of PFC on or before the expiry date of the defects notified by the Project Manager, BECIL and competent authority of PFC for the Works or sections as the case may be. If a defect appears or damage occurs the Contractor shall be notified accordingly by the Project Manager, BECIL and competent authority of PFC or his authorized representative on his behalf. The Contractor shall remedy the defects/ damages notified to him within a time period as stipulated by Project Manager, BECIL and competent authority of PFC. If the Contractor fails to remedy/rectify the defects or damages by this notified date, it shall be executed at the risk and cost of Contractor.
4. The Contractor has to commence the remedying work as soon as possible and in any case not later the 3 days of its communication by the Engineer- in-charge and complete the same within 7 days maximum or in a time period as directed by Engineer- in-charge. In case the Contractor fails to start the remedying work within above specified period, the department will take necessary action to carry out such Works at the risk and cost of the Contractor and the amount so incurred will be recovered from the Contractor from any such amount payable to the Contractor by the Government or through the deposit available with the department and even as recovery of land revenues if necessary.

#### **Visit of Contractor during Defect Liability Period and O&M period**

5. Contractor shall carry out one inspection in every 3 months during the first year after completion of the work and carry minimum 4 inspections per year for the remaining 2 years of O&M. However during rainy season, the Contractor shall undertake such an inspection every month till the monsoon is over. The inspection shall be in the company of the representative of Engineer-in-charge. The defect Noticed during the inspections shall be recorded and signed by the Contractor and representative of Engineer- in-charge. The Contractor shall rectify the defects if any, within 10 days or such period as may be notified by the Engineer- in-charge.

# SECTION - II

## CONTENT

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4. INDEMNITY
5. SIGNING OF NON-DISCLOSURE AGREEMENT
6. CODE OF INTEGRITY
7. CONFLICT OF INTEREST
8. UNDUE INFLUENCE
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34. **SPECIAL CLAUSE**

## **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-21 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 it'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 RFP, 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 offenses 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 Guide lines 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 RFP and the Work Order, BECIL may cancel the contract/Work Order in full or part thereof, and will procure supplies/equipment's or ensure the execution of work or any pending service in case of service contract from other willing vendor at the risk and cost of the Bidder.

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 RFP or as extended from time to time, for the reason attributable to the Agency/ Bidder.

- 12.6. Termination of Contract on account of any other reason (s) attributable to Agency/Bidder
- 12.7. Assignment, transfer, subletting of Contract by the Agency/Bidder without BECIL's written permission resulting in termination of Contract or part thereof by BECIL

### **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**

- 1.1 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.
- 1.2 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 RFP, or subsequent work order issued thereto, then it shall be open to BECIL at its option by written notice to the Agency/Bidder to:
- b) To terminate the contract without prejudice to any other remedy available under the Contract. That a notice of cure, highlighting the deficiency or problem shall be served on the Agency /Bidder by BECIL, with an opportunity to cure the same within a period of 15 days. That on the non-resolution of deficiency, a notice of termination shall be served on the Agency/Bidder and the Contract shall be deemed terminated after a period of 15 days from the date of notice of termination.

### **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 of 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: binaytiwari@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 empanelled with the Delhi International Arbitration Centre.
- e) The seat of Arbitrations shall be at New Delhi and the Arbitration proceeding shall be conducted in English.
- f) The award of Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by both the parties.
- g) The provision of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time shall apply to the Arbitration proceedings under this Contract.
- h) That any claim of damage(s) or losse(s) incurred by BECIL as a consequence of the invocation of the litigation/arbitration proceeding owing to the suspension 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 RFP, 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 to be performed by it, without the prior written consent of BECIL.

## **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. TRANSFER AND SUB-LETTING:**

Transfer and sub-letting is not allowed.

## **27. ASSIGNMENT:**

- 27.1. All terms and provisions of this RFP and subsequent Contract/ Agreement / work order with the successful Bidder shall be binding on both the parties and their respective successors and permitted assigns.
- 27.2. 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.
- 27.3. 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.

## **28. CONSORTIUM: NOT ALLOWED**

Bidders are not allowed to participate in Consortium.

## **29. 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.

### **30. 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.

### **31. ENTIRE CONTRACT:**

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

### **32. LIQUIDATED DAMAGES**

32.1 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:

- 32.2 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)
- 32.3 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.
- 32.4 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)
- 32.5 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.

### **33. 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.

### **34. LABOR LAWS COMPLIANCE CLAUSE**

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

**The Contractor shall ensure:**

- a) Timely payment of wages to all workers and submission of proof to the authority.
- b) A safe and healthy working environment is maintained at the site.
- c) No child labour or forced labour is employed.
- d) Proper records and registers are maintained as per statutory requirements.

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

### **35. SPECIAL CLAUSE**

The Pictures/images/design and site location as shown in the tender document is indicative in nature and is subject to change.

All the design, name, images, and pictures of the product mentioned in the RFP are taken from open source as an indicative requirement to explain the scope of work. BECIL shall not be liable for any legal issues arising from potential infringement /falsification of patent rights and or trademarks etc.

The bidders are expected to conduct a thorough research to ensure that their offer does not infringe on any rights related to patent and/ or trademarks.

**Bidders are required to furnish an undertaking on a Rs.100 stamp paper as follows:**

***“[Bidders name & address] hereby acknowledges and agrees that they are solely responsible for ensuring that any trademarks/patents etc. used in connection with licensed products offered against this RFP do not infringe upon any third party right and BECIL shall be indemnified from any design or trademark infringement arising from FP and project execution thereof”.***

# SECTION III

## TECHNICAL REQUIREMENT

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A. BILL OF MATERIAL & TECHNICAL SPECIFICATION

B. SCOPE OF WORK

C. SCOPE OF WORK DURING SITC

D. SCOPE OF WORK DURING DEFECT LIABILITY PERIOD AND O&M



## B. BILL OF MATERIAL & TECHNICAL SPECIFICATIONS

### ANNEXURE – A

Sr. No.	Description	Unit	Qty.	Make/Model (Custom)	RATE	TOTAL
1	Supply installation testing and commissioning of Multi- color LED decorative Entrance gate, Size of the should be not less than 5M x4M with structure made of MS with Powder Coated Display Fascia should be made of LEDs and 3D Wall Mounted channel letter of Acrylic on Aluminum composite panel (ACP) Board Lit letter should be used Ultra Bright LED modules, Led Wall Mounted Flowers, Neon Lights Pixels and other decorative articles. Input Voltage: DC12V/24V/AC 2240V, Protection Grade: IP65. As per Approved by Department.	Nos.	1			
2	Supply, Installation, Testing and Commissioning of RGBW Tunnel with sound system Height 3.5 Metres and Length 30 Metres and operating Voltage range should be: AC 110V/220V, IP65, impact resistance level should be suitable to site condition, Input voltage range should be 12/24V DC, impact resistance level should be suitable to site condition.	Nos.	1			
3	Supply, Installation, Testing and Commissioning of RGBW Tunnel with sound system Height 3.5 Metres and Length15Metresand operating Voltage range should be: AC 110V/220V, IP65, impact resistance level should be suitable to site condition, Input voltage range should be 12/24V DC, impact resistance level should be suitable to site condition.	Nos.	1			

