REQUEST FOR PROPOSAL

FOR

DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 5 KWp Off-Grid and 20 KWp On-Grid ROOF TOP SOLAR PV POWER PLANT AT BECIL BHAWAN SECTOR- 62 NOIDA INCLUDING COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR THE PERIOD OF FOUR YEARS FROM DATE OF EXPIRY OF DEFECT LIABILITY PERIOD)

RFP No: BECIL/ADMIN/RFP/SOLAR/2026-27, Dated: 10/11/2026

Issued By: Harmohan Sharma, Asst. General Manager

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

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DISCLAIMER

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

TABLE OF CONTENTS

S. No.	Description	Page No.
1.	Cover Page	1
2.	Disclaimer	2
3.	Table of Contents	3
4.	NIT	4-5
5.	Profile of the company	6
6.	Scope of work	7
7.	Technical Requirements for Material	8
8.	Instruction to bidder	9
9.	Eligibility Criteria	10-11
10.	Technical Evaluation Criteria	12
11.	General Terms and Conditions	13-28
12.	Service Level Agreement	29
13.	Covering Letter	30-31
14.	Bidder information Submission Form	32
15.	Annual Turnover& Net worth	33
16.	BOQ and tentative cost format	34-37
17.	Non- Blacklisting Declaration	38
18.	Land Border disclosure	39
19.	Declaration/Undertakings	40
20.	Mandate form	41
21.	Layout Plane/Drawing	42

NOTICE INVITING REQUEST FOR PROPOSAL

Broadcast Engineering Consultants India Limited

(A Government of India Enterprises–Under Ministry of Information and Broadcasting)

56-A/17, Block-C, Sector-62, Noida-201307, Uttar Pradesh

Tender Schedule

BECIL invites sealed Tenders/bids from eligible and experienced Solar EPC/System Integrator agencies for design, supply, installation, testing and commissioning of **5 KWp Off-Grid** and **20 KWp On-Grid** rooftop solar PV power plant at BECIL Bhawan sector- 62 Noida including comprehensive annual maintenance contract (CAMC) for the period of four years from date of expiry of defect liability period).

S. No.	ACTIVITY	SCHEDULED DATE & TIME
1.	**RFP Number**	**BECIL/ADMIN/RFP/SOLAR/2026-27**
2.	**Date of Issue of RFP**	10/11/2026
3.	**Last date and Time for Submission of bids**	18/11/2026 at 15:00 Hrs
4.	**Date & Time of Opening of Technical Bids)**	18/11/2026 at 15:30 Hrs
5.	**Date & Time of Opening of Financial Bids**	Intimation will be given to the Technically qualified bidders only.
6.	**Availability of Document**	https://www.becil.com; https://eprocure.gov.in/eprocure/app
7.	**Bid validity**	180 days from last date of submission
8.	**Estimated Cost**	**Rs 24,23,000/- Excluding GST**
9.	**RFP document Fee (Non-Refundable)**	**Rs17,700/- (inclusive of GST)** Form Fees (non- transferrable & non-refundable) payable through online e-Portal
10.	**E-Tender portal Fee (Non-Refundable)**	**Rs 3,540/-** E-tender Portal Fee (non-transferrable & non- refundable) payable through online e-Portal
11.	**EMD/ Bid Security**	**Rs 48,460/- (Rs Forty-eight thousand four hundred sixty only)**
12.	**Address for Communication of bids**	BECIL Bhawan, C-56 / A -17, Sector - 62, Noida – 201307.
13.	**Contact details for this RFP**	**Harmohan Sharma, (AGM)** Tele- 0120-4177201, Email- harmohan@becil.com
14.	**NOTE- Exemption for Document fee, E-tender Portal Fee and Earnest Money Deposit (EMD)/Tender Security**	As per Rule 170 of the General Financial Rules (GFR) 2017, **Micro and Small Enterprises (MSEs)** and firms registered with the concerned ministries/departments may be exempted from the Payment of document fees, e-tender portal fees, Money Deposit (EMD)/Tender Security. Bidders are required to submit a valid certificate (valid as on date) to avail of this exemption. Tenders/bids received without valid certificates in similar category in Cases where an exemption is sought will be

		rejected.
15.	**Performance Security Deposit / Performance Guarantee**	The successful bidder will have to deposit a Performance Security Deposit / Performance Guarantee for due and proper fulfillment of the contract in the form of online or Account Payee Demand Draft (DD) or Bank Guarantee (BG) drawn in favour of "**Broadcast Engineering Consultants India Limited**." Payable at **Delhi/ Noida**, of 5% of the value of price bid within 15 days from the date of receipt of the formal copy of Empanelment/LOI failing which the empanelment of the respective Contractor can be cancelled with immediate effect EMD will be forfeited. EMD of successful bidder shall be discharged after receipt and acceptance of the Performance Guarantee towards full Security Deposit. The PG must be valid for 60 days beyond the date of contract period.

Important Instruction for bidders: –

The system should be designed as per below details:

a) **5 kW off-grid solar system**
b) **20 kW on-grid solar system**

Note: ***Must submit the tenders/bids in two envelopes one containing EMD/ Bid Security / RFP document Fee/ E-Tender portal Fee and technical documents the cover will be clearly superscripted "Technical Bid". The second envelope containing tender document shall be super scribed "Commercial Bid", these two covers shall be put into another sealed envelope and superscripted "name of the work, Response for RFP No. date of opening and name & address of the agency".***

Harmohan Sharma, AGM
Broadcast Engineering Consultants India Limited (BECIL)
C – 56, A/17, Sector – 62, Noida – 201307 (Uttar Pradesh)
Email : harmohan@becil.com

Section-1: Profile of the Company

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

The Company was initially set up for providing project consultancy services and turnkey solutions encompassing the entire gamut of radio and television broadcast engineering, establishment of transmission facilities, content production facilities, terrestrial, satellite and cable broadcasting in India and abroad. The company has now diversified into the fields of Strategic Projects such as Information Communication, Technology, Electronic Surveillance (namely CCTV, Access Control, Intrusion, Fire Safety, Hydrants, etc.). Electronic Media contents including films, Sentinel Analytics, Counter Drones/UAV etc. The activities include, but are not limited to Supply, Installation, Testing & Commissioning, Consultancy Services, Technical Audit, Media Analysis, R&D, projects pertaining to Digital India, City Surveillance, Safe City. Smart City, Make in India, Manufacturing, Audio Video & Data Analysis, Cyber Security, Engineering, Procurement & Construction, Project Management Services, Operation and Maintenance, Manpower Placement, AMC and providing total turnkey project for critical information infrastructure.

