EXPRESSION OF INTEREST (EoI)

FOR

The Selection of Backend partner/SI for "SUPPLY AND INSTALLATION OF 1MW GROUND MOUNTING SOLAR POWER GRID AT GULBARGA UNIVERSITY KALABURAGI(GUK)"- 2nd Call

Clients Tender Reference No: GUK/ENGG/AEE-A/KKRDB/GDQ/26-27/246
Dated: 29.07.2026

EOI No. BECIL/RO/GUK/GMSPG/2026-27/01, Dated: 18.08.2026

Issued By

Usha Mangalgi (GM)

Broadcast Engineering Consultants India Limited
(A Government of India Enterprise)
CIN No. : U32301UP1995GOI017744

***Corporate Office*:**
BECIL BHAWAN, C-56-A/17, Sector-62, Noida-201 307Tel: 0120 4177850, Fax: 0120 4177879

***Head Office*:**
14-B Ring Road, IP Estate, New Delhi- 110002Tel: 011 23378823, Fax: 01123379885

Regional Office:
#162, II Main, 1st Cross, AGS Layout, RMV II Stage, Bengaluru-560094,
Email: bangalore@becil.com Tel: - 080-23415853
Web: www.becil.com

DISCLAIMER

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

TABLE OF CONTENTS

Sno.	Description	
1.	SECTION-I: INTRODUCTION AND BRIEF DESCRIPTION	4
2.	SECTION-II: IMPORTANT DATES (SCHEDULE AND CRITICAL)	13
3.	SECTION-III: EOI NOTICE & GENERAL TERMS AND CONDITIONS	18
4.	SECTION-IV: SCOPE OF WORK	35
5.	SECTION-V: ELIGIBILITY CRITERIA AND EVALUATION	38
6.	SECTION-VI: ENCLOSURES AND ANNEXURES	49
7.	ANNEXURE A: PRE-CONTRACT INTEGRITY PACT	50
8.	ANNEXURE B: BECIL'S BANK MANDATE	54
9.	ANNEXURE C: PARTICULARS OF THE BIDDER	55
10.	ANNEXURE D: ANNUAL TURNOVER AND NET WORTH	56
11.	ANNEXURE E: PROFORMA OF LETTER OF UNDERTAKING FOR BID VALIDITY	57
12.	ANNEXURE F: BID COVERING LETTER	58
13.	ANNEXURE G: CREDENTIALS SUMMARY	59
14.	ANNEXURE H: SELF-DECLARATION FOR NON-BLACKLISTING	60
15.	ANNEXURE I: UNDERTAKING REGARDING PAYMENT OF GST	61
16.	ANNEXURE J: LAND BORDER DECLARATION CERTIFICATE	62
17.	ANNEXURE K (I): PRICE BID FORMAT	63
18.	ANNEXURE K (II): UNPRICED BOM	66
19.	ANNEXURE L: BACK-END PARTNER AGREEMENT	67
20.	ANNEXURE M: LOCAL OFFICE ESTABLISHMENT	90
21.	ANNEXURE N: POWER OF ATTORNEY	91
22.	ANNEXURE O: MANUFACTURER'S AUTHORIZATION CERTIFICATE (MAC)	92
23.	ANNEXURE P: UNDERTAKING FOR SUBMISSION OF PBG	94
24.	ANNEXURE Q: UNDERTAKING IN LETTERHEAD TO INDEMNIFY	95
25.	ANNEXURE R: UNDERTAKING FOR COMPLIANCE WITH SIGNING OF NON-DISCLOSURE AGREEMENT WITH BECIL	96
26.	ANNEXURE S: UNDERTAKING REGARDING ABSENCE OF CONFLICT OF INTEREST	97
27.	ANNEXURE T: EARNEST MONEY DEPOSIT (EMD) BANK GUARANTEE	98
28.	ANNEXURE U: MEME UNDERTAKING	99
29.	ANNEXURE-V: BID SECURITY DECLARATION FORM (APPLICABLE ONLY FOR MSME)	100
30.	ANNEXURE-W DECLARATION OF ACCEPTANCE AND INDEPENDENCE BY MEMBERS OF SETTLEMENT ADVISORY COMMITTEE	102
31.	ANNEXURE-X INSURANCE SURETY BOND TOWARDS PERFORMANCE OF THE OBLIGATIONS OF SUPPLIER/CONTRACTOR	103
32.	ANNEXURE-Y COMPOSITE BANK GUARANTEE FOR, SECURITY DEPOSIT/ RETENTION MONEY/PERFORMANCE GUARANTEE	105
33.	ANNEXURE-Z Site Visit and Inspection Certificate	108

SECTION –I

INTRODUCTION AND BRIEF DESCRIPTION

1. ABOUT BECIL

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

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

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

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

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

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

2. INTRODUCTION OF PROJECT/TENDER

Gulbarga University Jnana Ganga Campus, Kalaburagi-585106, Karnataka has floated a Contract No: **GUK/ENGG/AEE-A/KKRDB/GDQ/26-27/246** Dated: 29.07.2026 for the supply and installation of 1MW ground mounting solar power grid at Gulbarga University Kalaburagi, Karnataka.

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

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

3.1 BECIL is interested to submit a competitive bid in response to the Client Tender No: **GUK/ENGG/AEE-A/KKRDB/GDQ/26-27/246- call-2** Dated: 29.07.2026 for the supply and installation of 1MW ground mounting solar power grid at Gulbarga University Kalaburagi, Karnataka.

3.2 The intent of this EOI is to select a Back-End Partner/Project Implementation Technology partner or service provider with BECIL, for collaborating with BECIL for preparing a bid and participating in the above-mentioned tender. A Back-End Partner Agreement will be signed by BECIL with the Back-End Partner selected through this EOI, for preparation of the bid and participation in the above-mentioned tender.

3.3 In case the bid submitted by BECIL against the said tender, prepared in collaboration with the Back-End Partner selected through this EOI, is accepted and BECIL receives Work Order / Agreement from / with the Client, BECIL will issue a Work Order/or sign Inter-se Agreement with the selected agency. In such a scenario, the following conditions will be applicable, which are to be fully taken into consideration by the bidders, prior submitting a response to this EOI: -

3.3.1 The **Back-End Partner** selected through this EOI shall be required to sign a **Back-End Partner Agreement** with BECIL, clearly defining the roles, responsibilities, and obligations of each party. Further, the selected Back-End Partner shall be required to execute a **Power of Attorney (PoA)** in favour of the BECIL **authorised signatory** for the purposes of:

- Submitting the bid on behalf of the Back-End Partner,
- Executing the contract agreement with the client,
- Negotiating terms and conditions with the client,
- Receiving payments from the client, and
- Representing the Back-End Partner in all official matters related to the bid and subsequent execution of the project.

This Power of Attorney will serve as a legally binding document confirming the authorisation of BECIL's signatory to act on behalf of the Back-End Partner for all matters pertaining to the above-mentioned tender floated by the **Gulbarga University Kalaburagi, Karnataka.**

A Back-End Partner agreement will also be signed between the BECIL and the selected Back-End Partner through EOI.

3.3.2 All terms and conditions of the Client's tender, and any subsequent amendments/ corrigenda thereof, will be applicable fully on back-to-back basis on the Back-End Partner selected through this EOI, including all the scope of work, important terms and conditions mentioned in the clients RFP like EMD, PBG, Payment Terms, SLA conditions, Liquidity Damages, and any other penalties etc.

3.4 In case the bid submitted by BECIL against the said tender, prepared in collaboration with the Back-End Partner selected through this EOI, is accepted and a work order issued by the client shall be applicable to BECIL and the selected agency in accordance with the Back-End

Partner agreement signed between BECIL & selected agency. The selected agency shall be jointly and severally responsible for the execution of the contract as per the client's RFP scope of work and Terms & Conditions.

3.5 **EMD/ Bid Security:** The Bid Security/EMD amounting to **Rs. 9,86,000/- (Rupees Nine Lakh Eighty-Six Thousand Only)** will be submitted by all the bidders in the form of BG in favor of

Chairman & Managing Director (CMD),
BECIL Bhawan, C-56/A17, Sector-62, Noida-201307, Uttar Pradesh
Bank Name: Union Bank of India
Account No: 565101000065461
IFSC Code: UBIN0549797

The Earnest Money Deposit (EMD) submitted shall be refundable, and no interest shall be payable on it. The EMD shall be refunded to BECIL upon submission of the Performance Bank Guarantee, if the work is awarded to BECIL. In the case of an unsuccessful bid, the EMD shall be refunded immediately.

EMD may also submitted in the form of DD/ Online transfer in the favour of

Broadcast Engineering Consultants India Limited
Bank Name: UNION BANK OF INDIA
Branch Name: Raj Mahal Vilas Extension
Account Number: 510331001272052
Type of Account: CURRENT ACCOUNT
IFSC Code: UBIN0905828

Note: The original Bank Guarantee (BG) / Demand Draft (DD)/ Receipt of Online payment shall be submitted to the BECIL Regional Office, Bangalore, before the bid submission due date & time. If the submission deadline or the last day of this period falls on a holiday, the BG may be submitted on the next working day

3.6 **Performance Bank Guarantee (PBG)**:

In the event that the tender is awarded to BECIL, the successful bidder shall furnish a Performance Bank Guarantee (PBG) on a back-to-back basis, in accordance with the terms and conditions of the Client’s Tender.

The value of the PBG to be submitted by the Vendor to BECIL shall be strictly equal to the PBG amount submitted by BECIL to the Client. The PBG shall be issued in the prescribed format and within the timelines specified in the Client’s Tender.

The bidder shall also submit, along with its bid, an undertaking confirming its commitment to furnish the required PBG within the stipulated timeframe and in full compliance with the terms and conditions of the Client’s Tender.

BECIL shall have the sole and absolute discretion to decide whether to continue, renew, extend, or undertake the Comprehensive Annual Maintenance Contract (CAMC) with the selected bidder, in whole or in part, for the applicable CAMC period, based on project requirements, client approvals, and satisfactory performance. The selected bidder shall have no claim or entitlement for continuation or award of the CAMC beyond the scope expressly decided by BECIL.

The Successful bidder should submit **Performance Security/Guarantees** for the **project execution + warranty (For a total period of 6 Months+3 Years warranty+3 Months) @ 5 % based** on the amount of work order placed on BECIL and a **separate PBG @2.5% for the CAMC period(3 Years + 3 Months)** in prescribed format from a schedule commercial bank, valid for 3 months beyond the date of completion of all contractual obligations including warrant obligations (if any) to the department within 15 days after the award of contract.

The PBG's from Scheduled Banks/Scheduled Commercial banks shall be submitted by the selected bidder for a validity period as mentioned below in favor of the following:

Chairman & Managing Director (CMD)
BECIL Bhawan, C-56/A17, Sector-62, Noida – 201307, Uttar Pradesh

Bank Details:

- **Bank Name:** Union Bank of India
- **Account No.:** 565101000065461
- **IFSC Code:** UBIN0549797

PBG submission structure is mentioned below for the project: After the award of contract to the backend partner:

a. Initial Performance Bank Guarantee: for the SITC and Warranty Part of the Project:

(Project execution and acceptance by the client + Warranty for Three (3) years from the date of acceptance of the project by the Client).

Amount: 5% of the Contract Value, excluding Annual Maintenance Cost.

Contract value: **5%** of the total SITC cost + 3 years warranty cost submitted by BECIL to the client (excluding AMC), valid through 6 months execution period +36 months warranty period + 3 Months additional period)

- **Submission:** Within **15 days** of receipt of the Notification of Award.
- **Validity:** Up to **90 days beyond completion of all contractual obligations**, including the warranty period. Validity of the PBG should be maintained for **45 Months (6 Months project execution period + 3 Years of warranty period + 3 Months additional period).**

This PBG is released only after the selected bidder submits the separate AMC/CAMC security.

B. Annual Maintenance (CAMC/AMC) Performance Bank Guarantee: FOR the CAMC part of the project: CAMC with required spares and services for Three years from the date of the warranty completion of the project as decided by the client.

Contract value : 2.5% of the total SITC cost + 3 years warranty cost submitted by BECIL to the client (excluding AMC), valid through 36 months AMC period + 3 Months additional period)

Before commencement of the maintenance period:

- The backend partner must furnish a **separate Annual Maintenance Perfomance Bank Guarantee**.
- **Amount: 2.5% of the total equipment cost** (excluding AMC value).
- This guarantee secures the back end partner's CAMC obligations during the maintenance period.

C. Release of Initial PBG

The original 5% Performance Security will be released only:

- after completion of warranty obligations, **and**
- after the supplier submits the **2.5% AMC Performance Bank Guarantee**.

D. Consequences of Failure:

If the backend partner fails to furnish the Annual Maintenance Bank Guarantee within the stipulated period: it constitutes sufficient grounds for **forfeiture of the Performance Guarantee**

3.7 Payment Terms:

***a.* On Delivery**: **80% of the contract price (excluding maintenance and/or repair charges)** is payable **immediately after delivery of the goods**, provided the supplier submits the required documents specified in **SCC Clause 6** of Clients RFP

- Commercial invoice
- Delivery challan/delivery note
- Inspection certificate (if applicable)
- Warranty certificate
- Packing list
- Manufacturer's test certificate (if required)
- Certificate of origin (if applicable)
- Insurance documents (where applicable)
- Any other documents specifically listed in SCC Clause 6 of clients RFP.

b. On Final Acceptance*:* **The remaining twenty percent (20%)** of the Contract Price excluding maintenance and/or repair charges shall be paid to the supplier, receipt of corresponding payment to BECIL from the Client, and after acceptance certificate is issued by the Purchaser's representative for the respective delivery, commissioning and training.

Back-to-back payment basis: BECIL will release payments to the selected agency only after receiving the corresponding payment from the client for the relevant scope of work.

C. CAMC payments:

Quoted AMC charges shall be The CAMC charges shall be paid as per the rates quoted in the Price Schedule and shall be paid in equal quarterly instalments. Payment will be released at the end of each quarter on back-to-back basis on receipt of payment from client.

Note: CAMC Payment is subject to satisfactory performance/services rendered by the supplier.

No advance payment: The agency will not receive any advance or mobilization payment before execution of the work. If any received from the client will be only paid against the submission of the BG of 110% of the value.

No part payment: Interim or milestone-based payments are not permitted unless specifically approved elsewhere in the contract.

Payment after completion: Payment will be processed only after:

a. complete delivery and installation of all required materials at the designated location(s); and

b. submission/receipt of an installation certificate or acceptance certificate from the concerned installation site or authorized representative.

PAYMENT OF CONTRACTOR'S BILLS

- Payments will be made on back-to-back basis against Running Accounts bills certified by the Clients-GU Engineer-in-Charge/Site-in-Charge as per the terms and conditions of the Contract. Running Account Bills and the final bill shall be submitted by the Contractor together with the duly signed joint measurements sheet(s) to the Engineer-in-Charge/ Site-in- Charge of the Owner/client for certification along with the supporting documents as per the terms of the Contract.

iii. Work completion certificate issued by client is must for release of payment

3.8 The selected bidder, who has partnered with BECIL for a particular tender/ project shall not partner with any other bidder for the same tender/ project.

3.9 Any Liquidated damages and penalties imposed by the end client in the project shall be imposed in full quantum to the selected agency/Back-End Partner.

3.10 In case the selected agency is not able to perform, the work under reference, BECIL will be at its liberty to get the job done through any third party at risk & cost of the selected agency (successful bidder). PBG in this case may be forfeited by BECIL.

3.11 The decision to engage the successful bidder as Back-End Partner shall be taken by the Competent Authority of BECIL and accordingly, the respective agreement shall be signed.

3.12 Bidders are advised to go through the Scope of Work and terms & conditions of the clients Contract No: GUK/ENGG/AEE-A/KKRDB/GDQ/26-27/246 Dated: 29.07.2026 to understand the requirement and challenges associated with locations prior to submitting their bids.

3.13 The selected agency shall not subcontract, assign, or transfer any part of its obligations, duties, or responsibilities to any third party without the prior written consent of BECIL. Any attempt to do so shall be considered a material breach, leading to immediate termination without any liability on the part of BECIL. Furthermore, the selected Back-End Partner shall be solely responsible for bearing **all applicable damages, penalties due to SLA's or for any reasons, and liabilities** arising out of such unauthorized subcontracting or assignment.

SPECIAL TERMS AND CONDITIONS

1. Bidders must be legally constituted entities in India, including Companies (under the Companies Act, 2013/1956), LLPs, JV's or Proprietorships, holding valid registration and identification numbers as prescribed by law.

