

EXPRESSION OF INTEREST

FOR

**Selection of Consortium Partners/Sub Contractor(s) for
Participation in
EOI. 01/CF/EOI/2025-26 dated 18/03/2026 for
“Digital AIIMS, New Delhi”**

EOI No. BECIL/PROJ/BT/Digital-AIIMS/25-26

Dated: 11/04/2026

Issued By

Mr. Binay Kumar Tiwari (DGM)



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

Corporate Office:

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

Head Office:

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

Web: www.becil.com

DISCLAIMER

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

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SECTION –I

INTRODUCTION AND BRIEF DESCRIPTION

1. INTRODUCTION

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

The Company was initially set up for providing project consultancy services and turnkey solutions encompassing the entire gamut of radio and television broadcast engineering, establishment of transmission facilities, content production facilities, terrestrial, satellite and cable broadcasting in India and abroad.

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

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

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

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

2. INTRODUCTION OF PROJECT/EOI

All India Institute of Medical Sciences has floated an EOI vide **No. 01/CF/EOI/2025-26 dated: 18/03/2026 for Digital AIIMS at New Delhi.**

3.1 ELIGIBLE BIDDERS

That the Prospective Bidder or its Allied firm or sister concern should not be blacklisted/de-barred or

put on holiday, by BECIL or any other Public sector Enterprise or a Government Body, as on the date of submission of the bid.

That the Bid submitted by any of the Bidder, who is found to be blacklisted/ debarred or on a Holiday list shall be out rightly rejected.

That in the event, if the Bidder chooses to be discreet and conceal about its status or about the status of any of its Allied/Sister concern of being debarred, then it shall be construed as a misrepresentation of facts and shall lead to an appropriate action by BECIL.

That the Bidder should not be undergoing any liquidation/insolvency proceedings on the due date of the submission of the bid. In case of any change in the status of declaration by the Bidder, the same shall be notified by BECIL to the Bidder in a span of seven days from the date of initiation of proceeding.

3.2 COST OF BIDDING

The Bidder shall be responsible to bear any costs associated with the preparation and submission of the Bid, and BECIL in no case, shall be responsible or liable for costs, inclusive of but not limited to bank charges, courier charges, site visits, expenses incurred for the purpose of demonstration and representation as desired by BECIL in order to assess the efficiency of the prospective Bidder, or any other expenses incurred for the submission of the Bid. That the Bidder shall be responsible for the costs/expenses regardless of the outcome of the bidding process.

3.3 ASSURANCE

The successful Bidder shall have to provide requisite documentation and satisfactory assurance of its capability and intention in regard to the supply of the goods and/or performance of the requisite scope of work/services pursuant to the award of the Contract within the time set forth herein

3.4 SITE VISIT

It shall be the responsibility of the Bidder to visit the Premises/Site wherein the work is to be performed or services is to be delivered to obtain all the requisite information that is necessary/essential for preparing the Bids and entering into a Contract. The cost of visiting the Site shall be borne by the Bidder.

The grant of permission by BECIL to the Bidder or its Authorized Representative, for the purpose of Site visit shall be contingent on the express condition that the Bidder and its representatives/agents shall indemnify the Company i.e. BECIL and its personnel from and against all liability in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which, but for the exercise of such permission would not have arisen. That in the event if the Bidder fails to visit the site, it shall not relieve it from the performance of its scope of work/obligations as per the Contract

3.5 CONTENTS OF THE BIDDING DOCUMENT

That the set of Bidding Documents, include the Annexures given herein below in addition to the Invitation for Bid, together with any amendment/addendum

- i. Annexure I -Introduction and Brief Description
- ii. Annexure II - Schedule Of Dates
- iii. Annexure III - General Terms and Conditions
- iv. Annexure IV - Scope of Work and Specification
- v. Annexure V - Bid Evaluation and Matrix
- vi. Annexure VI - Enclosures and Forms

3.6 CLARIFICATION OF BIDDING DOCUMENT

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

<https://becil.ewizard.in>

- (i) Any queries relating to the EOI document and the terms and conditions contained therein should be addressed to the EOI Inviting Authority for an EOI or the relevant contact person indicated in the EOI.
- (ii) Any queries relating to the process of online bid submission or queries relating to e- EOI 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

3.7 ADDENDUM/AMENDMENT TO THE BIDDING DOCUMENT

At any time prior to the deadline for the submission of the Bids by the Bidders, BECIL shall have the discretion to amend the bid at its own initiative or in sub-sequence to a clarification sought by the prospective Bidder.

The Amendment / Addendum shall form a part of the bidding document and the same shall be notified on the said procurement portal, so that the said addendum/amendment becomes binding on all the prospective bidders.

In the event of an Addendum/Amendment to the Bidding Document, the prospective Bidders shall be provided with a reasonable time for the purpose of preparation of their bids.

3.8 LANGUAGE OF THE BID

That the Bid and all correspondences and communication in connection with this Bid shall be in English language. The supporting documents to be submitted by the Bidder may be in another

language provided they are accompanied by a certified translation. However, BECIL may also translate the documents on its own to avert the possibility of any irregularity and ambiguity.

3.9 EARNEST MONEY DEPOSIT: The Bidder has to submit an undertaking to the effect-

That a Bid Security will be submitted by Bidder along with the financial bid in the form of Demand Draft in favor of M/s Broadcast Engineering Consultants India Limited OR in the form of Bank Guarantee.

That the Earnest money deposit shall be sought with an intent to protect the interests of M/s BECIL against the conduct of the Bidder which shall warrant the forfeiture of the earnest money deposit.

Notwithstanding any contained in the Contract, the Earnest money deposit shall be forfeited in the following circumstances-:

- i. In the event of withdrawal of bid, by the Bidder during the bid validity period
- ii. If the Bidder is found indulgent in fraudulent/collusive and coercive practice
- iii. In the event if the Bidder modifies the bid after the due date and time for the submission of the Bids
- iv. In the case of successful Bidder, if the Bidder fails to sign the work order/Agreement
- v. In case if the Bidder fails to furnish the Performance bank guarantee/ security.

3.10 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: -

3.10.1 BECIL intends to onboard a Back End/Consortium Partners/ Sub-contractor(s). The selected partners will support BECIL in the bid preparation and execution (in case awarded) of 01/CF/EOI/2025-26 dated: 18/03/2026 for Digital AIIMS at New Delhi". An MOU/ Agreement will be signed by BECIL with the Back end partner/Consortium Partner(s)/ Sub-contractors selected through this EOI, for preparation of bid and/ or participation in the financial of above-mentioned EOI. Our bid submitted against EOI no. 01/CF/EOI/2025-26 dated: 18/03/2026 for Digital AIIMS at New Delhi would be evaluated by AIIMS to identify and shortlist strictly those solution providers capable of delivering a high-performance, secure, and reliable HMIS ecosystem. Considering the strategic criticality of the 'Digital AIIMS' project, the complexity of workflows, and the imperative of data privacy under the DPDP Act, the Institute intends to utilize this EOI as a pre-qualification stage.

AIIMS intends to shortlist up to ten (10) bidders based on this EOI evaluation, subject to the bidders meeting the minimum eligibility criteria and the minimum qualifying technical score as specified by AIIMS. Shortlisting shall be done by AIIMS based on objective evaluation of the EOI submissions (including experience, solution capability, architecture approach, compliance declarations, and presentations/demonstrations). If fewer than ten bidders qualify, AIIMS may shortlist fewer bidders. Consequently, the subsequent Request for Proposal (RFP) may be issued by

AIIMS as a Limited EOI Enquiry, restricted exclusively to the bidders shortlisted based on the evaluation of this EOI.

3.10.2 In case the bid submitted by BECIL against the said EOI, is accepted and BECIL receives Work Order/ Agreement from/ with the Client. BECIL may issue a Work Order to the selected backend partner/consortium partners/ Sub-contractor(s). 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:-

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

3.10.4 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.

3.10.5 The decision to engage the successful bidder as Consortium Partner/ Sub-contractor(s) shall be taken by the Competent Authority of BECIL and accordingly the respective agreement shall be signed.

3.10.6 Bidders are advised to go through the Scope of Work and terms & condition of the said AIIMS EOI no. 01/CF/EOI/2025-26 to understand the requirement and challenges associated with locations prior to submitting their bids.

3.10.7 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.

SECTION –II

IMPORTANT DATES (SCHEDULE AND CRITICAL DATES)

4.1 IMPORTANT DATES (SCHEDULE AND CRITICAL DATES)

| S.No | ACTIVITY | SCHEDULED DATE & TIME |
|------|--|--|
| 1. | EOI Number | <u>BECIL/PROJ/BT/Digital-AIIMS/25-26</u> |
| 2. | Date of Issue of EOI | 11/04/2026 |
| 3. | Last date and Time for Submission of bids | 15/04/2026 up to 1200 Noon. |
| 4. | Availability of Document | https://www.becil.com ; https://becil.ewizard.in |
| 5. | E-EOI Portal Fee (Non-refundable) | INR 3,540/- E-EOI Portal Fee (non-transferrable & non-refundable) payable through online e-Portal |
| 6. | Bidder Enrolment Fee (Non-refundable) | INR 2360/- Bidder Enrolment Registration fee (non-transferrable & non-refundable) payable through online e-Portal |
| 7. | EOI document Fee (Form Fee) (Non-Refundable) | INR 10,000/- (incl GST) Form Fees (non-transferrable & non-refundable) payable through online e-Portal |
| 8. | EMD/ Bid Security | To be submitted with financial bid |
| 9. | Estimated Cost of the EOI | To be intimated after shortlisting of BECIL Technical response |
| 10. | Address for Communication of bids | BECIL Bhawan, C-56 / A -17, Sector - 62, Noida – 201307. |
| 11. | Contact details for this EOI | Sh. Binay Kumar Tiwari, DGM Tele- 0120-4177850 Email- binaytiwari@becil.com |

4.2. INSTRUCTIONS FOR E-TENDERING PORTAL OF BECIL

4.2.1 E-EOI PORTAL FEE

The bidder has to pay a non-refundable e-EOI portal fee amounting to ₹ 3540/- (Non-refundable) by way of on-line payment on e-EOI 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 EOIs online, inviting online bids, evaluation and award of contract using the system. You may keep a watch of the EOIs 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-EOI 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-EOI Portal by paying the **Registration fee of Rs. 2360/- (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 DSC's 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 EOI DOCUMENTS ON PORTAL

- (i) There are various search options built in the e-EOI Portal, to facilitate bidders to search active EOIs by several parameters.
- (ii) Once the bidders have selected the EOIs 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 / EOI schedules, Bid documents etc. Once you pay both fee EOIs will be moved to the respective 'requested' Tab. This would enable the e-EOI Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the EOI document.

4.2.6 PREPARATION OF BIDS ON PORTAL

- (i) Bidders should take into account any corrigendum published on the EOI document before submitting their bids.
- (ii) Please go through the EOI advertisement and the EOI 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 EOI 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 EOI 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 EOI fee / EMD as applicable and enter details of the instrument.

(iv) Bidders are requested to note that they should necessarily submit strictly in accordance with EOI/RFP document issued by BECIL.

(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 EOI documents become readable only after the EOI 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 EOI 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 EOI summary has to be printed and kept as an acknowledgement of the submission of the EOI. 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 EOI document and the terms and conditions contained therein should be addressed to the EOI Inviting Authority for an EOI or the relevant contact person indicated in the EOI.

(ii) Any queries relating to the process of online bid submission or queries relating to e- EOI 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

5 **EOI NOTICE**

5.1 Broadcast Engineering Consultants India Limited (BECIL) invites Expression of Interest (EOI), through online mode, for selection of a backend partner/consortium partners/ Sub-contractor(s) of BECIL, for collaborating with BECIL for participating in EOI **01/CF/EOI/2025-26 dated: 18/03/2026 for Digital AIIMS at New Delhi.**

5.2 The EOI must be submitted in English Only. All the documents including the supporting documents/ enclosures etc. must be Calibri/ Aerial/ Times New Roman, font size-12 and fully legible. Supporting documents if in a language other than English must be accompanied by an English translated document. The English version shall prevail in matters of interpretation. EOI Documents which are not legible shall be rejected.

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

5.4 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 Shri Binay Tiwari, DGM, 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 EOI submission due date.

5.5 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.

5.6 BECIL reserve the right to amend any term of the EOI at any point of time before the submission and bidder should regularly check the website. Further, BECIL also reserves to increase/ decrease/ delete/ add any BOQ item. Further any amendment done by client 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/EOIs

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

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

5.9 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.