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

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

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

BECIL is a professional platform which caters to all aspects of a wide spectrum of projects, from concept to completion and from regulatory to realization. BECIL's services are reliable and transparent. Adding to this, BECIL is proud to be an able interface to the Government. We believe in providing perfect professional solutions.

Section-2: Purpose of RFP/Scope of work

2.1 Scope of Work: Design, Supply, Installation, Testing, Commissioning and Operation & Maintenance (O&M) of 25 kWp (5 kWp Off-Grid Solar PV System with battery backup and a 20 kWp On-Grid) Solar PV Systems at BECIL Bhawan, Sector-62, Noida, UP**.**

i. The scope of work includes the complete design, supply, installation, testing and commissioning of a **25 kWp Solar PV System**, comprising a **5 kWp Off-Grid Solar PV System with battery backup** and a **20 kWp On-Grid Solar PV System**.

ii. The work shall include system design, solar PV modules, mounting structures, inverters, battery bank, AC/DC distribution panels, cables, protection devices, earthing, lightning protection and all necessary civil and electrical works, including integration with the designated loads and existing electrical infrastructure, wherever applicable.

iii. The selected agency shall obtain necessary statutory and DISCOM approvals, wherever applicable, and ensure compliance with relevant MNRE guidelines, BIS standards, CEA regulations and other applicable requirements. The agency shall conduct all necessary testing and commissioning and submit as-built drawings, technical datasheets, test reports, warranty certificates and operation and maintenance manuals.

iv. The scope shall also include **comprehensive Operation and Maintenance (O&M)** of both systems for the period of 4 years, covering regular inspection, solar module cleaning, preventive and corrective maintenance, performance monitoring, fault rectification, maintenance records and periodic reporting to BECIL. All maintenance shall be carried out by qualified personnel in accordance with applicable safety standards and manufacturers' recommendations.

v. The agency shall provide all materials, labour, transportation, tools, equipment, spares and incidental services included in the approved scope necessary for satisfactory completion and operation of the systems. The work shall be executed in accordance with the tender specifications and contract conditions, to the satisfaction of BECIL.

Total Solar PV Capacity: 5 kWp Off-Grid + 20 kWp On-Grid = 25 kWp

SECTION-3: MINIMUM TECHNICAL REQUIREMENTS FOR MATERIAL:

The minimum engineering requirements are provided below. The bidder must strictly adhere to these specifications, comply with the applicable standards, and obtain approval from BECIL.

System/Item	Minimum Requirement
PV Modules	High-efficiency modules suitable for Indian climatic conditions; relevant BIS/IEC certifications as applicable
Inverter	Grid-compatible inverter(s) with required protection, monitoring and communication features
Mounting Structure	Corrosion-resistant, mechanically adequate and suitable for site/roof conditions
DC Protection	Appropriate string/array protection, DC isolators and Type-II or as required SPD
AC Protection	Suitable MCCB/isolator/ACDB and protection coordination
Earthing	Dedicated/augmented earthing as required for equipment, structure and electrical system
Lightning Protection	Assessment and provision wherever required by design/risk assessment
Cables	UV-resistant, solar-grade DC cables and suitable AC power cables of calculated rating
Monitoring	Plant monitoring/data logging arrangement with suitable interface
Safety	Electrical, fire, work-at-height and installation safety provisions
Standards	Applicable Indian regulations, BIS/IEC standards and DISCOM/grid requirements, wherever applicable

SECTION-4 INSTRUCTION TO BIDDERS:

4.1 Availability of RFP Document

This RFP document is available on BECIL's website www.becil.com and CPPP portal https://eprocure.gov.in/eprocure/app to enable the Bidders to view and download, and to submit offline bids up to the last date and time mentioned in **Notice inviting REQUEST FOR PROPOSAL**.

4.2 Debarment

The Bidder should not be debarred / blacklisted for fraudulent/corrupt practices or for any other reason by any Government entity in India in any Sector as on the date of Bidding.

4.3 Bid Composition

4.3.1 The Tender/ Bid shall contain: (a) Tender/bid documents

4.3.2 Language

The Bid and all correspondence/documents relating to the Bid shall preferably be in English. Supporting literature may be in English or Hindi. Documents in any other language shall be accompanied by an authenticated English translation.

4.3.3 Signing

All submitted documents shall be signed and stamped by the authorized signatory. Drawings and documents shall be duly authenticated by the responsible technical professional/authorized representative of the Bidder.

4.3.4 Bid Validity

The Bid shall remain valid for 180 days from the last date of submission, unless otherwise specified by BECIL. BECIL reserve the right to seek the extension of bid validity.

4.3.5 Cost of Bid Preparation

All costs for Tender/bid preparation/Submission shall be borne by the Bidder. No such cost shall be reimbursed by BECIL.

4.3.6 The bidder shall submit the bid documents as per below:-

Note: Must submit the tenders/bids in two envelopes one containing EMD/ Bid Security / RFP document Fee/ E-Tender portal Fee and technical documents the cover will be clearly superscripted "Technical Bid".

The second envelope containing tender document shall be super scribed "Commercial Bid", these two covers shall be put into another sealed envelope and superscripted "name of the work, Response for RFP No. date of opening and name & address of the agency".

SECTION-5: ELIGIBILITY CRITERIA

The following eligibility criteria are proposed for participation.

