EXPRESSION OF INTEREST (EoI)

FOR

Supply and installation of 314 no's of Interactive Panels in 314 no's of FIACs, Bhubaneswar

Clients Tender Reference No: 1082 Dated: 21/04/2026

EOI No. BECIL/RO/JDA/INTERACTIVE-PANEL/2026-27/01, Dated: 18.05.2026

Issued By

Usha Mangalgi (GM)

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

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DISCLAIMER

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

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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

Joint Director of Agriculture (JDA), Government of Odisha Contract No: 1082 Dated: 21/04/2026 for Selection of MSP for Supply and installation of 314 no's of Interactive Panels in 314 no's of FIACs and warranty and post-sales Support **after delivery** (BHUBANESWAR) for Odisha.

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: 1082 Date: 21/04/2026 for the Supply and installation of 314 no's of Interactive Panels in 314 no's of FIACs (BHUBANESWAR) for Odisha.

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 **Joint Director of Agriculture (Information) .**

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.20,00,000/- (Rupees Twenty Lakh)** 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

3.6 **Performance Bank Guarantee (PBG**): In the event that the said tender is awarded to BECIL, the selected bidder shall furnish a Performance Bank Guarantee (PBG) equivalent to 5%, as applicable, on a back-to-back basis, in accordance with the terms and conditions of the Client's Tender. **The PBG amount to be submitted by the Vendor to BECIL must be exactly equal to the PBG amount submitted by BECIL to Client.** The bidder shall also submit an undertaking along with the bid stating that they will provide the PBG within the stipulated timeline and in compliance with the terms and conditions specified in the Client's Tender.

The PBG shall be submitted by the selected bidder 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

3.7 **Payment Terms**: All payments under the Project to the selected agency shall be made strictly on a back-to-back basis and shall be subject to the receipt of corresponding payments from the Client by BECIL.

i.No advance or part payment will be made.

ii. Payment will be made after complete delivery& installation of the required materials at the designated place and receipt of the installation certificate from the installation point.

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

If any advance payment to the selected agency may be considered only in the event that BECIL receives an advance payment from the Client. In such cases, the selected agency shall be required to

submit a Bank Guarantee (BG) . The advance payment will be done, subject to receipt of payment from client and submission of PBG of 110% of the advance amount in favor of Chairman & Managing Director(CMD), in addition to the Performance Bank Guarantee (PBG) by the backend partner.

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: 1082 Date: 21/04/2026 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.

SECTION –II

4.1. IMPORTANT DATES (SCHEDULE AND CRITICAL DATES)

S. N	ACTIVITY	SCHEDULED DATE & TIME
1.	**BECIL's EOI Number**	BECIL/RO/JDA/INTERACTIVE-PANEL/2026-27/01
2	**Client's Tender number**	No- 1082 Date: 21/04/2026
2.	**Date of Issue of EOI**	18.05.2026
3.	**Last date and Time for Submission of bids**	22.05.2026 @ 11:00 AM
4	**Availability of Document**	https://www.becil.com; https://becil.ewizard.in
5	**E-tender Portal Fee** (Non- refundable)	INR 3,000 + 540 (GST) = 3,540 /- (Inclusive GST) E-tender Portal Fee (non-transferrable & non- refundable) payable through online e-Portal
6	**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
7.	**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.**
8.	**EMD/ Bid Security**	EMD of ₹20,00,000/- (Rupees Twenty Lakh) shall be submitted by all the bidders in the form of BG. 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. No EMD exemption to the MSME/NSIC registered bidders. Relaxation in prior turnover and experience shall be availed by Startup enterprises that are MSME's or otherwise recognized by DPIIT. **Copy of the EMD -BG should be submitted in the online bid submission portal** https://becil.ewizard.in**.** **Original Hardcopy of the EMD-BG should be submitted at BECIL-B'lore office within 3 days from the date of submission of the EOI response.**

9.	**Address for Communication of bids**	#162, II Main, 1st Cross, AGS Layout, RMV II Stage, Bengaluru-560094
11	**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 Govt of Odisha.**

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: 1082 Dated: 21/04/2026 for Supply and installation of 314 no's of Interactive Panels in 314 no's of FIACs (BHUBANESWAR) for Odisha.