5.10 Despite the selection process of backend partner/ Consortium Partner/ Sub-contractor(s)

through this EOI, the final participation in the AIIMS EOI will be at the sole decision of BECIL. BECIL is not bound to participate in the AIIMS EOI and the selected bidder shall have no right in this regard.

5.11 For Consortium/ Sub-contractors /~~Joint Venture~~:

5.11.1 In case of a Consortium/ Sub-contractor(s), Power of Attorney issued by Board of Directors/Chairman/CEO / MD / Company Secretary of the Lead Member as well as other Member(s) of the Consortium/ Sub-contractor(s), in favour of the authorised employee(s) of the member, for signing the documents on behalf of the Bidder, in respect of this particular EOI, to sign the Bid and all subsequent communications, agreements, documents etc. pertaining to the EOI and act and take any and all decisions on behalf of the Consortium/ Sub-contractor(s) /~~JV~~, are to be submitted.

5.11.2 The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

5.11.3 Bids from Consortium/ Sub-contractor(s) / ~~JV~~ of three members (**maximum 3 Nos. Including Leader**) are acceptable provided that they jointly fulfill the qualification criteria and requirements stated in the EOI Documents. Participating Consortium/ Sub-contractor(s) / ~~JV~~ shall submit the Agreement, clearly defining the scope and responsibility of each member. Members of consortium/ Sub-contractor(s) / ~~JV~~ shall assume responsibility jointly & severally. The bid security shall be submitted by the Lead Bidder of the Consortium/ Sub-contractor(s) / ~~JV~~. In case of award, payment shall be made to the Lead Bidder of the Consortium /Sub-contractors/ Sub-contractor(s) /~~JV~~.

5.11.4 The Consortium/ Sub-contractor(s) / ~~JV~~ Agreement must clearly define the Consortium Leader/ Lead Partner of ~~JV~~, who shall be responsible on behalf of the Consortium/ Sub-contractor(s) /~~JV~~ during the period of evaluation of the bid as well as during the execution and timely completion of all the contractual obligations and shall receive/send instructions for and on behalf of the Consortium/ Sub-contractor(s) /~~JV~~.

5.11.5 A Consortium/ Sub-contractor(s) / ~~JV~~ once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the Consortium/ Sub-contractor(s) /~~JV~~ or their respective roles/ scope of supply/work, except with prior written approval of AIIMS. If during the evaluation of bids, a Consortium / Sub-contractor(s) /~~JV~~ propose any alteration/changes in the orientation of Consortium/ Sub-contractor(s) /~~JV~~ or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such Bidder shall be liable for rejection.

5.11.6 Any member of the Consortium/ Sub-contractor(s) /~~JV~~ shall not be eligible either in an individual capacity or be a part of any other Consortium/ Sub-contractor(s) /~~JV~~ to participate in this EOI. Further, no member of the Consortium/ Sub-contractor(s) /~~JV~~ should have been put on 'Holiday' or banned/ blacklisted by AIIMS/ Government department/ Public Sector as on the due date of submission of bid. Offer submitted by such Consortium/ Sub-contractor(s) / ~~JV~~ shall not be considered for opening/evaluation/Award.

6. SUBMISSION OF EOI

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

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

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

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

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

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

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

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

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

| 6.10 | Checklist of documents/information to be submitted | |
|-------------|---|--|
| | (a) | Bidder Particulars as per format. |
| | (b) | Certificate of Incorporation (for Company/LLP/Proprietorship) |
| | (c) | Memorandum & Articles of Association/Partnership deed/Proprietorship declaration |
| | (d) | Audited financial statements for the last 3 years i.e. FY 2022-23; 2023-24, 2024-25 |
| | (e) | ITR Acknowledgment for last 3 years i.e. FY 20 22-23; 2023-24, 2024-25 |
| | (f) | Undertaking to provide the PBG in accordance with the timeline and the terms and conditions outlined in the client's EOI |
| | (g) | GST Registration Certificate |
| | (h) | Copy of PAN Card |
| | (i) | Any other relevant registration documents on registration with other appropriate authorities (ESIC, EPFO, Labour deptt etc.) |
| | (j) | Power of Attorney authorizing the person signing the bid for this EOI. |

| | |
|-----|---|
| (k) | Undertaking in letter head to indemnify BECIL from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc. |
| (l) | Undertaking in compliance to Office Memorandum No. F. No. 6/18/2019- PPD, Dated 23-07-2020, Department of Expenditure, Ministry of Finance as per Clause 10 below. |
| (m) | All the requisite documents in the prescribed formats placed at Annexures to this EoI |
| (n) | Pre-Contract Integrity Pact as per Annexure-A |
| (o) | All the documents in support of Technical criteria like Experience Certificates, PO, proposed Makes for the solution, Solution architecture (if asked) and other documents as required. |
| (p) | Declaration regarding acceptance of Terms and conditions of EOI. |
| (q) | Undertaking for compliance with signing of Non-disclosure agreement as per clause 39 below. |
| (r) | Undertaking for payment of EMD/ Bid Security if selected or claiming EMD exemption under startup and MSME enclosing the relevant documents such as registration certificate with MSME & Startup in similar field/ work. |
| (s) | Undertaking regarding absence of Conflict of Interest as per clause 14 below |
| (t) | Consortium/ Sub-contractor(s) agreement in case where bidder is consortium defining lead member |

7. OPENING OF EOI

7.1 The bids submitted against this EOI shall be opened 15/04/2026 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.

SECTION -IV

GENERAL TERMS & CONDITIONS OF EOI

8. 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.

9. INTELLECTUAL PROPERTY RIGHTS:

9.1 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 EOI shall become and remain the property of BECIL/procuring entity and subject to laws of copyright, must not be shared with third parties or reproduced, whether in whole or part, without BECIL's/ the procuring entity's prior written consent.

9.2 The Bidder shall, not later than upon termination or expiration of this Contract and/or subsequent Agreement/Contract signed with the Bidder, deliver all such documents and software to BECIL/the procuring entity, together with a detailed inventory thereof.

9.3 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.

9.4 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.

10 LAND AND BORDER PROVISION

10.1 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.

11 INDEMNITY

11.1 The Bidder shall indemnify, save, hold harmless and defend BECIL and its officers, servants,

employees and agents promptly upon demand and at its expense, from and against any and all suits, proceedings, actions, demands, losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which BECIL may become subject, insofar as such losses arise out of, in any way relate to, arise or result from:

- a) Deficiency in the Bidder's performance of its scope of service or breach of any of its obligations or scope of work.
- b) Actions by the Bidder that causes BECIL to be indirect or direct consequential, breach of the main contract.
- c) Any claims by employees, suppliers, creditors or other persons in a relationship with the Bidder.
- d) Any claims of infringement, misappropriation or otherwise by third parties in regard to the execution of the works.

12 CODE OF INTEGRITY

12.1 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/Client 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/Client related to EOI 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 EOI Process or to secure a contract.

13 CONFLICT OF INTEREST

Any Bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this EOI. 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 EOI 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 EOI process; or
- e) Participates in more than one bid in this EOI 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 EOI Document etc.)of this EOI 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 EOI document or specifications of the EOI 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 EOI process and execution of the Contract.

14 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/Client 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 Bharatiya Nyaya Sanhita, erstwhile known as the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle BECIL 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.

15 UNLAWFUL/UNETHICAL PRACTICES

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

15.2 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.

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

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

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

16.2 Cancellation/ termination of the Contract with the liberty to recover the accrued losses/damages by the Bidder from the dues payable to the bidder in the present or any contract with BECIL, including imposition of penal damages.

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

17 BLACKLISTING/ DEBARMENT

17.1 The Bidder/Contractor shall be debarred/blacklisted from bidding for the contract/EOI

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 EOI 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.

18 RISK AND COST CLAUSE

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

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

18.3 Bidder's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to Bidder including unexecuted portion of work/ supply does not appear to be executable within balance available period.

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

18.5 Non completion of work/ Non-supply by the Bidder within scheduled completion/delivery period as per RFP or as extended from time to time, for the reason attributable to the Agency/ Bidder.

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

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

19 PENALTIES

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

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

20 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.

21 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.

22 TERMINATIONS

a. Termination of Contract by BECIL due to unsatisfactory performance

a) If the Bidder refuses or fails to execute the specified quantum of work or any separate part thereof with diligence or ensure its completion within the time specified in the RFP, or subsequent work order issued thereto, then it shall be open to BECIL at its option by written notice to the

Agency/Bidder to:

b) To terminate the contract without prejudice to any other remedy available under the Contract. That a notice of cure, highlighting the deficiency or problem shall be served on the Agency /Bidder by BECIL, with an opportunity to cure the same within a period of 15 days. That on the non-resolution of deficiency, a notice of termination shall be served on the Agency/Bidder and the Contract shall be deemed terminated after a period of 15 days from the date of notice of termination.

b. Termination due to Breach

a) BECIL may, without prejudice to any other remedy available for the breach of contract, may terminate the contract in sub-sequence to non –resolution of deficiency after the service of a notice of cure with a window period of fifteen days. After the end of the cure period, a 15 (fifteen) days' notice shall be served on the Agency/ Bidder, and the contracts shall be deemed terminated after the end of the period of fifteen days from the date of notice of termination.

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

- (i) If the Bidder has abandoned or repudiated the Contract;
- (ii) If the Bidder has without valid reason failed to commence work on the project promptly;
- (iii) If the Bidder has persistently failed to execute the works/express deliverable in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;
- (iv) If the Bidder defaults in proceeding with the works/job with due diligence and continues to do so after a notice in writing of fifteen (15) days from BECIL;
- (v) If the Bidder has obtained the contract as a result of undue of influence or adopted unethical means/ corrupt practices.
- (vi) if the information submitted/furnished by the Bidder is found to be incorrect;

c. Termination due to Insolvency

a) If the Agency/Bidder dissolves or become bankrupt or insolvent or cause or suffer any receiver to be appointed for its business of any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, then BECIL shall be at liberty :-

b) To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by a fifteen day notice in writing to the Agency/Bidder or to give the Receiver or

liquidator or other person, the option of carrying out the contract subject to its providing a guarantee upto an amount to be agreed upon by BECIL for due and faithful performance of the contract.

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.

23 POST TERMINATION RESPONSIBILITY

23.1 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.

23.2 That any pending bills raised by the Bidder, prior to or post the termination of the Contract on account of the breach of the terms and conditions of the contract, shall be put on hold, till the time, the corresponding payment is received from the Client and any amount deducted by the Client against the bills raised by BECIL shall be consequently deducted from the bills raised by the Bidder respectively.

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

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

24 NOTICES

24.1 Any notice, invoice, approval, advice, report or notification in connection with this Contract shall be in writing and any notice or other written communication pursuant hereto shall be signed by the party issuing the same and shall be addressed to the BECIL or the Bidder and may be given by delivering the same by hand or sending the same-by prepaid registered mail, official e-mail or facsimile to the relevant address forth below or such other address as each Party may notify in writing to the 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:

**Mr. Binay Kumar Tiwari, DGM,
BECIL Broadcast Engineering Consultants India Ltd,
C-56/ A-17, Sector-62,
Noida-201307, U.P., India.
Email: binaytiwari@becil.com**

25 NO WAIVER

25.1 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.

26 AMENDMENT:

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

27 ARBITRATION

27.1 Conciliation of Dispute

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

difference(s)/issue(s) to enable the other Party to be fully informed as to the nature of the dispute(s)/ difference(s)/issue(s), as well as the amount of monetary claim.

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

27.2 Reference of Dispute to Arbitration proceeding post conciliation

a) In the event of failure in mutual resolution of the issue, any dispute(s)/ controversy(s)/ issue(s) arising out of or in connection with the contract, including any question regarding its

existence or validity shall be referred to and finally resolved by Arbitration administered by the Delhi International Arbitration Centre as per the Delhi International Arbitration Centre proceeding Rules 2023.