Sr. No.	Description	Unit	Qty.	Make/Model (Custom)	RATE	TOTAL
4	Supply, Installation, Testing and Commissioning of RGBW Tunnel with sound system Height 3.5 Metres and Length 10Metres and operating Voltage range should be:AC 110V/220V, IP65, impact resistance level should be suitable to site condition, Input voltage range should be 12/24V DC, impact resistance level should be suitable to site condition.	Nos.	1			
5	Supply of Advance Technology Gobo Projector for special objects projections, Rated Voltage : AC 100-240V 50/60 Hz, Power factor: >0.93, Safety Class : Class-I, ESD Protection : IEC61000-4, Light Source : High Power LED, Light Source Life:>50000hours,BeamAngle:10°~40°,Rated Power:80- 120W, Housing Material : Alluminium Alloy & heat proof engineering plastic, Color : 7 colors + white color, rainbow effect,RotatingGobo:4 inter change able glass gobos or metal gobos, Gobo Rotation : Rotate clockwise and anticlockwise at variable speed, Focus : Electric linear focus, Zoom : Electric linearzoom,IngressProtection:IP65,ColorCooling:With rapid- speed fans.	Nos.	11			
6	Supply, Installation, Testing, and Commissioning of FRP/Acrylic made Gate Structure: Size : Height 4 Mtr. Width 4 Mtr. Length 6 Mtr.	Nos.	1			
7	Supply of LED Photo Opp Points, Input Voltage range should be : AC 220V/DC12-24V, frame structure should be in metal, light surface should be in Silicone with Safety class (EN 61140): III, ingress protection rating (DIN EN 60529): IP65, impact resistance level should be suitable to site condition, size of the selfie points should be minimum 15-20 Mtr. length and 3 Mtr height or as per design custom size.	Nos.	1			

Sr. No.	Description	Unit	Qty.	Make/Model (Custom)	RATE	TOTAL
8	SITC of Illuminated Chair Cube Shape structure with LED Illumination, outer body should be made of FRP/PC, should be more durable., Size should be 400mm, Input voltage should be DC12/24V/AC220V, Safety class (EN61140): III, ingress protection rating (DIN EN 60529): IP65, impact resistance level should be suitable to site condition.	Nos.	20			
9	Supply, installation, testing & commissioning of 3-5 Mtr. artificial papaya structure with LED Illumination, Input Voltage range should be : AC AC 220V/ DC12/24V Size of the Palm Structure should be minimum 3-5 Mtr. in height and 2 Mtr. in width, Number of Leaf should be minimum 10 Nos and number of Nata should be minimum 6 Nos, Color combination should be Red, Yellow, Green & Blue, Power Consumption of the Palm Structure should not exceed to 95W, Safety class (EN61140): III, ingress protection rating (DIN EN 60529): IP65, impact resistance level should be suitable to site condition	Nos.	14			
10	Supply of Illuminated LED Pixel Tower luminaires, structure diameter should be 3Mtr. and height should be 5-7 Mtr., wattage of the structure should not exceed to 1500W, Microchip controller, mode & speed control. Rainproof box. Metal frame, powder coating, white frame color, LED string, clear PVC wire, Safety class (EN 61140): III, ingress protection rating (DIN EN 60529): IP65, impact resistance level should be suitable to site condition, Input voltage range should be 12/24V DC.4	Nos.	4			
11	SITC of Exterior Flood Lights Die-cast aluminium body of 180 WRGBW or 3200K LED, Available Optics-6°, 10°, 15°, 20°, 30°, 36°, Grout Mountable, Dimming : 0-100% , 16Bit,	Nos.	50			

Sr. No.	Description	Unit	Qty.	Make/Model (Custom)	RATE	TOTAL
	Cooling System-Forced Convection, Control Protocol-DMX 512 And RDM Enabled for ease to monitor remotely, Input Voltage : AC100-240V, Housing - Die-cast aluminum, OperatingTemperature:10°C-55°C,Ingressprotection:IP67, Impact Grade : IK10, Built-in power supply and Address Management should be externally with the remote/RDM,BIS					
12	Supply, installation, testing & commissioning of Attractive Illuminated Hangers, Length: 15 Mtr. , Width: 3 Mtr. (As per client approval)	Nos.	5			
13	Supply, installation, testing & commissioning of Pixel light in pattern (As per client approval)	Sq. Mtr.	500			
14	Multi color Tree illumination Neon Flex Light: 5-10 W/M, LED, DC24V, IP 65, Silicon Material -Much more flexible, Efficient heat dissipation, Smooth plane lighting surface, Perfect resealing with silicone glue. Mounting channel made of aluminium with acrylic diffuser screen, LED-DC 24V, source Efficacy>90lm/W,CRI>80, SMD LED, yellow glue3M,120- degree beam angle, It also includes External IP67/68 metal body Electronic Power Supply for LED strip, which offers Protection against Short Circuit, Over-Voltage & Over- Current, with in-built surge protection.	Sq. Mtr.	30			
15	Supply, installation, testing & commissioning of Floor Projection Mapping (As per client approval)	Mtr.	25			
16	Supply of 3 Dimensional artificial Waterfall luminaires, structure should be divided in 3level, base diameter should be 3M and height should be 5M,wattage of the structure should not exceed to 4000W, White water	Nos.	1			

Sr. No.	Description	Unit	Qty.	Make/Model (Custom)	RATE	TOTAL
	flow LED, Microchip controller, mode & speed control. Rainproof box. Metal frame, powder coating, white frame color, LED string, clear PVC wire, 24VDC, Safety class (EN 61140): III, ingress protection rating (DIN EN 60529): IP65, impact resistance level should be suitable to site condition, Input voltage range should be 12/24V DC, approx. 8000-10000 LED should be used in one luminaire structure.					
17	Supply of 12 Way Multy String Light Dynamic RGB lighting for outdoor use, Reliable and easy to install, Minimal heat output, Suitable for completely outdoor use with having IP65 ingress protection, wattage of the structure should not exceed to 150W, structure Size should be 2000mm.	Nos.	12			
18	Supply of artificial Lotus structure with LED Illumination, Input Voltage range should be: DC12/24V/AC220V, Size of the Structure should be minimum 1.0 to 1.5M height, Color options should be available in combination of Yellow & Green, Ingress protection should be IP65.	Nos.	30			
19	Supply of Attractive Pathway Light Dynamic RGB lighting for outdoor use, Reliable and easy to install, Minimal heat output, Suitable for completely outdoor use with having IP65 ingress protection, wattage of the Light should not exceed to 3- 5W with DMX controller and Drivers.	Nos.	250			
20	Supply of Attractive Pathway Light Dynamic RGB lighting or outdoor use, Reliable and easy to install, Minimal heat output, Suitable for completely outdoor use with having IP65 ingress protection, wattage of the Light should not exceed to 3- 5W with DMX controller and Drivers.	Nos.	20			
21	Supply of Motorized artificial Butterfly with	Nos.	20			