2. **Consortium Bids are not allowed.**

3. **Conditional bids will be rejected.**

4. **Site Visit / Site Survey Conditions:**

Mandatory Pre-Bid Site visit & Survey:

a. **The bidder is required to physically visit the project site before submitting the bid to understand the complete requirements of the project, site challenges, which can able to quote a comprehensive commercial bid for the project.**

b. **Intended bidder has to send an email to roprojects@becil.com before making the site to the project site at Gulbarga University mentioning the date of site visit.**

c. **Post to the site visit bidder has to get the signature and seal from the BECIL-RO, Bangalore Office.**

d. **Bidder has to submit a signed copy of the duly filled site survey/visit format as the format mentioned at Annexure-Z**

Note: The EOI and the client's RFP specifically requires that:

- **The bidder shall conduct a site survey to understand the project requirements.**
- **The bidder is required to inspect the designated sites to verify their suitability before installation.**
- **The bidder must provide all site preparation requirements sufficiently in advance so that the purchaser can complete the civil/site readiness before equipment arrives.**

-
- **The bidder must obtain an attested Site Survey Certificate from the BECIL.**
- **The attested copy of the site survey certificate must be uploaded along with the bid.**
- **Failure to submit the attested site survey document may render the bid non-compliant.**

e. EOI must comply with and unconditionally accept all the terms and conditions specified in **Annexure 1A: General Terms & Conditions of Works Contract** of the client's tender document.

f. EOI must comply with and unconditionally accept all the terms and conditions specified in **Annexure 1A, 3B: CONCILIATION CLAUSE & GUK CONCILIATION RULES,2019** of the client's tender document.

g. The project must ensure full compliance with all Government of India (GOI) regulations, (including e-Waste and NGT guidelines). Any violation resulting in non-compliance of any law/rules may lead to financial liability, fines, or cost recovery.

h. Risk Transfer: Ensure all risk factors are fully informed and transferred to the participants. (Payment liability/cost arises due to Applicability of New/Updated Law).

i. The **client** will designate the installation locations.

Site Visit During warranty & CAMC maintenance:

During the warranty/maintenance period:

- If equipment malfunctions, the supplier must **respond to the site and commence repair work within 24 hours** of notification.
- If any critical component remains out of service for more than **3 days**, the supplier must immediately repair or replace it at its own cost.

Summary Table:

Particular	Requirement
Pre-bid site survey	**Mandatory**
Site survey certificate	Attested copy to be uploaded with bid
Pre-installation inspection	Supplier to verify installation sites before commencement
Breakdown response time	Within **24 hours**

Particular	Requirement
Critical component failure	Replace/repair within **3 days**
Initial PBG	**5%** of the total amount for the SITC + 3 years warranty cost submitted by BECIL to the client (excluding AMC), valid through 6 months execution period +36 months warranty period + 3 Months additional
CAMC/AMC PBG	**2.5%** of the total amount for the SITC + 3 years warranty cost submitted by BECIL to the client
Release of initial PBG	After warranty completion and submission of AMC PBG
Failure to submit AMC PBG	May result in forfeiture of the initial Performance Guarantee
CAMC Payment	➢ AMC charges shall be paid in equal quarterly instalments. ➢ Payment will be released at the end of each quarter. ➢ Payment is subject to satisfactory performance/services rendered by the supplier. ➢ The CAMC charges shall be paid as per the rates quoted in the Price Schedule
CAMC penalty	₹100 per item per day for failure to restore/replace equipment within the stipulated downtime

SECTION –II

4.1. IMPORTANT DATES (SCHEDULE AND CRITICAL DATES)

S. N	ACTIVITY	SCHEDULED DATE & TIME
1.	**Scope of work**	SUPPLY AND INSTALLATION OF 1MW GROUND MOUNTING SOLAR POWER GRID
2	**BECIL's EOI Number**	BECIL/RO/GUK/GMSPG/2026-27/01, Dated: xx.08.2026
2.	**Client's Tender number**	GUK/ENGG/AEE-A/KKRDB/GDQ/26-27/246 call -2 Dated: 29.07.2026
3.	**Date of Issue of EOI**	18.08.2026
4	**Last date and Time for Submission of bids**	22.08.2026 @ 15:00
5	**Availability of Document**	https://www.becil.com; https://becil.ewizard.in
6	**E-tender Portal Fee** (Non- refundable)	INR 3,000 + 540 (GST) = Rs.3,540 /- (Inclusive GST) E-tender Portal Fee (non-transferrable & non- refundable) payable through online e-Portal
7.	**Bidder Enrolment Fee** (Non-refundable)	INR. 2,000 + 360 (GST) 2,360 /- (Inclusive GST) Bidder Enrolment Registration fee (non- transferrable & non-refundable) payable through online e-Portal
8.	**RFP document Fee (Form Fee) (Non-Refundable)**	INR 17,700/- (incl GST) Form Fees (non-transferrable & non-refundable) payable through online e-Portal **Copy of the payment made receipt to be enclosed along with the bid.**
9.	**EMD/ Bid Security**	EMD of **Rs. 9,86,000/- (Rupees Nine Lakh Eighty-Six Thousand Only)** shall be submitted by all the bidders in the form of **BG/DD/online transfer.** BG in favor of Chairman & Managing Director (CMD), BECIL Bhawan, C-56/A17, Sector-62, Noida-201307, Uttar Pradesh Bank Name: Union Bank of India Account No: 565101000065461 IFSC Code: UBIN0549797 The EMD submitted is refundable and no interest will be paid. The EMD will be refunded, in case work is awarded to BECIL on the submission of Performance Bank Guarantee and in case of unsuccessful bid, immediately after the fact came to BECIL knowledge. EMD exemption shall be applicable to Startups recognized by DPIIT

		and MSE-registered bidders (except Traders). Traders registered under the MSE scheme shall not be eligible to avail any benefits or relaxations under the MSE scheme. **Copy of the DD/EMD -BG should be submitted in the online bid submission portal https://becil.ewizard.in.** **Original Hardcopy of the DD/EMD-BG should be submitted at BECIL-B'lore office within 3 days from the date of submission of the EOI response.** Bidders who are seeking EMD exemption as mentioned above are required to submit a Bid security declaration as per the Annexure - V
10	**Bid Validity**	365 Days
11	**Project duration**	180 Days
12	**Consolidated PBG for**	Refer Client RFP
13	**Project delivery period**	Refer Client RFP
14	**Address for Communication of bids**	#162, II Main, 1st Cross, AGS Layout, RMV II Stage, Bengaluru-560094
15	**Contact details for this EOI**	Usha Mangalgi, General Manager Tele-080-23415853 Email- usha@becil.com

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

- **Bidders to Note that opening/evaluation of the responses will be subject to the accord of extension of submission by GUK.**

DISCLAIMER: BECIL MANAGEMENT, AT ITS OWN DISCRETION, MAY DECIDE NOT TO PARTICIPATE IN THE TENDER UNDER REFERENCE, EVEN AFTER SELECTION OF THE BACKEND PARTNER WITHOUT ASSIGNING ANY REASON THEREOF

4.2. INSTRUCTIONS FOR E-TENDERING PORTAL OF BECIL

4.2.1 E-TENDER PORTAL FEE

The bidder has to pay a non-refundable **e-tender portal fee amounting to ₹ 3,540/-** (non-refundable) by way of on-line payment on e-tender portal before submission of the proposal.

4.2.2 SUBMISSION OF THE PROPOSAL

The bidders are advised to study the RFP document carefully. Submission of proposals shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. Bidders shall have to submit their proposal (Technical and Financial) online through the e-tendering website **https://becil.ewizard.in**

4.2.3 E-TENDERING PROCEDURE

(i) E-Procurement is the complete process of e-tendering from publishing of tenders online, inviting online bids, evaluation and award of contract using the system. You may keep a watch of the tenders floated under **https://becil.ewizard.in**. These will be invited for online Bids. Bidder Enrolment can be done using "Bidder Enrolment".

(ii) The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on **https://becil.ewizard.in** the e-tendering portal as per uploaded bid.

(iii) More information useful for submitting online bids on may be obtained at: **https://becil.ewizard.in**

4.2.4 GUIDELINES FOR REGISTRATION ON PORTAL

(i) Bidders are required to enroll on the e-Procurement Portal by clicking on the link "Online Bidder Enrolment" on the e-tender Portal by paying the **Registration fee of Rs. 2,360/- (inclusive of taxes).**

(ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

(iii) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.

(iv) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile. Or bidders can contact our help desk for getting the DSC.

(v) Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

(vi) Bidder then logs in to the site through the secured log-in by entering their user ID /Password and the password of the DSC /e-Token.

(vii) The scanned copies of all original documents should be uploaded in pdf format on portal **https://becil.ewizard.in**

(viii) After completion of registration payment, bidders need to send their acknowledgement copy on our **help desk mail ID: helpdesk@ewizard.com** for activation of your account.

Helpdesk Number: Tel 011-49606060, 9355030616, 9560364871

4.2.5 SEARCHING FOR TENDER DOCUMENTS ON PORTAL

(i) There is various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.

(ii) Once the bidders have selected the tenders they are interested in, you can pay the form fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the tender document.

4.2.6 PREPARATION OF BIDS ON PORTAL

(i) Bidders should take into account any corrigendum published on the tender document before submitting their bids.

(ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.

(iii) Bidders, 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 formats. Bid Original documents may be scanned with 100 dpi with Color option which helps in reducing size of the scanned document.

(iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.

(v) These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

4.2.7 SUBMISSION OF BIDS ON PORTAL

(i) Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

(ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by BECIL.

(iii) Bidder has to select the payment option as "e-payment" to pay the tender fee / EMD as applicable and enter details of the instrument.

(iv) Bidders are requested to note that they should necessarily submit their financial bids in the format provided 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.

(v) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

(vi) The uploaded tender documents become readable only after the tender opening by the authorized bid openers. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

4.2.8 CLARIFICATION

For any clarification related to using the portal, you may visit the below link:

https://becil.ewizard.in

(i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

(ii) Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

(iii) Please feel free to contact ewizard helpdesk (as given below) for any query related to

E-tendering Phone No. 011-49606060

Mail id: - helpdesk@ewizard.com

SECTION –III
EOI NOTICE & GENERAL TERMS AND CONDITION

5 EOI NOTICE

Broadcast Engineering Consultants India Limited (BECIL) invites Expression of Interest (EOI), through online mode, for selection of a **Back-End Partner** of BECIL, for collaborating with BECIL for preparing the bid, participating in the Tender NO: **GUK/ENGG/AEE-A/KKRDB/GDQ/26-27/246 Dated:** 29.07.2026 for a Selection Design, Supply, replacement, installation and commissioning of SOLAR POWER GRID system with video analytics for the Green R&D Centre of Hindustan Petroleum Corporation Limited, Bengaluru.

5.1 The EOI must be submitted in English Only. All the documents including the supporting documents/ enclosures etc. must be Calibri/ Aerial/ Times New Roman/Bookman/Any standard font, 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. EOI Documents which are not legible shall be rejected.

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

5.3 In case the bidder has any doubt about the meaning of anything contained in the EOI document/pre-bid queries, they shall seek clarification within 2 days of issue of EOI. Except for any written clarification by Usha Mangalgi, GM, BECIL, no written or oral communication, presentation or explanation by any other employee of BECIL shall be taken to bind or fetter BECIL under the contract. In case of such clarification or otherwise, the extension in the bid submission date of the EOI shall be entirely on the discretion of BECIL taking into the consideration of end client's tender submission due date.

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

5.5 BECIL reserve the right to amend any term of the EOI at any point of time before the submission and bidder should regularly check the website. Further, BECIL also reserves to increase/ decrease/ delete/ add any BOQ item. BECIL reserves the right to accept single bid response to proceed further for clients. 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 and blacklisting of agency may be done for a minimum period of 3 years from participating in BECIL EOI/tenders

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

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

5.8 Even after participation in the EOI by any bidder will be on "NO COST NO COMMITMENT" basis. The Bidder shall bear all cost associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges, authentication charges and any associated charges including taxes & duties thereon. Further, BECIL will in no case be responsible or liable for these costs, regardless of the outcome of the bidding process.

6 SUBMISSION OF EOI

6.1 EOI, complete in all respects, must be submitted online on the https://becil.ewizard.in

6.2 BECIL may, at its own discretion, extend the date for submission of EOI. In such a case all rights and obligations of BECIL and the bidders shall be applicable to the extended time frame.

6.3 As the EOI can be submitted only up to the defined date and time, there can't be any late bids.

6.4 At any time prior to the last date for receipt of EOI, BECIL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by an amendment. The amendment will be notified on BECIL's website **http://www.becil.com & https://becil.ewizard.in** and should be taken into consideration by the prospective bidders while preparing their EOI.

6.5 The bidders will bear all costs associated with the preparation and submission of their bids. BECIL will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

6.6 The bidder shall ensure that it fulfills the eligibility criteria as desired in the EOI and other essential conditions. Compliance statement of Eligibility criteria with the documents submitted as a proof is to be prepared and submitted. The supporting documents may be with list of existing and past clients with details of services offered, details of similar projects executed.

6.7 The EOI should be duly signed on each page by authorized person. Documents authorizing the signatory /Power of Attorney must accompany the bid.

6.8 The EOI complete in all respects must be submitted with requisite information and annexure(s). The EOI should be free from ambiguity, change or interlineations. In complete EOI will not be considered and is liable to be rejected without making any further reference to agency/ bidder

6.9 Bidders have to take into account any changes/ amendments made in the end client's tender/ RFP through corrigendum till date of submission of bid in response of EOI.

6.10	Checklist of documents/information to be submitted		Stamp Paper	Letter Head
	1.	Copy of the valid EMD-BG issued by the banker		
	2.	Copies of the Payment made receipt for the tender document fees		
	3.	Memorandum & Articles of Association/Partnership deed/Proprietorship declaration		
	4.	Certificate of Incorporation (for Company/LLP/ Proprietorship)		
	5.	ITR Acknowledgment for last 3 years i.e. FY 23-24; 24-25; 25-26		
	6.	GST Registration Certificate.		
	7.	MSME, NSIC, DPIIT certification, if applicable		
	8.	Copy of PAN/TAN Card.		
	9.	Copy of ISO 9001, ISO 27001, ISO 27017		
	10.	Any other relevant registration documents on registration with other appropriate authorities (ESIC, EPFO, Labor depot etc.)		
	11.	All the documents in support of technical criteria like Experience Certificates, PO, Compliance, proposed Makes/Model/Version.		
	12.	Declaration regarding acceptance of Terms and Conditions of EOI.		✓
	13.	Solvency Certificate		
	14.	Annexure A: Pre-Contract Integrity Pact On A Rs.100 Stamp Paper	✓	
	15.	Annexure B: BECIL's Bank Mandate		
	16.	Annexure C: Particulars of the Bidder		✓
	17.	Annexure D: Annual Turnover and Net Worth For Last 3 Years I.E. Fy 23-24; 24-25; 25-26		✓
	18.	Annexure E: Proforma of Letter of Undertaking for Bid Validity		✓
	19.	Annexure F: Bid Covering Letter		✓
	20.	Annexure G: Credentials Summary		✓
	21.	Annexure H: Self-Declaration for Non-Blacklisting On Rs.100 Stamp Paper	✓	
	22.	Annexure I: Undertaking Regarding Payment Of GST		✓
	23.	Annexure J: Land Border Declaration Certificate on Bidder's Letter Head		✓
	24.	Annexure K: Price Bid Format		✓
	25.	Annexure L: Back End Partner Agreement (Presently To be submitted in the EOI on a letter head. To be submitted on stamp paper after the finalization of partner)		✓
	26.	Annexure M: Local Office Establishment		✓

	27.	Annexure N: Power Of Attorney	✓	
	28.	Annexure O: Manufacturer's Authorization Certificate (Mac)		✓
	29.	Annexure P: Undertaking For Submission of PBG in accordance with the timeline and the Terms and Conditions outlined in the Client's Tender *(To Be Printed on the Bidder's Letterhead)*		✓
	30.	Annexure Q: Undertaking in Rs. 100 stamp paper to indemnify BECIL from any claims/penalties / statutory charges, liquidated damages, SLA penalties, with legal expenses etc.	✓	
	31.	Annexure R: Undertaking for Compliance with Signing of Non-Disclosure Agreement with BECIL		✓
	32.	Annexure S: Undertaking Regarding Absence of Conflict of Interest		✓
	33.	Annexure T: Earnest Money Deposit (EMD)-Bank Guarantee from Nationalized or Scheduled bank	✓	
	34.	Annexure-U: MSME Undertaking	✓	
	35.	ANNEXURE-V: Bid Security Declaration Form (Applicable only for MSME)	✓	
	36.	Annexure-W: Declaration of Acceptance and Independence by Members of Settlement Advisory Committee		✓
	37.	Annexure-X Insurance Surety Bond Towards Performance of the Obligations of Supplier/Contractor	✓	
	38.	Annexure-Y: Composite Bank Guarantee For, Security Deposit/ Retention Money/Performance Guarantee	✓	
	39.	Signed copy of the BECIL's EOI and Client's RFP document + Corrigenda issued by the client		

7 OPENING OF EOI

7.1 The bids submitted against this EOI shall be opened on 2 2 .08.2026 @ 15.00 . BECIL reserves the right to change the date of opening of bid.