- b) The Aggrieved party wishing to refer a dispute to Arbitration shall give a notice to the Defaulting Party specifying all the points of dispute(s) with details of corresponding the claim amount.
- c) The Arbitration Proceeding shall commence within a span of **thirty days** from the date of receipt of Invocation Notice complete in all respects as mentioned above,
- d) The dispute(s)/ difference(s)/controversy(s) shall be adjudicated by a single/sole Arbitrator empaneled with the Delhi International Arbitration Centre.
- e) The seat of Arbitrations shall be at New Delhi and the Arbitration proceeding shall be conducted in English.
- f) The award of Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by both the parties.
- g) The provision of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time shall apply to the Arbitration proceedings under this Contract.
- h) That any claim of damage(s) or losse(s) incurred by BECIL as a consequence of the invocation of the litigation/arbitration proceeding owing to the suspension or abandonment of work by the Bidder/Agency shall be reimbursed by the Bidder/Agency.
- i) That if BECIL considers that a dispute under this contract, involves an issue that is related to a dispute under the main contract, then in that event, the Bidder shall assist the main contract, then in that event, the Bidder during the course of arbitration/legal proceedings emanating from the main contract. Then in that event of initiation of arbitration/legal proceeding , under the main contract , no dispute tied directly to the main contract shall be concurrently referred by the Bidder

28 JURISDICTION

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

29 Force Majeure

29.1 For the purpose of this Contract, the term "Force Majeure" shall mean an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance ,and which makes a Party's performance of its obligations hereunder impossible or impractical as reasonable to be considered impossible in the circumstance, inclusive of but not limited to war, riots, civil disorder, earthquake, fire, strikes, lockouts or other industrial action (except where such strikes lockouts or other industrial action are within the power

of the Party invoking Force Majeure to prevent) , confiscation or nay other action by the Government Agencies.

29.2 Force Majeure shall not include (i) any event which is the caused by the negligence or intentional action of a Party or by of such Party's agents or employees, nor (ii) any event which a diligent party could reasonably have been expected both to take into account at the time of the acceptance of the work order under this RFP, and avoid or overcome with persistent effort in carrying out its respective obligations.

29.3 In the case of failure to perform this Agreement due to any force majeure, neither party shall be liable for such failure, and this Agreement shall be terminated automatically, if the persistence of such force majeure event continues for more than three months. In the case of failure to perform any part of this Agreement due to any force majeure, the party suffering from such force majeure may be exempted from corresponding liability to the extent of the impact of such force majeure. However, such party shall continue to perform other obligations under this Agreement which have not been affected by such force majeure.

30 SUBCONTRACTING

30.1 The Bidder shall not subcontract the entire or any portion of the work to be performed by it, without the prior written consent of BECIL.

31 EXTENSION OF TIME

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

31.2 Any period within which Bidder is unable to complete the work or perform its obligations due to persistence of force majeure event, shall be extended for a period equal to the time during which the Bidder was unable to perform such action.

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

32 ASSIGNMENT:

32.1 All terms and provisions of this RFP and subsequent Contract/ Agreement / work order with the successful Bidder shall be binding on both the parties and their respective successors and

permitted assigns.

32.2 Subject to clause mentioned above, the selected Agency shall not be permitted to assign its rights and obligations, under the Contract/ Agreement / work order, to any third party.

32.3 BECIL may assign or novate all or any part of the Contract/ Agreement / work order and the Agency shall be a party to such novation, to any third party contracted to provide outsourced services to BECIL or any of its nominees.

33 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.

34 SEVERABILITY:

34.1 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.

35 ENTIRE CONTRACT:

35.1 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.

36 LIQUIDATED DAMAGES

36.1 If the Bidder fails to achieve the completion of the work in accordance with the scheduled completion date as given in the Contract or the subsequent Work Order issued thereto, BECIL may without prejudice to any other right or remedy available to it as under the Contract or Law:

36.2 In case of any liquidated damages imposed on BECIL by the Client, BECIL shall pass on the entire quantum of liquidated damages to the bidder/ selected agency on back-to-back basis.

36.3 The amount towards Liquidated Damages shall become leviable from the scheduled completion date or from the expiry of the extension, if any, given by BECIL without the levy of Liquidated damages.

36.4 BECIL may without prejudice to its right to effect recovery by any other method, deduct the amount of Liquidated Damages from any money belonging to the Bidder which has become due or payable (which shall also include BECIL's right to claim such amount against Bidder's Bank Guarantee) from this Contract or any other contract with BECIL.

36.5 Any such recovery of Liquidated Damages shall not in any way relieve the Bidder from any of its obligations to complete the works or from any other of its other obligation and liabilities under the Contract.

37 POWER OF ATTORNEY

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

38. SIGNING OF NON-DISCLOSURE AGREEMENT

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

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

39. MSME

39.1. 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.

39.2. Since the payment is agreed to be on back-to-back basis upon receipt by BECIL from the Client, the Bidder agrees to waive 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.

39.3. The bidder to give the undertaking as per **Annexure – M**, on a non-judicial stamp-paper of Rs. 100.

40. SPECIAL TERMS AND CONDITIONS

40.1 Compliance with labour law

The Bidder shall be responsible for fulfilling all his obligations towards the person(s) deployed under the labour laws namely Industrial Disputes Act, Minimum Wages Act, Workmen Compensation Act, the Contract Labour (Regulation and Abolition) Act, EPF Act, Payment of Wages Act, ESI Act, Bonus Act, Maternity Benefits Act, Earned Leave, Shops & Establishments Act, Factories Act, or other labour rule, regulation applicable and amended from time to time. ESI & EPF registration certificate to be uploaded with bid documents without fail.

40.2 Insurance

The Bidder, within the Contract price shall arrange, secure and maintain during execution of the Contract, insurance as may be necessary or required by law for purpose of this Contract and for all such amounts to protect the interest of BECIL against all risks as detailed herein. The Bidder shall deposit copy of Insurance Policy/Policies along with copies of Receipts for premium to the Employer within 15 (fifteen) days of mobilisation at site or such other lesser time as is necessitated by the work, failing which BECIL shall have the right to take out Insurance covers at Bidder's expenses and deduct the amount of such premium paid/ to be paid from any money due or becoming due to the Bidder, without prejudice to any other rights of the Employer.

40.3 Payment

40.3.1 **Performance Bank Guarantee (PBG):** In case the said EOI is awarded to BECIL and subsequent submitted financial bid is also accepted for award of work, the PBG as applicable shall be payable by the selected bidder on back to back basis as per the terms and conditions of Client's EOI and subsequent tender. The bidder must submit an undertaking in the bid stating that "they will provide the PBG in accordance with the timeline and the terms and conditions outlined in the client's EOI.

40.3.2 All vendor payments shall be released only after payment receipt from Client on certification / receipt of the work Completion from AIIMS .

40.3.3 All payments in the Project to the selected agency/consortium / Sub-contractor(s) shall be on back-to-back basis only subject to receipt of corresponding payment from the client. An advance payment may be made to the selected agency, only if BECIL, receives an advance from the customer, **provided the selected agency submits a bank guarantee (BG) of 110% of amount to BECIL in addition to the PBG.**

40.4 Guarantee and warranty

The Guarantee/Warranty covering materials and workmanship, along with After-Sales Service Support, shall be as per the AIIMS EOI document and its subsequent amendments.

SECTION – V

SCOPE OF WORKS

41. SCOPE OF WORK/SCHEDULE OF REQUIREMENTS

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

Client's EOI reference no.01/CF/EOI/2025-26 dated: 18/03/2026 for Digital AIIMS at New Delhi'
Website: <https://eprocure.gov.in/eprocure/app>

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

SECTION –VI

ELIGIBILITY CRITERIA AND EVALUATION

42.

ELIGIBILITY CRITERIA AND EVALUATION

| S. No. | Requirement | Specific Requirements | Documents Required |
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| 1 | Legal Status & Eligibility | <p>The Bidder should be an entity registered in India under the Companies Act, 1956/2013, LLP Act, 2008, Partnership Act, 1932.</p> <p>OR</p> <p>A Parastatal/Government Organization, as applicable, with a registered office in India.</p> <p>OR</p> <p>An entity acting as a lead bidder with Consortium partners/ Sub-contractor(s) comprising a maximum of two (2) members in addition to the lead bidder.</p> <p>Lead bidder shall be an IT/ICT company.</p> <p>Together with consortium partners/ Sub-contractor(s) the lead bidder should be able to bring all the services expected in the scope of work.</p> | <p>Copy of Certificate of incorporation / Registration In case of an entity bidding along with consortium partners/ Sub-contractor(s), the Lead Bidder would need to submit an agreement with the other consortium partners/Sub-contractor(s) (i.e., consortium Agreement) for the contract clearly indicating the division of work and their relationship.</p> |
| 2 | HMIS Implementation experience of Bidder or its consortium partners / Sub-contractor(s) entities | <p>Condition For Bidder : The Bidder should have experience in at least one (1) ongoing or completed HMIS / HIS / EMR project in India during the last five (5) years, with a minimum project value of INR 3.5 Crores The project should be implemented in a single-location or multi-location healthcare setup with comprehensive hospital facilities.</p> <p>The implementation should cover hospitals with a minimum of 500 beds at a single location, and cumulatively at least 3,000 beds across all locations. The solution should be capable of handling high patient volumes, with experience of managing more than a minimum of 15 lakh OPD visits and 1.5 lakh IPD admissions annually.</p> | <p>Work Completion Certificates from the client.</p> <p>OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor/ CA indicating the value of payment received against the work order(s)) (In the above case the value of payment received shall be greater than or equal to the amount mentioned in the eligibility criteria).</p> <p>OR</p> <p>Work Order + Completion Certificate from the client indicating the amount of</p> |

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| | | <p>Capable of handling $\geq 5,000$ OPD/day and ≥ 500 IPD/day.</p> <p>The solution should be integrated with PACS / Tele radiology / Teleconsultation systems. Ongoing projects, if any, should have reached steady-state operations as on the date of EOI submission.</p> | <p>payment made against the work order.</p> <p>OR</p> <p>Work Order + Phase Completion Certificate from the client indicating the amount of payment made against that Phase. (In the above case the value of payment received shall be greater than or equal to the amount mentioned in the eligibility criteria). (Note: The Work Order/ Completion certificate / Phase the Completion Certificate should clearly depict the date, scope of work and the value of the project. Only software development along with maintenance plus support cost will be considered. Hardware, hosting or any other such cost will not be considered.) Proof for performance of application: Screenshot of the dashboard reflecting the required number of OPD visits and IPD admissions, duly certified by the client along with the public URL of the dashboard.</p> |
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| 3 | <p>Academics and Research Solution Implementation on experience of Bidder or its Consortium/ Sub-contractor(s) entities.</p> | <p>The Bidder should have experience in at least one (1) ongoing or completed Academics and Research management project in India during the last five (5) years, in a government medical college/Private Medical College/University or TOP 100 NIRF colleges.</p> | <p>Work Completion Certificates from the client.</p> <p>OR</p> <p>Work Order + Self Certificate of Completion (Certified by the Statutory Auditor/ CA indicating the value of payment received against the work order(s)) (In the above case the value of payment received shall be greater than or equal to the amount mentioned in the eligibility criteria).</p> <p>OR</p> <p>Work Order + Completion Certificate from the client indicating the amount of payment made against the work order.</p> <p>OR</p> <p>Work Order + Phase Completion Certificate from the client indicating the amount of payment made against that Phase. (In the above case the value of payment received shall be greater than or equal to the amount mentioned in the eligibility criteria).</p> <p>(Note: The Work Order/ Completion certificate / Phase the Completion Certificate should clearly depict the date, scope of work and the value of the project. Only software development along with maintenance plus support</p> |
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| | | | <p>cost will be considered. Hardware, hosting or any other such cost will not be considered.)</p> <p>Three (3) case studies with references to be submitted.</p> |
| 4 | Technical Capability of Bidder | <p>The bidder should have experience in ongoing or completed projects in IT Transformation project / ICT Project / IT & ITES projects(excluding hardware, consulting, transaction services, advisory services and FMS services) with Central Government / State Government / PSUs in the last five (5) years in India comprising minimum of</p> <p>One (1) Project of value not less than INR 10 crores OR Two (2) Projects of value not less than INR 7 crores each OR Three (3) Projects of value not less than INR 6 crores each.</p> <p>The ongoing projects should have reached the steady state of operations as on the date of submission of bid</p> | <p>Work Completion Certificates from the client. OR Work Order + Self Certificate of Completion (Ongoing) (Certified by the Statutory Auditor/ CA indicating the value of payment received against the work order(s)) (In the above case the value of payment received shall be greater than or equal to the amount mentioned in the eligibility criteria). OR Work Order + Completion Certificate from the client indicating the amount of payment made against the work order. OR Work Order + Phase. Completion Certificate from the client indicating the amount of payment made against that Phase. (In the above case the value of payment received shall be greater than or equal to the amount mentioned in the eligibility criteria).</p> |