Sr. No.	Description	Unit	Qty.	Make/Model (Custom)	RATE	TOTAL
	stand with LED Illumination, Input Voltage range should be: DC 12/24V /AC 220V, Size of the Structure should be minimum 45 to 50 cm height, Color options should be available in combination of Yellow & Green, Ingress protection should be IP65.					
22	Supply of Motorized artificial Flying Bird with stand with LED Illumination, Input Voltage range should be : DC 12/24V /AC 220V, Size of the Structure should be minimum 65 to 70 cm height, Color options should be available in combination of Yellow & Green, Ingress protection should be IP65.	Nos.	30			
23	Supply of round shape embedded effects engine delivers interactive touch lighting for outdoor use, system creates interactive experiences that are defined from a set of simple rules and procedures which act on a range of visual source elements; colors palettes, oscillators and random 'noise' generators. Sensors control how these visual sources are mixed, modified and displayed in real time, creating dynamic interactive visual experiences, housing should be made in stainless steel frame and toughened glass cover on top, touch panel should have following technical features : High brightness RGB LEDs, capacitive motion / proximity sensors with 75-100 mm sensing range, Built-in programmable interactive effects engine, Stand-alone operation, Reliable and easy to install, Minimal heat output, Suitable for completely outdoor use with having IP67 ingress protection, Size of an interactivetouchpanelshouldnotexceedto500x500x70mm,	Nos.	50			

Sr. No.	Description	Unit	Qty.	Make/Model (Custom)	RATE	TOTAL
24	Supply of Piano shape embedded effects engine delivers interactive touch lighting for outdoor use, system creates interactive experiences that are defined from a set of simple rules and procedures which act on a range of visual source elements; colors palettes, oscillators and random 'noise' generators. Sensors control how these visual sources are mixed, modified and displayed in real time, creating dynamic interactive visual experiences, housing should be made in stainless steel frame and toughened glass cover on top, touch panel should have following technical features : High brightness RGB LEDs, capacitive motion / proximity sensors with 75-100 mm sensing range, Built-in programmable interactive effects engine, Stand-alone operation, Reliable and easy to install, Minimal heat output, Suitable for completely outdoor use with having IP65 ingress protection.	Nos.	1			
25	Supply of artificial Rose Flower with Leaf with LED Illumination, Input Voltage range should be : AC 220V/ DC12V Size of the Structure should be minimum 63CM, Multi-color should be available for Rose illumination, Ingress protection should be IP65.	Nos.	300			
26	Supply, Installation, testing and commissioning of Projector with active solution 1920 x 1080 (Full HD), Minimum 4500 Lumens, illumination minimum 10000 Hours, Omni directional, Horizontal and Vertical lens off set, Inputs: HDMI2.0, RS232 in/out, Ethernet, Should be complete with mounts and lens as per site.	Nos.	4			
27	Supply, Installation, testing and commissioning of a 5 meter tall cylindrical structure with intricate patterns of text and	Nos.	1			

Sr. No.	Description	Unit	Qty.	Make/Model (Custom)	RATE	TOTAL
	numbers cut out of its surface , allowing light to pass through. Diameter of cylindrical Structure is 2Meter and using RGBW Dynamic Lights are placed in centre of cylindrical structure					
28	Supply, Installation, testing and commissioning of a 4.5 meter tall Pyramid structure with intricate patterns of text and numbers cut out of its surface , allowing light to pass through. Diameter of pyramid Structure is 2 Meter and using RGBW Dynamic Lights are placed in centre of pyramid structure	Nos.	1			
29	Supply, Installation, testing and Commissioning of illuminated swing as per client approval	Nos.	4			
30	Supply, Installation, testing and Commissioning of illuminated see saw as per client approval	Nos.	4			
31	Supply, Installation, Testing and Commissioning of art installation at night featuring several illuminated birds like white American Pelican and the birds are mounted on poles at varying heights. Wings of Birds are illuminate with multine on flex.	Nos.	20			
32	SITC of Electricals Work, Cables, Junction Box, Installation of Lights with necessary brackets arrangements, Programming for Illuminated Garden. <b>Providing light barricades whenever required for the safety of elements.</b>	Lot.	1			
33	10 kW Solar Power Tree (Mono Crystalline Solar Panel of 500 watt & above) with required all the accessories, liasoning work for departmental approval and civil work.	Nos.	4			



Sr. No.	Description	Unit	Qty.	Make/Model (Custom)	RATE	TOTAL	
34	E- Mobility (EV) - Prepare action plan and design of E- mobility, Providing and Fixing of E- vehicle charging station with capacity of 30kW DC fast Charging, with required all the Accessories, liasoning work for departmental approval, Fabrication, interior and civil work.	Nos.	1				
35	Electrical substation for LT/HT as per site requirement	Job	1				
36	<b>Electrical Connection / Enhancement Power for total Electrical Load for Deep Udyan.</b>	Job	1				
		<b>TOTAL AMOUNT (INCLUDING GST)</b>					
		<b>COMPREHENSIVE O&amp;M FOR 2 YEARS@10%</b>					
		<b>GRAND TOTAL</b>					

**Note: -**

1. The make and model/part no. of each and every equipment / item / installation material etc., should be clearly mentioned in the offered Bill of Material/Bill of Quantity (BOM/BOQ).
2. The suggestive Bill of Material (BOM) has been provided as above. The bidder is required to provide the complete list of equipment, software and accessories etc., offered to meet the requirement as per specifications. The quantity of each item including sub-module etc., are to be specified clearly and compulsorily, failing which the bid is liable to be rejected summarily.
3. The bidder should provide the, offered un-priced Bill of Material in electronic form with the priced bid for ease of technical evaluation.
4. The client has the rights to change the design and light elements as per actual site requirements.
5. The bidder should coordinate with the CSMC for the civil activities and tree-cutting permissions, landscaping work required for the proposed site.

## C. SCOPE OF WORK

### 1.0 Chh. Sambhajnagar Deep Udyan at Sambhajnagar, Maharashtra

Chh. Sambhajnagar Deep Udyan is a park with glowing artifacts. It is a unique attraction, difficult to find anywhere else in Maharashtra. The proposed place should be visited after sunset as in daylight, the glow of various attractions won't be visible.