7.2 Bidders who wish to attend opening of EOI may visit BECIL for the same at the designated time, with authorization in proper format on bidder's letter head.

GENERAL TERMS & CONDITIONS OF EOI

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:

a. 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.

b. 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.

c. 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.

d. 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

a. The Undertaking at Annexure-K 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.

4 INDEMNITY

a. 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:

- Any Compensation/ claim or proceeding by any third party against BECIL arising out of any act, deed or omission by the Bidder;

- 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.

b. That BECIL shall have no liability whatsoever for any injury/death to the Bidder or its staff caused or suffered during the performance of its obligations hereunder

5 CODE OF INTEGRITY

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

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

b) Any omission, or misrepresentation that may mislead or attempt to mislead so that a financial or other benefit may be obtained, or any necessary obligation or pre-requisite may be avoided.

c) Improper use of information provided by BECIL to the Bidder with an intent to gain an unfair advantage in the procurement process or for personal gain.

d) Any financial or business transactions between the Bidder and any official of BECIL related to tender or execution process of contract, which can affect the decision of BECIL directly or indirectly.

e) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

f) Obstruction of any investigation or auditing of a procurement process.

g) Making false declaration or providing false information for participation in a tender Process or to secure a contract.

6 CONFLICT OF INTEREST

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

a) Directly or indirectly controls, is controlled by or is under common control with another Bidder; or

b) Receives or have received any direct or indirect subsidy/ financial stake from another Bidder; or

c) Has the same legal representative/ agent as another Bidder for purposes of this bid. A

Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principal . However, this shall not debar more than one Authorized distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or

d) Has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or

e) Participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice- versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub- contractor in more than one bid; or

f) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Details Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc.)of this Tender process; or has a close business or family relationship with a staff of the Procuring Organization who:
   (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or
   (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

7 UNDUE INFLUENCE

a. 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.

b. Any breach of the aforesaid undertaking by the Agency/Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Agency) or the commission of any offers by the Agency or anyone employed by him or acting on his behalf, as defined in the Bhartiya Nyaya Sanhita, erstwhile known as the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle BECI to cancel the contract and all or any other contracts with the Agency and recover from the Agency the amount of any loss arising from such cancellation, from the present or from any other contract with BECIL.

8 UNLAWFUL/UNETHICAL PRACTICES

a. If the Contractor/ Bidder has engaged in corrupt, fraudulent, collusive and coercive practices or defaulted commitments under integrity.

b. 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.

c. If the Bidder uses intimidation / threats or bring undue outside pressure on BECIL or any of its official for acceptance / performances of the deliverable/qualified work under the contract.

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

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

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

c. Initiation of Arbitration /legal proceedings to recover losses or damages incurred by BECIL due to the violation of ethical practice or use of undue influence by the Agency.

10 BLACKLISTING/ DEBARMENT

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

11 RISK AND COST CLAUSE

a. 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.

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

i. 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.

ii. Withdrawal from or abandonment of the work by Bidder before completion of the work as per contract.

iii. 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.

iv. Termination of Contract on account of any other reason (s) attributable to Agency/ Bidder

v. Assignment, transfer, subletting of Contract by the Agency/Bidder without BECIL's written permission resulting in termination of Contract or part thereof by BECIL.

vi. All risk factors are fully transferred to the selected backend partner including Payment liability/cost arises due to applicability of New/Updated Law/increase in duty), Insurance (till delivery an installations) for all the items for damage in transit or delay in delivery due to unfortunate conditions (Ex. war etc.).

vii. Any damage to Client property not restored properly should be recovered from the running bills of the contractor and hence utmost precaution should be taken during the execution of the work. Client should have full liberty to get the damage rectified at the contractor's risk and cost.

viii. The bidder shall ensure that all terms, conditions, obligations, risks, and liabilities under the Client's RFP/Contract are accepted on a back-to-back basis. Any additional cost, payment liability, tax, duty, or financial impact arising due to the implementation of any new law, amendment to existing law, government notification, or statutory requirement during the contract period shall be borne by the bidder. BECIL shall not be responsible for such additional costs or liabilities.

12 CONFIDENTIALITY

a. 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.

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

13 RIGHT TO INSPECTION

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

b. 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.

14 TERMINATIONS

a. Termination of Contract by BECIL due to unsatisfactory performance

(i) 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:

(ii) 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.

b. Termination due to Breach

(i) 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.

(ii) The following sub-clauses shall attract the provision of termination, on the occurrence of the following events -:

- If the Bidder has abandoned or repudiated the Contract;
- If the Bidder has without valid reason failed to commence work on the project promptly;

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

c. Termination due to Insolvency

(i) 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:-

(ii) 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 up to an amount to be agreed upon by BECIL for due and faithful performance of the contract.

d. Termination for Convenience

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

15 POST TERMINTION RESPONSIBILITY

a. In all cases of termination herein set forth, the obligations of BECIL to pay shall be limited to the period up to the date of termination, subject to the receipt of such payment from the Client.

b. 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.

c. 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.

d. 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.

16 NOTICES

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

Ms. Usha Mangalgi, GM, BECIL
Broadcast Engineering Consultants India Ltd,
#162, II Main, 1st Cross, AGS Layout, RMV II Stage, Bengaluru-560094.
Email: usha@becil.com

17 NO WAIVER

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

18 AMENDMENT:

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

19 ARBITRATION

19.1 Conciliation of Dispute

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

b. That in the event of reference of dispute for Conciliation, a committee comprising of two members, nominated by each party i.e. the Bidder and BECIL respectively shall try to amicably resolve/settle the dispute.

19.2 Reference of Dispute to Arbitration proceeding post conciliation

a) In the event of failure in mutual resolution of the issue, any dispute(s)/ controversy(s)/ issue(s) arising out of or in connection with the contract, including any question regarding its existence or validity shall be referred to and finally resolved by Arbitration administered by the Delhi International Arbitration Centre as per the Delhi International Arbitration Centre proceeding Rules 2023.

b) The Aggrieved party wishing to refer a dispute to Arbitration shall give a notice to the Defaulting Party specifying all the points of dispute(s) with details of corresponding the claim amount.

c) The Arbitration Proceeding shall commence within a span of **thirty days** from the date of receipt of Invocation Notice complete in all respects as mentioned above,

d) The dispute(s)/ difference(s)/controversy(s) shall be adjudicated by a single/sole Arbitrator empaneled with the Delhi International Arbitration Centre.

e) The seat of Arbitrations shall be at New Delhi and the Arbitration proceeding shall be conducted in English.

f) The award of Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by both the parties.

g) The provision of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time shall apply to the Arbitration proceedings under this Contract.

h) That any claim of damage(s) or loses(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.

20 JURISDICTION

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

21 Force Majeure

a. 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 any other action by the Government Agencies.

b. 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.

c. 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.

22 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.

23 EXTENSION OF TIME

a. 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.
b. 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.

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

24 ASSIGNMENT:

a. 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.

b. 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.

c. 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.

25 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.

26 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.

27 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.

28 LIQUIDATED DAMAGES

a. 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:
b. 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)

c. 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.
d. 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)
e. 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.

29 PENALTY

If any system/ panel is down and unattended for more than 24 hours (after intimation via mail/telephonic call) during warranty period, Rs.100/day will be revoked from AMC charges. In case of non-availability of any system on the subsequent days, GUK has the right to get the job done by any other agency at the risk, cost and responsibility of the contractor.

30 PAYMENT OF CLAIMS AND DAMAGES

Should the Owner have to pay money in respect of claims or demands as aforesaid the amount so paid and the costs incurred by the Owner shall be charged to and paid by the Contractor and the Contractor shall not be entitled to dispute or question the right of the Owner to make such payments notwithstanding the same may have been without his consent or authority or in law or otherwise to the contrary.

31 INSURANCE

The Bidder shall, at its own cost and risk, obtain and maintain adequate insurance coverage for the Goods supplied under the Contract against all risks of loss, theft, destruction, or damage incidental to their manufacture, procurement, handling, packing, loading, transportation, transit, safe storage, unloading, delivery, manpower/labour accidental insurances and installation (where applicable), in accordance with the requirements specified in the Client's RFP and/or this EOI.

The Bidder shall ensure that such insurance remains valid and effective until the Goods are duly delivered, accepted, and the risk in the Goods has passed in accordance with the terms of the Contract.

32 Power of Attorney (PoA) by Competent Authority:

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.

A **Power of Attorney (PoA)** on a **non-judicial stamp paper duly notarised,** must be submitted, duly issued by the **Chief Executive Officer (CEO) or the Board of Directors** of the bidding entity, authorizing the individual signing the bid for this EOI. The PoA shall also explicitly authorise the said individual to:

- To issue a P**ower of Attorney (PoA)** to BECIL authorising BECIL as a Lead Bidder for the project.
- **Execute and sign the Back-End Partner Agreement (Inter-se Agreement)** with BECIL on behalf of the organization, authorising BECIL to submit the bid/execute a contract agreement with the client, to negotiate the contract terms and conditions with the client, to receive payments from the
  client as a binding document.
- Submit all necessary documents, participate in discussions/negotiations, and
- Bind the company to all commitments, representations, and obligations arising out of this EOI process and subsequent participation in the client's tender.

  The Power of Attorney shall:
- Be executed **of appropriate value**,
- Be **duly notarized**, and
- Clearly mention the **name, designation, and authority of the person issuing the PoA**, as well as the **scope of authority granted.**

33. SIGNING OF NON-DISCLOSURE AGREEMENT

a. 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.

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

34. MSME:

a. The Bidder acknowledges and confirms that BECIL shall be liable to make payments only upon receipt of corresponding payments from the Principal Employer/ client. Accordingly, the Bidder shall not raise any claims, demands, interest, compensation, or initiate any legal proceedings against BECIL for any delay in payment arising out of delayed release of funds by the Principal Employer/ client.

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

c. The bidder to give the undertaking as per Annexure-L, on a non-judicial stamp paper of Rs. 100.

SECTION –IV
SCOPE OF WORKS

35 SCOPE OF WORK/SCHEDULE OF REQUIREMENTS:

The broader scope of work as per the RFP includes:

Scope of Work:

The selected bidder shall undertake the project on a **complete EPC (Engineering, Procurement and Construction) basis**, including:

Part A:

- **Site survey**
- **Design & Engineering**
- **Supply of Solar PV System**
- **Civil works**
- **Structural works**
- **Electrical works**
- **Installation**
- **Testing**
- **Commissioning**
- **Grid Synchronization**
- **Documentation**
- **Training**

Part B: Comprehensive Warranty Support – 3 Years (Free maintenance services shall be provided by the Supplier during the period of warranty)

Comprehensive Warranty for 36 Months covering

- **Design defects**
- **Material defects**
- **Manufacturing defects**
- **Replacement**
- **Repair**

Any replaced item receives fresh warranty. Supplier must rectify complaints within 3 days.

Note: **Free maintenance is to be provided by the back end partner during the warranty period (36 months).**

Part C: CAMC Maintenance: Post Warranty AMC with required spares – for a period of 3 years form the date of completion of warranty including

- **Spares of at least 5%**
- **Preventive Maintenance**
- **Breakdown Maintenance**

Complaint response Within 24 Hours. SLA Penalty applicable for delays.

Inspection & Acceptance of the materials includes

Inspection includes

- **Factory Inspection**
- **Site Inspection**
- **Installation Verification**
- **Commissioning**
- **Acceptance Test**

Acceptance of the goods requires requires 7 consecutive days of trouble-free operation.

Supplier gets maximum 2 weeks to rectify failures.

Other Conditions Governing AMC Payments

- **After the warranty period, the CAMC shall include:**
  - **Preventive maintenance**
  - **Breakdown maintenance**
  - **Repair of the complete system**
  - **Supply and replacement of all spares (except specified consumables)**

Note: 1. The contract is on **single point responsibility**, meaning the bidder is fully responsible for successful commissioning and operation.

1. Also, the decision of entering the AMC contract or not entering or curtailing the period of contract is fully as per the client's decision.

The contract is on **single point responsibility**, meaning the bidder is fully responsible for Designing, implementation, testing, commissioning, operations, reporting, maintaining, Warranty, CAMC and completion of the project scope of work to the satisfaction of the client.

Bidders are advised that the rates, terms, and conditions finalized through this tender shall remain valid until completion of the entire scope of work. All bidders must quote for the complete solution covering all system components; partial or incomplete bids are liable to be rejected. The selected Bidder shall bear single-point responsibility for the entire scope, including inspection, installation, testing, commissioning, servicing, and submission of final documentation.

Note: Bidders are instructed to refer the clients RF num: GUK/ENGG/AEE-A/KKRDB/GDQ/26-27/207 Dated: xx.08.2026 and the subsequent corrigendum issued on dated: 18/06/2026

a) For detailed scope of work of the project & the Bill of Material, the bidders may refer the Client's Tender document, and its amendments & corrigenda issued subsequently (if any); **Tender details references are as below and the same is also attached along with this EOI.** *(Bidders are instructed to check for any new corrigendum/amendments etc. before bidding)*

Client's Tender Reference No: GU/2026-27/246 Dated: 29.07.2026 Titled 'TENDER FOR THE SUPPLY AND INSTALLATION OF 1MW GROUND MOUNTING SOLAR POWER GRID AT GULBARGA UNIVERSITY KALABURAGI'

Website: **https://kppp.karnataka.gov.in/**

b) All the Scope of work and relevant General Condition as well as special condition of the client tender shall be applicable to the selected bidder on back-to-back basis and the same shall be part of the agreement signed between BECIL and selected bidder.

c) The bidder must ensure full compliance with all Government of India (GOI) regulations, (including "Safety, Health and Environment at Work Place", e-Waste and NGT guidelines). Any violation resulting in non-compliance of any Policy/Law/Rules may lead to financial liability, fines, or cost recovery.

d) Scope of Work of SI Partner:

- The selected SI partner shall provide complete end-to-end support to BECIL for participation against the client tender and for execution of the project upon award. The scope shall include, at minimum, the following:
- Detailed study of the client tender, site survey, drawings, technical specifications, commercial terms and site conditions.
- Support to BECIL in preparing the technical bid, compliance matrix, eligibility documents, OEM authorizations, presentations, declarations, price build-up and other bid forms required by the client tender.
- Site survey, validation of quantities, design inputs, engineering, load assessment, layout finalization and project methodology.
- Supply of all equipment, materials, accessories, structures, cabling, protections, earthing, monitoring and all items necessary for complete functioning of the 1 MW ground mounted solar power system as required under the client tender and technical specifications.
- Installation, testing, commissioning, synchronization, trial run, acceptance support and submission of required reports and manuals.
- Provision of all incidental services envisaged under the client tender including on-site assembly/commissioning, O&M manuals, training, maintenance during warranty and post-warranty support/AMC if required under the awarded contract.
- Coordination with BECIL and client authorities for inspections, tests, acceptance procedures, clarifications and compliance submissions.
- Rectification / replacement of defective components during warranty and maintenance periods in line with the client tender obligations.
- Compliance with all applicable laws, safety rules, labour laws, statutory approvals, tax obligations, insurance and quality standards.