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| | | | <p>(Note: The Work Order/ Completion certificate / Phase the Completion Certificate should clearly depict the date, scope of work and the value of the project. Only software development along with maintenance plus support cost will be considered. Hardware, hosting or any other such cost will not be considered.)</p> <p>Three (3) case studies with references to be submitted.</p> |
| 5 | <p>AI & ML Project Experience in Healthcare Domain by bidder or Consortium partners/ Sub-contractor(s)</p> | <p>The Bidder should have experience in ongoing or completed AI & ML-based Healthcare IT projects, including development, deployment, and operationalization of Artificial Intelligence & Machine Learning solutions such as clinical analytics, predictive modelling, medical data analytics, imaging analytics, decision support systems, automation, or similar AI-driven healthcare applications.</p> <p>The projects should have been executed for Central Government / State Government / PSUs/ Private Organisations in India during the last five (5) years, under IT Transformation / ICT / IT & ITES projects (excluding hardware supply, pure consulting, advisory, transaction-based services, and Facility Management Services).</p> <p>The Bidder must meet any one of the following criteria:</p> <p>One (1) AI / ML project of value not less than INR 1 Crores; OR Two (2) AI / ML projects, each of value not less than INR 50 Lakhs;</p> <p>OR</p> | <p>Work Completion Certificates from the client.</p> <p>OR</p> <p>Work Order + Self Certificate of Completion (Ongoing) (Certified by the Statutory Auditor/ CA indicating the value of payment received against the work order(s)) (In the above case the value of payment received shall be greater than or equal to the amount mentioned in the eligibility criteria).</p> <p>OR</p> <p>Work Order + Completion Certificate from the client indicating the amount of payment made against the work order.</p> <p>OR</p> <p>Work Order + Phase. Completion Certificate from the client indicating the amount of payment made against that Phase. (In the</p> |

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| | | <p>Three (3) AI / ML projects, each of value not less than INR 25 Lakhs.</p> <p>In case of ongoing projects, the AI / ML solution(s) must have achieved steady-state operations as on the date of submission of the bid.</p> | <p>above case the value of payment received shall be greater than or equal to the amount mentioned in the eligibility criteria). (Note: The Work Order/ Completion certificate / Phase the Completion Certificate s Three (3) case studies with references to be submitted.</p> |
| 6 | <p>IoT / IoMT Project Experience in Healthcare Domain by bidder or Consortium partners/ Sub-contractor(s)</p> | <p>The Bidder should have experience in ongoing or completed IoT / IoMT-based Healthcare IT projects, involving design, development, deployment, integration, and operation of Internet of Things (IoT) / Internet of Medical Things (IoMT) solutions such as medical device integration, remote patient monitoring, smart wards, asset tracking, biomedical equipment monitoring, real-time data acquisition, sensor-based systems, or similar healthcare IoT implementations.</p> <p>The projects should have been executed for Central Government / State Government / PSUs/Private Organisations in India during the last five (5) years, under IT Transformation / ICT / IT & ITES projects (excluding pure hardware supply, consulting, advisory, transaction-based services, and Facility Management Services). The Bidder must meet any one of the following criteria:</p> <p>One (1) IoT / IoMT project of value not less than INR 50 Lakhs;</p> <p>OR</p> <p>Two (2) IoT / IoMT projects, each of value not less than INR 25 Lakhs;</p> <p>OR</p> | <p>Work Completion Certificates from the client.</p> <p>OR</p> <p>Work Order + Self Certificate of Completion (Ongoing) (Certified by the Statutory Auditor/ CA indicating the value of payment received against the work order(s)) (In the above case the value of payment received shall be greater than or equal to the amount mentioned in the eligibility criteria).</p> <p>OR</p> <p>Work Order + Completion Certificate from the client indicating the amount of payment made against the work order.</p> <p>OR</p> <p>Work Order + Phase. Completion Certificate from the client indicating the amount of payment made against that Phase. (In the above case the value of payment received shall be greater than or equal to</p> |

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| | | <p>Three (3) IoT / IoMT projects, each of value not less than INR 10 Lakhs.</p> <p>In case of ongoing projects, the IoT /IoMT solution(s) must have achieved steady-state operations as on the date of submission of the bid.</p> | <p>the amount mentioned in the eligibility criteria). (Note: The Work Order/ Completion certificate / Phase the Completion Certificate should clearly depict the date, scope of work and the value of the project. Only software development along with maintenance plus support cost will be considered. Hardware, hosting or any other such cost will not be considered.)</p> <p>Three (3) case studies with references to be submitted.</p> |
| 7 | Turnover from IT/ ITeS Projects of the Bidder | Average annual turnover \geq INR 45 Crores for FY 2022–23, 2023–24, 2024–25. Positive net worth as on 31 March 2025. | Audited financials / Statutory Auditor Certificate |
| 8 | Manpower Capacity | The Bidder should have at least 40 full time employees , as on the date of bid submission, on its rolls in the area of software development and/or software implementation and/or system integration. Out of the above, a minimum of 20 personnel full time employee should be deployed or deployable for HMIS/HIS/EMR implementation and support, as on the date of bid submission. | Certificate from HR Head/Company Secretary clearly specifying the number of resources as on the date of the bid submission on its roll. |
| 9 | Cybersecurity , Compliance & Certifications of the bidder | The bidder must have the following valid certifications: 1) Certifications: – ISO 9001:2008 – Quality Management System – ISO/IEC 27001:2013 - Information Security Management System – ISO/IEC 20000-1 2011 – IT Service Management System – CMMI Level III or above _SOC-2 Certification (Preferable to have). | Copies of valid certificates |

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| 10 | Cybersecurity , Compliance & Certifications of the bidder or Consortium partners/ Sub-contractor(s) | The bidder must have the following valid certifications: i. Compliance with MeitY / NIC and NHA/ABDM. ii. Compliance with NABH Digital Health Standards for HIS/EMR Systems. | Copies of valid certificates |
| 11 | Tax Registration and Clearance | The bidder must possess a valid: i. Goods & Services Tax (GST) Registration ii. Income Tax Registration /PAN iii. EPF/ESIC | Copies of relevant certificates of registration |
| 12 | IP Authorization of the bidder / Consortium partners/ Sub-contractor(s) | The bidder should be the Intellectual Property (IP) owner of the proposed solution. | Valid authorization declaring the IP ownership of the solution. |
| 13 | Blacklisting Status of the bidder & Consortium partners/ Sub-contractor(s) | The Bidder & Consortium partners/ Sub-contractor(s) must not be lacklisted/debarred/banned/Restricted by any union Government/State Government/PSU. | Undertaking by the Authorized Signatory of the Bidder and Consortium partners/ Sub-contractor(s). |
| 14 | Annexures/Undertaking | All Annexure and Undertakings/ information requested by client in EOI document should be submitted to BECIL on back to back basis. | Relevant annexures as per bidder eligibility to be provided as per original EOI. |
| 15 | Insolvent | The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing. | Certificate by the CA issued in Current Financial Year. |
| 16 | Solvency | Bidder must have the solvency / credit facility / financial capability from the bank for minimum value of 5.00 Cr | Certificate/ Sanction letter from the Bank in the current F.Y 2025-26. |

43. PRELIMINARY EVALUATION

41.1 BECIL shall evaluate the proposals to determine that they are complete, technically complying, no computational errors have been made, required documents as mentioned in the EOI have been

furnished, the documents have been properly signed and the response is generally in order.

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

41.3 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.

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

44. EVALUATION PROCESS

44.1 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.

44.2 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.

44.3 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/EOIs.

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

44.4.1 Evaluation of proposals shall be based on:

44.4.2 Information contained in the proposal, the documents submitted there to and clarifications provided, if any.

44.4.3 Experience and Assessment of the capability of the bidders based on past record.

44.5 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.

44.6 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.

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

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

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

44.8 The Financial Evaluation of the Bidders will be done only for those who qualify the Eligibility Criteria and other mentioned criteria (Max marks in Evaluation of Experience) of the Eol.

Evaluation of EOI

Evaluation of Experience

| Technical Criteria | Score | Maximum Marks |
|---|---|---------------|
| Cloud service provider capabilities (Bidders are required to submit documentary evidence) | 1 Project – 1 Mark 2 Projects – 3 Marks 3 Projects – 5 Marks | 5 Marks |
| Hosting infrastructure experience (Bidders are required to submit documentary evidence) | 1 Project – 1 Mark 2 Projects – 3 Marks 3 Projects – 5 Marks | 5 marks |
| HMIS Experience (Bidders are required to submit documentary evidence as per Annexure – VI of client EOI Proposed Bidder Eligibility Criteria) | 1 Project – 3 Mark 2 Projects – 6 Marks 3 Projects – 10 Marks | 10 marks |
| Academic Management solution Experience Note: (Bidders are required to submit documentary evidence as per Annexure – VI Proposed Bidder Eligibility Criteria) | 1 Project – 1 Mark 2 Projects – 3 Marks 3 Projects – 5 Marks | 5 marks |
| Research Management solution Experience Note: (Bidders are required to submit documentary evidence as per Annexure – VI Proposed Bidder Eligibility Criteria) | 1 Project – 1 Mark 2 Projects – 3 Marks 3 Projects – 5 Marks | 5 marks |
| Application integration Experience Note: (Bidder are required to submit documentary evidence duly signed and stamped from Competent authority) | 1 Project – 1 Mark 2 Projects – 3 Marks 3 Projects – 5 Marks | 5 marks |

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| <p>Experience of large-scale change management in Govt. digital health projects (Min 10K users)</p> <p>Note: (Bidders are required to submit documentary evidence from the client user duly signed and stamped from competent authority)</p> | <p>1 Project – 3 Mark 2 Projects – 6 Marks 3 Projects – 10 Marks</p> | <p>10 marks</p> |
| <p>Experience of past collaborative projects among the bidding entities in Govt. sector.</p> <p>Note: (Bidders are required to submit documentary evidence as per Annexure – VI Proposed Bidder Eligibility Criteria)</p> | <p>1 Project – 1 Mark 2 Projects – 3 Marks 3 Projects – 5 Marks</p> | <p>5 marks</p> |

Application Demonstration and presentation

| Domain | Score | Maximum Marks |
|------------------------|--|---------------|
| HMIS | <p>10 modules- 2 Marks More than 10 less than 15- 3 Marks Above 15 module – 5 Marks UI/UX – 5 Marks Mobile app- 2 Marks Equipment integration- 3 Marks</p> | 15 Marks |
| Academic | <p>5 modules- 2 Marks More than 5 less than 10- 3 Marks Above 10 module – 5 Marks UI/UX – 3 Marks Mobile app- 2 Marks</p> | 10 Marks |
| Research | <p>5 modules- 2 Marks More than 5 less than 10- 3 Marks Above 10 module – 5 Marks UI/UX – 3 Marks Mobile app- 2 Marks</p> | 10 Marks |
| AI/ML | Per use case 1 Marks (Max 5 use cases) | 5 Marks |
| Technical presentation | <p>Solution Architecture Functional Architecture Synchronization Architecture Transition Plan Application adoption Plan Project Management plan</p> | 10 Marks |

45. FINANCIAL EVALUATION:

45.1 BECIL will seek price quote from the bidder/consortium partner / Sub-contractor(s) subsequent to receipt of request and BOQ format from client after selection of our EOI response.

45.2 Bidders are advised to quote the lump sum amount of the BOQ as per the Price bid format provided. The successful bidder will be determined as per Annexure-VII of Client EOI **(to be shared after selection of partner)**

45.3 Selected bidder may be called for further negotiations, if required.

45.4 A Pre-Bid agreement shall be signed by BECIL with the successful bidder.

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

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

SECTION –VII

ENCLOSURES AND ANNEXURES

PRE-CONTRACT INTEGRITY PACT

Between

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

And

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

Preamble:

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

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the EOI 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 EOI 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 EOI process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the EOI 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 EOI process or the contract execution.
- c) The Principal will exclude all known prejudiced persons from the process.

1.2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Office and in addition can initiate disciplinary actions.

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

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

b) The Bidder(s) Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder(s) Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s) Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" Shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only.

e) The Bidder(s) Contractor(s) will, when presenting himself, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract/Agreement.

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

Section 3 – Disqualification from EOI 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 EOI 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 EOI 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 EOI process.

5.2. If the contractor makes incorrect statement on this subject, he can be disqualified from the EOI 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 EOI 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 may 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 consortium/ Sub-contractor(s), this agreement must be, signed by all partners or consortium members/ Sub-contractor(s).

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

FOR AND ON BEHALF OF CONTRACTOR

FOR AND ON BEHALF OF PRINCIPAL

Annexure-B (BANK MANDATE FORM)

यूनियन बैंक Union Bank of India

एक भारतीय राज्य उद्योग A Government of India Undertaking



(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: UBININBNDL
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, 1 st Floor, D Block, Connaught Place, New Delhi, 110001. |
| iv | BSR Code | 549797 |
| v | MICR | 110026046 |
| vi | SWIFT CODE | UBININBNDL |
| 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

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) |
| 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 EOI amount. (Furnish details in a separate sheet and enclose copy of the employers certificate) | |
| 13. | Specify the maximum value of single work executed in the past three years. | |
| 14. | Status and details of disputes/ litigation/ arbitration, if any. | |
| 15. | Certificate of financial capability / credit facility issued by the bank. | |

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 | 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.