A Glow Garden typically refers to an outdoor space or garden that is illuminated with various types of lighting, often including LED lights, glowing sculptures, and other light installations. These gardens are redesigned to create a magical, visually stunning environment that can be enjoyed after dark. Glow Gardens are often featured in festivals, events, or as permanent installations in parks and botanical gardens. They can include themes and artistic elements, such as light-up flowers, animals, and interactive displays, providing an enchanting experience for visitors. Night Gardens are immersive experiences that combine the beauty of nature with the enchantment of artistic lighting. Here are more detailed aspects of Glow Gardens:

1. **Lighting Technology:** They utilize advanced lighting technologies, including LED lights, fibre optics, and sometimes even lasers. These lights are often programmable to change colours, patterns, and intensities, creating dynamic and captivating visual effects.
2. **Artistic Installations:** Gardens often feature a variety of artistic light installations. These can include glowing sculptures, lanterns, and other creative designs that add an artistic flair to the natural setting.
3. **Themes and Story telling :** Many Gardens are designed around specific themes or stories. For example, some might depict fairy tales, mythical creatures, underwater scenes, or winter wonderlands. These themes are brought to life through the strategic placement of lights and installations.
4. **Interactive Elements:** To enhance visitor engagement, Glow Gardens often incorporate interactive elements. This might include light-up pathways that change color as people walk on them, touch-sensitive installations, or augmented reality components that visitors can interact with via their smart phones.
5. **Seasonal and Event-Based:** Glow Gardens are popular during festive seasons such as Christmas, Halloween, and Chinese New Year. They can be part of larger events like light festivals, botanical garden exhibits, or city

## 2.0 Proposed Deep Udyan

Designing a Deep Udyan involves creating a magical and immersive experience for visitors through the use of innovative lighting, artistic installations, and engaging themes. Here's a proposed concept for an Enchanted Light Garden:

- **Concept Theme:** "Mystical Realms"

1. **Entrance Gateway**

- **Design:** A grand, illuminated archway adorned with twinkling lights and mystical symbols.
- **Features:** Projection mapping to display an opening "portal" effect as visitors walk through.

2. **Forest of Light**

- **Design:** A path winding through a dense forest where trees are wrapped in LED lights.
- **Features:** Hanging lanterns, light-up mushrooms, and holographic fairies that flit between the trees.

3. **Crystal cavern**

- **Design:** A tunnel-like structure mimicking a cavern, with walls lined with faux crystals.
- **Features:** The crystals glow in various colors, with lighting synchronized to ambient music for a calming effect.

4. **Enchanted Lake**

- **Design:** A tunnel-like structure mimicking a cavern, with walls lined with faux crystals.
- **Features:** The crystals glow in various colors, with lighting synchronized to ambient music for a calming effect.

5. **Starlit Meadow**

- **Design:** An open area covered in soft grass with thousands of tiny LED lights mimicking stars.
- **Features:** Glow-in-the-dark benches, and large, light-up flowers that change colors.

6. **Starlit Meadow**

- **Design:** A whimsical area with small houses and fairy homes embedded in tree trunks.
- **Features:** Motion sensors trigger fairy lights and sound effects when visitors approach.

### 7. Magical Maze

- **Design:** A hedge Maze with paths illuminated by guiding lights and enchanted artifacts hidden throughout.
- **Features:** Interactive elements where touching certain objects changes the color or pattern of the lights.

### 8. Fantasy Fountain

- **Design:** A central fountain with water jets illuminated by LED lights.
- **Features:** Synchronization with music for a light and water show, incorporating projection mapping on the water spray.

### 9. Celestial Garden

- **Design:** A garden area with plants that appear to glow under UV lights.
- **Features:** Paths lit with fiber optic lights, and holographic projections of celestial bodies like stars, planets, and constellations.

### 10. Inter active Story book

- **Design:** Large illuminated pages of a story book scattered throughout the garden.
- **Features:** QR codes on each page lead to audio or video narrations of a mystical story that ties together the various garden areas.

- **Additional Features:**

- **Ambient Sound:** Soft, mystical music playing throughout the garden, with speakers hidden among the plants and installations.
- **Guided Tours:** Option for guided tours where storytellers in costume lead visitors through the garden, sharing legends and tales related to each area.
- **Night-time Events:** Special night time events such as light shows, live performances, and themed nights (e.g., fairy night, wizard night).

- **Sustainability Considerations:**

- **Energy Efficiency:** Use of energy-efficient LED lights and solar-powered installations.
- **Recyclable Materials:** Structures and installations made from recyclable or biodegradable materials.
- **Local Flora:** Incorporation of local plant species to enhance the natural beauty and ecological balance of the garden.

- **Visitor Amenities:**

- **Food and Beverage Stalls:** Themed food and drink options, such as glowing beverages and fairy cakes.
- **Souvenir Shop:** Light-themed souvenirs, including glow sticks, LED accessories, and themed merchandise.
- **Rest Areas:** Comfortable, illuminated seating areas for visitors to relax and enjoy the ambiance. This proposed Enchanted Light Garden aims to transport visitors into a mystical world, blending nature and technology to create an unforgettable experience.