- The SI partner shall be solely responsible for the completeness of the offered solution and for successful execution of the project on turnkey basis, whether or not each minor component is specifically listed in this RFP, provided the same is necessary to meet the client tender requirement

SECTION –V

36. ELIGIBILITY CRITERIA AND EVALUATION

2. Technical Bid

Bidders must fulfill eligibility criteria to take part in the RFP

Sl. No	Eligibility Criteria	Supporting Documents Required
1	The bidder must be company s registered under Companies Act 2013 Registered with Goods and Service Tax Network (GSTN) and PAN	1.Copy of certificate of Incorporation / Registration/ Memorandum & Articles of Association. 2. Valid GSTIN and copy of GST Registration Certificate. 3. Copy of PAN.
2	The bidder should hold relevant certifications recognized in the industry for quality management standards, information security standards, etc. The below certifications are required. • ISO 9001 • ISO 27001 • ISO 14001 • ISO 20000 • CMMI-III	Copy of valid certificates. The certificates should be valid on bid submission date
3	The BACK-END PARTNER must have minimum average annual turnover of **Rs.10 Crores** in last 3 years Audited balance sheet. **(FY 2022-23, 2023-24,2024-25** **(As per Annexure- D)**	Copies of the Annual Returns and audited Financial Statements for the last three financial years, namely FY 2022–23, FY 2023–24, and FY 2024–25, comprising the Balance Sheet, Statement of Profit & Loss, Cash Flow Statement (where applicable), Notes to Accounts, Auditor's Report, and all related schedules/annexures, shall be submitted as a complete set. All such documents shall be duly certified by a Chartered Accountant and shall bear a valid Unique Document Identification Number (UDIN). The Bidder shall also submit a separate Certificate issued by a Chartered Accountant, bearing a valid UDIN, certifying the Bidder's Annual Turnover, Profit After Tax (PAT), and

4		Net Worth for each of the aforesaid financial years.
4	The BACK-END PARTNER must have positive net worth in each of the last three financial years ending on 31st March-2026	Certificate issued by the Bidder's Statutory Auditor or a Chartered Accountant, duly signed and stamped, certifying the relevant financial credentials/details as required under this EOI/RFP. The certificate shall bear a valid Unique Document Identification Number (UDIN) and clearly specify the financial year(s) to which the certification pertains
5	**Solvency Certificate** The bidder shall submit a Solvency Certificate/ Bank sanction limit letter issued by any Scheduled Bank/Scheduled commercial banks, indicating an amount not less than **Rs. 3 Crores (Rupees Three Crores Only).** A copy of the Solvency Certificate/Bank Sanction limit letter shall be uploaded and submitted along with the bid. The certificate shall not be older than Three (3) months from the date of bid submission.	The Bidder shall submit a Solvency Certificate/ Bank sanction limit letter issued by any Scheduled Commercial Bank, including a Nationalized Bank or Private Sector Bank, evidencing the financial soundness of the Bidder. The Solvency Certificate shall be issued in the name of the Bidder and shall not be older than three (3) months from the date of submission of the bid/proposal. The certificate must be duly signed and stamped by the issuing bank.
6	The bidder shall have successfully completed or be currently executing, either directly or indirectly, at least one project for any Central Government, State Government, Public Sector Undertaking (PSU), Autonomous Body, or University in India during the last five (05) years as on **31 July 2026**. The value of at least one completed or ongoing work order shall be **not less than 50% of the estimated project value**, i.e., **Rs. 9,86,00,000**. The qualifying project(s) shall fall under any one or more of the following categories: 1. Solar Infrastructure 2. Energy Projects	**Documentary Evidence Required** The bidder shall submit the following supporting documents as applicable: **For Completed Projects:** • Copy of the Work Order/Letter of Award (LOA)/Contract Agreement. • Client Completion Certificate clearly indicating the scope of work, date of completion, and final executed contract value. **For Ongoing Projects:** The bidder shall submit documentary evidence to substantiate the claimed project experience. The following documents are mandatory: • Copy of the Work Order/Letter of Award (LOA)/Contract Agreement.

		• GST Tax Invoices related to the project. • Delivery Challans. • E-Way Bills, wherever applicable. • Documentary proof of GST payment/filing corresponding to the submitted invoices. Failure to submit the above supporting documents may result in the claimed project experience not being considered for evaluation. This version clearly distinguishes the requirements for completed and ongoing projects while making the mandatory documentation explicit and suitable for tender evaluation.
7	Proof of office in Karnataka State	Certificate of Active / Valid GSTIN
8	The BACK-END PARTNER should not have been debarred/ blacklisted by any State Government or Central Government during last 5 years at the time of bid-submission.	Declaration on a Rs.100 non-Judicial Stamp Paper
9	BACK-END PARTNERs participating in the tender must be registered under GST act.	Certificate of Active / Valid GSTIN
10	Bidder should get an attested copy of site survey to understand the requirement	Bidder should upload attested copy of site survey
11	The BACK-END PARTNERs must submit all technical compliance sheets in strict accordance with Annexures III through X of the client's tender.	Technical compliance sheets in strict accordance with Annexures III through X of the client's tender.
12	The BACK-END PARTNERs must submit Manufacturer's Authorization Form (MAF) as per Annexure.	Manufacturer's Authorization Form (MAF) in favour of BECIL addressing to Client.
13	**Technical Presentation:** Bidder shall supply a sample unit/demo environment of the proposed OEM product on a **no-cost, no-commitment basis** to the purchaser. The bidder shall conduct a comprehensive live demonstration showcasing the key features, functionality, and operational capabilities of the proposed solution as outlined in the Scope of Work.	Bidder should enclose a comprehensive Technical Presentation document meeting project scope of work, implementation plan & sample unit/demo environment.

3. OEM eligibility criteria:

OEM QUALIFICATION CRITERIA

(Referred to in Clause 11.2(b) of ITT of client RFP)

Sl. No.	OEM Requirement	Criteria
1	**OEM Authorization**	Valid **OEM Authorization Certificate** to the bidder in its favour for the offered Solar PV Modules.
2	**Presence in India**	The Solar PV Module OEM should have a **minimum 5 years of presence in India**.
3	**Financial Strength of the OEM**	The OEM should have achieved an **Annual Turnover of at least ₹500 Crores** in **any one** of the following financial years: **FY 2022-23, FY 2023-24, FY 2024-25, or FY 2025-26**.
4	**Documentary Proof**	Valid documentary evidence supporting the above requirements must be submitted along with the bid.

Based on the clients RFP, the **OEM-specific eligibility criteria** are mainly prescribed for the **Solar PV Module OEM**. The requirements are as follows:

Bidders' responsibility to meet the OEM criteria and RFP conditions are mentioned below.

Other OEM-related Conditions in the Tender

Apart from the eligibility table, the tender contains additional conditions relating to OEMs:

1. Manufacturer's Authorization

If the bidder is not the manufacturer, it must obtain a **Manufacturer's Authorization** from the OEM authorizing it to supply the offered products in India.

2. Single OEM Policy for the solar panels and its accessories:

For any particular item in the schedule:

- Supplies must be from **only one manufacturer (OEM)**.
- Bids offering the same item from multiple manufacturers/OEMs will be treated as **non-responsive**.

3. Intellectual Property Rights

The bidder must confirm that:

- The OEM owns the Intellectual Property Rights (IPR) of the offered hardware/software, **or**
- The OEM has authorized/licensed the bidder to offer the products.
  Any wilful misrepresentation may lead to cancellation of the contract.

4. Warranty Obligations

The supplier (through the OEM-supported products) must provide:

- **36 months comprehensive warranty**
- Repair or replacement of defective equipment within **3 days**
- Extension of warranty for replaced components
- Availability of spare parts and technical support.

Summary of OEM Qualification Requirements

The RFP requires that the Solar PV Module OEM must:

I. Issue an OEM Authorization Certificate to the bidder.
II. Have a minimum **5 years of operational presence in India**.
III. Have a minimum **₹500 Crore annual turnover** in any one of FY 2022-23, FY 2023-24, FY 2024-25, or FY 2025-26.
IV. Support the bidder with warranty, spare parts, and technical backing.
V. Provide valid documentary evidence to substantiate compliance.

Photovoltaic Modules (OEM Certificate to be uploaded)

Standard	Description
IEC 61215-1:2021 and IS:14285	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 1: Test requirements
IEC 61215-1-1:2021	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 1-1: Special requirements for testing of crystalline silicon photovoltaic (PV) modules
IEC 61215-1-2:2021	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 1-2: Part 2 - Test Procedures
IEC 61730-1:2023	Photovoltaic (PV) module safety qualification - Part 1: Requirements for construction
IEC 61730-2:2023	Photovoltaic (PV) module safety qualification - Part 2: Requirements for testing
IEC 61701:2020	Photovoltaic (PV) modules - Salt mist corrosion testing
IEC TS 62804-1:2015	Photovoltaic (PV) modules - Test methods for the detection of potential-induced degradation - Part 1: Crystalline silicon

OEM to Declare on Stamp paper and should be Notarized.

1. The module frame shall be made of anodized Aluminium, which should be electrically & chemically compatible with the module mounting structure. Each PV Module shall have reinforcement ribs to avoid sagging of glass and its after effect.

2. Any impact due to sagging of glass and its after impact shall be in scope of manufacturer.

3. The Solar Module(s) to be free from the defects and/or failures specified below for a period not less than Ten years (10) from the date of sale to the end customer.

4. Defects and/or failures due to quality of materials Non conformity to specifications due to faulty manufacturing and/or inspection processes. If the solar Module(s) fails to conform to this warranty, the manufacturer will repair or replace the solar module(s), at their own cost.

Performance Warranty:

5. The predicted electrical degradation of power generated not exceeding 20% of the minimum rated power over the 30 years' period and not more than 10% after ten years' period of the full rated original output.

(a) The tenderer should be a manufacturer who must have manufactured, tested and supplied the equipment (s) similar to the type specified in the 'Schedule of Requirements' up to at least .... %[12] of the quantity required in any one of the last 3 years. The equipment's offered for supply must be of the most recent series models incorporating the latest improvements in design. The models should have been released on or after ....[13] and be in satisfactory operation for ....[14] months as on date of tender opening.

(b) Tenders of tenderers quoting as authorized representative of a manufacturer, meeting with the above requirement in full, can also be considered provided:

(i) the manufacturer furnishes authorization in the prescribed format assuring full guarantee and warranty obligations as per GCC and SCC; and

(ii) the tenderer, as authorized representative, has supplied, installed and commissioned satisfactorily at least……% [15] of the quantity similar to the type specified in the Schedule of Requirements in any one of the last three years which must be in satisfactory operation for at least …. [16]months on the date of tender opening and must be providing annual maintenance services for the above computer installations in………………… [17] centers in Karnataka State for over one year.

- The tenderer should furnish the information on all past supplies and satisfactory performance for both (a) and (b) above, in proforma under OEM Qualification criteria.

- The tenderer should furnish details of Service Centers and information on service support facilities that would be provided after the warranty period [in the Service Support Form given in Section XV of clients RFP]

---

[12] Indicate the percentage as considered appropriate – usually not less than 80% of the requirement

[13] Indicate the year of the model as appropriate.

[14] Specify an appropriate period.

[15] Indicate the percentage as considered as appropriate usually not less than 30% of the requirement.

[16] Specify an appropriate period.

[17] Specify a reasonable number.

TECHNICAL SPECIFICATIONS

1. *Photovoltaic Modules*

Parameter	Value
Cell/ Module Technology	TOPCon N-type Bifacial in 210mm 18BB cells
Module Efficiency	≥ 22.90% (equal to or greater than 22.90%)
Rated power at STC	≥ 720Wp
Temperature co-efficient of power	-0.30
Application Class as per IEC 61730	Class A

PV modules should be made in India and all the PV modules should be identical (same model number) from the same manufacturer.

PV TOP Con Bifacial Glass to Glass half cut solar PV Module having minimum capacity of 720Wp or above shall be used with 210mm based cells having cell configuration of 132 no of half cut cells in each module and modules having two back ribs to avoid sagging of glass and its after effect. Make, capacity, technical specifications and model no of each module connected to an individual inverter should be same.

The glass panel of the modules shall be toughened/tempered low iron glass with a minimum thickness of 2mm each side and shall have a transmittance of above 93%. The glass shall have an anti- reflective coating for better transmission and light absorption.

The encapsulant used for the PV modules should be UV resistant and PID resistant in nature with combination of EPE/EPE. No yellowing of the encapsulant with prolonged exposure shall occur. The encapsulant shall have the following properties.

Parameter	Value
Gel content	> 70%
Volume resistivity	> 1×1014 Ω.cm
Peeling strength with Encapulant	> 40 N/cm

The sealant used for edge sealing of PV modules shall have excellent moisture ingress protection with good electrical insulation (Break down voltage >15 kV/mm) and with good adhesion strength. Edge tapes for sealing are not allowed.

The module frame shall be made of anodized Aluminium, which should be electrically & chemically compatible with the module mounting structure. Each PV Module shall have reinforcement ribs to avoid sagging of glass and its after effect.

IP67 UV resistant junction boxes with minimum 3 numbers of bypass diodes and 2 numbers of IEC 62852/EN 50521 certified MC4 connectors with EN 50618 compliant 4 sq.mm copper cable shall be provided.

Modules must bear an RF identification tag inside the module lamination. The tag should contain the following information. RFID scanner and database of all the modules shall also be provided.

a. Name of the manufacturer of the PV module
b. Name of the manufacturer of Solar Cells
c. Month & year of the manufacture (separate for solar cells and modules)
d. Country of origin (separately for solar cells and module)
e. I-V curve for the module peak Wattage, Im, Vm and FF for the module
f. Unique Serial No and Model No of the module
g. Date and year of obtaining IEC PV module qualification certificate.
h. Name of the test lab issuing IEC certificate.
i. Other relevant information on traceability of solar cells and module as per ISO 9001 and ISO 14001.

Solar Modules should bear the BIS mark as notified by the Ministry of New and Renewable Energy (MNRE), Government of India

Note:
Sample to be submitted to check the above details, before last date of tender

2. ***Inverter***

Sl No	Description	Specifications
1	Nominal Voltage	230/400V 3Ø, 4 Wire, grid connected.
2	Output Frequency	50Hz ± 0.5%
3	Continuous rating	1000 KVA
4	Max DC link Voltage Range	1000 V DC
5	MPPT Range	400 to 1000V DC
6	Control Type	microprocessor assisted
7	Waveform	sine wave output
8	Efficiency	Up to 98%
9	Alarm Signals	Via system fault relay (voltage free contact)
10	Front panel display	LCD Display
11	Circuit Breakers	ACB / MCCB
12	Operating Temperature Range	5-50 degrees Celsius, 90% RH
13	Computer port	Isolated RS232, WiFi, LAN protocol

3. *Module Mounting Structures*

Sl. No.	Description	Specifications
1	Type	Ground Mounting
2	Material	MS Galvanized
3	Overall dimension	As per design
4	Coating	Hot dip (Galvanized) Minimum of 130 Micron size
5	Wind rating	160 km / hr.
6	Tilt angle	As per Design
7	Foundation	PCC
8	Fixing type	SS 304 Fasteners

4. *Transformers*

Sl. No.	Description	Specifications
1	Type	Step-up, out door
2	Rating	400V/11KV/33KV
3	Connection	Star/Delta
4	Cooling	ONAN
5	Rating	1000 KVA
6	Taps	Manual Tap Changer

Note: -

1. The last five Financial Years means from FY 2020-2021 to FY 2024-2025 or FY 2021-2022 to FY 2025-2026.
2. Under the criteria of similar nature of work –

   i) Work order issued or work completed or under implementation during the mentioned period will be considered under this criterion.

   ii) The "Similar Nature" of work shall mean Supply and installation of SOLAR POWER GRID.

   iii) Work-order towards only installation, sub-contract execution from Main contractor in project, maintenance / AMC of SOLAR POWER GRID System will be considered.

   iv) The work-experience i.e. work-order submitted by the bidder should be of any Central or State Government organization/ Public Sector Unit/Public Sector bank which is awarded to the bidder.

3. Bidders must attach documents against each of the above criteria along with an index in the respective folders (technical, commercial)
4. Bidders must submit the documents/work orders according to the criteria in sequential manner.
5. Relevant portions, in the documents submitted in pursuance of eligibility criteria should be highlighted.
6. Bids will be evaluated on the basis of online uploaded documents; hence Bidders must ensure that all documents are clearly readable otherwise bid may not be evaluated and rejected.
7. Bidders are advised to prepare the bid and mark the page numbers in the bid and mentioned the same in the check list below. Also, the content of the documents should be highlighted for smooth bid evaluation. The check list is to be prepared for each bid documents separately (i.e. for Pre-Qualification and Technical) as per the criteria/documents mentioned in the RFP.

37. PRELIMINARY EVALUATION

a. BECIL shall evaluate the proposals to determine that they are complete, technically complying, no computational errors have been made, required documents as mentioned in the EOI have been furnished, the documents have been properly signed and the response is generally in order.

b. BECIL may waive off any minor infirmity or non-conformity or irregularity in the proposal which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

c. In case only one bid is received or during the Technical Evaluation only one bidder qualifies for the next stage of the evaluation process, BECIL reserves the right to accept/ reject the bid.

d. In case two bids are received from the same bidder, both the bids will be rejected.

38 EVALUATION PROCESS

a. No enquiry/ query shall be made by the bidders during the course of evaluation of the EOI, after opening of bid, till final decision is conveyed to the successful bidder. However, the Evaluation Committee/ its authorized representative and office of BECIL can make any enquiry/ seek clarification from the bidders, which the bidder 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.

b. The bidder's proposals will be evaluated as per the requirements specified in the EOI and adopting the evaluation criteria spelt out in subsequent paras of this EOI document. The bidders are required to submit all required documentation as per evaluation criteria specified in EOI.

c. Upon verification, evaluation/ assessment, if in case any information furnished by the bidder is found to be 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 EOI/tenders.

d. BECIL will review the proposal to determine whether the proposals are as per the requirements laid down. Proposals that are not in accordance with these requirements will be liable to be disqualified at BECIL's discretion.

e. 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 bidders based on past record.

f. BECIL reserves the right to seek any clarifications on the already submitted bid documents. BECIL also reserves the right to cross verify the information with any agency.

g. The selected agency will not be allowed to increase the price quoted to BECIL during the final tender submission."

h. Conditional proposals shall NOT be accepted on any ground and shall be rejected straightway. If any clarification is required by the bidders, the same should be obtained before submission of the proposals.

i. Even though bidder satisfy the necessary requirements they are subject to disqualification if they have:

   i. Made untrue or false representation in the form, statements required in the EOI document.