S.No.	Eligibility Criterion	Documentary Evidence
1.	Legal entity registered in India	Certificate of Incorporation/Registration/Partnership/Proprietorship document
2.	GST Registration	Valid GST Certificate
3.	PAN	PAN copy
4.	**Average Annual Turnover:** To verify the turnover criterion, the bidder must submit financial documents for the last three financial years (FY 2023-24, 2024-25, and 2025-26). These must include annual reports, income tax returns, and their corresponding acknowledgements.	The bidder must submit financial documents for the last three financial years (FY 2023-24, 2024-25, and 2025-26). These must include annual reports, income tax returns, and their corresponding acknowledgements.
5.	**Work Experience / Similar Work Experience:** Bidders must submit documentary evidence supporting their work experience in the government, PSU, autonomous body, or private sectors, as well as the number of rooftop solar projects successfully completed during the last three financial years (2023-24, 2024-25, and 2025-26). This evidence must include copies of work orders, agreements, or 'Letters of Intent' (LOI), along with 'completion certificates' issued by the respective clients. These documents must be submitted along with the bid to facilitate the verification of the provided details.	Bidders must submit documentary evidence supporting their work experience in the government, PSU, autonomous body, or private sectors, as well as the number of rooftop solar projects successfully completed during the last three financial years (2023-24, 2024-25, and 2025-26). This evidence must include copies of work orders, agreements, or 'Letters of Intent' (LOI), along with 'completion certificates' issued by the respective clients. These documents must be submitted along with the bid to facilitate the verification of the provided details.
6.	ISO Certifications	Valid ISO Certificate

7.	Authorized Channel Partner/System Integrator	Valid Authorization Letter/Certificate issued by the respective OEM/Manufacturer of the offered Solar PV Module and Inverter, clearly mentioning the Bidder's name, authorization status and validity. In case of System Integrator, valid OEM/System Integrator Certificate or equivalent authorization document shall be submitted.
8.	Non-Blacklisting	Undertaking on bidder letterhead
9.	MSE/Startup Status for availing applicable relaxation	Valid MSE/Startup Certificate
10.	**Availability of Local Service Support**	Service Engineer available within NCR
11.	**Authorized Channel Partner / System Integrator of the Offered Solar PV Module and Inverter**	Authorized Partner/ System Integrator certificate
12.	Site Visit Certificate	Duly signed Site visit Certificate issued by BECIL.

BECIL may verify any submitted credential independently. False, misleading or unverifiable information may result in rejection/disqualification

SECTION-6: TECHNICAL EVALUATION CRITERIA

Only substantially responsive and eligible Bids shall be evaluated. The proposed marking scheme is as follows:

S.No.	Criteria	Max. Marks
1.	**Average Annual Turnover (In relevant Field) in last three FY (2023-24, 24-25, 25-26) (Relaxation of 50% in Average Turnover for MSEs & Startup)**	15
	Average Annual Turnover **15 Lakhs** (For MSEs & Startup-**7.50 Lakhs**)	5
	Average Annual Turnover **25 Lakhs** (For MSEs & Startup-**12.50 Lakhs**) Average Annual Turnover **40 Lakhs** (For MSEs & Startup-**20 Lakhs**)	10 15
2.	**Experience of having similar successfully completed work in last three FY (2023-24, 24-25, 25-26) (Relaxation of 50% in order value for MSEs & Startup)**	20
	1 Work Order value ≥ **40 Lakhs**(For MSEs & Startup-**20 Lakhs**) 2 Work Order value .≥ **25 Lakhs**(For MSEs & Startup-**12.50 Lakhs**) 3 Work Order value. ≥ **20 Lakhs**(For MSEs & Startup-**10 Lakhs**)	20 15 10
3.	**Year of Experience Design, Supply, Installation, Testing & Commissioning of Rooftop Solar PV Systems (Relaxation of 1 Year for MSEs & Startup)**	20
	3-5 Years (For MSEs & Startup- 2-4 Years) >5-7 Years (For MSEs & Startup- >4-6 Years) >7-10 Years (For MSEs & Startup- >6-9 Years)	10 15 20
4.	**ISO Certificates**	6
	• ISO 9001 : 2015 & ISO 14001: 2015 • ISO 45001 :2018 & ISO 50001 : 2018	3 3
5.	**Availability of Local Service Support**	9
	Service Engineer available within NCR	9
6.	**Authorized Channel Partner / System Integrator of the Offered Solar PV Module and Inverter**	15
	a)Authorized Partner/ System Integrator b) Not Authorized	15 0
7.	**Number of Successfully Completed Rooftop Solar PV Projects for Govt./PSU/Autonomous Bodies/Private**	15
	1 – 3 Projects >3 – 5 Projects >5 Projects	5 10 15
	Total Marks	**100**

NOTE: - 1. The minimum qualifying score may be fixed at **70** marks. BECIL may seek written clarification on non-material omissions/ambiguities. Clarification shall not normally be permitted to materially alter the substance of the Bid.

SECTION-7: SELECTION OF BIDDER

7.1 The bids shall be evaluated in **two stages**, as detailed below:

- **Technical Evaluation:** The eligibility documents and other supporting documents submitted by the bidders shall first be scrutinized to verify compliance with the prescribed eligibility criteria mentioned in section- 5. Only those bidders who fulfill the eligibility criteria and are found satisfactory shall qualify for technical evaluation. Bidders securing a minimum of **70 marks out of 100** in the technical evaluation shall be declared technically qualified.
- **Financial Evaluation:** The financial bids of only those bidders who qualify the technical evaluation by securing at least 70 marks out of 100 shall be opened. Financial bids of technically disqualified bidders shall not be considered.

7.2 The bidder quoting the lowest evaluated financial bid shall be declared as **L1 (Lowest Bidder)**. In the event if two or more bidders quote the same lowest financial rate, the bidder having the **higher annual turnover** shall be given preference and declared as L1. The annual turnover shall be determined on the basis of the financial documents submitted by the respective bidders.

SECTION-8: OPENING & EVALUATION OF BIDS

BECIL shall constitute an Evaluation Committee for scrutiny and evaluation of the submitted proposals. Evaluation may be carried out in the following stages:
Stage-1: Technical evaluation and marking.
Stage 2:- Financial evaluation

Section-9: General Terms & Conditions

9.1 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.INTELLECTUAL PROPERTY RIGHTS

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

9.3 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.