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

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

6.1 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.

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

6.3 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.

6.4 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.

6.5 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.

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

6.7 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

6.8 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.

7 OPENING OF EOI

7.1 The bids submitted against this EOI shall be opened on 22.05.2026 @ 12.00 PM. 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:

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

b) Any breach by the Bidder of any of its obligations under this Contract or from any negligence under the Contract, including any errors or deficiencies in the performance its scope of work.

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.).

12 PENALTIES

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.

13 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.

14 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.

15 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 -:

(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;

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.

16 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.

17 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

18 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.

19 AMENDMENT:

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

20 ARBITRATION

20.1 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.

20.2 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.

21 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.

22 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.

23 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.

24 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.

25 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 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.

35 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.

36 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.

37 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.

38 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.**

39. 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.

40. **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

41 SCOPE OF WORK/SCHEDULE OF REQUIREMENTS

1 Introductions

FIAC (Farm Information Advisory Centre) is the block level institution, where Block Agriculture Officers are officiating and it serves as the platform for convergence of Agriculture & allied Departments in order to strengthen farmer centric extension system. There are a lot of IT Interventions, digital initiatives taken by the Directorate of Agriculture & Food Production under the Department of Agriculture and Farmers' Empowerment for transparency and time bound mechanism. The interactive panels are required for various purposes in the Farm Information & Advisory Centres (FIAC) at block level such as- conducting different farmer trainings, weekly review meetings, video conferencing, displaying different IEC materials, live-streaming of different National/ State level events and enhancing the training efficacy through the AR/VR experiences. FIn this context, the Directorate is interested to procure & install 314 no of Interactive Panel with advanced features at FIAC level for strengthening the Extension-linkage.

Post-Sales Support & AMC – Service-level agreements (SLA) for maintenance and support after delivery.

2 Requirements

- ✓ Quantity: 314 No. of Interactive Panels.
- ✓ Period of Delivery: Within 90days after issuance of Purchase Order/Work Order
- ✓ Place of delivery& Installation: The Bidder/ OEM has to deliver & complete Installation of the interactive panels at 314 FIACs in block level and submit the counter-signed installation certificate in the office of the Joint Director of Agriculture (Information) for release of payment.

3 Technical Specifications of Interactive Panels to be supplied

Sl. No.	Parameter	Value
1	Size (Diagonal)	86"
2	Panel Type	IPS or better
3	Resolution	3840 X 2160 or better
4	Brightness	450cd/m2 or higher
5	Lifetime (Typical)	50000 Hours or higher
6	Contrast ratio	1200:1 (DCR - 30000:1) or higher
7	Touch Type	Infrared Touch (with Finger and Stylus)
8	Touch Accuracy	± 1.0 mm
9	Display response	8ms or better

	time	
10	Touch Response	<=8 MS or better
11	No. of Touch Points	20 points or higher
12	RAM and ROM	8GB RAM or higher and128GB Storage or higher
13	Processor	Octa Core or Higher
14	Hardness (Mohs)	Should be at least 7H
15	Surface Thickness	Should be at least 3.0mm
16	Input/Output Ports	HDMI In 2.0 x 2, USB-A 3.0 x 2, USB-A 2.0 x l, USB-B 2.0 (Touch) x 2, USB Type-C 2.0 x l, Earphone (3.5 mm) x 1, SPDIF (Optical) x l, OPS Slot x 1, LAN In/Out x 2, HDMI Out x1 or higher
17	Wifi	Integrated Wi-Fi 6.0, Bluetooth 5.1 or higher
18	Built in speaker	2 x 15W or higher
19	Microphone	6-microphones array (Pickup radius :8m) or higher
20	Camera	48Mega-Pixel, top-mounted
21	Stylus	2 nos.
22	Built in OS	Android 14.0 or higher
23	Patch Update	The OEM should update the patch with latest OS for 3 Years.
24	Device Management Software	Device Management Services- All the IFPD should be manage by Centralized management tool in the network, should have dashboard view and able to control and toggle display setting and operate remotely. Should be perpetual based without any year-on-year subscription.
25	Document Read/ Write	Should be able to Open and edit documents like MS Word, Excel, PPT. Should be able to open PDF Documents
26	Wireless Content Sharing	Panel should come with pre-installed application from the same OEM which has Ability to wirelessly share 4 simultaneous devices at a time from Android/iOS based smart phones and tablets and Windows/ MAC laptops and Reverse casting to display the content from IFP to your own Laptop, android or I-pad.