### 3.0 Chh. Sambhajinagar Deep Udyan at Sambhajinagar, Maharashtra



Proposed Chh. Sambhajinagar Deep Udyan

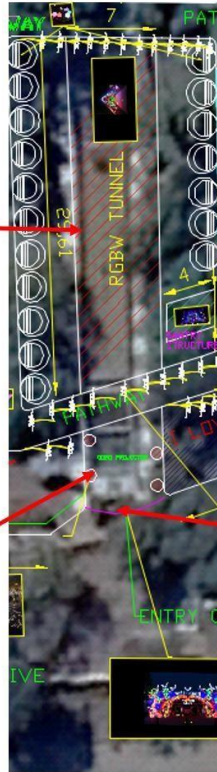
- **Zone-1**



RGBW LED Tunnel



GOBO Projector



Decorative Entry Gate



Entry Gate

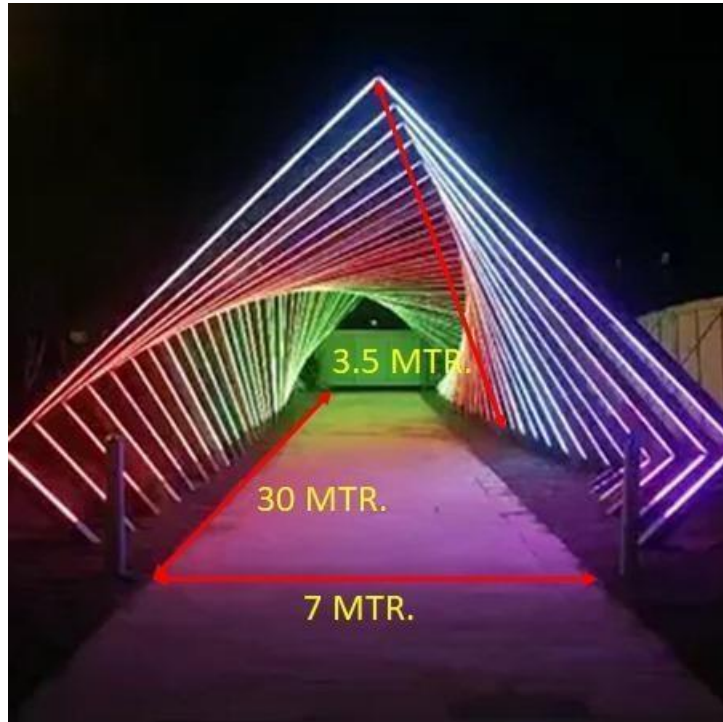


## Gobo Projector

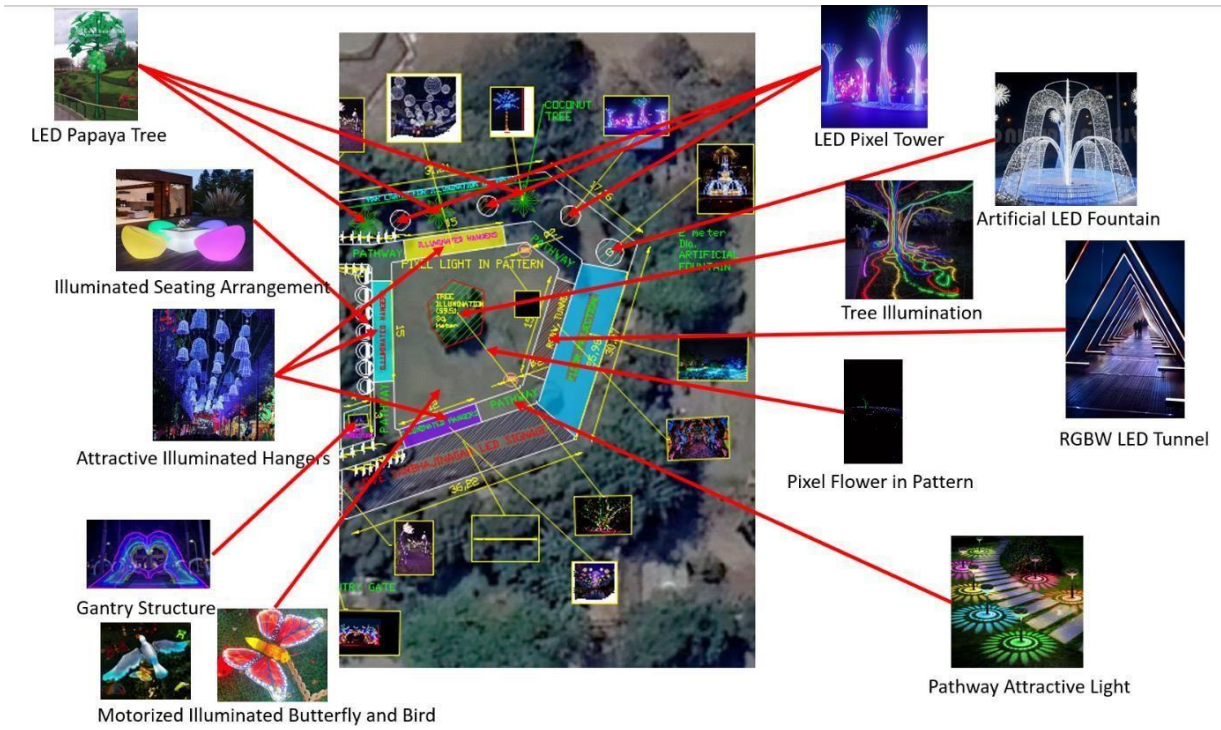




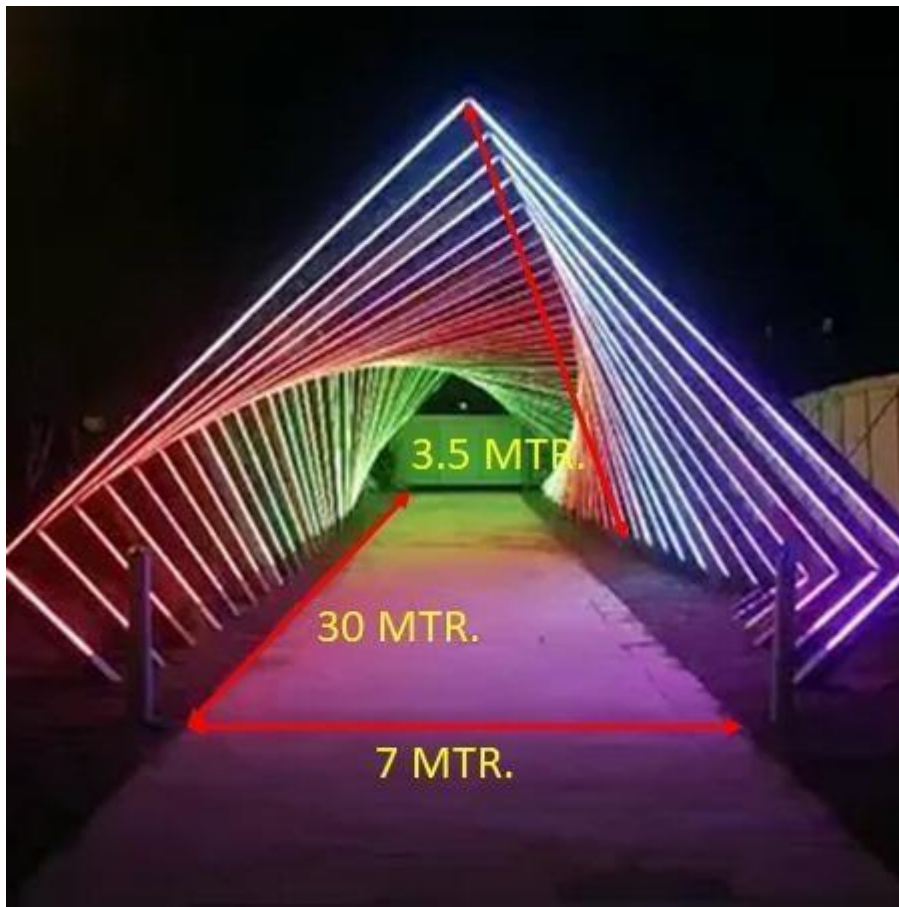
## RGBW Tunnel



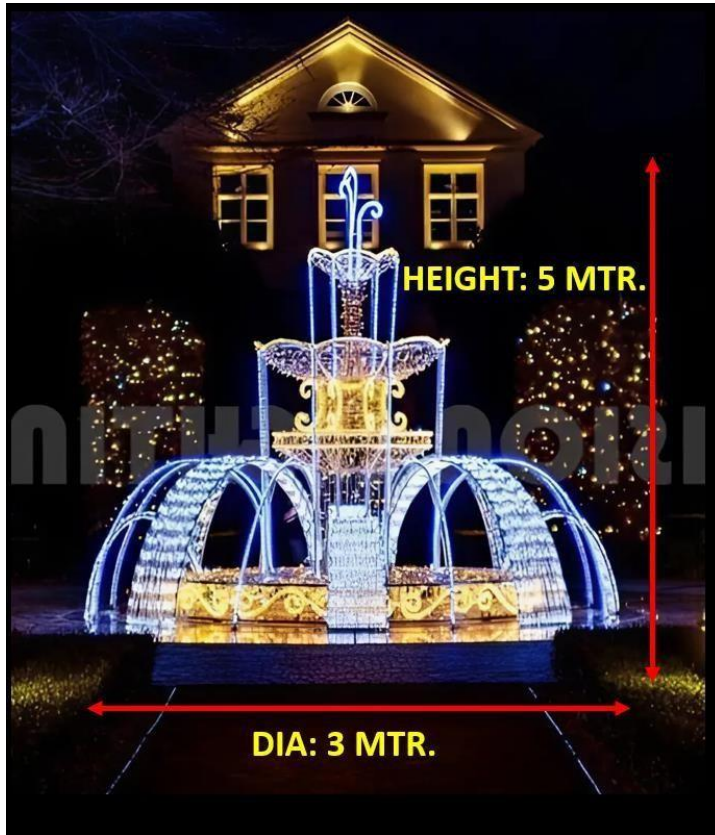
• Zone-2



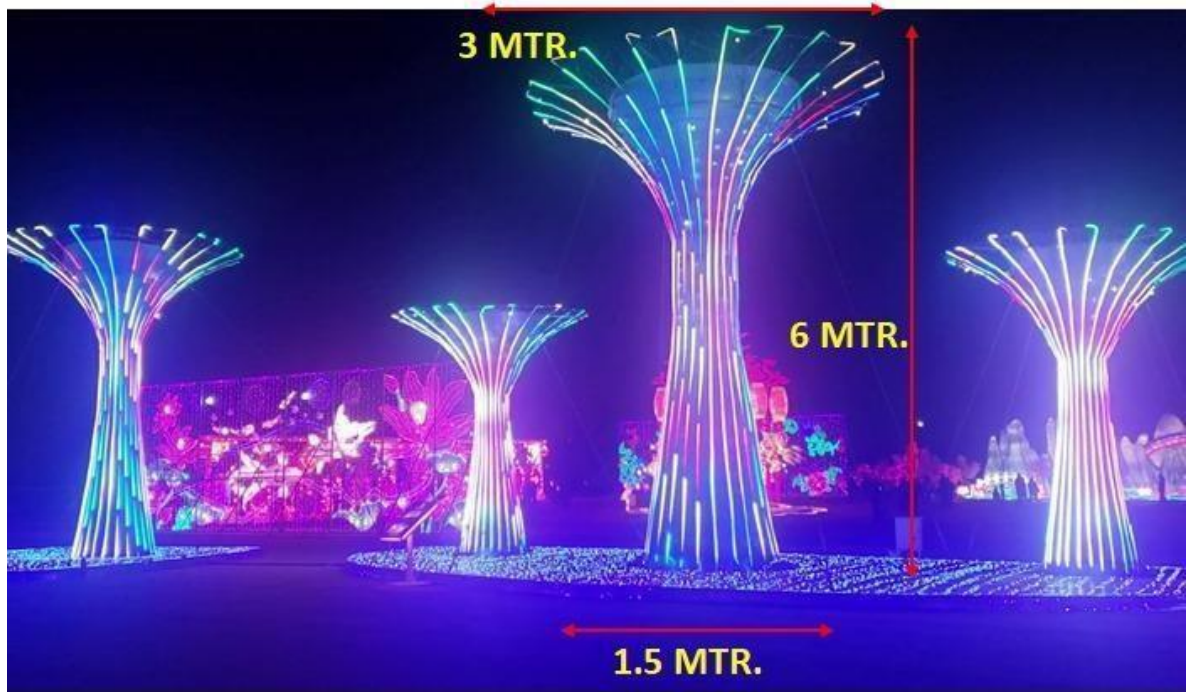
**RGB LED Tunnel**



Artificial LED Fountain



**LED Pixel Tower**



**Park Light**



**Gantry Structure**



**LED Selfie Point**



**Tree Illumination with RGBW Neon Flex**



## Illuminated Seating Arrangement

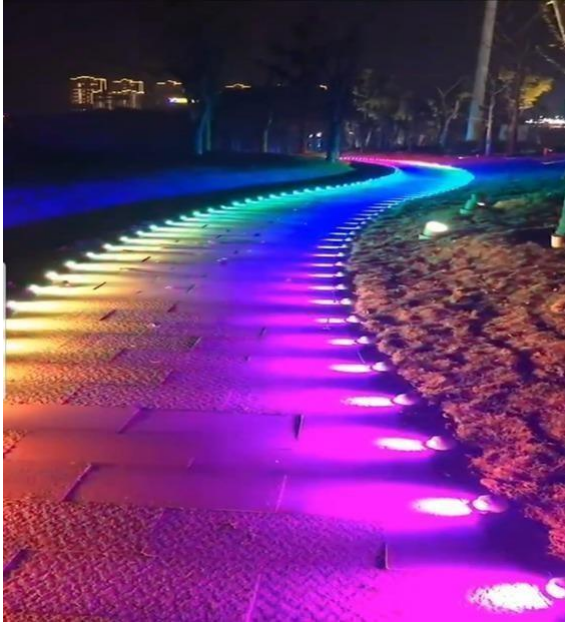




**Papaya Tree**



**Pathway Light**



**Pixel Lighting Pattern**



### Glowing Butterfly



### Glowing Bird





## Inter active Pathway



### Attractive Pathway Element



### Projection Mapping on Tree



### LED Pixel Tower



### Illuminated Seating Arrangement



## Illuminated Rose Garden





### Interactive Piano



### Illuminated Swing



## Illuminated See Saw



## Attractive Pathway Light





**Illuminated Flying Bird**

**Attractive Illuminated Hangers**



## Attractive Shadow Element



## 1.0 Renewable Energy

Solar energy is a form of renewable energy that uses sunlight to generate electricity or heat. Renewable energy sources are those that can be replenished naturally and do not deplete the Earth's resources.

Solar energy works by capturing the sun's rays using solar panels, which are made of photovoltaic cells that convert light into electric current. The electric current can then be stored in batteries or sent to the grid for use by homes and businesses. Solar energy has many benefits, such as reducing greenhouse gas emissions, lowering energy bills, and creating jobs in the solar industry.

To balance environmental requirements, we proposed to install Solar Tree for production of renewable energy, so that we can save electrical power and do value additions for carbon footprint with the green energy program implementation.