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

j. The Financial Evaluation of the Bidders will be done only for those who qualify the Eligibility Criteria and other mentioned criteria of the EoI.

39. FINANCIAL EVALUATION:

Evaluation Methodology – Least Cost Based Selection (LCBS)

a. Bidders are advised to quote the amount of the BOQ as per the Price bid format provided. The successful bidder will be determined based on the Lowest offered rates ranked as L-1, where L1 indicates the Lowest price offered to BECIL as per price format

b. L1 bidder may be called for further negotiations, if required.

c. A pre-bid agreement shall be signed by BECIL with the successful declared L1 bidder.

d. The final price quoted in the end client's tender will include the BECIL margin, as determined by BECIL.

e. The selected agency will not be allowed to increase the price quoted to BECIL during the final tender submission.

SECTION –VI

ENCLOUSERS AND ANNEXURES

(Annexure-A)

PRE Bid -CONTRACT INTEGRITY PACT
On a Rs.500 stamp paper

Between

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

And

…...hereinafter referred to as **"The Bidder/Contractor"**

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 to take all measures necessary to prevent corruption. He commits 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 principal s, 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 GUK, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract/Agreement.

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

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

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

Section 4 – Compensation for Damages

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

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

Section 5 – Previous transgression

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

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

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

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

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

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

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

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

Section 8 – External Independent Monitor/Monitors

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

8.2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD of M/s 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 non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

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

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

Section 9 – Pact Duration

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

Section 10 – Other provisions

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

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

10.3. If the Contractor is a partnership or a Back-End Partner, this agreement must be, signed by all partners or Back-End Partner members.

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

FOR AND ON BEHALF OF CONTRACTOR **FOR AND ON BEHALF OF PRINCIPAL**

Annexure-B

(BANK MANDATE FORM)

यूनियन बैंक ऑफ इंडिया Union Bank of India

आन्ध्रा Andhra | कार्पोरेशन Corporation

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

Ref.: MCB:ADV:ATL:2022-23: Date: 18.01.2023

TO WHOMSOEVER IT MAY CONCERN

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

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

Chief Manager

Bank Stamp with Authorized Signatory

Date 20-01-2023

Page 1 of 1

(Annexure – C)

Particulars of The Bidder

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

Signature of Authorized Signatory

Place: _________________________ Date: _
Address: _____________________________ Mobile: _____ Email ID: __________

(Annexure – D)

Annual Turnover & Net worth

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

To
The General Manager
Broadcast Engineering Consultants India Limited (BECIL) No: #162,
II Main, I Cross, AGS Layout,
RMV II Stage, Bangalore – 560094

Full Name of Bidder (Supplier) entity:

Full Address of Bidder (Supplier) entity:

S. No.	Financial Year	Annual Turn Over	Net worth	PAT (profit after tax)	Remarks
1	2022-23				
2	2023-24				
3	2024-25				
	Total				
	Average for Three Years				

*Enclose Audited Financial statement for above mentioned period along with audit report.

EOI Reference No & Date

Note: The required certificate from CA with UDIN No. is enclosed along with this form. Certificate without UDIN No. will be rejected.

Signature of Authorized Signatory
Place: ________________________ Date: ______
Address: ____________________________ Mobile: ____ Email ID: __________

(Annexure – E)

Performa of the letter of Undertaking for Bid Validity

To
General Manager
Broadcast Engineering Consultants India Limited (BECIL) No: #162,
II Main, I Cross, AGS Layout,
RMV II Stage, Bangalore – 560094

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

I/We hereby submit our Bid and undertake to keep our Bid valid for the period of 365 days from the date of submission of the Bid.

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

Signature of Authorized Signatory

Place: ________________________ Date: ______
Address: ____________________________ Mobile: ____ Email ID: __________

(Annexure – F)

Bid Covering Letter

To
General Manager
Broadcast Engineering Consultants India Limited (BECIL) No: #162,
II Main, I Cross, AGS Layout,
RMV II Stage, Bangalore – 560094

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

Dear Sir/Madam,

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

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

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

We agree to abide by all the terms and conditions of the EOI document. We would hold the terms of our bid valid for <**365**> days as stipulated in the EOI document. We agree to provide a PBG @5% of the contract amount as per the EOI terms and conditions.

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

Signature of Authorized Signatory

Place: ________________________ Date: ______
Address: ____________________________ Mobile: ____ Email ID: __________

(Annexure – G)

Credentials Summary

S. No.	Project Name	Client Name	Client Type	Project Value (in INR)	Documentary evidence provided (Yes or No)	Project Status (Completed or Ongoing or Withheld)
1						
2						
3						
4						
5						

Signature of Authorized Signatory

Place: ________________________ Date: _
Address: ____________________________ Mobile: _____ Email ID: __________

(Annexure – H)

Self-Declaration for Non-Black Listing

* **For signing the Bid on Rs. 100 Stamp Paper** *

Bidder Ref. No. ……………………..
Dated: ……………………………….

To
General Manager
Broadcast Engineering Consultants India Limited (BECIL) No: #162,
II Main, I Cross, AGS Layout,
RMV II Stage, Bangalore – 560094

EoI ref num:

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: __________

(Annexure –I)

Undertaking Regarding Payment Of GST/ Filing Of GST Return

Ref…………………………………

Date …………………………………

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

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

Dear Sir,

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

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

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

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

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

Signature of Authorized Signatory on behalf of

Agency Address: ______________________

Mobile: ____________________________ Email ID: ____________

(Annexure- J)

LAND BORDER DECLARATION CERTIFICATE
(On bidder's letter head)

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

EOI Document No: ………………………………… Date: …………………….
Bidder's Name, Address & contact details: …………………………………….
Bidder's Reference No. ………………………………. Date: …………………….

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

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

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

Penalties for false or misleading declarations:

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

____
(Signature with date)

____
(Name and designation)

Duly authorized to sign Bid for and on behalf of
____
(Name & address of the Bidder and Seal of Company)

(Annexure- K (I))

Price Bid Format

*Notes: To be submitted in the BOQ only (Submission of the hardcopy of financial bid may lead to disqualification of the Bidder.) Reference format is provided in below

Sl No.	Description	Make/ Model	QTY	Unit	Basic Amount	GST %	GST amount	Total Amount
1.	**SUPPLY AND INSTALLATION OF 1 MW GROUND MOUNTING SOLAR POWER GRID AT GULBARGA UNIVERSITY KALABURAGI WITH ALL INCIDENTAL CHARGES REQUIRED TO COMPLETE THE PROJECT AS PER THE PROJECT SCOPE OF WORK.** Including Warranty for Three (3) years from the date of acceptance of the project by the Client. Free maintenance services shall be provided by the bidder during the period of warranty.		Lumpsum	1				
2.	AMC with required spares and services for **Three years** from the date of the warranty completion of the project as decided by the client		Lumpsum	1				
***Total price bid amount including GST (excluding BECIL Margin) - in Rs.**								
***Offered margin of percentage to BECIL**								**…….%**

Amount in words:

Note:

i. Quoted price shall include

ii. Site survey, Drawings
iii. Designing
iv. Supply
v. Loading, Unloading and Transportation charges
vi. Insurance
vii. Taxes
viii. Installation
ix. Commissioning
x. Warranty for 3 Years
xi. Spares with CAMC -
xii. Training

xiii. Incidental Services(Civil, electrical etc)
xiv. Manpower

ii. Part – II (Incidental Services):

- Supply or delivery of the products to start within 30 days on receipt of acceptance letter and complete within 180 days from the date of work order.

- Bidder should quote Price In Rs. along with the installation, configuration, testing, commissioning, AMC & Warranty) including Delivery to the specified location, profit- overhead GST & also other applicable taxes.

iii. AMC part of the project is depending on the decision of the client. As per the client's decision the AMC part may be extended/curtailed/may not initiated/suspended subject to the performance of the backend partner.

- **Important Note:**

Important Instructions to the Bidder:

1. **Project Management Consultancy (PMC) Charges:**

   BECIL shall be entitled for a markup of Margin **__%** of the total project value (i.e., the total bid value including all applicable taxes submitted by BECIL to **GUK.**

2. **Negotiation Rights:**

   BECIL reserves the **sole right to negotiate** the Total **price bid amount quoted by the bidder** and also the percentage of BECIL margin or service fee offered by the Bidder towards BECIL's PMC services.

3. **Finalisation of total bid amount to the client:**

The **final project cost** to be offered to the client by BECIL shall comprise the following components:
- The total **bid cost** offered by the Bidder for SITC and AMC,
- The **PMC charges** applicable to BECIL on the total offered price, and
- The **applicable GST**.

This comprehensive cost shall be duly mentioned in the **contract Agreement** which will be executed specifically executed for this project after the awarding of contract by the client to BECIL.

4. The selected agency will not be allowed to increase the price quoted to BECIL during the final tender submission.
5. The quantity of equipment's or sizing mentioned in the BoQ is tentative and shall be finalized only after the engineering stage.

<u>Snap Bidding</u>

Participants are advised to carefully note that the Client, under its RFP, has reserved the right to conduct Snap Bidding/Price Re-bidding in accordance with the terms and conditions of the Client's tender.

In the event that BECIL participates in the Client's tender and the Client invokes the Snap Bidding process, the selected Participant shall be required to participate in such process on a back-to-back basis and submit revised prices to BECIL within the stipulated timeline.

Yours faithfully,

Authorized signature (in full and initials) ……………………………………………… Name and designation of the signatory …………………………………………… Name of the Firm ………………………………………………………………………….
Business address …………………………………………………………………….
Office seal…………………………
Place………………
Date ……………….

(Annexure- K (II))

Unpriced BOM

Sl No.	Description	Make/Model	QTY	Unit Price	Basic Amount	GST%	GST Amount	Total amount Including GST
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								

Note: Proposed BOM with Description, Make/Model, Quantity & Number of Units should be mentioned in this Unpriced BOM.
Also list of spares to be provided during the CAMC period is also required to be provided

(Annexure- L)

BACK-END PARTNER AGREEMENT

between

Broadcast Engineering Consultants India Ltd
(A Government of India Enterprise)
#162, II Main, 1st Cross, AGS Layout,
RMV II Stage, Bengaluru-560094.

and

[vendor name/Back-End Partner Member]
[Vendor Address]

BACK-END PARTNER AGREEMENT

Executed on Rs.500/ non judicial stamp paper

This Back-End Partner Agreement is executed at Delhi on this --------------**2026** ("**Effective Date**").
AMONGST

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

AND

M/s XXX**.** A company registered under the provisions of Companies Act, 2013, with its registered office at -- acting through authorized vide a Board Resolution dated ------------ **(hereinafter referred to as "Back-End Partner Member" or "the Implementation partner")** which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns.

The Back-End Partner consisting of M/s BECIL and M/s XXX shall be referred to as Back-End Partner, individually referred to as "**Party**" and collectively as "**Parties**".

ARTICLE 1: PREAMBLE

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

WHEREAS M/s XXX- is in the business of ------------------------------ (Hereinafter referred to as the Back-End Partner Member)

WHEREAS GUK floated a tender document numbered No: GUK/ENGG/AEE-A/KKRDB/GDQ/26-27/246 Dated: 29.07.2026 for the supply and installation of 1MW ground mounting solar power grid at Gulbarga University Kalaburagi, Karnataka**,** hereinafter referred to as RFP tender" /" Work"/" Project" (hereinafter called as GUK TENDER)

WHEREAS BECIL published EOI No. BECIL/RO/GUK/GMSPG/2026-27/01, Dated: xx.08.2026 (hereinafter referred as BECIL EOI) for selection of Back-End Partner members for GUK tender.

AND WHEREAS Parties have agreed to execute the agreement if awarded by GUK and shall abide by all terms and conditions of such agreement signed thereof.

AND WHEREAS BECIL & the Back-End Partner Member have jointly accepted to form a Back-End Partner

to prepare and submit its competitive bid against the RFP for SUPPLY AND INSTALLATION OF 1MW GROUND MOUNTING SOLAR POWER GRID as per the tender document **GUK/ENGG/AEE-A/KKRDB/GDQ/26-27/207 Dated: xx.08.2026**

AND WHEREAS, this Back-End Partner agreement is executed solely for the purpose of bidding as a Back-End Partner for the RFP issued by GUK pertaining to SUPPLY AND INSTALLATION OF 1MW GROUND MOUNTING SOLAR POWER GRID.

AND WHEREAS all the parties agreed to join their hands on the following terms & conditions:

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

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

- **EOI floated by BECIL EOI No.** BECIL/RO/GUK/GMSPG/2026-27/01, Dated: xx.08.2026 **for the RFP for Selection Implementation Partner.**
- **Clients RFP no: GUK/ENGG/AEE-A/KKRDB/GDQ/26-27/207 Dated: xx.08.2026**

ARTICLE 2: GENERAL

2.1. PURPOSE:

The Parties do hereby irrevocably constitute a Back-End Partner (the "Back-End Partner") for the purpose of jointly participating in the bidding process for the SUPPLY AND INSTALLATION OF 1MW GROUND MOUNTING SOLAR POWER GRID in GUK the RFP No: GUK/ENGG/AEE-A/KKRDB/GDQ/26-27/207 Dated: xx.08.2026.

The Parties hereby undertake to participate in the bidding process only through this Back-End Partner and not individually and/ or through any other Back-End Partner constituted for this GUK RFP, either directly or indirectly or through any of their associates.

2.2 Representation of the Parties: The Back-End Partner Member represents to BECIL that as on date of signing this Agreement:

2.2.1 That Back-End Partner Member is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement.

2.2.2 That the execution, delivery and performance by Back-End Partner Member of this Agreement have been authorized by all necessary and appropriate corporate or governmental action, and will not, to the best of its knowledge:

(a) Require any consent or approval not already obtained;

(b) Violate any applicable Law presently in effect and having applicability to it;

(c) Violate the Agreement and articles of association, by-laws or other applicable organizational documents thereof;

(d) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which any Back-End Partner Member is a party or by which Back-End Partner Member or any of their properties or assets are bound or that is otherwise applicable to Back-End Partner Member:

(e) Create or impose any license, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of Back-End Partner Member so as to prevent such Parties from fulfilling their obligations under this Agreement.

2.2.3. That Back-End Partner Member has not been black-listed by Central/ State Government or any other Government PSU and is not facing/ likely to face any disciplinary proceedings under Indian or under laws of any other country.

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

2.2.5. That there is no litigation pending or, to the best of Back-End Partner Member's knowledge, threatened to which it or any of its affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

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

ARTICLE 3: PROJECT BACKGROUND AND SCOPE OF WORK

3.1 Project Background

3.1.1 That falling under the purview of the **Gulbarga University Kalaburagi, Karnataka**

3.1.2 The **Gulbarga University Kalaburagi, Karnataka**, floated a tender document on the CPPP Portal for the selection of a Bidder responsible for the Selection of Design, Supply, replacement, installation and commissioning of SOLAR POWER GRID system with video analytics for the Green R&D Centre of Hindustan Petroleum Corporation Limited, Bengaluru

3.1.3 The aforesaid tender no: **GUK/ENGG/AEE-A/KKRDB/GDQ/26-27/207 Dated: xx.08.2026,** with all the amendments or corrigendum (available in https://kppp.karnataka.gov.in website) gives details of the project as well as scope of work to be carried out by the Back-End Partner.

3.2 Scope of Work of the Back-End Partner member/ Implementation Partner:

3.2.1. The detailed scope of work of the Back-End Partner member/ Implementation Partner as per the scope of works mentioned in the RFP Document no: **No: GUK/ENGG/AEE-A/KKRDB/GDQ/26-27/207 Dated: xx.08.2026.**

3.2.2.1 **The broader scope of work as per the RFP includes:**

Scope of Work:

The selected bidder shall undertake the project on a **complete EPC (Engineering, Procurement and Construction) basis**, including:

Part A:

- **Site survey**
- **Design & Engineering**
- **Supply of Solar PV System**
- **Civil works**
- **Structural works**
- **Electrical works**
- **Installation**
- **Testing**
- **Commissioning**
- **Grid Synchronization**
- **Documentation**
- **Training**

- **Part B:** Comprehensive Warranty Support – 3 Years (Free maintenance services shall be provided by the Supplier during the period of warranty)

Comprehensive Warranty for 36 Months covering

- **Design defects**
- **Material defects**
- **Manufacturing defects**
- **Replacement**
- **Repair**

Any replaced item receives fresh warranty. Supplier must rectify complaints within 3 days.