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: _____

Performa of 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 120 days from the date of submission of the Bid.

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

Signature of Authorized Signatory

Place: _____ Date: _____
Address: _____ Mobile: ___ Email ID: _____

Bid Covering Letter

To
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
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 <120> days as stipulated in the EOI document.

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

Signature of Authorized Signatory

Place: _____ Date: _____
Address: _____ Mobile: ___ Email ID: _____

Credentials Summary

| S. No. | Project Name | Client Name | Client Type | Project Value (in INR) | 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: _____

Self-Declaration For Non Black Listing

ON BIDDER'S LETTER HEAD

Bidder Ref. No. Dated :

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

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

M/s has not been found guilty of any criminal offence by any court of law in India or abroad.

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

Yours faithfully For,

Signature of Authorized Signatory Place: _____ Date: _
Address: _____ Mobile: ___ Email ID: _____

)

Undertaking Regarding Payment Of GST/ Filing Of GST Return

Ref.....

Date To,

The Chairman and Managing Director,

Broadcast Engineering Consultants India Limited, 56-A/17, Block-C, Sector-62, Noida-201307 (U.P.)

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

Dear Sir,

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

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

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

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

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

Signature of Authorized Signatory on behalf of Agency Address: ____

Mobile: _____ Email ID: _____

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

KNOW ALL MEN BY THESE PRESENTS,

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

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

Date _____.

For **Name of Bidder**,

Executed

Accepted Witnesses

-

LAND BORDER DECLARATION CERTIFICATE

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

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 EOI 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)

Consortium/ Sub-contractor(s) Agreement
(On Rs. 100 Non-Judicial Stamp Paper duly notarized by the Notary Public)

This Agreement is executed at Delhi on this -----2026 (“Effective Date”).

AMONGST

M/s, registered under the provisions of the Companies Act 2013, with its registered office at primarily engaging in the business of (Hereinafter referred to as "..... or Lead Member"), acting through Mr..... Authorized vide a Board Resolution dated -----which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns.

AND

M/s a company registered under the provisions of Companies Act, 2013, with its registered office at (hereinafter referred to as “Second Party”) acting through Mr. authorized vide a Board Resolution dated -----which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns.

AND

M/s a company registered under the provisions of Companies Act, 2013, with its registered office at (hereinafter referred to as “Second Party”) acting through Mr. authorized vide a Board Resolution dated -----which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns.

The Consortium consisting of M/s, Ms & M/s.....shall be referred to as consortium, individually referred to as “Party” and collectively as “Parties or Consortium Members”.

M/s shall be referred to as the ‘Lead Member’ of the Consortium.

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 (hereinafter called”) has issued an EOI vide EOI no. for “Digitization of AIIMS to as “Tender”/”Work”/”Project” (hereinafter called as Tender or or Primary Tender).

AND WHEREAS BECIL intends to participate in the aforementioned tender and published EOI No. dated (hereinafter referred as “BECIL’s EOI”) for selection of Backend Consortium for tender.

AND WHEREAS Parties have accepted to execute the agreement, in case of award of work by M/s BECIL and undertake to abide by all terms and conditions of such agreement signed thereof.

AND WHEREAS Parties have jointly accepted to collaborate and help BECIL to prepare and submit its competitive bid against the EOI for vide tender/EOI No.

AND WHEREAS the Consortium Member has signed a Power of Attorney in favor of the M/s.....as the Lead Member of the consortium.

AND WHEREAS, this consortium agreement is executed solely for the purpose to bid as a consortium for the EOI issued by BECIL pertaining to the Selection of Backend Consortium for

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

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

BECIL’s EOI & EOI and Power of Attorney shall be deemed to form and be read and construed as part of this Agreement.

2: GENERAL

2.1 PURPOSE

2.1.1 The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purpose of jointly participating in the bidding process for the selection of backend consortium against BECIL EOI No. EOI No.

2.1.2 The Parties hereby undertake to participate in the bidding process only through this Consortium and not individually and/ or through any other Consortium constituted for this EOI, either directly or indirectly or through any of their associates.

3: OBJECT AND COLLABORATION

2.1.3 The object of the Consortium Agreement is to define the principles and main provisions concerning the cooperation between the Consortium Members.

2.1.4 The Parties/ Consortium Members agree that the bid is binding on them and has been prepared by each of them with the aim of being complete, accurate, adequate and coordinated for the purpose of execution of the Project.

2.1.5 The Consortium Agreement shall supersede and prevail over all previous agreements either oral or in writing in respect to the association between the parties in respect of this tender/BECIL's EOI.

2.1.6 The parties shall be jointly and severally liable to M/s BECIL for the execution of the scope of a work and for the completion of their respective scope of work.

4: REPRESENTATION OF THE PARTIES

The Consortium represents to BECIL that as on date of signing this Agreement:-

4.1 The members of the Consortium are duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement.

4.2 That the execution, delivery and performance by each Consortium 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 Consortium Member is a party or by which Consortium Member or any of their properties or assets are bound or that is otherwise applicable to Consortium 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 Consortium Members so as to prevent such Parties from fulfilling their obligations under this Agreement.

4.3 That none of the Consortium Member has been black-listed by Central/ State Government or any other Government PSU and are not facing/ likely to face any disciplinary proceedings under Indian or under laws of any other country.

4.4 That aforementioned EOI is the legal and binding obligation of such Parties, enforceable in accordance with its terms against it;

4.5 That there is no litigation pending or, to the best of Consortium 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.

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

5: PROJECT BACKGROUND AND SCOPE OF WORK

5.1 Project Background

5.1.1 That M/s Broadcast Engineering Consultants India Limited, has issued an EOI No. for the selection of backend consortium for Participation in for

5.1.2 That the aforesaid EOI No.....with all the amendments or corrigendum (as available on the BECIL website) as well as scope of work contained therein, will be carried out by the parties, in case the work is awarded to the parties by BECIL.

6: SCOPE OF WORK

6.1 Scope of Work

6.1.1 The Scope of work of the Parties/ Consortium will be as per BECIL's EOI.

7: JOINT AND SEVERAL RESPONSIBILITIES OF CONSORTIUM MEMBERS

7.1 The Members of the Consortium shall be jointly and severally responsible for due performance of the scope of work as per EOI, compliance of all the terms and conditions of the EOI, in case the work is awarded to the parties by BECIL, and fulfilment of all obligations arising out of or in connection, all related Corrigenda, and any other amendment, this agreement or supplementary agreement relating to performance of this agreement. Any noncompliance by either party of the Consortium shall be treated as a breach of this agreement.

7.2 The parties hereby mutually agree that all of them shall remain as irrevocable members of this tie-up for the complete execution and completion of the BECIL Tender/Work/Project (as per scope of work mentioned in the BECIL EOI & subsequent work order/contract signed with BECIL).

7.3 Each party shall be individually responsible for the entire performance of the contract as per EOI, and not merely for any portion of scope of work allocated to it under any internal arrangement among the parties.

7.4 No internal arrangement, side arrangement or division of responsibilities among the parties shall relieve them of their joint and several responsibility/liability to BECIL.

7.5 The joint and several liability of the parties shall survive the termination, completion, or expiry of contract/work order as per EOI, until all obligations are fully discharged.

7.6 Any internal dispute, disagreement, non-payment, allocation issue, or any other internal matter/arrangement among the parties shall not:-

- a) Relieve the parties or party from performance of the EOI/RFP/ contract/work order;
- b) Constitute a ground for extension of time or additional cost;
- c) Give rise to any claim against BECIL.

8: DUTIES & OBLIGATIONS OF PARTIES

8.1 The preparation of the bid against BECIL's EOI have been undertaken jointly by the parties and second party authorizes the lead member to undertake any negotiation with BECIL in pursuance of BECIL's bid preparation and submission against EOI.....

8.2 For the efficient execution of the project, parties would formulate a General Standards of performance. The parties shall carry out the services outlined in the scope of work with due diligence and efficiency, and shall exercise such skill and care in the performance of the services as is consistent with recognized professional standards. The parties shall act at all times so as to protect the interests of the Client, BECIL and the Project.

8.3 The Consortium Members have read and understood the terms and conditions of the BECIL EOI and it agree to abide by these terms and conditions.

8.4 The Consortium Members confirm that they understood on-ground technical complications and they agree to have taken into consideration the manpower required on the basis of the scope of work.

8.5 That the Consortium Members have agreed to accept all the challenges with regard to time Overrun, Cost Overrun, payment terms & Liquidated Damages & Penalties and confirm, to abide by the timeline in-case the project is awarded.

8.6 That the Consortium Members have agreed to accommodate the change in scope of work by M/s BECIL whether or not incidental and ancillary, to achieve the objective as per this EOI & Tender requirement, without any additional cost to BECIL.

8.7 The Consortium Members shall appoint adequate number of team Lead, staff, and technical team staffs in order to execute the project within the prescribed timeline.

9: DUTIES AND OBLIGATIONS OF LEAD MEMBER OF THE CONSORTIUM

9.1 The Lead Member shall act as coordinator/single point of contact between the Parties and BECIL, for all matters related to the BECIL's EOI & Tender and Work Order or Contract Signed with BECIL in case the project is awarded, including but not limited to:-

- Communication
- Instructions
- Notices
- Submissions
- Clarifications

- Claims
- Correspondences

9.2 The Lead Member shall be solely responsible for coordinating and resolving any internal disputes, matters, disagreements or claims arising amongst the consortium member, BECIL shall deal exclusively with Lead Member only, in respect of all such matters, and no other member shall approach or correspond with BECIL regarding any internal issue. Any communication made by Lead Member to BECIL shall be deemed to be made on behalf of, and binding upon, all members of the consortium, BECIL shall not be concerned with, nor liable for any internal dispute, allocation of responsibilities etc. among the members.

9.3 Lead Member to ensure the technical, commercial and administrative coordination of the work project.

9.4 The Lead Member has been authorized by Consortium Members to receive instruction and incur liabilities for and on behalf of all parties.

9.5 In the event of project getting awarded, the Lead Member shall act as the only channel of communication between the authority of BECIL and the other Consortium Members / parties to execute the project/ Agreement.

10: COOPERATION OF THE TRANSACTION

10.1 All the parties agree to abide by the terms and conditions of this Agreement, including all applicable tender documents and provisions such as General Requirements, Commercial Aspects, and Evaluation and Acceptance Criteria of the EOI, which shall form an integral part of this Agreement.

10.2 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.

10.3 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 EOI No.
.....

11: PERIOD OF AGREEMENT

11.1 The agreement shall be valid from the date of signing of this agreement (“Effective Date”) to till the completion of the project & release of all payments thereof whichever is later. All obligations hereunder shall only apply during the term of this agreement and to such obligations and commitments in relation to the Tender/Work/Project under the scope of BECIL’s EOI, as may have been undertaken by the Parties during the Term with validity exceeding the Term.

12: PAYMENT AND COMMERCIAL

12.1 The Lead Member shall provision the requisite EMD/PBG as applicable to M/s BECIL.

12.2 The payment for the scope of work mentioned in the EOI shall operate on a back to back basis as per the EOI terms and conditions.

12.3 The Lead Member shall raise its invoices to BECIL, which will then raise the invoices to the Client (on the basis of the certified report for the execution of the work and after the receipt of the relevant documentary proofs from the Consortium Members).

12.4 Upon receipt of corresponding payment from the Client, BECIL shall disburse the payment to the lead member after the deduction of BECIL project management and consultancy fees.

12.5 All Invoices received from the Lead Member would be inclusive of all statutory taxes/ GST. BECIL will only consider invoices raised by lead member of consortium subject to submission of all relevant documents and in case the documents are not proper, the invoices shall be liable to be rejected by BECIL.

12.6 Notwithstanding anything contained in any other agreement, document, correspondence, arrangement between the parties in respect of BECIL EOI / Works / Projects, the Consortium Member understands, agrees and undertakes that:

a) The Consortium has participated in BECIL EOI and that all terms & conditions of the BECIL EOI shall apply to both the Consortium Members.

b) The payments terms between BECIL & Consortium are on back-to-back basis and the payment shall be released by BECIL only if and when received by BECIL from the Client and subject to terms & conditions of agreement and submission of complete required documents.

c) The (day) date of delivery of goods and/or rendering of services by the Consortium Member shall be the date or realization of payment from BECIL once the goods and/or services are accepted by client.

d) Consortium 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 Consortium Members. Further, consortium partners hereby agree that BECIL reserves the right for reimbursement of any such cost incurred out of the aforesaid noncompliance(s).