The proposed Solar Tree are designed to have the power production capacity of 10 kilowatts. Basically, this solar tree made a new concept of good decoration to the Night Chh. Sambhajinagar Deep Udyan. This solar tree can produce the 12000 kWh in a year. This solar tree will occupy a minimum land piece of 24 square feet for the foundation etc. This solar tree will be erected on strong cement concrete foundation as per the structure stability approval and the entire tree steel structure of HDGI material (anti corrosion treatment) will be designed on good appearance and strong structure stability against wind velocity of 150 kilometers per hours.

Each Solar tree will be having 500 Wp capacity and total 20 numbers of such panels will create the shape of Solar Tree. This tree will be producing 440 volts three phase 10-kilowatt power.

This solar tree is consisting of the invert or having the efficiency of more 97% but without the battery. As this tree is proposed to connect with local electricity board Net Metering System, enable to take the benefit of power saving for the proposed new innovative lightings and water screen musical fountain show.

- **Solar Tree (10kW)**



10 KW Solar tree Specification		
Title	Unit	Specification
Solar Array Power	KW	10
Annual Energy Production	Kwh/Year	12000

10 KW Solar tree Specification		
Title	Unit	Specification
Land required on Ground	Sq. ft	24
Foundation (CIVIL)	n/a	1
Inverter	Kw	10
Solar Panel	Wp	500 Watt and Above
Numbers of panels	n/a	20 or Less
Inverter Efficiency	%	97% >
Min height Clearance	meters	4
Tilt	degree	12 or 15 or 18
Grid connected		Three phase 440V 50HZ
operating temperature	*C	(-20 to 60)
DC Cable		4 Sq mm Solar Copper cable
Operating Load	Kw	10
Max. Wind Load	Kph	150
Structure		Static
Anti-corrosion treatment		HDGI material

## D. SCOPE OF WORK DURING SITC

### **THE SCOPE AND RESPONSIBILITY OF THE BIDDERS FOR SITC WORK INCLUDES THE FOLLOWING:**

1. Liaising with Local Authorizes to get the requisite Water and Electricity supply.
2. Insurance for safety and security of Products during SITC and O&M Period.
3. **The bidder has to obtain and submit an undertaking of all the required approval from the concerned department / Renewable Energy department to carry out the proposed works. The norms/guidelines of the Ministry of New and Renewable Energy (MNRE)/ State Nodal Agency for RE, wherever applicable, have been followed.**
4. The Bidders shall submit 'as built drawings' pertaining to the project to the BECIL.
5. The Bidders shall also submit to O&M manual and guarantee cards of all the equipment installed for the project.