Part C: CAMC Maintenance: Post Warranty AMC with required spares – for a period of 3 years form the date of completion of warranty including

- **Spares of at least 5%**
- **Preventive Maintenance**
- **Breakdown Maintenance**

Complaint response Within 24 Hours. SLA Penalty applicable for delays.

Part D: Inspection & Acceptance

Inspection includes

- **Factory Inspection**
- **Site Inspection**
- **Installation Verification**
- **Commissioning**
- **Acceptance Test**

Acceptance of the goods requires 7 consecutive days of trouble-free operation.

Supplier gets maximum 2 weeks to rectify failures.

Note: 1. The contract is on **single point responsibility**, meaning the bidder is fully responsible for successful commissioning and operation.

1. Also, the decision of entering the AMC contract or not entering or curtailing the period of contract is fully as per the client's decision.

The contract is on **single point responsibility**, meaning the bidder is fully responsible for Designing, implementation, testing, commissioning, operations, reporting, maintaining, Warranty, CAMC and completion of the project scope of work to the satisfaction of the client.

Bidders are advised that the rates, terms, and conditions finalized through this tender shall remain valid until completion of the entire scope of work. All bidders must quote for the complete solution covering all system components; partial or incomplete bids are liable to be rejected. The selected Bidder shall bear single-point responsibility for the entire scope, including inspection, installation, testing, commissioning, servicing, and submission of final documentation.

Note: Bidders are instructed to refer the clients RF num: GUK/ENGG/AEE-A/KKRDB/GDQ/26-27/207 Dated: xx.08.2026 and the subsequent corrigendum issued on dated: 18/06/2026

ARTICLE 4: ROLES AND RESPONSIBILITIES

4.1 The Back-End Partner Member/Implementation Partner shall be responsible for compliance of all the terms and conditions of the GUK Tender, this agreement and any other amendment or supplementary agreement relating to the performance of this agreement. Any noncompliance shall be treated as a breach of this agreement.

4.2 The Back-End Partner Member agrees that it shall remain as irrevocable member of this tie-up for the complete execution and completion of GUK Tender/Work/Project (as per scope of the aforementioned BECIL EOI & GUK- RFP).

4.3 **DUTIES & OBLIGATIONS OF BACK-END PARTNER MEMBER/IMPLEMENTATION PARTNER**

4.3.1. For the efficient execution of the project, the Back-End Partner Member would formulate the G**eneral Standards of performance. The** Back-End Partner Member shall carry out the services outlined in the scope of work as mentioned in the additional terms and conditions with due diligence and efficiency, and shall exercise such skill and care in the performance of the services as is consistent with recognized professional standards. The Back-End Partner Member shall act at all times so as to protect the interests of BECIL and the Back-End Partner.

4.3.2. The Back-End Partner Member have read and understood the terms and conditions of the EOI floated by BECIL and the RFP floated by **GUK.** and it agree to support BECIL in abiding by those terms and conditions.

4.3.4. The Back-End Partner Member confirms that they understood the on-ground technical complication and they agree to have taken into consideration the manpower required on the basis of the scope of work.

4.3.6. The Back-End Partner Member **has agreed to accept all the challenges with regard to time Overrun, Cost Overrun, payment terms & Liquidated Damages & Penalties, deductions related to non-compliance of project SLA conditions and confirm to abide by the timeline in case the project is awarded.**

4.3.7. Back-End Partner Member **has agreed to accommodate the change in scope of work by GUK, whether or not incidental and ancillary, to achieve the objective as per the GUK RFP requirement, without any additional cost to BECIL.**

4.3.8. Back-End Partner Member **has agreed to abide by all the terms on a back-to-back basis as per the terms and conditions and Obligations as specified in the GUK, RFP.**

4.3.11 Since payment conditions are on a back-to-back basis and time is the essence of the project; Back-End Partner Member should maintain sufficient liquidity/funds for timely and smooth execution of the project.

4.4. <u>DUTIES AND OBLIGATIONS OF BECIL:</u>

4.4.1. BECIL shall act as the coordinator/Project Management Consultant of the Back-End Partner's combined activities. Providing timely feedback and correspondence with the client GUK on the various stages of project deliverables.

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

4.4.3. It shall act as the lead member and be responsible for signing the contracts/Agreement, receiving funds, negotiating, and communicating the work package with the client -GUK authority.

4.4.4. BECIL is authorized by the Back-End Partner Member to receive instructions from the client on behalf of Back-End Partner Member.

4.4.5. In the event of the project getting awarded, BECIL shall act as the only channel of communication between the **GUK, Green R&D Center, Bengaluru** and the Back-End Partner

Member/parties to execute the project/ Agreement.

4.5. RESPONSIBILITY MATRIX

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

P-Primary Responsibility
S-Secondary Responsibility
J- Joint Responsibility
N- No Responsibility

S.NO.	Description	BECIL	BACK-END PARTNER MEMBER
	BACK-END PARTNER RESPONSIBILITY		
1	Back-End Partner Agreement between the BECIL and the finalized bidder/BACK-END PARTNER Member, mentioning with roles and responsibilities of each Back-End Partner.	**J**	**J**
2	Power of Attorney to BECIL by the finalized Bidder/BACK-END PARTNER Member authorizing BECIL as a Lead bidder to sign the contract with the client.	**S**	**P**
3.	Pre-bidding site survey, if any	**S**	**P**
2.	Fully complied with technical bid response preparation as per RFP Terms & Conditions. Selection of the OEM- application	**J**	**J**
3.	Competitive commercial bid preparation as per RFP	**J**	**J**
4.	Documentation and correspondence with the customer.	**P**	**N**
5.	Provisioning of EMD/Insurance Surety Bond to GUK as per RFP requirement.	**P**	**S**
6.	Provision of Back to Back and Making charges of EMD/ Insurance Surety Bond to BECIL.	**~~N~~**	**P**
7.	Provisioning of any other required document for bidding.	**J**	**J**
8.	Submission of complete techno-commercial offer to the customer in requisite mode.	**J**	**J**
9	Any other relevant follow up, correspondence and meetings with the customer/Client.	**P**	**S**

S.NO.	Description	BECIL	BACK-END PARTNER MEMBER
	POST-BID RESPONSIBILITY (In the event of winning the agreement)		
1.	Signing of contract with the client - **GUK, Green R&D Center, Bengaluru**	**P**	**N**
2.	Submission of 5% PBG to client	**J**	**J**
3.	Submission of back-to-back PBG to BECIL.	**N**	**P**
4.	Any relevant follow up, correspondence and meeting with the customer	**P**	**S**
5.	Executing the entire end to end Scope of the project Work to the satisfaction of the client – **GUK, Green R&D Center, Bengaluru** as per the conditions of clients RFP.	**S**	**P**
6.	Providing project finance/working capital for the timely execution of the project	**N**	**P**

4.6 ROLE OF THE PARTIES: The Parties hereby undertake to perform the roles and responsibilities as described below in the GUK tender and shall have the power of attorney from Back-End Partner Member to BECIL for conducting all business for and on behalf of the Back-End Partner during the Bidding Process in accordance with the terms and conditions of the RFP Document.

4.7 JOINT AND SEVERAL LIABILITY

4.7.1 The Parties do hereby undertake and declare that the BECIL shall represent all the Back-End Partner and shall at all times be liable and responsible for discharging the functions and obligations of the Back-End Partner; and that each member of the Back-End Partner Members shall be bound by any decision, communication, notice, action or inaction of BECIL on any matter related to this Agreement and that the GUK shall be entitled to rely upon any such action, decision or communication of BECIL. That GUK shall have the right to release payments solely to BECIL and shall not in any manner be responsible or liable for the inter-se allocation of payments among members of the Back-End Partner Member.

ARTICLE 5: COOPERATION OF THE TRANSACTION

5.1 All the parties agree to abide by the broad Responsibility Matrix, which is at clause 4.4 above and forms an integral part of this Agreement, including all the tender terms such as General Requirements, Commercial Aspects, Evaluation and Acceptance criteria of the RFP, etc.

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

5.3 The cooperation for execution of the Project between the parties hereto shall be exclusive, i.e., neither of them shall without the other party’s consent - alone or together with another PARTY take part in any agreement or proposal with regard to this RFP Tender No. **BECIL/RO/GUK/GMSPG/2026-27/01, Dated: xx.08.2026.**

ARTICLE 6: PERIOD OF AGREEMENT

6.1 The agreement shall be valid till from the date of signing of this agreement (“Effective Date”) or till the completion of the project and its obligations & release of all payments thereof, whichever is later. This Agreement may be extended for a period of one year, on mutual consent. All obligations hereunder shall only apply during the term of this agreement and to such obligations and commitments in relation to the Tender/Work/Project under the scope of BECIL EOI & GUK RFP, as may have been undertaken by the Parties during the Term with validity exceeding the Term.

ARTICLE 7: PAYMENT AND COMMERCIAL

7.1. BECIL will provision the EMD to GUK as per the RFP requirement as well as the Performance bank guarantee by virtue of being the Lead Member.

7.2 The Back-End Partner Member will provision for Back-to-Back EMD of an equal amount to BECIL. The Back-End Partner Member will submit a 5% PBG for the contract amount with BECIL which shall be valid till the completion of the project and its obligations.

7.3. The Back-End Partner Member will additionally furnish back-to-back performance Security in the form of PBGs at 5% over the total project amount as per the signed contract between BECIL and the Back-End Partner member.

7.5. The Back-End Partner Member shall raise its tax invoices to BECIL, which will then raise the invoices to **GUK, Green R&D Center, Bengaluru** (on the basis of the achievement of pre-defined milestones subject to satisfactory completion of work) after getting the relevant documentary proofs from the Back-End Partner Member.

7.6 BECIL shall be entitled to keep a markup ----------**%** of the project value (of bid value, including taxes submitted by BECIL TO GUK) as a margin to its project management consultancy.

7.7 Upon receipt of corresponding payment from the GUK, BECIL shall disburse the payment to the Back-End Partner Members within 30 days of receipt of the payment from GUK after deduction of BECIL’s markup percentage or **BECIL Margin in ……%** of the total project cost as signed with the client GUK.as per clause 7.6

7.8 All Invoices received from the Back-End Partner member would be inclusive of all statutory taxes/ GST. BECIL will consider invoices raised by lead member of the Back-End Partner Members subject to the submission of all relevant documents and in case the documents are not proper, BECIL is liable to reject the invoices.

7.9 Notwithstanding anything contained in any other agreement, document, correspondence, arrangement between the parties in respect of GUK Tender/ Works / Projects, the Back-End Partner Member understands, agrees and undertakes that:

(a) Back-End Partner Member participated in BECIL’s EOI and that all terms & conditions of the BECIL’s EOI shall apply to the Back-End Partner Member.

(b) The payment terms between BECIL & Back-End Partner Member are on a back-to-back basis and the payment shall be released by BECIL only if and when received by BECIL from the client GUK and subject to terms & conditions of the agreement and submission of complete required documents.

(d) **The** Back-End Partner Member will not demand or make any claim under any law with respect to the pending payment till the time corresponding payment is received by BECIL from GUK. BECIL shall not be responsible in any manner whatsoever for any delay in releasing the payments or withholding of payments by GUK.

(e) The (day) date of delivery of goods and/or rendering of services by the Back-End Partner Member shall be the date or realization of payment from GUK once the goods and/or services are accepted by GUK.

(f) Back-End Partner Member hereby agrees to ensure timely GST compliance's as per the statutory requirements. All the costs pertaining to any GST non-compliance, including but not limited to any loss of eligible input tax credit due to non-payment/non-filing of GST return and applicable interest/penalties shall be borne/indemnified by Back-End Partner Members. Further Back-End Partners hereby agrees that BECIL reserves the right for reimbursement of any such cost incurred out of the aforesaid noncompliance(s).

7.10 **U**pon receipt of payment from GUK, BECIL shall make back to back payment to the Back-End Partner Member after deducting BECIL's Margin (Project Management Consultancy) as per clause 7.6, etc. as per terms and conditions of the Back-End Partner Agreement**. The respective payment of the Back-End Partner member shall be made to the bank account given by the** Back-End Partner Member **.**

ARTICLE 8: GENERAL TERMS & CONDITIONS

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 Back-End Partner Member and BECIL.

8.1 INTELLECTUAL PROPERTY RIGHTS:

8.1.1 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.

8.1.2 The Back-End Partner 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.

8.1.3 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.

8.1.4 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

8.2 LAND AND BORDER PROVISION

8.2.1 The Undertaking at Annexure-K 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.

8.3 INDEMNITY

8.3.1 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:

8.3.2 Any Compensation/ claim or proceeding by any third party against BECIL arising out of any act, deed or omission by the Bidder;

8.3.3 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.

8.3.4 That BECIL shall have no liability whatsoever for any injury/death to the Bidder or its staff caused or suffered during the performance of its obligations hereunder

8.4 **CODE OF INTEGRITY**

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

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

c) 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.

d) 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.

e) 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.

f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

g) Obstruction of any investigation or auditing of a procurement process.

h) Making false declaration or providing false information for participation in a tender Process or to secure a contract.

8.5 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 of Declaration. A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:

19.2.1 Directly or indirectly controls, is controlled by or is under common control with another Bidder; or

19.2.2 Receives or have received any direct or indirect subsidy/ financial stake from another Bidder; or

19.2.3 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

19.2.4 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

19.2.5 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

19.2.6 Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Details Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc.)of this Tender process; or has a close business or family relationship with a staff of the Procuring Organization who:

(iii) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or

(iv) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

8.6 UNDUE INFLUENCE

8.6.1 The Back-End Partner Member 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.

8.6.2 Any breach of the aforesaid undertaking by the Back-End Partner Member or any one employed by it or acting on its behalf (whether with or without the knowledge of the Agency) or the commission of any offers by the Agency or anyone employed by him or acting on his behalf, as defined in the Bhartiya Nyaya Sanhita, erstwhile known as the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle BECI to cancel the contract and all or any other contracts with the Agency and recover from the Agency the amount of any loss arising from such cancellation, from the present or from any other contract with BECIL.

8.7 UNLAWFUL/UNETHICAL PRACTICES

8.7.1 If the Back-End Partner Member has engaged in corrupt, fraudulent, collusive and coercive practices or defaulted commitments under integrity.

8.7.2 Any intentional omission or misrepresentation in the documents submitted by the Bidder for the purpose of due diligence or for the execution of any act essential for the execution of the Project.

8.7.3 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:

8.8 PENALTY FOR BREACH OF INTEGRITY, CONFLICT OF INTEREST AND UNDUE INFLUENCE

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

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

8.8.3 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.

8.9 BLACKLISTING/ DEBARMENT

8.9.1The Back-End Partner Member shall be debarred/blacklisted from bidding for the contract/tender floated by BECIL for a period of two years, for violation of the code of integrity, for undue influence as well as for the breach of any other terms and conditions of the tender as per the General Financial Rules 2017 and the Guidelines for debarment of firms from bidding issued by the Department of Expenditure, Ministry of Finance no. F1/20/2018 –PPD dated 02.11.2021.

8.10 RISK AND COST CLAUSE

a. 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.

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

c. 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.

d. Withdrawal from or abandonment of the work by Bidder before completion of the work as per contract.

e. 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.

f. Termination of Contract on account of any other reason (s) attributable to Back-End Partner Member

g. Assignment, transfer, subletting of Contract by the Back-End Partner Member without BECIL's written permission resulting in termination of Contract or part thereof by BECIL

8.11 PENALTIES & SLA's:

Penalties during CAMC period:

During the AMC/CAMC period:

- Maximum complaint response time: **24 hours**.
- If equipment remains unusable beyond the permissible downtime and no immediate replacement is provided:
    - **Penalty:** ₹100 per item per day.
- During the annual maintenance period, this penalty is recovered from the **AMC payments**.

a. 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.

b. 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.

8.12 CONFIDENTIALITY

a. The Back-End Partner Member 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.

b. 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.

8.13 RIGHT TO INSPECTION

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

b. 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.

8.14 TERMINATIONS

Termination of Contract by BECIL due to unsatisfactory performance

a) If the Back-End Partner Member 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 Back-End Partner Member 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 Back-End Partner Member 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 Back-End Partner Member and the Contract shall be deemed terminated after a period of 15 days from the date of notice of termination.

8.15 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 Back-End Partner Member, 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;

8.16 Termination due to Insolvency

a) If the Back-End Partner Member 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 Back-End Partner Member or to give the Receiver or liquidator or other person, the option of carrying out the contract subject to its providing a guarantee up to an amount to be agreed upon by BECIL for due and faithful performance of the contract.

8.17 Termination for Convenience

BECIL can terminate the Agreement by serving a 30-day notice without assigning any cause or reason to the Back-End Partner Member. The contract shall be deemed terminated after a period of 30 days from the date of termination notice.