9.4 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.

9.4.1 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.

9.4.2 **LAND AND BORDER PROVISION**

The Undertaking at **Annexure-6** 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.

9.5 **INDEMNITY**

9.5.1 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:

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

9.5.1.2 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.

9.5.2 That BECIL shall have no liability whatsoever for any injury/death to the Bidder or its staff or personnel employed by the bidder caused or suffered during the performance of it's obligations hereunder.

10. 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.

11. CONFLICT OF INTEREST

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

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

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

c) Has the same legal representative/ agent as another Bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorized distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or

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

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

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

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

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

12. UNDUE INFLUENCE

12.1 The Agency/Bidder undertakes that it has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the BECIL or otherwise in procuring the Contracts or forbearing to do or

for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India.

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

13. UNLAWFUL/UNETHICAL PRACTICES

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

13.2 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.

13.3 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.

16. PENALTY FOR BREACH OF INTEGRITY, UNLAWFUL/UNETHICAL PRACTICES, AND UNDUE INFLUENCE

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

14.2 Cancellation/ termination of the Contract with the liberty to recover the accrued losses/damages from the Bidder (including imposition of penal damages) from the amounts due/payable to the vendor from any of the contracts being executed by the bidder/vendor.

14.3 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.

15. 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.

16. RISK AND COST CLAUSE

16.1 In case of persistent breach/default of the terms and conditions of the Contract and due to abnormal delay (beyond the maximum late delivery in the Liquidated damages clause) in supplies, defective supplies or non-fulfilment of any of the terms and conditions of the RFP and the Work Order, BECIL may cancel the contract/Work Order in full or part thereof, and will procure supplies/equipment's or ensure the execution of work or any pending service in case of service contract from other willing vendor at the risk and cost of the Bidder.

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

a. 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.
b. Withdrawal from or abandonment of the work by Bidder before completion of the work as per contract.
c. 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.
d. Termination of Contract on account of any other reason (s) attributable to Agency/ Bidder
e. Assignment, transfer, subletting of Contract by the Agency/Bidder without BECIL's written permission resulting in termination of Contract or part thereof by BECIL

17. PENALTIES

17.1 In the event of any penalties, deductions, disincentives, or charges levied by the Client due to poor or substandard quality of work, non-compliance with service standards, or any deficiencies related to the assigned scope of work, the same shall be recovered from the Bidder.

17.2 The Bidder shall bear the full financial responsibility for such penalties or deductions imposed on BECIL by the Client and will not be entitled to claim any reimbursement or adjustment for the same.

18. CONFIDENTIALITY

18.1 The Bidder recognizes, accepts and agrees that disclosure of Confidential information to the Staff shall be only on a need-to-know basis and only those staff who are involved in rendering the services and need to have access would alone be informed of Confidential information.

18.2 The Bidder recognizes, accepts and agrees that all tangible and intangible information obtained or disclosed to the Bidder's and/or its staff, including all details, documents, data, business/ customer information and the BECIL 's practices and trade secrets (all of which are hereinafter collectively referred to as "confidential information") which may be communicated to the Bidder's and/or its facility staff may be privy under or pursuant to this Contract and/or in the course of performance of the Bidder 's obligations under this Contract shall be treated, as absolutely confidential and the Bidder irrevocably agrees and undertakes and ensures that all its facility staff shall keep the same as

secret and confidential and shall not disclose the same at all in whole or part to any Person or persons (including legal entities) an any time or use nor shall allow information to be used for any purpose other than that as may be necessary for the due performance of the Bidder's obligations hereunder except when required to disclose under the due process and authority of law.

19. RIGHT TO INSPECTION

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

19.2 That BECIL shall have the right to review and monitor the performance of the Bidders on a continuous basis. The 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.

20. TERMINATIONS

20.1 Termination of Contract by BECIL due to unsatisfactory performance

20.1.1 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:

20.1.2 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.

20.2 Termination due to Breach

20.2.1 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.

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

20.2.2.1 If the Bidder has abandoned or repudiated the Contract;

20.2.2.2 If the Bidder has without valid reason failed to commence work on the project promptly;

20.2.2.3 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;

20.2.2.4 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;

20.2.2.5 If the Bidder has obtained the contract as a result of undue of influence or adopted unethical means/ corrupt practices.

20.2.2.6 if the information submitted/furnished by the Bidder is found to be incorrect;

20.3 Termination due to Insolvency

20.3.1 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 :-

20.3.2 To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by a fifteen day notice in writing to the Agency/Bidder or to give the Receiver or liquidator or other person, the option of carrying out the contract subject to its providing a guarantee upto an amount to be agreed upon by BECIL for due and faithful performance of the contract.

20.4 Termination for Convenience

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

21. POST TERMINATION RESPONSIBILITY

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

21.2 That any pending bills raised by the Bidder, prior to or post the termination of the Contract on account of the breach of the terms and conditions of the contract, shall be put on hold, till the time

, the corresponding payment is received from the Client and any amount deducted by the Client against the bills raised by BECIL shall be consequently deducted from the bills raised by the Bidder respectively.

21.3 The Bidder shall forthwith stop any of its work then in progress, except such work as BECIL may, in writing, require to be executed at the designated site/premises.

21.4 That in the event of termination under clause 17.1 and 17.2 the whole or part of the security deposit 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.

22. 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:

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

23. 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.

24. AMENDMENT

Unless otherwise stated expressly, the Contract/MoU signed with the empanelled vendor(s)

shall be modified only by an instrument in writing duly executed by both the parties.

25. PERFORMANCE SECURITY DEPOSIT

The successful bidder shall have to deposit a Performance Security to be furnished @5% of LOA Amount, or value of price bid (for Two years contract period) within 15 days from the date of receipt of the formal copy of LOA. The Performance Bank Guaranty (PBG) is valid for warranty period, plus 3 months. In case BG is found to be forged, bid will be rejected and BECIL can take suitable action as per law.