27	Built-in Whiteboard software in Android	*AI Powered Whiteboard, Handwriting recognition of all content like English,Odia, Mathematical, chemical equations and any kind of question which can be easily answered with the help of AI. *Pen - Magic Pen, ABC Pen,Normal Pen, Dotted Line pen, Rainbow Pen, FX pen, Laser Pen, Shape Pen, *Educational & Productive Tools - Math tools, Text editor, Scientific calculator, Table Curved, Text, Sticky notes, *Import to whiteboard - Doc, Excel, PDF, IWB files, Images, Audio Files, Video Files, *Export - IWB, Images, PDF, *Speech to text conversion directly from the on-screen keyboard *Bring data in picture in picture format * It can run contents like 3D videos, objects etc. * Copy & Paste text from Brower to whiteboard
28	Floating Tool	Ability to annotate on Image/video
29	Screen Recording	Screen Recording
30	Warranty	3 years onsite
31	Accessories	Remote Control, Power Code, Stylus x 2, Touch USB Cable (3mt), HDMI Cable(3mt), Wall Mount
32	Optional Pluggable System	i5/10thGen or above/16GB/512GGB SSD/ WIN 11 Activated
33	Certification	OEM must have BIS & RoHS certification of the offered product and should be under Make in India (Declaration to be submitted with the bid) OEM Should submit certifications: ISO 9001, ISO14001, ISO 27001, OHSAS 45001, ISO14064, E-Waste CPCB
34	Anti-virus (AV) Software for 3 years	AV Solution must be MII-compliant with AV-Test certification and a local support office in Odisha. Features: Vulnerability Scan, Anti-Ransomware, Custom Backup/Restore (custom extensions), Application Control, Patch & Asset Management, OTP- based USB Access, Tune-up, Safe Mode Protection

SECTION –V

42. ELIGIBILITY CRITERIA AND EVALUATION

1. 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	Copy of certificate of Incorporation / Registration.
2	The BACK-END PARTNER must have minimum average annual turnover of **Rs. 66 Crores** as reflected in last 3 years Audited balance sheet. **(FY-2022-23, 23-24 ,2024-25 (As per Annexure- D)**	"Copy of **Annual return** for the 3 financial years (**FY 2022-23, 2023-24 & 2024-25**) along with Balance Sheet, Profit & Loss A/c, and its annexures as a complete set. Documents must be duly certified by a Chartered Accountant (CA) with a valid **UDIN**. Include a CA Certificate with UDIN stating **Turnover, Profit (PAT), and Net Worth**.
3	The BACK-END PARTNER must have positive net worth in each of the last three financial years ending on 31st March-2025	Certificate from a Statutory auditor / CA
4	The Bidder should provide a solvency certificate from the banker for an amount of **Rs. 3 Crores**	A Solvency certificate from any nationalized/Private bank is to be produced .Should be not older than 6 months
5	The BACK-END PARTNER should have similar experience of supplying & commissioning/ installation of Interactive panels/ Smart Classrooms/ LED walls with minimum value of **Rs. 4.00 Crore** in a single project to Central Govt. / any State Government during the last **5** years as on the bid submission date.	Copies of Work Orders /Purchase Orders/ Contract Document and Completion certificate or any other relevant document.
6	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
7	BACK-END PARTNERs participating in the tender must be registered under GST act.	Copy of Active/Valid GSTIN or GST returns for the last 1 year (FY-2025-26)
8	Proposed OEM must have escalation matrix (Toll Free No/ Online portal/ Live chat/ email option for service support) and will provide Comprehensive on-site support & services	The BACK-END PARTNER must attach the letter from OEMs regarding the same.