8.18 POST TERMINTION RESPONSIBILITY

a. In all cases of termination herein set forth, the obligations of BECIL to pay shall be limited to the period up to the date of termination, subject to the receipt of such payment from the Client.

b. 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.

c. The Back-End Partner Member 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.

d. That in the event of termination under clause 17.1 and 17.2 the whole or part of the performance security furnished by the Back-End Partner Member is liable to be forfeited without prejudice to the right of BECIL to recover from the Back-End Partner Member any accruing or incurred losses or damages, on account of termination of contract due to unsatisfactory performance/ delay in execution of work.

8.19 NOTICES

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

Ms. Usha Mangalgi, GM, BECIL
Broadcast Engineering Consultants India Ltd,
#162, II Main, 1st Cross, AGS Layout, RMV II Stage, Bengaluru-560094.
Email: usha@becil.com

8.20 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.

8.21 AMENDMENT:

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

8.22 ARBITRATION

a. Conciliation of Dispute

i. 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.

ii. 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.

b. Reference of Dispute to Arbitration proceeding post conciliation

i. 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.

ii. 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.

iii. 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,

iv. The dispute(s)/ difference(s)/controversy(s) shall be adjudicated by a single/sole Arbitrator empaneled with the Delhi International Arbitration Centre.

v. The seat of Arbitrations shall be at New Delhi and the Arbitration proceeding shall be conducted in English.

vi. 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.

vii. 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.

viii. That any claim of damage(s) or loses(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 Back-End Partner Member shall be reimbursed by the Bidder/Agency.

ix. 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 Back-End Partner Member in all respects.

8.23 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.

8.24 Force Majeure

a. 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 any other action by the Government Agencies.

b. 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.

c. 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.

8.25 SUBCONTRACTING

The Back-End Partner Member shall not subcontract the entire or any portion of the work to be performed by it, without the prior written consent of BECIL.

8.26 EXTENSION OF TIME

a. 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.
b. 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.

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

8.27 ASSIGNMENT:

a) 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.

b) Subject to clause mentioned above, the selected Back-End Partner Member shall not be permitted to assign its rights and obligations, under the Contract/ Agreement / work order, to any third party.

c) BECIL may assign or novate all or any part of the Contract/ Agreement / work order and the Back-End Partner Member shall be a party to such novation, to any third party contracted to provide outsourced services to BECIL or any of its nominees.

8.28 COMPLIANCE WITH APPLICABLE LAW:

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

8.29 SEVERABILITY:

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

8.30 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.

8.31 LIQUIDATED DAMAGES

a. 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:
b. 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)
c. 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.

d. 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)
e. 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.

8.32 Power of Attorney (PoA) by Competent Authority:

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.

A **Power of Attorney (PoA)** on a **non-judicial stamp paper duly notarised,** must be submitted, duly issued by the **Chief Executive Officer (CEO) or the Board of Directors** of the bidding entity, authorizing the individual signing the bid for this EOI. The PoA shall also explicitly authorise the said individual to:

- To issue a P**ower of Attorney (PoA)** to BECIL authorising BECIL as a Lead Bidder for the project.
- **Execute and sign the Back-End Partner Agreement (Inter-se Agreement)** with BECIL on behalf of the organization, authorising BECIL to submit the bid/execute a contract agreement with the client, to negotiate the contract terms and conditions with the client, to receive payments from the
  client as a binding document.
- Submit all necessary documents, participate in discussions/negotiations, and
- Bind the company to all commitments, representations, and obligations arising out of this EOI process and subsequent participation in the client's tender.

The Power of Attorney shall:

- Be executed **of appropriate value**,
- Be **duly notarized**, and
- Clearly mention the **name, designation, and authority of the person issuing the PoA**, as well as the **scope of authority granted.**

8.33 SIGNING OF NON-DISCLOSURE AGREEMENT

Except with the written consent of the Buyer, the bidder shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
Bidders interested to participate in this EoI, shall have to sign a NON-DISCLOSURE AGREEMENT with BECIL on a non-judicial stamp-paper of Rs.100. Participation without undertaking for compliance to above shall be invalid and such bids shall not be considered by BECIL.

Annexure-M

Local office Establishment
<To be submitted in company's letterhead>

To,
The General Manager
Broadcast Engineering s India Limited (BECIL)
BECIL, #162, II Main, I Cross, AGS Layout, RMV II Stage, Bangalore – 560094
Subject: Local office establishment declaration

EOI Ref. No. Dated:

I, the undersigned certify that <COMPANY NAME>, having its registered office at<Address and present local office at <address> as of <date>. I have attached the proof documents to substantiate our claim.

or

I hereby Undertake that an office in the state of Karnataka will be opened within one moth of the award of Contract/placement of work order to us.

Designation: Business: Address: Signature: Seal:
Date & Time:

<u>Annexure-N</u>

POWER OF ATTORNEY

(To be executed on Rs.500/- Non judicial stamp paper and Notarized)

TO WHOMSOEVER IT MAY CONCERN

KNOW ALL MEN BY THESE PRESENTS,

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

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

Date.

For Name of Bidder,

Executed
Accepted Witnesses

Annexure-O

Format of OEM's authorization letter (To Be Printed on OEM's Official Stationery).

MANUFACTURER'S AUTHORIZATION CERTIFICATE (MAC)

Date:

To,
The Registrar,
Gulbarga University
Gulbarga.

Subject: Manufacturer Authorisation Certificate (MAC).

Ref: 1. RFP Reference No.: **GUK/ENGG/AEE-A/KKRDB/GDQ/26-27/246 Dated: 29.07.2026.**
Tender title: **The Selection of Backend partner/SI for "SUPPLY AND INSTALLATION OF 1MW GROUND MOUNTING SOLAR POWER GRID AT GULBARGA UNIVERSITY KALABURAGI (GUK)"**.

Dear Sir/Madam,

We, **[Full Legal Name of OEM]**, having our registered office at **[Full Address of OEM based in India]**, and being the original equipment manufacturer (OEM) of the application/software/equipment/items, do hereby authorize **Broadcast Engineering Consultants India Limited (BECIL)**, a Government of India Enterprise, having its Regional Office at #162, II Main, 1st Cross, AGS Layout, RMV II Stage, Bengaluru – 560094, to bid, negotiate, and conclude the contract with your esteemed department on our behalf for the above-cited RFP on a turnkey basis for the products/services and three years of warranties, and Three years of after sales support with necessary spares as required in the RFP document.

We further confirm and undertake the following:

Authorisation and Commitment:

We authorise BECIL to offer, supply, implement, and support our products and software applications & solutions, specifically required. This includes full responsibility warranty service support from our side as per the Scope of the project.

Full Lifecycle Support:

We commit to fully support this project from the design phase through to the completion of all contractual obligations as per the terms and conditions of the RFP, software implementation, customisation, support services, including Training & Capacity Building.

End-to-End OEM Support:
We guarantee to provide comprehensive support, which includes but is not limited to:
Necessary technical services and design consultations,
Training to stakeholders as applicable,
On-site and remote maintenance and service support,
Software and firmware upgrades, patches, and enhancements,

Timely provision of bug fixes, security updates, and performance improvements,

Warranty:

We hereby undertake to provide a Warranty and service support for any kind of manufacturing defects and satisfactory performance for a period of **6 years from the date of successful commissioning of supplied system**. The warranty shall commence only after the complete system has been integrated, commissioned.

We understand and agree that **failure to comply with the above undertakings** or withdrawal of support shall render our organization liable to actions including but not limited to **blacklisting** by the Client.

We affirm that this certificate is issued specifically for this project and is binding upon us.

Yours faithfully,
For and on behalf of
[Name of OEM]
(Signature with Seal)
Name: ___________________________
Designation: ______________________
Email: ___________________________
Contact No.: ______________________
Date: ____________________________

Yours faithfully,

(Signature with seal) Name and Designation

<u>Annexure-P</u>

UNDERTAKING FOR SUBMISSION OF PERFORMANCE BANK GUARANTEE (PBG)
(To be printed on the Bidder's Letterhead)

Date: ____________

To,
The General Manager
BECIL,
Regional Office,
Bangalore-560094.
Subject: Undertaking for Submission of PERFORMANCE BANK GUARANTEE (PBG).
Ref: EOI Num: EOI No. BECIL/RO/GUK/GMSPG/2026-27/01, Dated: xx.08.2026

Dear Sir/Madam,
We, M/s. ________________________________ [Name of the Bidder], having our registered office at ____, hereby submit this undertaking in respect of the above-mentioned tender.

We acknowledge that as per the terms and conditions of the EOI No. **BECIL/RO/GUK/GMSPG/2026-27/01, Dated: xx.08.2026.**, an PBG for 5% of the contract amount.
Through this undertaking, we confirm and undertake that:

1. We shall submit a Performance Bank Guarantee (PBG) on a back-to-back basis, in accordance with the terms and conditions of the Client's Tender within 15 days from the date of signing the contract Agreement with the Lead Partner Member, i.e., M/s. Broadcast Engineering Consultants India Limited (BECIL).
2. The submitted PBG in favour of BECIL will have a validity of 45 Months for the SITC and warranty part.
3. We understand and agree that failure to submit the PBG within the stipulated time may result in the forfeiture of the submitted for this EOI.
4. This undertaking is being submitted at the time of bid submission, and we are fully aware that the EMD shall be released only after the submission of PBG a mandatory requirement for the contract.

We hereby declare that the statements made above are true and correct to the best of our knowledge and belief.

Thanking you,
Yours sincerely,

For and on behalf of
M/s. [Bidder's Name]
Authorized Signatory

Annexure-Q

UNDERTAKING FOR INDEMNITY
(On Rs.100 Stamp paper)

Date:

To,

The General Manager
Broadcast Engineering Consultants India Limited (BECIL)
Regional Office,
Bangalore-560094

Subject: Undertaking to Indemnify BECIL Against Claims, Penalties, Charges, Damages, Legal Expenses, etc.
Ref EOI num: EOI No. BECIL/RO/GUK/GMSPG/2026-27/01, Dated: xx.08.2026**.**

****

Dear Sir/Madam,
We, **M/s. …….** a company incorporated under the provisions of Indian Act & Law and having its registered office at **[Complete Address]**, do hereby undertake and agree to unconditionally and irrevocably indemnify and hold harmless **Broadcast Engineering Consultants India Limited (BECIL)**, its officers, employees, and representatives from and against all claims, losses, damages, liabilities, penalties, statutory dues, legal expenses, costs, liquidated damages, and SLA penalties arising out of or in connection with:

1. Any acts of omission or commission, negligence, or non-compliance with statutory provisions, rules, regulations, or applicable laws during the execution of the project/work awarded to us by BECIL;
2. Any claims raised by third parties, government authorities, or any other stakeholders due to our failure to comply with contractual obligations;
3. Any penalties or legal proceedings imposed on BECIL on account of our delay, default, or deficiency in service delivery or performance;
4. Any violation of Service Level Agreements (SLA), terms of the agreement, or breach of obligations under the contract/work order issued by BECIL.

This undertaking shall remain valid and binding throughout the tenure of the contract and any extended period thereof, including during the warranty/support/maintenance period, and shall survive the termination or expiry of the agreement.
We further undertake to bear all legal expenses, litigation costs, and damages arising due to any such claims or proceedings initiated against BECIL due to our actions or inactions.
Thanking you,
Yours faithfully,
For **[Company Name]**
(Authorized Signatory)
Name:
Designation:
Seal:
Date:

Annexure-R

UNDERTAKING FOR COMPLIANCE WITH SIGNING OF NON-DISCLOSURE AGREEMENT with BECIL.

(On the Letterhead of the Bidder)

Date:

To
The General Manager
Broadcast Engineering Consultants India Limited (BECIL)
Regional Office,
Bangalore-560094.

Subject: Undertaking for Compliance with Signing of Non-Disclosure Agreement

Dear Sir/Madam,

We, **M/s. [Name of the Company]**, a company incorporated under the laws of [Country/State] and having its registered office at **[Complete Address]**, hereby undertake and agree as under:

We understand that as part of the engagement with **Broadcast Engineering Consultants India Limited (BECIL)** for the project titled “Selection of Design, Supply, replacement, installation and commissioning of SOLAR POWER GRID system with video analytics for the Green R&D Centre of Hindustan Petroleum Corporation Limited, Bengaluru **"[Contract No: GUK/ENGG/AEE-A/KKRDB/GDQ/26-27/246 Dated: 29.07.2026**

1. **."**, we may have access to certain confidential, proprietary, and sensitive information of BECIL, its clients, or stakeholders.
2. We undertake to **fully comply** with the requirement of signing a **Non-Disclosure Agreement (NDA)** in the prescribed format as and when requested by BECIL.
3. We affirm that all information, documents, data, or materials shared by BECIL, directly or indirectly, in any form, will be treated with strict confidentiality and will not be disclosed to any third party without the prior written consent of BECIL.
4. We further undertake to ensure that all our employees, representatives, subcontractors, and associates involved in the project shall also comply with the terms and conditions of the NDA and maintain the confidentiality of all such information.
5. We acknowledge that any violation or breach of the NDA shall result in legal and financial consequences as per applicable laws and the terms of the agreement.

This undertaking is given in good faith and shall remain valid throughout the tenure of our engagement with BECIL and thereafter as per the NDA terms.

Thanking you,
Yours faithfully,
For **[Company Name]**
(Authorized Signatory)
Name:
Designation:
Seal:
Date:

Annexure-S

UNDERTAKING REGARDING ABSENCE OF CONFLICT OF INTEREST

(On the Letterhead of the Bidder)

Date:

To

The General Manager
Broadcast Engineering Consultants India Limited (BECIL)
Regional Office,
Bangalore-560094.

Subject: Undertaking Regarding Absence of Conflict of Interest.

Dear Sir/Madam,

We, **M/s. [Name of the Company]**, a company incorporated under the laws of [Country/State] and having its registered office at **[Complete Address]**, do hereby solemnly affirm and undertake the following:

We confirm that we are submitting our proposal/participating in the project titled Selection of a Selection of Design, Supply, replacement, installation and commissioning of SOLAR POWER GRID system with video analytics for the Green R&D Centre of Hindustan Petroleum Corporation Limited, Bengaluru **"[Contract No: GUK/ENGG/AEE-A/KKRDB/GDQ/26-27/246 Dated: 29.07.2026**

1. **and the EOI No. BECIL/RO/GUK/R&D/ SOLAR POWER GRID/2026-27/01, Dated:XX.08.2026"** issued by **Broadcast Engineering Consultants India Limited (BECIL)** in a fair and competitive manner.
2. We hereby declare that there is **no actual or potential conflict of interest** that could affect the objectivity, integrity, or impartiality of our participation in the said project.
3. We further declare that:
    - Neither our company nor any of its directors/partners/employees has any personal or professional interest that conflicts with the interests of BECIL.
    - We are not engaged in any activity or business that may compromise or appear to compromise our ability to render fair and unbiased services to BECIL.
    - We have not engaged, directly or indirectly, in any arrangement or agreement with any other bidder/party that would restrict fair competition or constitute a conflict of interest under applicable laws or tender conditions.
4. In the event that any potential or actual conflict of interest arises during the course of the engagement, we undertake to immediately disclose the same to BECIL in writing and abide by any directions issued by BECIL to mitigate the conflict.

This undertaking is made in good faith and is binding on us throughout the term of the engagement and thereafter, as may be applicable.

Thanking you,
Yours faithfully,
For **[Company Name]**
(Authorized Signatory)
Name:
Designation:
Seal:
Date:

Annexure-T

EMD (BANK GUARANTEE)

WHEREAS, **M/s. BROADCAST ENGINEERING CONSULTANTS INDIA LTD(BECIL)** (hereinafter called "the bidder") has submitted his bid dated:20/5/2025 for the "Selection of Design, Supply, replacement, installation and commissioning of SOLAR POWER GRID system with video analytics for the Green R&D Centre of Hindustan Petroleum Corporation Limited, Bengaluru **"[Contract No: GUK/ENGG/AEE-A/KKRDB/GDQ/26-27/207 Dated: xx.08.2026**" (Hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We **Union Bank of India** [name of bank] of India (name of country), having our registered office at (hereinafter called "the Bank") **are bound unto** in the sum of **Rs.9,86,000/- (Rupees Nine Lakhs Eighty-Six Thousand Rupees Only)** for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _______day of __________20 _______

THE CONDITIONS of these obligations are:

1. If after Bid opening the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid;

   or

2. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity:
   a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
   b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders, or
   c) does not accept the correction of the Bid Price pursuant to Clause 27;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date **06/01/2027** after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Notwithstanding anything mentioned above,

Our liability against this guarantee is restricted to **Rs.9,86,000/- (Rupees Nine Lakhs Eighty-Six Thousand Rupees Only)** and unless a claim in writing is lodged with us within 3 months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharges.
IN WITNESS WHEREOF this guarantee has been duly executed on this ……… day of …… 20 ……
DATE____________________SIGNATURE OF THE BANK____________________
WITNESS___________________________________SEAL_______________________________________

[Signature, name and address]

_______________ _________ _________________ _____________________
_________________ _____________

Annexure-U

MSME Undertaking
(To be given on a Rs. 100/- Stamp Paper)

This Undertaking is made on this ---------------------------------day of-------------------------------, 2026, by:
M/s. [Name of Bidder], having its registered office at [address] (hereinafter referred to as the "Bidder", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives, and permitted assigns);

IN FAVOUR OF:

Broadcast Engineering Consultants India Limited (BECIL), a distinguished Mini Ratna Public Sector Enterprise, having its Corporate Office at BECIL Bhawan, C-56, A/17, Sector-62, Noida-201307 (UP) (hereinafter referred to as the "BECIL", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives, and permitted assigns).