26. PAYMENT TERMS:

26.1 The payment for the Design, Supply, Installation, Testing and Commissioning of **5 kWp Off-Grid** and **20 kWp On-Grid** Rooftop Solar PV Power Plants at BECIL Bhawan, Sector-62, Noida, shall be made on a milestone basis, subject to successful completion and acceptance of the respective stages of work by BECIL, as per the scope of work, technical specifications and terms and conditions of the Contract.

26.2 The payment shall be released as follows:

a) 60% of the Contract Value

"Upon successful delivery, supply of all major equipment and materials at the project site and submission of Performance Bank Guarantee(PBG), subject to physical verification and acceptance by the Manager (Admin), BECIL. Payment shall be released against submission of a valid tax invoice".

b) 20% of the Contract Value

Upon successful completion of installation of the 5 kWp Off-Grid and 20 kWp On-Grid Rooftop Solar PV Power Plants, including submission of all relevant installation reports and other required documents (if any), to the satisfaction of BECIL. Payment shall be released against submission of a valid tax invoice.

c) 10% of the Contract Value:

Upon successful completion of testing, commissioning and performance verification of both solar PV plants, along with submission of as-built drawings, Operation and Maintenance (O&M) manuals, warranty certificates and all other required project documents, and issuance of a satisfactory completion/acceptance certificate by BECIL. Payment shall be released against submission of a valid tax invoice.

d) 10% of the Contract Value:

Towards Comprehensive Annual Maintenance Contract (CAMC) for a period of 4 year, will be paid on quarterly basis, subject to satisfactory performance and maintenance of both solar PV plants and certification by the Manager (Admin), BECIL. Payment for each completed AMC year shall be released against submission of a valid tax invoice and the requisite service/performance reports, duly verified and accepted by BECIL.

26.3 It shall be mandatory that the services and works performed by the successful bidder are found satisfactory by the Officer-in-Charge, BECIL, before processing and release of any payment. BECIL reserves the right to withhold payment in case of any deficiency, incomplete work, non-compliance with contractual obligations or unsatisfactory performance.

26.4 All payments shall be released after deduction of applicable taxes, TDS and other statutory deductions, as applicable under the prevailing Government of India rules and regulations.

26.5 The successful bidder shall submit all required supporting documents, including tax invoices, delivery challans, inspection reports, commissioning certificates, performance reports and other relevant documents, as applicable, for processing of payments.

26.6 No advance payment shall be made by BECIL unless specifically provided for in the tender document or approved by the competent authority.

26.7 Any payment made by BECIL shall not absolve the successful bidder of its responsibility to rectify defects, deficiencies or non-compliance observed during the Defect Liability Period or the CAMC period, as applicable. All payments shall be subject to the terms and conditions of the Contract.

27. ARBITRATION

27.1 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, one each nominated by each party i.e. the Bidder and BECIL respectively shall try to amicably resolve/settle the dispute.

27.2 Reference of Dispute to Arbitration proceeding post conciliation

27.2.1 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.

27.2.2 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.

27.2.3 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,

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

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

27.2.6 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.

27.2.7 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.

27.2.8 That any claim of damage(s) or losse(s) incurred by BECIL as a consequence of the invocation of the litigation/arbitration proceeding owing to the suspension or abandonment of work by the Bidder/Agency shall be reimbursed by the Bidder/Agency

27.2.9 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.

28. 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.

29. 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 nay 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, both 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.

30. 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.

31. 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.

32. TRANSFER AND SUB-LETTING

Transfer and sub-letting is not allowed.

33. 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.

34. NON-EXCLUSIVE

It is agreed and certified that this Contract is on a non-exclusive basis and the parties are at liberty to enter into similar Contracts with others (Provided however, the system integrator shall ensure that it is entering into Contract, with other parties shall not in any way conflict with or affect the BECIL interests, rights, remedies under this Contract or in law).

35. PERSONNEL

a. The personnel assigned by the Bidder to perform the Services shall be the employees of the Bidder, and under no circumstances shall such personnel be considered employees of BECIL or its nominated agencies. The Bidder shall be responsible for the supervision and control of its personnel and for payment obligations of such personnel's compensation, including salary, withholding of income taxes and social security taxes, workers compensation, employee and Disability benefits and the like and shall be responsible and accountable for all obligations of an employer according to applicable laws, rules and regulations.

b. The Bidder shall use its best efforts to ensure that sufficient personnel are assigned to perform the Services and those personnel have appropriate qualifications, skills and experience to perform the Services. If BECIL requests that any personnel employed by the Bidder be replaced, the substitution of such personnel shall be accomplished as per the terms of this RFP and subsequent Contract/ WO.

c. The selected Bidder shall be responsible for the performance of all its obligations under the Contract and shall be liable for compliance with all relevant labor acts and statutory legislations.

36. 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.

37. 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.

38. 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.

39. LIQUIDATED DAMAGES

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:

a) 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, 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)

b) 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.

c) 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) from any of the contracts being executed with BECIL.

d) 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.

40. POWER OF ATTORNEY

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

41. <u>Bid Security:</u>

The bidders shall furnish, as part of the technical bid, an Earnest Money/Bid Security of the amount as specified in the documents.

Any bid not accompanied by an acceptable Earnest Money/ Bid Security shall be rejected by the Employer as non-responsive.

The Earnest Money of successful bidders will be returned within 90

days. The bids shall be valid for **180 days** from the date of opening.

Section-9: SLA (Service Level Agreement)

The successful bidder shall enter into a Service Level Agreement (SLA) with BECIL for Operation & Maintenance (O&M) of the **5 KWp Off-Grid** and **20 KWp On-Grid** installed at BECIL Bhawan, Sector-62, Noida, including comprehensive maintenance services for a period of **four (4) years** after expiry of the Defect Liability Period of one year.

Purpose

The purpose of this Service Level Agreement (SLA) is to define the scope, responsibilities, service standards, response time, and performance obligations of the Service Provider for ensuring efficient, reliable, and uninterrupted operation of the Solar PV Plant.

The Service Provider shall be responsible for providing comprehensive operation and maintenance support including preventive maintenance, corrective maintenance, monitoring, fault rectification, and replacement of defective components during the contract period.