13: GENERAL TERMS & CONDITIONS

13.1 AGENCY

That all the members of the consortium shall be bound by the acts, deeds and representation of the Lead Member. That the current consortium is not an incorporated entity or an incorporated joint venture.

13.2 CONFIDENTIALITY

13.2.1 Consortium Members shall not make or permit to be made a public announcement or media release about any aspect of the Agreement unless BECIL gives its written consent.

13.2.2 That the Consortium Member agrees to keep confidential all information shared with it and disclose it to a third party only after taking prior written consent of each other. This clause excludes information available in public domain. The confidentiality provisions of this agreement shall remain in full force and effect during the term of this agreement and 12 months thereafter.

13.3 TERMINATION

13.3.1 That there shall be no change to the composition of the consortium during the subsistence of the term of this Agreement. That neither of the Party can terminate nor exit the consortium, and the said exit shall only be valid once, acceptance /approval for the same is granted by M/s BECIL.

13.4 ARBITRATION/DISPUTE RESOLUTION

13.4.1 That in the event of any dispute/ conflict among the members of the consortium, the same shall be resolved /settled through the process of mutual discussion and conciliation within a period of thirty days from the date of invocation of dispute by either of the party.

13.4.2 That on the failure of the resolution wither of the party shall have the liberty to invoke arbitration proceedings against the defaulting party by serving a notice. That the arbitration proceedings shall be adjudicated by a sole arbitrator, appointed with the mutual consensus of all the consortium members. That the arbitration proceedings shall commence within a period of thirty days from the date of arbitration.

13.4.3 That Lead Member and all the member of the Consortium shall continue the performance of the scope of work mentioned in EOI or the subsequent work order/contract/agreement signed with BECIL, during the adjudication of the arbitration proceedings.

13.4.4 That the Lead member along with the other members of the Consortium shall be jointly and severally liable to indemnify BECIL in case of any obstruction/ suspension/ delay abandonment or non-performance of the scope of work due to the invocation of arbitration proceedings.

13.5 INTELLECTUAL PROPERTY RIGHTS

13.5.1 The Consortium Members hereby undertake to ensure that while using any software, hardware, processes, and document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person/ Company. Consortium Members shall keep BECIL indemnified against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/ license terms or infringement of any Intellectual Property Rights by Consortium Members or their Team during the course of performance of the Services.

13.5.2 The Consortium Members would make no claim on the technology / algorithms used in servicing the clients either during the Agreement or ever later. The Parties agrees that consideration mentioned under commercial term of this Agreement is after taking into consideration the cost of intellectual property rights, if any, to be used under this Agreement and no further claim in this regard shall be entertained by BECIL. BECIL shall be kept indemnified by Consortium for any kind of breach of IPR of all the products/ services supplied by it under this Agreement.

13.6 INDEMNITY

13.6.1 The Consortium Members shall jointly and severally 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 Consortium Member;
- b) Any breach by the Consortium Members of any of its obligations under this Agreement or from any negligence under the Contract, including any errors or deficiencies in the performance its scope of work.

14 ASSIGNMENT AND SUB-CONTRACTING

14.1 Neither this agreement nor any of the rights and obligations under it can be assigned to third party by any of the consortium members. Parties may engage sub-contractors with mutual consent of BECIL.

15 GOVERNING LAW AND JURISDICTION

15.1 This agreement is governed by the laws of India and each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts at New Delhi, India.

15.2 The dispute/ claims arising out of the EOI and this agreement shall be subject to the jurisdiction of the competent courts at New Delhi, India.

16 WAIVER

16.1 The failure by Parties/ Members to enforce at any time or for any period any one or more of the terms or conditions of this agreement will not be a waiver by them or of the right at any time subsequently to enforce all terms and conditions of this agreement.

17 SURVIVAL

17.1 The Rights and obligations under this Agreement shall by their nature should survive and remain in effect after termination or expiration of this Agreement.

18 VARIATION

18.1 No variation to this agreement shall be effective unless, the same is approved by BECIL and the same is recorded in writing signed by a duly authorized officer of the BECIL.

19 LIQUIDATED DAMAGES

13.12.1 Any liquidated damages imposed by BECIL shall be levied among the parties in accordance with mutual sharing ratio agreed between the parties.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Consortium Agreement as of the date first above mentioned.

This Agreement has been signed on behalf of the parties by their respective duly authorized representatives as of the Effective Date.

M/s By: M/s By:

Name: Name:

Title: Title:

Signature of Witness: Signature of Witness:
Name: Name:
Title: Title:

POWER OF ATTORNEY (FOR CONSORTIUM / SUB-CONTRACTOR(S)

ON

RS. 100 STAMP PAPER (NOTARIZED)

WHEREAS, M/s Broadcast Engineering Consultants India Limited is **Mini Ratna**, Public Sector Enterprise, falling under the purview of the Ministry of Information and Broadcasting under the Government of India having its Registered Office at 56-A/17, Block-C, Sector-62, Noida -201301 (U.P.) and Head Office at 14-B IP Estate Ring Road, New Delhi -110002 and Corporate office at

That M/s BECIL floated a EOI document numbered Ref. No.
dated

for the

WHEREAS **M/s., M/s.** **[Insert names of all Members of Consortium / Sub-contractor(s)] & M/s.....[Insert names of all Members of Consortium/ Sub-contractor(s)]**, the members of the Consortium are desirous of submitting a Bid in response to the EOI **No., dated ,** if selected, undertaking the responsibility of implementing the Project as per the terms of the EOI;

WHEREAS the Consortium Members / Sub-contractor(s) have agreed under the Consortium Agreement dated *(The date of "Agreement")*, entered into between M/s..... and submitted along with the Bid to appoint M/s as the Lead Consortium Member to represent the Consortium for all matters regarding the EOI and the Bid;

AND WHEREAS pursuant to the terms of the EOI and the Agreement, we, the Members of the Consortium hereby designate M/s as the **Lead Member** to represent us in all matters regarding the Bid and the EOI, in the manner stated below:

Know all men by these presents, we do hereby constitute, appoint and authorize M/s *[Insert name and registered office address of the Lead Member]*, which is one of the Members of the Consortium/ Sub-contractor(s), to act as the Lead Member and our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of Bid in response to the EOI issued by M/s Broadcast Engineering Consultants India Limited including signing and submission of the Bid and all documents related to the Bid as specified in the EOI document, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document, which M/s Broadcast Engineering Consultants India Limited may require us to submit.

The aforesaid attorney shall be further authorized for making representations to M/s Broadcast Engineering Consultants India Limited and providing information/ responses to it and representing us and the Consortium in all matters before That M/s Broadcast Engineering Consultants India Limited named in the EOI, and generally dealing with all the matters in connection with the EOI till completion of the bidding process as well as implementation of the Project, if applicable, in accordance with the EOI.

We, as Members of the association, hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the EOI.

Insert the name of the executant Consortium Members/ Sub-contractor(s)] through the hand _____ of Mr./ Ms. _____duly authorized by the Board to issue such Power of Attorney.

Accepted
[Signature of Lead Member as Attorney]

..... **[Signature of Authorized Representative as Executant] [Name of Authorized Representative] [Designation of Authorized Representative]**

.....
[Signature of Other Member] [Signature of Authorized Representative as Executant, of other Member] [Name of Authorized Representative] [Designation of Authorized Representative]

.....
[Signature of Other Member] [Signature of Authorized Representative as Executant, of other Member] [Name of Authorized Representative] [Designation of Authorized Representative]

Witness

- 1.
- 2.

Attested: [Signature]
Date: (Notary Public)
Place:

(Annexure- N)

PRICE BID FORMAT
DIGITAL AIIMS

FORMAT SHALL BE SHARED ONCE THE EOI RESPONSE IS SELECTED BY CLIENT

MSME UNDERTAKING

(In case of consortium bidding, this undertaking is to be submitted by all the members)

(Annexure – O)

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

This Undertaking is made on this ___ day of _____, 2025, by: _____

M/s. [.....], 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 to BECIL.
2. BECIL through this EOI intends to onboard on agency / agencies for Supply of RFID Enabled Smart Card and Printing of Smart Card with hologram lanyard and PVC Card holder.
3. As per the terms of the EOI, BECIL shall release payment to the selected Bidder/bidders only after receiving the payment from the Principal Employer/client.

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

1. The bidder acknowledges and confirms that the BECIL shall be liable to make payments only upon receipt of corresponding payments from the Principal Employer/client. Accordingly, the bidder shall not raise any claims, demands, interest, compensation, or initiate any legal proceedings against the BECIL for any delay in payment arising out of delayed release of funds by the Principal Employer/client.
2. The Bidder waives any rights under the Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) or any similar legislation or regulation, to the extent such rights conflict with the agreed payment terms under the Subcontract Agreement. The bidder further waives its right to claim Interest on delayed payment by the BECIL, under the Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) or any similar legislation or regulation for the time being in force in India.
3. This obligation shall survive the termination or expiry of the Contract signed with the successful bidder selected through this EOI process.

Signature & Stamp of Bidder

(Annexure- P)

PRE-BID AGREEMENT

By and amongst

Broadcast Engineering Consultants India Ltd
(A Government of India Enterprise)
C56 / A 17 Block C Sector 62 Noida 201307

And

M/s

And

M/s

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SCHEDULE 1: DETAILED SCOPE OF WORK

PRE-BID AGREEMENT

This Pre-Bid Agreement is executed at Noida on thisth day of 2026 (“Effective Date”).

Between

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

AND

CONSORTIUM OF TECHNICAL PARTNERS

M/s, registered under the Companies Act, 2013, having registered office at acting through Mr. (hereinafter referred to as “Lead Member” or “.....”) which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns.

AND

M/s, registered under the Companies Act, 1956, with its registered office at acting through (hereinafter referred to as “Second Member” or “.....”) which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns.

AND

M/s, registered under the Companies Act, 1956, with its registered office at acting through (hereinafter referred to as “Second Member” or “.....”) which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns.

The Consortium Technical Partners consisting of M/s, M/s..... and M/s, hereinafter shall be jointly referred to as “Backend Consortium”,

BECIL, M/s M/s.....and M/s are individually referred to as “Party” and collectively as “Parties”.

ARTICLE 1: PREAMBLE

WHEREAS BECIL represents that it is an ISO 9001:2015, 27001:2013, ISO/IEC 20000:2012 certified, Mini Ratna, Central Public Sector Enterprise (CPSE) of Government of India, which was established on 24th March 1995. BECIL provides Project Consultancy services, Turnkey solutions, System

integration, Operation & Maintenance for the entire gamut of radio and television broadcast engineering. BECIL has also diversified into the domain of businesses pertaining to Strategic National Importance and has won major Projects/ Tenders in the field of Security & Surveillance, IT Networking & Data Centre and Communication Intelligence, Third Party Audit of Optical Fiber Networks.

WHEREAS M/s is a leading service provider of turnkey solutions in

WHEREAS M/s is a leading consultancy service provider of turnkey solutions in

WHEREAS M/s is a leading consultancy service provider of turnkey solutions in

WHEREAS (hereinafter called”) has issued a tender vide tender no. for “..... hereinafter referred to as “Tender”/”Work”/”Project” (hereinafter called as Tender or or Primary Tender).

WHEREAS BECIL published EOI No. (hereinafter referred as “BECIL’s EOI”) for selection of Backend Consortium for tender.

AND WHEREAS M/s with its Consortium Partner M/s have been selected as Backend Consortium through the BECIL’s EOI process.

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

AND WHEREAS BECIL & Backend Consortium have jointly accepted to collaborate to prepare and submit its competitive bid against the Tender for vide tender No. RFP No.

AND WHEREAS The Backend Consortium have signed a consortium agreement and defined M/s as “Lead Member” to deal with BECIL.

AND WHEREAS, this Pre-bid agreement is executed solely for the purpose to bid for the tender issued by for and may be superseded by an inter se agreement once the tender is awarded to BECIL.

AND WHEREAS, it is expressly understood and agreed by the Parties that this Agreement is contingent upon the award of the project to BECIL, and in the event that the said project is not awarded to BECIL for any reason whatsoever, this Agreement shall automatically become null and void, without any further obligation, liability, or claim arising between the Parties hereunder.