WHEREAS:

1. The Principal Employer/ client, have awarded the work for execution of the project

2. BECIL through this EOI intends to onboard on agency/ agencies for the work .

3. As per the terms of the EOI, BECIL shall release payment to the selected Bidder/bidders only after receiving the payment from the Principal Employer/client.

NOW THEREFORE, the bidder hereby undertakes and agrees as follows:

1 The bidder acknowledges and confirms that the BECIL shall be liable to make payments only upon receipt of corresponding payments from the Principal Employer/client. Accordingly, the bidder shall not raise any claims, demands, interest, compensation, or initiate any legal proceedings against the BECIL for any delay in payment arising out of delayed release of funds by the Principal Employer/client.

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

3 This obligation shall survive the termination or expiry of the Contract signed with the successful bidder selected through this EOI process.

Signature & Stamp of Bidder

ANNEXURE-V

Bid Security Declaration Form (Applicable only for MSME)

To,

The General Manager,
Broadcast Engineering Consultants India Limited (BECIL) No: #162,
II Main, I Cross, AGS Layout,
RMV II Stage, Bangalore – 560094.

Subject: Bid Security Declaration form for "Selection of Design, Supply, replacement, installation and commissioning of SOLAR POWER GRID system with video analytics for the Green R&D Centre of Hindustan Petroleum Corporation Limited, Bengaluru".

Ref:RFP num:

Dear Sir,

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the MSE OEM/System Integrator/Service provider registered with MSME/NSIC/KVIC or such Central procuring agencies/Ministries registered with DPIIT are exempted from submission of Earnest Money Deposit. Accordingly, we M/s ....eligi ble
for exemption from EMD as per the Govt of India OM and Guidelines/Directives and relevant documents/certificates are attached. Accordingly, we hereby declare that:

We unconditionally accept the conditions of this Bid Security Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in BECIL for 2 years from the date of opening of this Bid if we breach our obligation(s) under the tender conditions if we:

1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the Bid validity; or
2) being notified within the bid validity of the acceptance of our bid by the Procuring Entity: refused to or failed to produce the original documents for scrutiny or the required Performance Security within 15 days from the date of issue of supply order/contract. Fail or refuse to sign/accept the contract.

We know that this bid-security Declaration shall expire if the contract is not awarded to us, upon:

1) receipt by us of your notification of cancellation of the entire tender process or rejection of all bids or of the name of the successful bidder or
2) forty-five days after the expiration of the bid validity or any extension to it.

Sincerely,

(Signature with date)
………………………. (Name
and designation)
Duly authorized to sign bid for and on behalf of……………………..
[name & address of Bidder and seal of company]
Dated on ………… day of .... [insert date of signing]
Place… ....[insert place of signing]

ANNEXURE-W

DECLARATION OF ACCEPTANCE AND INDEPENDENCE BY MEMBERS OF SETTLEMENT ADVISORY COMMITTEE

Ref: Conciliation between ....and .... arising out of contract/agreement (insert details) .... dated..............

I, the undersigned, do hereby agree to serve, as a member of the Settlement Advisory Committee in the referred case and hereby make the following declarations:

1. I am familiar with the requirements of the law, particularly the Arbitration and Conciliation Act,1996 and GUK Conciliation Rules, 2018.

2. I am available to serve as a Member of the Settlement Advisory Committee and I am independent of any of the Parties involved in the referred Conciliation proceeding and have no interest - business, financial or otherwise - in any part of the contract/Agreement under reference or subject of the Conciliation proceeding. I am not related to either of the two parties as a serving employee or consultant or Director or Legal Adviser or a substantial shareholder or being a close relative of the owner of either party or in any other manner which will affect my independence or impartiality.

3. I have not dealt earlier with the contract under reference or the subject matter of the Conciliation proceeding in any manner or capacity, which could compromise my ability, independence or impartiality to resolve the dispute(s).

4. In future I will not act as an arbitrator or as a representative or counsel of any Party in any arbitration or judicial or similar proceedings in respect of the dispute which has been referred and which is the subject matter of the Conciliation proceedings.

5. The fees and other facilities for conciliation, offered to and accepted by me will remain fixed and under no circumstances will there be any demand from me for any alteration or change or increase therein, under any nomenclature.

Date:

(Signature) Name: Address:

ANNEXURE-X

INSURANCE SURETY BOND TOWARDS PERFORMANCE OF THE OBLIGATIONS OF SUPPLIER/CONTRACTOR

(On non-judicial stamp Paper of appropriate value)

TO:
The General Manager,
Broadcast Engineering Consultants India Limited (BECIL) No: #162,
II Main, I Cross, AGS Layout,
RMV II Stage, Bangalore – 560094

IN CONSIDERATION OF THE BROADCAST ENGINEERING CONSULTANTS INDIA LIMITED (BECIL), a distinguished Mini Ratna Public Sector Enterprise, having its Corporate Office at BECIL Bhawan, C-56, A/17, Sector-62, Noida-201307 (UP) (hereinafter called "the Corporation/Creditor" which expression shall include its successors and assigns) having awarded to M/s............................ a partnership firm/sole proprietor business/a company registered under the Companies Act,1956 having its office at (hereinafter referred to as "the Supplier/Principal Debtor" which expression shall wherever the subject or context so permits includes its successors and assigns) a supply contract in terms inter alia, of "the Corporation's/Creditor's" order No......................dated and the General procurement conditions of "the Corporation/Creditor" and upon the condition of "the Supplier's/Principal Debtor's" furnishing security for the performance of "the Supplier's/Principal Debtor's" obligations and/or discharge of "the Supplier's/Principal Debtor's" liability under and/or in connection with the said supply contract up to a sum of Rs........... (Rupees) amounting to 10% (ten percent) of the total contract value.

We ....Surety having its office at................................(hereinafter referred to as "the Surety" which expression shall include its successors and assigns) hereby jointly and severally undertake and guarantee to pay to "the Corporation/Creditor" in rupees forthwith on demand in writing and without protest or demur of any and all moneys anywise payable by "the Supplier/Principal Debtor" to "the Corporation/Creditor" under, in respect of or in connection with the said supply contract inclusive of all "the Corporation's/Creditor's" losses and damage and costs, (inclusive between attorney and client) charges, and expenses and other moneys anywise payable in respect of the above as specified in any notice of demand made by "the Corporation/Creditor" to "the Surety" with reference to this Insurance Surety Bond up to and aggregate limit of Rs.................(Rupees..............) and "the Surety" hereby agrees with "the Corporation/Creditor" that:

1. This Insurance Surety Bond shall be a continuing and shall remain valid and irrevocable for all claims of "the Corporation/ Creditor" and liabilities of "the Supplier/Principal Debtor" arising up to and until midnight of.............................

2. This Insurance Surety Bond shall be in addition to any other guarantee or security whatsoever that "the Corporation/Creditor" may now or any time anywise have in relation to "the Supplier's/Principal Debtor's obligation/liabilities under and/or connection with the said supply contract, and "the Corporation/Creditor" shall have full authority to take recourse to or enforce this security in preference to the other security(ies) at its sole discretion and no failure on the part of "the Corporation/Creditor" to enforcing or requiring enforcement to any other security shall have the effect of releasing "the Surety" from its full liability hereunder.
3. "The Corporation/Creditor" shall be at liberty without reference to "the Surety" and without affecting

the full liability of "the Surety" hereunder to take any other security in respect of "the Supplier's/Principal Debtor's" obligation and/or liabilities under or in connection with the said supply contract and to vary the term vis-a-vis "the Supplier/Principal Debtor" of the said supply contract or to grant time and/or indulgence to "the Supplier/Principal Debtor" or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forebear from enforcement of all or any of the obligations of "the Supplier/Principal Debtor" under the said supply contract and/or the remedies of "the Corporation/Creditor" under any other security(ies) now or hereafter held by "the Corporation/Creditor" and no such dealing(s), variation(s) or other indulgence(s) or agreement(s) with "the Supplier/Principal Debtor" or release of forbearance whatsoever shall have the effect of releasing "the Surety" from its full liability to "the Corporation/Creditor" hereunder or of prejudicing rights of "the Corporation/Creditor" against "the Surety".

4. This Insurance Surety Bond shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of "the Supplier/Principal Debtor" but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to "the Corporation/Creditor" in terms hereof

5. "The Surety" hereby waives all rights at any time inconsistent with the terms of this Insurance Surety Bond and the obligations of "the Surety" in terms hereof shall not be anywise affected or suspended by reason of any dispute having been raised by "the Suppliers/Principal Debtors" (whether or not pending before any arbitrator, conciliator(s), officer, tribunal or court) or any denial of liability by "the Supplier/Principal Debtor" or any other order of communication whatsoever by "the Supplier/Principal Debtor" stopping or preventing or purporting to stop or prevent any payment by "the Surety" to "the Corporation/Creditor" in terms hereof.

6. The amount stated in any notice of demand addressed by "the Corporation/Creditor" to "the Surety" as liable to be paid to "the Corporation/Creditor" by "the Supplier/Principal Debtor" or as suffered or incurred by "the Corporation/Creditor" on account of any losses or damages or costs, charges/and/or expenses shall be as between "the Surety" and "the Corporation/Creditor" be conclusive of the amount so liable to be paid to "the Corporation/Creditor" or suffered or incurred by "the Corporation/Creditor", as the case may be, and payable by "the Surety" to "the Corporation/Creditor", in terms hereof.

7. Notwithstanding anything contained herein above:
   I. Our liability under this Insurance Surety Bond shall not exceed Rs ....
   II. This Insurance Surety Bond shall be valid up to and including ___________(date); and
   III. We are liable to pay the Insurance Surety Bond amount or any part thereof under this Insurance Surety Bond only and only if you serve upon us a written claim or demand on or before the expiry of 30 days from the date of expiry of this Insurance Surety Bond.

8. "The Surety" has power to issue this Insurance Surety in favour of "the Corporation/Creditor" in terms of the documents and/or the agreement/contract or MOU entered into between "the Supplier/Principal Debtor" and "the Surety" in this regard.

IN WITNESS WHEREOF the Surety has executed this document on this............................day of .... For ....Surety (by its constituted attorney)

(Signature of a person authorized to sign on behalf of "the Surety")

ANNEXURE-Y

COMPOSITE BANK GUARANTEE FOR, SECURITY DEPOSIT/ RETENTION MONEY/PERFORMANCE GUARANTEE

(On non-judicial stamp paper of appropriate Value)

To:

The General Manager,

Broadcast Engineering Consultants India Limited (BECIL) No: #162,

II Main, I Cross, AGS Layout,

RMV II Stage, Bangalore – 560094

IN CONSIDERATION OF THE BROADCAST ENGINEERING CONSULTANTS INDIA LIMITED (BECIL), a distinguished Mini Ratna Public Sector Enterprise, having its Corporate Office at BECIL Bhawan, C-56, A/17, Sector-62, Noida-201307 (UP) *hereinafter called "The Corporation" (which expression shall include its successors in business and assigns) having placed an order on M/s............................ a sole proprietor business/a company registered under the Companies Act its office at hereinafter called "the supplier" (which expression shall include its executors, administrators and assigns) vide order No...................... dated. (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Corporation") for the supply of goods to/execution of work/ providing services for "the Corporation" and "the Corporation" having agreed :*

a. not to insist upon immediate payment of Security deposit for the fulfilment and performance of the said order and agreed to accept a Bank Guarantee in lieu thereof;
b. not to deduct retention money from the bills of the supplier and accept a Bank Guarantee in lieu thereof;
c. that "the supplier" shall furnish a security for the performance of "the supplier's" obligations and/or discharge of "the supplier's" liability in connection with the said "order"; and "the Corporation" having agreed with "the supplier" to accept a composite Bank Guarantee for the security deposit, retention money and performance guarantee;

2. We, __________________Bank having its office at (hereinafter referred to as "the Bank" which expression shall
include its successors and assigns) at the request and on behalf of "the supplier", hereby unconditionally and irrevocably agree to pay to "the Corporation" without any demur, on first demand, an amount not exceeding r........... (Rupees............................only) against any loss or damage, costs, charges and expenses caused to or suffered by "the Corporation" by reason of non-performance and fulfilment or for any breach on the part of "the supplier" of any of the terms and conditions of the said "order".

3. We, ... Bank further agree that "the Corporation" shall be the Sole Judge as to whether the said "Supplier" has failed to perform or fulfill the said "order" in terms thereof or committed breach of any terms and conditions of "the order" and the extent of the loss, damage, cost, charges and expenses suffered or incurred or which would be suffered or incurred by "the Corporation" on account thereof and we waive in favour of

"the Corporation" all the rights and defenses to which, we as guarantors and/or "the Supplier" may be entitled to.

4. We,................................Bank further agree that the amount demanded by "the Corporation" as such shall be final and binding on "the Bank" as to "the Bank" 's liability to pay and the amount demanded and "the Bank" undertake to pay "the Corporation" the amount so demanded, on first demand and without any demur, notwithstanding any dispute raised by "the Supplier" or the pendency of any suit or other legal proceedings including arbitration or conciliation pending before any court, tribunal or arbitrator or conciliator(s) relating thereto, our liability under this guarantee being absolute and unconditional.

5. We, ... Bank further agree with "the Corporation" that "the Corporation" shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said "order" or to extend time of performance by "the Supplier" from time to time or to postpone for any time to time any of the powers exercisable by "the Corporation" against "the Supplier" and to forbear to enforce any of the terms and conditions relating to "the order" and we shall not be relieved from our liability by reason of any such variation or extension being granted to "the Supplier" or for any forbearance, act or omission on the part of "the Corporation" or any indulgence by "the Corporation" to "the Supplier" or by any such matter or things whatsoever, which, under the law relating to sureties, would, but for this provision, have the effect of relieving us.

6. However, it has been agreed between "the Supplier" and "the Corporation" that there shall be only one Composite Bank Guarantee for the security deposit and performance guarantee/Retention Money @ ____ % of the Contract Value, valid till the end of the defect liability period as per the terms of the P.O. No. ______________________________ dated_____________. This guarantee shall stand and remain valid towards the _% retention money/defects liability, fully valid in all respects unto a further period of 3 (three) months, as per the Purchase Order of "the Corporation".

7. Notwithstanding anything contained herein above:
   i. Our liability under this guarantee shall not exceed r ....
   ii. This Bank Guarantee shall be valid up to and including ______________________________ __ (date); and
   iii. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of 60 days from the date of expiry of this guarantee.
   iv. This Guarantee may be invoked in parts and our liability shall remain for the entire value/ balance value of the Guarantee till its expiry.

8. We, Bank further undertake not to revoke this guarantee during its currency except with the previous consent of "the Corporation" in writing.

9. We, ... Bank lastly agree that "the Bank's liability under this

guarantee shall not be affected by any change in the constitution of "the Supplier".

IN WITNESS WHEREOF the Bank has executed this document on this .... day of .... , 20_.

For...

Bank

(by its constituted attorney)
(Signature of a person authorized to sign on behalf of "the Bank”) *

ANNEXURE-Z

Site Visit and Inspection Certificate

This is to certify that Mr./MS: ………………………………………………………………… an employee of M/S ………………………………………………… visited the sites identified at for the project Works Title: **The Selection of Backend partner/SI for "SUPPLY AND INSTALLATION OF 1MW GROUND MOUNTING SOLAR POWER GRID AT GULBARGA UNIVERSITY KALABURAGI (GUK)"**.

RFP reference no:

The bidder has acquainted him/herself with the nature of the site's conditions, and exact location of the proposed works; the general conditions required for works execution; as per the BECIL requirements; availability of all requisite facilities to complete the work including civil, electrical, earthing ,ventilations, the physical conditions specific to the constructed sites; and means of communication and transport; sources of supply materials and all conditions and circumstances which might influence the execution of the works.

I further certify that I am satisfied with the description and understanding of GUK requirements, Project explanations and that I understand perfectly the works to be undertaken as specified and implied in the RFP.

Vendor:

Name_________________________________ Designation___________ Signature___
Contact No:
Email ID:
Date & Time of Visited at site: ______________________________ Stamp_____

GUK:

Name_________________________________ Designation___________ Signature___
Date__________________________________ Stamp
____