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 314 no's of Interactive Panels in 314 no's of FIACs .

   iii) Work-order towards only installation, sub-contract execution from Main contractor in project, maintenance / AMC of INTERACTIVE PANELS System will not 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.

43. 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.

43 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.

44.FINANCIAL EVALUATION:

Evaluation Methodology – Least Cost Based Selection (LCBS)

44.1 The evaluation of bids shall be carried out using the **Least Cost Based Selection (LCBS)** method.

44.2 Only those bidders who are meeting the Pre-qualification criteria shall be considered for **Financial Bid evaluation.**

Note: BECIL has the full right to accept or to reject the proposed technical and Commercial proposal by any of the bidder.

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 Bhubaneshwar Relf to take all measures necessary to prevent corruption. He commits Bhubaneshwar Relf 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 Bhubaneshwar, 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 Union Bank of India

आन्ध्रा Andhra

(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.*

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

Full Name of Bidder (Supplier) entity:

Full Address of Bidder (Supplier) entity:

S. No.	Financial Year	Turnover of Bidder	PAT (profit after tax)	Net worth	Remarks
1	2022-23				
2	2023-24				
3	2024-25				
	Average				

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

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

I/We hereby submit our Bid and undertake to keep our Bid valid for the period of 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 Bhawan, C-56, A/17, Sector-62, Noida-201307

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

Dear Sir/Madam,

We, the undersigned, offer to provide Systems Implementation solutions/ 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 Bhawan, C-56, A/17, Sector-62, Noida-
201307.

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)

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 Schedule – A below

SCHEDULE-A

Sl No.	Item	Make/Model	QTY	Unit rate	Total amount	GST%	GST amount	Total Amount
1	**Supply and Installation of 314 no.s of Interactive Panels (as per the specification in the DTCN) at 314 FIACs at Block Level. (1 Interactive Panel per FIAC) with Three Years of warranty**		**314 nums**					

***Total price bid amount including GST (excluding GST & BECIL Margin) - in Rs. – Say "A"**	
***Offered margin of percentage to BECIL on the above total price bid amount A- Say "B"**	**…….%**

Amount in words:

***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 **Joint Director of Agriculture.**

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,
   - 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.

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- 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 reffered to as the Back-End Partner Member)

WHEREAS Joint Director of Agriculture, Government of Odisha **floated a tender document numbered No: 1082 Dated: 21/04/2026, for the Supply and installation of 314 no's of Interactive Panels in 314 no's of FIACs, Bhubaneswar, Odisha State,** Hereinafter referred to as RFP tender" /"Work"/"Project" (hereinafter called as **JDA** TENDER)

WHEREAS BECIL published EOI No. BECIL/RO/JDA/INTERACTIVE-PANEL/2026-27/01, Dated: 18.05.2026 (hereinafter referred as BECIL EOI) for selection of Back-End Partner members for JDA tender.

AND WHEREAS Parties have agreed to execute the agreement if awarded by JDA 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 Selection of a social media Agency as per the tender document **1082**

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 JDA pertaining to the implementation of the BHUVANESHWER Software application across all hospitals in the state of Odisha and may be superseded by an inter se agreement once the tender is awarded to the Back-End Partner.