6. The Bidders has the liberty to conceive the project at their own ideas that shall match with the international standards. They must visit the site for better understanding.
7. The Bidders should provide details of the hardware/ equipment's to be provided in an elaborate manner (description, type and make, location already installed)
8. The scope also includes preparation of new concept and theme as per the festivals.
9. The Bidders shall be responsible for running of project and in case shows are not run during any day due to reasons attributable to the Bidders, the penalty charges will be affected as per the special conditions of the contract.
10. The Bidders shall obtain relevant insurances suitable for the equipment and O & M as against any damage/theft during the shows and also follow up action with insurance agencies making claims on behalf of BECIL in case of damages, etc. The Bidders shall have to submit test certificates from the manufacturer.
11. Material supplied under order shall be new and of first quality according to the specifications and shall be free from defects (Including concealed fault, deficiency in design, material and workmanship.
12. **The bidders have to obtain and submit undertaking from Municipal Corporation of Chh. Sambhajinagar that, the required statutory approvals including NOC for the proposed works, wherever applicable.**
13. Whenever number reference is given it should be considered to latest.
14. Proof of permanent display of PFC's Name and Logo at the project site.
15. Proofs that the installed LED equipment/items and other installations have been serially numbered.
16. Delivery: - Delivery should be as per the given data sheet submitted by bidders.
17. The permanent power supply required for the projects shall be arranged by the Client, as per the design requirement given by the successful applicant. The supply point shall be located in the Control Room/s of the project/s. In case the successful applicant needs alternative power supply to cover the power failures it shall be arranged by the applicant at his own cost.
18. Key Technical Requirement of Project:
  1. Attractive lights effects with simulations.
  2. RGBW LED lights.
  3. Required DMX controllers for simulation.
  4. Required electrical cabling along with accessories etc.
19. Listed BOQ in the tender are as per design philosophy and guideline. The qty. mentioned is bare minimum & agency should consider the same as per tender terms and conditions and according to all items/equipment placements precisely shown during execution. If anything, extra/excess needed as per the requirements of BECIL then bidder has to mandatory has to SITC of qty (+/-)



30% due beatification in decorative light should be application as per certified by BECIL/Consultant

20. Bidders have to arrange for anti-theft system. No liability of PFC/BECIL for any losses.
21. The prices filled in should be inclusive of all applicable taxes, levies, transportation & other unforeseen charges.
22. The agency will be responsible for any kind of fatal/non-fatal accident that might occur on site during execution of the SITC work & during the Comprehensive O&M of 2 years.
23. The bidders shall have to take all necessary steps and precautions to safe guard the lives of the men working on site as well as any third-party person and any of the citizens of the city.
24. However, on receiving the work order and upon commencement of work in any of such fatal/non-fatal accident occur on site due to electrocution or any of the reason, then it will entire responsibility of the bidders to deal with any of the legal proceedings which may arise, including police case, Court case, compensation, insurance to the settle the matter. BECIL not the responsible for any of such incidence which arises during the entire work, (including SITC and Comprehensive O&M work) after the commencement of the work.
25. **All types of approvals, NOCs and insurances related to the safety & structure shall have to be obtained in written from Electrical Inspector office & other department and after the receipt of the approvals, bidders shall start the work with prior intimation to the BECIL Engineer.**
26. All liasoning works with local DISCOM, Electrical Inspector to procure Electrical Power and any related approvals is in the scope of successful Bidders. During execution, the Construction Power on site has to be arranged by the Agency.
27. During the execution agency must use barricading & all safety precaution and equipment.
28. Bidders shall have to store minimum 10% of required spares driver and luminaries, in a nearby area in Aurangabad which will be verified by BECIL engineer and PMC randomly.
29. If on the bill achieving maximum penalty, then BECIL shall have the right to carry out / complete the work by another agency at the risk & cost of Original Bidders, and the same amount shall be confiscated from the original Bidders' bill.
30. In any case of theft of any of the device, the agency shall have to inform the same to BECIL engineers and consultant, and resolve the things within 24 hrs. In such case no change or modification on lower side will be accepted, during the entire contract period of 3 years.
31. During the SITC Work, it will be in the scope and responsibility of the Bidders to re-instate the civil structure if any damage is done during execution.

## **E. SCOPE OF WORK DURING DEFECT LIABILITY PERIOD AND O&M**

1. On Successful Completion of Supply, Installation, testing & Commissioning work as per the Tender, it will be in the scope and responsibility of the Bidders to get the entire Installation and Commissioning Work verified and Certified by the PMC/ Consultant, and same has to be informed to BECIL in Written.
2. Comprehensive O&M will start from the date of certification of Completion of SITC Work by Consultant/PMC.
3. The Successful Bidders shall be responsible for the procurement of all the necessary original spare parts for the entire Installation done by him during the entire period of Comprehensive O & M of 2 years, from the Original Equipment Manufacturers.
4. Bidders shall have to carry out routine preventive maintenance and repairing during the Comprehensive O&M period of 2 years.
5. The Bidders shall have to arrange and deploy necessary men power & trained personnel, with required qualification and experience as specified in the tender.
6. These personals shall be responsible for Operation of each, and every equipment's installed in premises. For that, necessary staff shall be made available at least before 15.00 hrs. Every day.
7. All Installations has to be Operated for Minimum 4-hrs every day, and it may vary as per the requirement.
8. In the event of any Breakdown, the Bidders shall have to arrange for more necessary technical experts and other required staff in order to resume the System.
9. Any repairs are to be attended on top priority for effective show without any compromise on the performance of the illumination.
10. It is mandatory for the Bidders to prepare detailed Electrical Drawings of the Entire Installation indicating Cabling Work of Lighting Luminaires, DMX Controllers, Connectors, Decoders, encoders, Splitters etc.
11. Bidders have to arrange minimum 5 people for management during the O&M as per following table at site will be as per approval of Authority. Bidders shall deploy personnel as required by the Project to ensure completion of the work in accordance with the contract. All the manpower proposed for the project shall be supported by relevant CV's approved by BECIL.