The Service Provider shall:

a) Ensure proper functioning and optimum performance of the Solar PV Plant during the contract period.

b) Carry out regular preventive maintenance of:

- Solar PV Modules
- Inverters
- Batteries
- Meters
- ACDB/DCDB Panels
- Cables and Connectors
- Earthing System
- Protection Devices
- Monitoring System
- Mounting Structures

c) Monitor plant performance and generation data through the monitoring system.

d) Maintain proper records of:

- Preventive maintenance activities
- Breakdown reports
- Generation reports
- Replacement of components
- Inspection reports

Annexure-1

Covering Letter

[To be submitted on the letter-head of the bidder]

RFP No. BECIL/ADMIN/RFP/SOLAR/2026-27

To
Harmohan Sharma
Broadcast Engineering Consultants India Limited
C – 56, A/17, Sector – 62,
Noida – 201301 (Uttar Pradesh)

Dear Sir,
We, **(name of the company/firm)**, have examined the RFP Document, the receipt of which is hereby duly acknowledged. We hereby express our interest and submit our proposal for undertaking the activities/services as required and outlined in the RFP Document issued vide RFP No. **BECIL/_____**dated **DD/MM/YYYY**.

2. Primary & Secondary contact for our company/firm is as follows:

Details	Primary Contact	Secondary Contact
Name		
Address		
Phone		
Mobile		
E-mail		

3. We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to Bid Inviting Authority is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

4. We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short listing process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

5. We agree for unconditional acceptance of all the terms and conditions set out in the Bid document and also agree to abide by this Bid response for a period of 180 days from the date of bid submission. We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee bond as prescribed in this Bid.

6. We agree that you are not bound to accept any Bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the services specified in the RFP response.

7. It is hereby confirmed that I/We are entitled to act on behalf of our Company /Firm/Organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours Sincerely,

(Signature of the Authorized Signatory)
Name of the Authorized Signatory:
Designation:
Date:
Seal:

Annexure-2

BIDDER INFORMATION FORM

PARTICULAR	BIDDER's RESPONSE
Name of Firm/Company	
Registered Address	
Contact Person	
Mobile/Telephone	
Email	
Website	
GST No.	
PAN	
Legal Status	
Year of Establishment	
Authorized Signatory	
Designation	

Annexure- 3

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 Bhawan, C-56, A/17, Sector-62, Noida-201307

Full Name of Bidder

(Supplier) entity: Full

Address of Bidder

(Supplier) entity:

S. No.	Financial Year	Total Turnover of Bidder	Net Worth	Remarks
1	2023-24			
2	2024-25			
3	2025-26			
	Average			

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

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:

Name & Signature issuing authority with seal

Annexure- 4

Annexure -4(a)

BOQ /Price Bid for 5 KW Off-Grid Solar System

S. No.	Item Name/Category	Item Description	Make	Unit	Qty.	Amount	Remark
Module							
1	Solar Panels	585 Wp	Vikram/okaya/Reputed	Nos.	9		
2	MC4 Connectors	Connector MC4 M & F	Nickboo/Reputed	Pair	8		
Inverter							
6	Inverter	5 kW, Single Phase,Offgrid inverter	Fujiyama/utl/Reputed	Nos.	1		
7	Inverter Canopy	51.2 v 100 ah battery	Fujiyama/ utl/Reputed	Nos.	1		
Structure							
8	Structure	Al rail	Reputed/ Equivalent	KG	10200		
10	GI Fastner	Anchor Fastener GI M10*100 With 1Nut & 1PW	Reputed/ Equivalent	Nos.	32		
Junction Box							
13	ACDB	1 IN 1 OUT, 4P 32A MCB, Type- 2 4P SPD	Hevells/ Elmex/ L &T/Reputed	Nos.	1		
14	DCDB	2 IN 2 OUT, 1000V SPD with 25A F	Hevells/ Elmex/ L &T//Reputed	Nos.	1		
AC/ DC Cable							
17	DC Cable	Cable DC Cu 1C*4 Sqmm	Polycab/ KEI/Reputed	Mtr.	80		
18	AC Cable-1	Cable AC Cu Fl 4C*6 Sqmm	Polycab/ KEI/Reputed	Mtr.	5		
19	AC Cable-2	Cable AC Al Ar 3.5C*10 Sqmm	Polycab/ KEI/Reputed	Mtr.	100		
20	Saddle for AC Cable	GI Saddle 35mm	Reputed/ Equivalent	Nos.	100		
Lugs							
21	DC Lugs	Cu 4MM Pin Type	Reputed/ Equivalent	Nos.	6		
22	AC Lugs	Cu 6MM Ring Type	Reputed/ Equivalent	Nos.	4		
Earthing Material							
25	Earthing	Earthing Rod (Dia - 16.0mm, 2 Mtr. Long)	Truepower/Reputed	Set	3		
26	Earthing	Earthing Chemical Bag (25 Kg)	Truepower/Reputed	Nos.	2		
27	Earthing	Earthing Pit Cover	Reputed/ Equivalent	Nos.	3		
31	Earthing Cable	Earthing Strips GI Flat 25x3mm	Polycab/ KEI/Reputed	Mtr.	150		
32	Earthing Cable	Insulator 25x3mm	Polycab/ KEI/Reputed	Mtr.	150		
Lightining Arrestor							
34	LA	Conventional Type- 1 Mtr	Truepower	Nos.	1		
Accessories							
37	Accessories	PVC Cable Tray- 25X45 Size	Reputed/ Equivalent	Mtr.	1		
38	Accessories	PVC Flexible Pipe - 25 mm -Black Nylon	Reputed/ Equivalent	Mtrs	5		
39	Accessories	PVC Conduit pipe 25mm	Reputed/ Equivalent	Bundl	3		
40	Accessories	ELBOW PVC 25mm	Reputed/ Equivalent	Nos.	16		
41	Accessories	Junction Box PVC 25MM 3Way	Reputed/ Equivalent	Nos.	3		
43	Accessories	GI Saddle 25mm	Reputed/ Equivalent	Nos.	100		
44	Accessories	PVC Gitti 2"	Reputed/ Equivalent	Nos.	50		
45	Accessories	Screw 30mm Long for Gitti	Reputed/ Equivalent	Nos.	50		
46	Accessories	Numbering ferrules of Letter and Numbers	Reputed/ Equivalent	Set	1		
47	Accessories	Cable Tie 300mm	Reputed/ Equivalent	Pkt.	1		