AND WHEREAS the parties agreed to join its hand on 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 Parties wish to work together with the understanding that BECIL shall act as the bidder (sole bidder) and Backend Consortium as Back end partners for participating in the

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

1.3.1 Tender for vide RFP No. and addenda/corrigenda thereof.

1.3.2 BECIL's EOI No.for selection of consortium partner for

1.3.3 Bid received for Backend Consortium against the BECIL's EOI.

ARTICLE 2: GENERAL

2.1. PURPOSE

2.1.1 BECIL, as the sole bidder, shall participate in the bidding process in primary tender of The other party shall function as a Backend Consortium to support BECIL in fulfilling its obligations under the bid.

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

2.2. Representation of the Parties: Backend Consortium represent to BECIL that as on date of signing this Agreement:

2.2.1 Backend Consortium is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement.

2.2.2 That the execution, delivery and performance by Backend Consortium of this Agreement has been authorized by all necessary and appropriate corporate or governmental action, and will not, to the best of its knowledge:

- a. Require any consent or approval not already obtained;
- b. Violate any Applicable Law presently in effect and having applicability to it;
- c. Violate the Agreement and articles of association, by-laws or other applicable organizational documents thereof;
- d. Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage contract, indenture or any other instrument to which Backend Consortium is a party or by which Backend Consortium or any of their properties or assets are bound or that is otherwise applicable to Backend Consortium;

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 Backend Consortium so as to prevent such Parties from fulfilling their obligations under this Agreement.

2.2.3 Backend Consortium has not been black-listed by Central/ State Government or any other Government PSU and are not facing/ likely to face any disciplinary proceedings under Indian or under laws of any other country.

2.2.4 That this aforementioned TENDER 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 Backend Consortium 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 Backend Consortium at the time of signing of this Agreement which is likely to concern or affect BECIL in any manner. If any such case is found pending, the agreement will automatically become invalid and the agency will be penalized by withholding the EMD/ PBG and legal action will be initiated as deemed fit by the competent authority. All ongoing and future business association with BECIL will also be terminated.

ARTICLE 3: PROJECT BACKGROUND AND SCOPE OF WORK

3.1 PROJECT BACKGROUND

This project envisages for SITC/ EOI /

.

3.2 SCOPE OF WORK

The detailed scope of work has been given in the Schedule- I to this Agreement. For the detailed scope of work Backend Consortium shall also refer to the primary tender document, its amendments in the form of addenda/corrigenda and subsequent contract signed between BECIL & in the event of award of tender.

ARTICLE 4: ROLES AND RESPONSIBILITIES

4.1 Both BECIL and Backend Consortium shall be jointly and severally responsible for compliance of all the terms and conditions of theEOI / RFP, this agreement and BECIL's contract with relating to performance of this agreement. Any noncompliance by either party of the Backend Consortium shall be treated as a breach of this agreement.

4.2 BECIL and Backend Consortium hereby mutually agree that both of them shall remain as irrevocable members of this tie-up for the complete execution and completion of Tender/Work/Project (as per scope of aforementioned BECIL's EOI & tender).

4.3 DUTIES & OBLIGATIONS OF BACKEND CONSORTIUM

4.3.1. Backend Consortium will supply entire range of goods & services for efficient completion of scope of works under the tender.

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

4.3.3. Backend Consortium has read and understood the terms and conditions of the tender and it agree to support BECIL in abiding by those terms and conditions.

4.3.4. Backend Consortium confirms that they understood on-ground technical complication and they agree to have taken into consideration the manpower required on the basis of the scope of work.

4.3.5. Backend Consortium has understood the requirement in terms of Right of Way (ROW), Terrain and other clearances required to execute the project. They agree to manage these requirements at their own cost without any liability on BECIL in this regard.

4.3.6. Backend Consortium have agreed to accept all the challenges with regard to Time Overrun, Cost Overrun, payment terms & Liquidated Damages & Penalties and confirm, to abide by the timeline in-case the project is awarded.

4.3.7. Backend Consortium has agreed to accommodate the change in scope of work by whether or not incidental and ancillary, to achieve the objective as per the tender requirement, without any additional cost to BECIL.

4.3.8. Backend Consortium have agreed to abide by all the terms on back to back basis as per the System Integrator duties and Obligations as specified in the tender.

4.3.9. Backend Consortium shall be responsible for the detailed Scope of Work at Clause 3.2 and Schedule 1 of this agreement.

4.3.10. Since payment conditions are on back to back basis and time is the essence of the project; Backend Consortium 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 coordinator/Project Management Consultant of the consortium

combined activities. Providing timely feedbacks and correspondences with the on the various stages of project deliverables.

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

4.4.3. To lead the contract negotiations of the work package with the authority.

4.4.4. BECIL is authorized by Backend Consortium partners to receive instruction and incur liabilities for and on behalf of all parties.

4.4.5. In the event of project getting awarded, BECIL shall act as the only channel of communication between the authority and the Consortium Partners / parties to execute the project/ Agreement.

4.4.6. In the event that a project office is required to be opened at, the same shall be established and maintained with the necessary office infrastructure, as may be required for the execution of the project.

4.4.7. In the event of award of the project to BECIL, BECIL shall deploy or appoint Project Coordinator(s), as required, to manage the project and ensure effective coordination with the client and Consortium Partners.

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 | BACKEND CONSORTIUM |
|--------|---|-------|--------------------|
| | PRE-BID RESPONSIBILITY | | |
| 1. | Pre-bidding site survey, if any | S | P |
| 2. | Fully complied technical bid response preparation as per tender Terms & Conditions. | J | J |
| 3. | Competitive commercial bid preparation as per tender | J | J |
| 4. | Documentation and correspondence with the customer. | P | N |

| S. NO. | Description | BECIL | BACKEND CONSORTIUM |
|--------|---|-------|--------------------|
| 5. | Provisioning of EMD/ Bid Security as per tender requirement. | P | S |
| 6. | Provision of Back to Back EMD except by MSE/Start Ups as per Gol guidelines. | 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 Presentation if required during the tender evaluation. | S | P |
| 10. | Any other relevant follow up, correspondence and meetings with customer. | P | S |
| | POST-BID RESPONSIBILITY (In the event of winning the contract) | | |
| 1. | Signing of contract/agreement with the/Letter of Acceptance (LOA) | P | N |
| 2. | Submission of PBG to | P | N |
| 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. | Coordination of Project execution in accordance with planned milestone. | P | S |
| 6. | On-site monitoring in order to ensure timely completion. | S | P |
| 7. | Keeping a track of project timelines/PERT chart and corresponding followup with customer including maintain the documentation of project Execution. | P | S |
| 8. | Executing the entire Scope of Work to the satisfaction of the | S | P |
| 9. | Providing project finance/working capital for timely execution of the project. | N | P |
| 10. | Interaction with the client for project delivery and acceptance | P | S |

4.6 COVENANTS: The Parties hereby undertake that in the event the BECIL is declared the selected bidder and awarded the project, BECIL shall enter into an Agreement with or Shall be awarded a work order for performing all the obligations as System Integrator.

4.7 JOINT AND SEVERAL LIABILITY

4.7.1. The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the package and in accordance with the terms of the RFP, which is limited to revenue sharing ratio. M/s and M/s shall also be jointly and severally responsible as back end consortium for execution of this project.

ARTICLE 5: COOPERATION OF THE TRANSACTION

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

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

5.3 The cooperation for execution of the Project between the parties hereto shall be exclusive, i.e., neither of them shall without the other party's consent - alone or together with another PARTY take part in any agreement or proposal with regard to this tender No. 14(1)2025-26EI(P)TV dated 30.10.2025.

ARTICLE 6: PERIOD OF AGREEMENT

6.1 The term of this agreement shall be for 36 Months ("Term") from the date of signing of this agreement ("Effective Date") or till the completion of the project & release of all payments thereof whichever is later. All obligations hereunder shall only apply during the Term of this agreement and to such obligations and commitments in relation to the Tender/Work/Project under the scope of BECIL's EOI & Doordashan tender, as may have been undertaken by the Parties during the Term with validity exceeding the Term. The Term of this agreement can be extended by mutual agreement between the Parties, depending upon the requirement.

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

ARTICLE 7: PAYMENT AND COMMERCIAL

7.1 BECIL will Provision the EMD to as per the Primary tender requirement.

7.2 Lead member of the Backend Consortium will provision for Back to Back EMD of equal amount to BECIL, except in case the Backend Consortium is MSME/Start Ups and are exempted from paying

EMD as per GOI guidelines.

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

7.4 Lead Member of the Backend Consortium will furnish back to back performance Security in the form of PBGs (of equal amount) to BECIL as per the terms & conditions of the primary tender. The PBG shall remain valid up to 60 days (as per EOI) beyond the date of expiry/date of claim of the PBG submitted by BECIL to Backend Consortium.

7.5 Lead Member of the Backend Consortium will raise its invoices to BECIL based on milestone completion. BECIL will then raise the invoices to (as per relevant clause of primary tender) after getting the relevant documentary proofs of successful completion of the said milestones from Backend Consortium.

7.6 BECIL shall be entitled to keep% of the project value (of bid value including taxes submitted by BECIL to) as its project management consultancy.

7.7 Upon receipt of corresponding payment from the, BECIL shall disburse the payment to Lead Member of the Backend Consortium within 15 days of receipt of the payment from after deduction of BECIL project management consultancy as per clause 7.6 and expenses as per clause 7.9 and BG making charges, if any.

7.8 All Invoices received from Lead Member of the Backend Consortium would be inclusive of all statutory taxes/ GST. BECIL will consider invoices raised by Backend Consortium to submission of all relevant documents and in case the documents are not proper, BECIL is liable to reject the invoices.

7.9 In the event BECIL is required to establish and operate an office in terms of Clause 4.4.6, all expenses incurred towards such office, including but not limited to rent, maintenance charges, and electricity charges, shall be construed as "Direct Expenses" or "Project Expenses" and shall be recoverable from the amounts payable to the Backend Consortium.

Further, the salaries/remuneration paid to manpower deployed in accordance with Clause 4.4.7, engaged on the payroll of BECIL specifically for the purposes of this Project, shall likewise be treated as "Direct Expenses" or "Project Expenses" and shall be deducted/recovered from the amounts payable to the Backend Consortium.

7.10 Salaries paid to the manpower deployed on the payroll of BECIL and Office rent (if any) paid for this project as per clause 7.9 above, shall be recovered by BECIL from the stage-wise Milestone payments payable to Backend Consortium.

7.11 Notwithstanding anything contained in any other agreement, document, correspondence, arrangement between the parties in respect of Tender/ Works / Projects, Backend Consortium understands, agrees and undertakes that:

7.11.1 Backend Consortium participated in BECIL's EOI and that all terms & conditions of the BECIL's EOI shall apply to Backend Consortium.

7.11.2 As per Clause 3.10(iii) of the BECIL's EOI, All payments in the Project to the selected agency shall be on back-to-back basis only subject to receipt of corresponding payment from the client. An advance payment may be made to the selected agency, only if BECIL, receives an advance from the customer, provided the selected agency submits a bank guarantee (BG) of 110% of amount to BECIL in addition to the PBG.

7.11.3 Backend Consortium 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 BECIL shall not be responsible in any manner whatsoever for any delay in releasing the payments or withholding of payments by

7.11.4 The (day) date of delivery of goods and/or rendering of services by Backend Consortium shall be the date or realization of payment from the once the goods and/or services are accepted by

7.11.5 The stage wise invoices raised by Lead Member of the Backend Consortium maybe accepted by BECIL, however, the date of completion of the milestone / delivery of goods or services shall only be recognized for invoice and its payment when the respective acceptance of goods or services and payment thereof is received from

7.11.6 If in the instant contract, Lead Member of the Backend Consortium is acting only as trader / reseller / distributor/ authorized agents and/ or is engaged in a WORKS contract, no benefits under MSME Act 2006 and PPP Policy 2012 as per MSE Guidelines issued by Ministry of MSME would be applicable to it on account of acceptance of back to back payment terms as above. By agreeing to the terms of Tender, the Backend Consortium agrees to forgo its rights under this Act and Policy.

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

7.12 Any sum of money due and payable to Lead Member of the Consortium/Backend Consortium, under this contract for tender entered between the parties herein whether continuing or completed may be appropriated by BECIL and set off against any claim of BECIL of any nature whatsoever, arising under this contract or any other contract entered into between the parties, herein whether continuing or complete.

7.13 There may be expenses towards Office establishments/ Purchase of fixed assets (with mutual consent) in the project. All such expenditure must be treated as direct expenditure and will be borne by directly Backend Consortium.