<b>Post &amp; Qualification</b>	<b>Nos.</b>
Project Manager/Supervisor with degree/diploma in Electrical or Electronics Engineering with 3 years of experience in similar works.	1
Technician (electrician/Wireman) with ITI certification in Electrical or Electronics Engineering with 3 years of experience in similar works.	2
Helper with 2 years of experience in similar works	2

- 12.** If after 2 year of O&M period completed BECIL may be extent minimum 1 year (Only operation) then bidders have to ready to do the work as per the last year O&M payment condition.
- 13.** The manpower specified herewith is to be deployed for routine normal days. However, additional manpower required at site shall be provided for any major event/festivals/Gov. function/Carnival etc., as & when required by BECIL at no additional cost.
- 14.** For breakdown repairing more require parsons are to be deployed at site.

# SECTION VI

## ENCLOSURES

### CONTENT

- A. CHECKLIST
- B. PROPOSAL SUBMISSION LETTER
- C. PARTICULARS OF THE BIDDER PROFORMA
- D. DETAILS OF WORK EXPERIENCE
- E. FINANCIAL STRENGTH OF THE BIDDER
- F. SELF-DECLARATION FOR NON BLACK LISTING
- G. UNDERTAKING REGARDING PAYMENT OF GST/ FILING OF  
GST RETURN

## A. CHECK LIST

Please ensure that following documents should be enclosed alongwith the bid proposal

1. Go through the tender documents very carefully and thoroughly.
2. Prepare separate technical and commercial bids.
3. Ensure submission of required documents and details alongwith technical bid. The documents to be enclosed are:-
  - (i) Proof of submission of Non Refundable **Tender fee**(Form Fee)
  - (ii) Submission of **EMD** for RFP quoted by bidder (EMD Exemption document in case exemption Requested)
  - (iii) Activity wise work schedule.
  - (iv) Copy of the registration certificate under Indian Company Act.
  - (v) Duly filled forms as enclosed in RFP/tender document.
  - (vi) Copy of the tender document duly signed and stamped by the bidder in support of having read, understood and complied with the requirements of the tender document.
  - (vii) Each statement of the technical specification has to be complied with & supported by printed technical literature, technical data sheets and technical manuals to assess the full merit of the offer.
  - (viii) Details of Work Experience. Details of similar works executed along with approximate value of the projects in chronological order.
  - (ix) Any other details and information of relevance in support of past experiences of the bidder.
  - (x) Financial Strength of the bidder.
  - (xi) Details BOQ without price with offered Make and Model.
  - (xii) PAN, GST, ISO Certificates/Electrical License Last 3 Years Audited Balance Sheet, Last 3 Years Turnover Certificate, ITR Return other relevant documents.
  - (xiii) Self-Declaration for Non- Blacklisting Undertaking
  - (xiv) Undertaking regarding payment of GST/ Filling of GST Return.
  - (xv) Authorization Certificate to Sign the Bid.
  - (xvi) An Authorization Letter from OEM (MAF) should be submitted for all important Items.
  - (xvii) Compliance from Bidder on their letter head for all items.
4. **Site visit is mandatory:- Site survey report must attached with the bid.**
5. No cost details are to be included in the technical bid under any circumstances.

6. **Undertaking regarding Land & Boarder:** The bidder shall submit an undertaking on their letter-head stating that:

*“In reference to the Government of India, Ministry of Finance, Department of Expenditure, Office Memorandum No. F. No. 3/18/2019-PPD, Dated 23-07-2020. I hereby submit that: “We have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are not from such a country or our beneficial owner is not from such a country or we will not sub-contract any work to a contractor from such countries, if from such a country, have been registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regard and are eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”.*

7. **List with detailed clients Name, address, and similar work- 5 year experience.**

## B. PROPOSAL SUBMISSION LETTER

[ON BIDDER'S LETTER HEAD]

Bidder Ref. No. ....

Dated : .....

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

**Subject: Submission of the Proposal for <insert Tender Name><Tender No.>**

Dear Sir,

We, the undersigned, offer to provide services to BECIL with reference to your Tender <insert Tender Name> dated <insert Tender date> and our Proposal. We are hereby submitting our proposal under the following sections on e-Tender:

i. Section 1 : Technical Bid

ii. Section 2 : Financial Bid

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

We declare that we confirm to each and every clause of the tender document and shall abide by all the terms and conditions of all the volumes of this tender document. We would hold the terms of our proposal valid for the number of days as stipulated in the tender document.

Yours sincerely,  
(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

## C. PARTICULARS OF THE BIDDER

1.	Name of Bidder:	
2.	Office Address /Telephone No / Fax No / email id / website	
3.	Year of establishment	
4.	Status of the Company	
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.	Whether registered for sales tax purposes. If so, mention number and date. Furnish also copies of sales tax clearance certificate.	
10.	Whether an assess of income tax. If so, mention permanent account number. Furnish copies of income tax clearance certificate.	
11.	State Annual turnover of the company Furnish copies of audited Financial statements (audited) for the last three years. i.e. For Financial year 2021-22,2022-23 & 2023-24	
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.	

Signature of Authorized Signatory

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email ID: \_\_\_\_\_



## D. DETAILS OF WORK EXPERIENCE

### PARTICULARS OF SIMILAR WORKS EXECUTED

S. No	Name of project with address	Short Description of work executed	Date of Award of work	Date of Completion of work	Name and address of Client with contact no.	Value of work executed
1						
2						
3						

Signature of Authorized Signatory

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email ID: \_\_\_\_\_

## E. FINANCIAL STRENGTH OF THE BIDDER

S. No.	Financial Year	Turn-over (Rs.)	Profit before Tax (PBT Rs.)	Profit after Tax (PAT Rs.)	Net-worth N/W
1	2023-24				
2	2022-23				
3	2021-22				

**(Note : Statutory Auditor's / Chartered Accountant Certificate should be submitted alongwith proposal)**

Signature of Authorized Signatory

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email ID: \_\_\_\_\_

## F. SELF-DECLARATION FOR NON BLACK LISTING

[ON BIDDER'S LETTER HEAD]

Bidder Ref. No. ....

Dated : .....

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

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: \_\_\_\_\_

## G. UNDERTAKING REGARDING PAYMENT OF GST/ FILING OF GST RETURN

Ref.....

Date .....

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

**Kind attn.:** Shri Awadesh Pandit, GM (F&A)

**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 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 invoices and other details uploaded at GST Portal unless approved by BECIL in writing.

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.

Yours faithfully

For,

Signature of Authorized Signatory on behalf of Agency

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email ID: \_\_\_\_\_

**Ref No.:**

**Date:**

**TO WHOM SO EVER IT MAY CONCERN**

It is to certify that the Rs. \_\_\_\_\_/- paid for the GST for  
\_\_\_\_\_. The detail of invoice with payment of GST as below :

Sr. No.	BECIL Bill No. /Date	Basic Value of Invoice (Excluding Tax)	GST Amount	Total -including Tax (Rs.)	Total Tax Paid	Challan No. /Date
I	II	III	IV	V (III+IV)		
1			-	-	-	
2			-	-	-	
3			-	-	-	
4			-	-	-	
5			-	-	-	
	Total (Rs.)	-	-	-	-	

Director / Proprietor

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email ID: \_\_\_\_\_

## **H. PRE CONTRACT INTEGRITY PACT**

### **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 bidders 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 Broadcast Engineering Consultants India Limited (BECIL).

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 has not been made.

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**