48	Accessories	Danger Plate	Reputed/ Equivalent	Nos.	1		
49	Accessories	Tape self adhesive PVC Insulation Color RED	Reputed/ Equivalent	Set.	1		
50	Accessories	Tape self adhesive PVC Insulation Color GREEN	Reputed/ Equivalent	Set.	1		
51	Accessories	Tape self adhesive PVC Insulation Color BLACK	Reputed/ Equivalent	Set.	1		
52	Accessories	Tape self adhesive PVC Insulation Color BLUE	Reputed/ Equivalent	Set.	1		
53	Accessories	Tape self adhesive PVC Insulation Color YELLOW	Reputed/ Equivalent	Set.	1		
54	Accessories	Fire Extinguisher 2.5 kg	Reputed/ Equivalent	Nos.	1		
Total before GST							
GST as applicable							
Total after GST							

NOTE 1: If any other work is required, is to be carried out as per instructions of BECIL representative & prior approval should be taken by the contractor/agency.

NOTE 2: All supplied equipment/materials and services shall carry a minimum **guarantee of one (1) year** from the date of successful commissioning/acceptance of the solar PV plants.

NOTE 3: Comprehensive Annual Maintenance Contract (CAMC) shall be provided for four (4) years after completion of the initial one (1) year guarantee period. The CAMC shall cover both solar PV plants, including preventive and corrective maintenance, at no additional cost beyond the quoted Contract Value.

Annexure 4(b)

BOQ /Price Bid for 20 KW On Grid Solar System

S. No.	Item Name/Category	Item Description	Make	Unit	Qty.	Amount	Remark
Module							
1	Solar Panels	600 Wp	Vikram/Okaya/ Reputed	Nos.	34		
2	MC4 Connectors	Connector MC4 M & F	Nickboo/ Reputed	Pair	25		
Inverter							
6	Inverter	20 kW, Three Phase, GTI	OKAYA/ Reputed	Nos.	1		
Structure							
8	Structure	TIN Al Rail	Reputed/ Equivalent	w	20,000		
Junction Box							
13	ACDB	1 IN 1 OUT, 4P 63A MCB, Type- 2 4P SPD	Hevells/ Elmex/ L &T/ Equivalent	Nos.	1		
14	DCDB	4 IN 4 OUT, 1000V SPD with 25A F	Hevells/ Elmex/ L &T/ Reputed	Nos.	1		
AC/ DC Cable							
17	DC Cable	Cable DC Cu 1C*4 Sqmm	Polycab/ KEI/ Finolex/ Reputed	Mtr.	250		
18	AC Cable-1	Cable AC Cu Fl 4C*16 Sqmm	Polycab/ KEI / Finolex/ Reputed	Mtr.	5		
19	AC Cable-2	Cable AC Al Ar 3.5C*25 Sqmm	Polycab/ KEI/ Finolex/ Reputed	Mtr.	100		
20	Saddle for AC Cable	GI Saddle 35mm	Reputed/ Equivalent	Nos.	100		
Lugs							
21	DC Lugs	Cu 4MM Pin Type	Reputed/ Equivalent	Nos.	20		
22	AC Lugs	Cu 16MM Ring Type	Reputed/ Equivalent	Nos.	20		
23	AC Lugs	Al 25 MM Ring Type	Reputed/ Equivalent	Nos.	28		
24	Earthing Lugs	Cu 6MM Ring Type	Reputed/ Equivalent	Nos.	6		
Earthing Material							
25	Earthing	Earthing Rod (Dia - 16.0mm, 2 Mtr. Long)	Truepower/ Reputed	Set	3		
26	Earthing	Earthing Chemical Bag (25 Kg)	Truepower/ Reputed	Nos.	3		
27	Earthing	Earthing Pit Cover	Reputed/ Equivalent	Nos.	3		
32	Earthing Strip	Earthing Strips GI Flat 25x3mm	Reputed/ Equivalent	Mtr.	350		
33	Earthing Insulator	Insulator 25x3mm	Reputed/ Equivalent	Nos.	350		
Lightining Arrestor							
34	LA	ESE Type- 120 Mtr R	Truepower/ Reputed	Nos.	1		
Accessories							
37	Accessories	PVC Cable Tray- 25X45 Size	Reputed/ Equivalent	Mtr.	1		
38	Accessories	PVC Flexible Pipe - 25 mm -Black Nylon	Reputed/ Equivalent	Mtrs	25		
39	Accessories	PVC Conduit pipe 25mm	Reputed/ Equivalent	Bundl	3		
40	Accessories	ELBOW PVC 25mm	Reputed/ Equivalent	Nos.	40		
41	Accessories	Junction Box PVC 25MM 3Way	Reputed/ Equivalent	Nos.	120		
43	Accessories	GI Saddle 25mm	Reputed/ Equivalent	Nos.	200		
44	Accessories	PVC Gitti 2"	Reputed/ Equivalent	Nos.	200		
45	Accessories	Screw 30mm Long for Gitti	Reputed/ Equivalent	Nos.	100		
46	Accessories	Numbering ferrules of Letter and Numbers	Reputed/ Equivalent	Set	1		

47	Accessories	Cable Tie 300mm	Reputed/ Equivalent	Pkt.	5		
48	Accessories	Danger Plate	Reputed/ Equivalent	Nos.	1		
49	Accessories	Tape self adhesive PVC Insulation Color RED	Reputed/ Equivalent	Set.	3		
50	Accessories	Tape self adhesive PVC Insulation Color GREEN	Reputed/ Equivalent	Set.	3		
51	Accessories	Tape self adhesive PVC Insulation Color BLACK	Reputed/ Equivalent	Set.	3		
52	Accessories	Tape self adhesive PVC Insulation Color BLUE	Reputed/ Equivalent	Set.	3		
53	Accessories	Tape self adhesive PVC Insulation Color YELLOW	Reputed/ Equivalent	Set.	3		
54	Accessories	Fire Extinguisher 2.5 kg	Reputed/ Equivalent	Nos.	1		
56	Accessories	CLeaning brush +		Nos.	1		
Total before GST							
GST as applicable							
Total after GST							

NOTE 1: If any other work is required, is to be carried out as per instructions of BECIL representative & prior approval should be taken by the contractor/agency.