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–

1. **EOI floated by BECIL EOI No. BECIL/RO/JDA/INTERACTIVE-PANEL/2026-27/01, Dated: 0X.05.2026 for the RFP for Selection Implementation Partner .**
2. **Clients RFP no: No: 1082 Dated: 21/04/2026**

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 implementation and operation & and maintenance of BHUVANESHWER application in the state of Odisha for the RFP No: 1082 Dated: 21/04/2026.

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 JDA 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 organised, 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 has been authorized by all necessary and appropriate corporate or governmental action, and will not, to the best of its knowledge:

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

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

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

(d) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage 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 penalised 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 **Joint Director of Agriculture(JDA), Government of Odisha.**, and is

3.1.2 The **Joint Director of Agriculture(JDA), Government of Odisha**, floated a tender document on the CPPP Portal for the selection of a Bidder responsible for the Supply and installation of 314 no's of Interactive Panels in 314 no's of FIACs, Bhubaneswar

3.1.3 The aforesaid tender no: **1082,** with all the amendments or corrigendum (available on https://Odishatenders.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: 1082 Dated: 21/4/2026.**

The comprehensive scope of work for the Supply and installation of 314 no's of Interactive Panels in 314 no's of FIACs, Bhubaneswar. The approved Back-End Partner member will be responsible for executing these activities to ensure the successful deployment, operation, and sustainability of the Interactive Panels as per the Scope of the project defined in the JDA Tender/ RFP.

a. The Back-End Partner Member shall act as the Technical Partner in the Back-End Partner being formed to participate in the RFP floated by the **Joint Director of Agriculture(JDA), Government of Odishaation**. The Technical Partner must possess prior experience in Supply and installation of Interactive Panels (BHUVANESHWER) applications for at least one state in India.

b. The Back-End Partner Member should either own the BHUVANESHWER application or hold a valid authorization from the Original Equipment Manufacturer (OEM).

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

Introductions:

FIAC (Farm Information Advisory Centre) is the block level institution, where Block Agriculture Officers are officiating and it serves as the platform for convergence of Agriculture & allied Departments in order to strengthen farmer centric extension system.

There are a lot of IT Interventions, digital initiatives taken by the Directorate of Agriculture & Food Production under the Department of Agriculture and Farmers' Empowerment for transparency and time bound mechanism. The interactive panels are required for various purposes in the Farm Information & Advisory Centres (FIAC) at block level such as- conducting different farmer trainings, weekly review meetings, video conferencing, displaying different IEC materials, live-streaming of different National/ State level events and enhancing the training efficacy through the AR/VR experiences. In this context, the Directorate is interested to procure & install 314 no of Interactive Panel with advanced features at FIAC level for strengthening the Extension-linkage.

Requirements:

a. Quantity: 314 No. of Interactive Panels.
c. Period of Delivery: Within 90days after issuance of Purchase Order/Work Order
d. Place of delivery& Installation: The Bidder has to deliver & complete Installation of the interactive panels at 314 FIACs in block level and submit the counter-signed installation certificate in the office of the Joint Director of Agriculture (Information) for release of payment.

Supply & Delivery Commitment

i. Delivery Schedule – Estimated time for delivery of Interactive Panels after order confirmation. 314 no.of Interactive Panels should be delivered and installed within 90days of the receiving of Purchase order /LoA/ Work order at the 314 FIACs in block level.

ii. Installation & Configuration – If required, assistance on software installation OS setup, and hardware configuration will be provided by the bidder.

iii. Post-Sales Support & AMC – Service-level agreements (SLA) for maintenance and support after delivery

iv. Trainings as per the clients RPP

v. 3 years onsite **from the date of last installation certification of the project Go-Live/ Acceptance from the client.**

Note: Bidders are instructed to refer the clients RF num:1082 dated: 21/4/2026 and the subsequent corrigendum issued on dated: 11/5/2026

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 JDA 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 JDA Tender/Work/Project (as per scope of the aforementioned BECIL EOI & JDA- 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 recognised 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 **DAFE, Government of Odisha.** 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 JDA, whether or not incidental and ancillary, to achieve the objective as per the JDA 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 DAFE,Government of Odisha 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. DUTIES AND OBLIGATIONS OF BECIL:

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 JDA 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 -JDA authority.