NOTE 2: All supplied equipment/materials and services shall carry a minimum **guarantee of one (1) year** from the date of successful commissioning/acceptance of the solar PV plants.

NOTE 3: Comprehensive Annual Maintenance Contract (CAMC) shall be provided for four (4) years after completion of the initial one (1) year guarantee period. The CAMC shall cover both solar PV plants, including preventive and corrective maintenance, at no additional cost beyond the quoted Contract Value.

Annexure - 5

Format of Non – Blacklisting

[Notarized Affidavit on Non Judicial Stamp paper worth Rs 100/-]

RFP No. BECIL/ADMIN/RFP/SOLAR/2026-27

To
Harmohan Sharma,
Broadcast Engineering Consultants India
Limited C – 56, A/17, Sector – 62,
Noida – 201301 (Uttar Pradesh)

Sub: Self Declaration/Undertaking of not been blacklisted

Dear Sir,

I / We undersigned, confirm that our company, ***(Name of the Bidder)***, is not debarred/ blacklisted in any manner whatsoever by any Union Govt./State Govt. /PSU in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices on date of submission of the above stated Bid.

Yours Sincerely,

(Signature of the Authorized Signatory) Name of the Authorized Signatory:
Designation:

Date: Seal:

Annexure-6

Format on procurement from a Bidder of a country which shares a land border with India
[Notarized Affidavit on Non Judicial Stamp paper worth Rs 100/-]

RFP No. ***BECIL/ADMIN/RFP/SOLAR/2026-27***

To
Harmohan Sharma, (AGM)
Broadcast Engineering Consultants India Limited
C – 56, A/17, Sector – 62,
Noida – 201301 (Uttar Pradesh)

Sub: Self-Declaration/Undertaking regarding sourcing products and services in the bid

Dear Sir,

1. I / We undersigned, confirm that I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India.

2. I/We certify that bidder M/s (name of the bidder) is not from such a country or if from such a country, has been registered with the Competent Authority.

3. I/We hereby certify that bidder M/s (Name of bidder) fulfills all the requirement in this regard and is eligible to be considered against this RFP. The bidder will not source those products & services whose beneficial owner is from such countries."

Yours Sincerely,

(Signature of the Authorized Signatory)
Name of the Authorized Signatory:
Designation:

Date:
Seal:

[Wherever applicable the bidder must submit evidence of valid registration by Competent Authority]

Annexure-7

DECLARATION / UNDERTAKINGS

We, M/s _____, hereby declare that:

All information and documents submitted with this RFP are true, correct and complete to the best of our knowledge.

We have carried out/shall carry out the mandatory site visit and have considered actual site conditions while preparing our proposal.

We have understood the requirements of the RFP and have no objection to the terms and conditions stated therein.

We shall bear all costs associated with preparation and submission of the Techno-Commercial Proposal.

We are not debarred/blacklisted by any Government Department/PSU/Statutory Authority as on the date of submission, except as specifically disclosed.

We shall comply with applicable laws, standards, safety requirements and statutory provisions relevant to the proposed Solar PV work.

We understand that submission of this RFP does not guarantee award of work.

Authorized Signatory: _____

Name: _____

Designation: _____

Company Seal: _____

Date: _____

Annexure-8

BANK MANDATE FORM

HDFC BANK

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

Mandate From

The Details for the facillitating the Payment are given below:-

A	NAME the Beneficiary	BROADCAST ENGINEERING CONSULTANTS INDIA LIMITED
i	ADDRESS	C-56/A-17 SECTOR-62 NOIDA UTTER PRADESH 201307
ii	Permanent Account Number (PAN)	AAACB2575L
iii	Telephone No With STD Code	0120-4177861
iv	Fax Number	0120-4177879
v	Contact Person	Sh. Awadhesh Pandit GM (Finance and Account)
vi	E-Mail Address	gmfinance@becil.com
vii	Mobile No	+91-9953119035
B	Bank Particulars	
i	BANK NAME	HDFC Bank
ii	Bank Telephone No with STD Code	0120-4664332
iii	BRANCH ADDRESS	Ansals Fortune Arcade K-Block, Sector-18, Noida-201301 Uttar Pradesh
iv	BSR Code	0510089
v	BRANCH MICR CODE	110240014
vi	SWIFT Code	HDFCINBB
vii	11 Character IFSC Code of the Bank	HDFC0000088
vii	ACCOUNT Number	99998130918866
ix	ACCOUNT TYPE	Current Account
x	If Other, Specify	

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

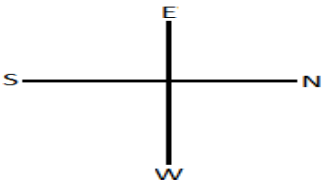
HDFC BANK LTD. * Sector-18, Noida *

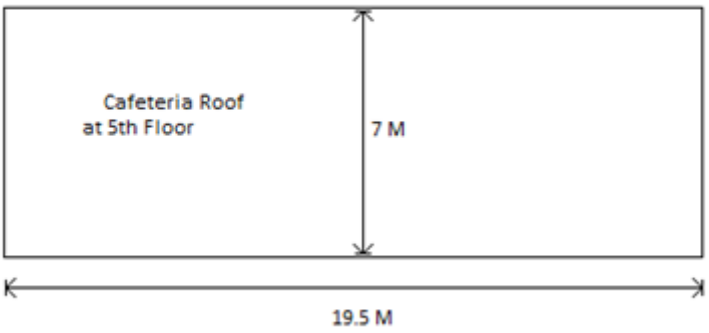
NEERAJ KUMAR
EMPCode - N14607

www.hdfcbank.com

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

Layout Plane/Drawing





Total Area= 136.5 sq. mtr