4.4.4. BECIL is authorised 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 **DAFE,G overnment of Odisha** 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 finalised 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-BHUVANESHWER 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 JDA 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 -**JDA DAFE**, Govt of Odisha	**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 – **JDA,DAFE, Government of Odisha** 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 JDA 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 JDA shall be entitled to rely upon any such action, decision or communication of BECIL. That JDA 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/JDA/INTERACTIVE PANEL/2026-27/01 dated :24/4/2026.**

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 & JDA 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 JDA 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 JDA, Odisha (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 JDA) as a margin to its project management consultancy.

7.7 Upon receipt of corresponding payment from the JDA, BECIL shall disburse the payment to the Back-End Partner Members within 30 days of receipt of the payment from JDA after deduction of BECIL's markup percentage or **BECIL Margin in ……%** of the total project cost as signed with the client JDA.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 JDA 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 JDA 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 JDA. BECIL shall not be responsible in any manner whatsoever for any delay in releasing the payments or withholding of payments by JDA.

(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 JDA once the goods and/or services are accepted by JDA.

(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 JDA, 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:

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

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

20.2.3 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

20.2.4 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

20.2.5 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

20.2.6 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

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

a. 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 Odisha, specifically at Agartala will be opened within one moth of the award of Contract/placement of work order to us.

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

Annexure-N

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

Subject: Manufacturer Authorisation Certificate (MAC).

Ref: 1. RFP Reference No.: **Contract No: 1082 Dated: 21/04/2026.**
Tender title: Selection of Back-End Partner for MSP for Supply and installation of 314 no's of Interactive Panels in 314 no's of FIACs (BHUBANESWAR) for Odisha.

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 BHUBANESWAR 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 warranties, after sales support with necessary spares, software licence, updates 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 **comprehensive warranty and support for all the hardware and software applications supplied from our end for thirty-six (36) months** after final commissioning of the project, covering all supplied hardware/software/applications as applicable.

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

Annexure-P

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/JDA/INTERACTIVE-PANEL/2026-27/01, Dated: 07.07.2025

~~FFGST~~

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/JDA/INTERACTIVE-PANEL/2026-27/01, Dated: 18.05.2026, an PBG for 5% of the contract amount.

Through this undertaking, we confirm and undertake that:

1. We shall submit a PBG for 5% of the contract amount within 15 days from the date of signing the contract Agreement with the Lead Back-End Partner Member, i.e., M/s. Broadcast Engineering Consultants India Limited (BECIL).
2. 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.
3. 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/JDA/INTERACTIVE-PANEL/2026-27/01, Dated: 18.05.2026.

****

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:

1. We understand that as part of the engagement with **Broadcast Engineering Consultants India Limited (BECIL)** for the project titled "Selection of a Back-End Partner for MSP for Supply and installation of 314 no's of Interactive Panels in 314 no's of FIACs (BHUBANESWAR) for Odisha **"[Contract No: 1082 Dated: 24/04/2026)."**, 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:

1. We confirm that we are submitting our proposal/participating in the project titled Selection of a Back-End Partner for MSP for Supply and installation of 314 no's of Interactive Panels in 314 no's of FIACs (BHUBANESWAR) for Odisha **"[Contract No: 1082 Dated: 24/04/2026 and the EOI No. BECIL/RO/JDA/INTERACTIVE-PANEL/2026-27/01, Dated: 18.05.2026"** 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 MSP for Supply and installation of 314 no's of Interactive Panels in 314 no's of FIACs (BHUBANESWAR) Government of Odisha , Contract No: 1082 Dated: 24/04/2026**" (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.20,00,000/- (Rupees Twenty Lakh) 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 **30/10/2026** 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.20,00,000/- (Rupees Twenty Lakh)** 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----------, 2025, 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