7.14 BECIL shall open an Escrow account with Lead member of the consortium on approval of

Board of Director of BECIL, subject to the condition that BECIL's instruction in the bank for payment disbursement from that account is acceptable to BECIL's banker on every stage wise payment. BECIL, upon receipt of payment from, shall obtain the approval of the BECIL's competent authority on the admissible payment worked out after deduction of expenses incurred by BECIL towards reimbursement of salaries paid and office rent in accordance with clause 7.9 & 7.10, and bank charges incurred for BG, statutory liabilities and BECIL's Margin (Project Management Consultancy) as per clause 7.6, etc. as per terms and conditions of the Consortium Agreement

ARTICLE 8: GENERAL TERMS & CONDITIONS

(These standard conditions are applicable to the Bidder/ to each member of the consortium)

8.1 AGENCY

This Agreement between the parties is on a principal to principal basis and it is agreed that Backend Consortium is not and shall not represent itself as an agent of BECIL.

8.2 CONFIDENTIALITY AND NON-DISCLOSURE

8.2.1 The Backend Consortium 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.

8.2.2 The Backend Consortium 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 Backend Consortium . 's and/or its facility staff may be privy under or pursuant to this Contract and/or in the course of performance of the Backend Consortium 's obligations under this Contract shall be treated, as absolutely confidential and the Backend Consortium . 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 Backend Consortium obligations hereunder except when required to disclose under the due process and authority of law.

8.3 INTELLECTUAL PROPERTY RIGHTS

8.3.1 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.

8.3.2 The Backend Consortium shall, not later than upon termination or expiration of this Contract

and/or subsequent Agreement/Contract signed with the Backend Consortium, deliver all such documents and software to BECIL/the procuring entity, together with a detailed inventory thereof.

8.3.3 The Backend Consortium shall not incorporate any materials, technology or any item or thing that involves the use of intellectual property rights or proprietary rights that the Backend Consortium 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.

8.3.4 The Backend Consortium 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 Backend Consortium 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.

8.4 RISK & COST CLAUSE

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

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

8.4.3 Agency/ Bidder's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to Agency including unexecuted portion of work/ supply does not appear to be executable within balance available period.

8.4.4 Withdrawal from or abandonment of the work by Agency/Bidder before completion of the work as per contract.

8.4.5 Non completion of work/ Non-supply by the Agency/ Bidder within scheduled completion/delivery period as per RFP or as extended from time to time, for the reason attributable to the Agency/ Bidder.

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

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

8.5 EXTENSION OF TIME

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

8.5.2 Any period within which Backend Consortium 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 Backend Consortium was unable to perform such action.

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

8.6 LIQUIDATED DAMAGES

If the Backend Consortium fails to achieve the completion of the work in accordance with the scheduled completion date as given in the RFP 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:

8.6.1 In case of any liquidated damages imposed on BECIL by the Client, BECIL shall pass on the entire amount of liquidated damages to the bidder/ selected agency on back-to-back basis.

8.6.2 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.

8.6.3 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)

8.6.4 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.

8.7 UNDUE INFLUENCE

8.7.1 The Backend Consortium 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.

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

8.8 UNETHICAL PRACTICE

8.8.1 If the Backend Consortium has engaged in corrupt, fraudulent, collusive and coercive practices or defaulted commitments under integrity.

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

8.8.3 If the Backend Consortium 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:

8.9 PENALTY FOR UNETHICAL PRACTICE AND UNDUE INFLUENCE

8.9.1 Forfeiture of Bank guarantee or any other bond or bid security submitted by the Backend Consortium .Cancellation/ termination of the Contract with the liberty to recover the accrued losses/damages from the pending bills raised by the Bidder against the delivery of material and execution of work.

8.9.2 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 Backend Consortium.

8.10 PENALTIES

8.10.1 In the event of any penalties, deductions, disincentives, or charges levied by the 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 will be recovered from the bills submitted by the System Integrator.

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

8.11 TERMINATION

8.11.1 Termination of Contract by BECIL due to unsatisfactory performance

8.11.1.1 If the Backend Consortium 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 Backend Consortium to:-

8.11.1.2 To terminate the contract without prejudice to any other remedy available under the Contract. That a notice of cure, highlighting the deficiency or problem shall be served on the Backend Consortium by BECIL, with an opportunity to cure the same within a window period of 15 days. That on the non-resolution of deficiency, a notice of termination shall be served on Backend Consortium

and the Contract shall be deemed terminated after a period of 15 days from the date of notice of termination.

8.11.1.3 That the contract shall stand terminated and shall cease to be in force and in effect after a fifteen day period from the date of the notice of termination. The Backend Consortium in consequence of the above, shall stop forthwith any of its work then in progress, except such work as BECIL may, in writing, require to be executed at the designated site/premises.

8.11.1.4 That the whole or part of the performance security furnished by the Backend Consortium is liable to be forfeited without prejudice to the right of BECIL to recover from the Backend Consortium any accruing or incurred losses or damages, on account of termination of contract due to unsatisfactory performance/ delay in execution of work.

8.11.2 Termination due to breach

8.11.2.1 BECIL may, without prejudice to any other remedy available for the breach of contract, may terminate the contract in sub-sequence to non –resolution of deficiency after the service of a notice of cure with a window period of fifteen days. After the end of the cure period, a 15 (fifteen) days' notice shall be served on the Backend Consortium , and the contracts shall be deemed terminated after the end of the period of fifteen days from the date of notice of termination.

8.11.2.2 The following sub-clauses shall attract the provision of termination, in the event if -:

- a. If the Backend Consortium abandoned or repudiated the Contract;
- b. If the Backend Consortium has without valid reason failed to commence work on the project promptly;
- c. If the Backend Consortium 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;
- d. If the Backend Consortium 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;
- e. If the Backend Consortium has obtained the contract as a result of undue influence or has adopted unethical means/corrupt practices.
- f. if the information submitted/furnished by the Backend Consortium is found to be incorrect;

8.11.2.3 That any pending bills/ invoices raised by the Backend Consortium, prior to or post the termination of the contract on account of its breach of terms and conditions shall be put on hold for a period of six weeks, and any amount deducted by the Client against the bills raised by BECIL shall be consequently deducted from the bills raised by the Backend Consortium, respectively.

8.11.3 Termination due to Insolvency

8.11.3.1 If the Backend Consortium 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 :-

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

8.11.4 Termination for Convenience

BECIL can terminate the Agreement by serving a 30 day notice without assigning any cause or reason on the part of Backend Consortium. The contract shall be deemed terminated after a period of 30 days from the date of termination notice.

8.12 POST TERMINATION RESPONSIBILITY

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

8.12.2 That any pending bills raised by the Backend Consortium, 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.

8.12.3 The Backend Consortium 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.

8.12.4 That in the event of termination under clause 8.12.1 and 8.12.2 the whole or part of the performance security furnished by the Backend Consortium is liable to be forfeited without prejudice to the right of BECIL to recover from the Backend Consortium. any accruing or incurred losses or damages, on account of termination of contract due to unsatisfactory performance/ delay in execution of work

8.13 TAXES

8.13.1 Backend Consortium shall bear all taxes and duties etc. levied or imposed on them under the Agreement including but not limited to, Customs duty, Excise duty, GST, any other taxes and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof during the entire Agreement period.

8.13.2 Should Backend Consortium fail to submit returns/ pay taxes in times as stipulated under applicable Indian/ State Tax Laws and consequently any interest or penalty is imposed by the concerned authority, Backend Consortium shall pay the same. Backend Consortium shall indemnify BECIL against any and all liabilities or claims arising out of this Agreement for tender for such taxes including interest and penalty by any such Tax Authority may assess or levy against the BECIL.

8.14 INDEMNITY

8.14.1 The Bidder shall indemnify, save, hold harmless and defend BECIL and its officers, servants, employees and agents promptly upon demand and at its expense, from and against any and all suits, proceedings, actions, demands, losses, claims, damages, liabilities, costs (including reasonable attorney’s fees and disbursements) and expenses (collectively, “Losses”) to which BECIL may become subject, insofar as such losses arise out of, in any way relate to, arise or result from:

- a. Any Compensation/ claim or proceeding by any third party against BECIL arising out of any act, deed or omission by the Backend Consortium ;
- b. Any breach by the Backend Consortium 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.

8.14.2 That BECIL shall have no liability whatsoever for any injury/death to the staff of Backend Consortium caused or suffered during the performance of it’s obligations hereunder

8.15 ASSIGNMENT AND SUB-CONTRACTING

8.15.1 Neither this agreement nor any of the rights and obligations under it can be assigned by any party. Parties may engage sub-contractors by mutual consent.

8.15.2 Backend Consortium shall not participate directly or indirectly whether in consortium or separately in Tender and shall not quote rates to any other party participating/pre-qualified for the current Tender directly or indirectly through its subsidiary, partnership, ownership, individual firm etc.

8.16 FORCE MAJEURE

8.16.1 For the purpose of this Contract, the term “Force Majeure” shall mean an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance ,and which makes a Party’s performance of its obligations hereunder impossible or impractical as reasonable to be considered impossible in the circumstance, inclusive of but not limited to war, riots, civil disorder, earthquake, fire, strikes, lockouts or other industrial action (except where such strikes lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent) , confiscation or nay other action by the Government Agencies.

8.16.2 Force Majeure shall not include (i) any event which is the caused by the negligence or intentional action of a Party or by of such Party’s agents or employees, nor (ii) any event which a diligent party could reasonably have been expected both to take into account at the time of the acceptance of the work order under this RFP, and avoid or overcome with persistent effort in carrying out its respective obligations.

8.16.3 In the case of failure to perform this Agreement due to any force majeure, neither party shall

be liable for such failure, nor 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.

8.17 GOVERNING LAW AND JURISDICTION

8.17.1 This agreement is governed by the laws of India and each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts at New Delhi, India.

8.17.2 Where the Backend Consortium have not agreed to dispute resolution, the dispute/ claims arising out of the tender and this agreement shall be subject to the jurisdiction of the competent courts at New Delhi, India.

8.18 ARBITRATION CLAUSE

8.18.1 Conciliation of Dispute

8.18.1.1 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.

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

8.18.2 Reference of Dispute to Arbitration

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

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

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

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

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

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

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

8.18.2.8 That any claim of damage(s) or loss (es) incurred by BECIL as a consequence of the invocation of the litigation/arbitration proceeding owing to the suspension or abandonment of work by the Backend Consortium shall be reimbursed by Backend Consortium .

8.18.2.9 In the event of initiation of AMRCD proceedings between BECIL and the client, the decision / mutual settlement arrived at, on the conclusion of the proceeding between the parties, shall in turn become applicable on Backend Consortium.

8.19 RIGHT TO INSPECTION

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

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

8.20 NOTICES

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

a. Any notice or other document which may be given by either Party under the Contract/

Agreement shall be given in writing in person or by pre-paid recorded delivery post, email.

b. In relation to a notice given under the Contract/ Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

Name: Mr. Binay Kumar Tiwari
Designation: Dy. General Manager
Address: Broadcast Engineering s
India Ltd, C-56/ -17, Sector- 62,
Noida- 201307, U.P.
Email: binaytiwari@becil.com

Name: Mr. [Lead representative
name]
Designation:
Address: [Vendor Address]
Email: [Vendor Email]

8.20.2 In relation to a notice given under the Contract/ Agreement, a Party shall specify the Parties address for service of notices, any such notice to be copied to the Parties at the addresses set out in this tender.

8.20.3 Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) if delivered between the business hours of 9.00 am and 5.30 pm at the address of the other Party set forth above, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).

8.20.4 Either Party to the Contract may change its address, telephone number, and nominated contact for notification purposes by giving the other Party reasonable prior written notice of the new information and its effective date.

8.21 NO WAIVER

No failure on the part of the either party hereto to exercise, and no delay on its part in exercising, any right or remedy under this Contract will operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy and the same shall not affect in any manner the effectiveness of any of the provisions of this Contract.

8.22 SURVIVAL

8.22.1 The Rights and obligations under this Agreement that by their nature should survive and will remain in effect after termination or expiration of this Agreement.

8.22.2 Each indemnity and guarantee arising in respect of this agreement survives the performance of obligations arising out of or under this agreement and the termination of this agreement and will continue in force as long as necessary to affect their purpose.

8.23 AMENDMENT

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

8.24 SEVERABILITY

If any provision of this agreement is held invalid by any law or regulation of any government or by any court or arbitrator, that invalidity will not affect the enforceability of any other provision.

8.25 DAMAGES

Once the Bid has been submitted for primary tender of, Backend Consortium cannot withdraw from the Agreement. Any damage/ loss caused to BECIL due to failure on the part of the Backend Consortium to enter into a detailed agreement with shall be borne by the Backend Consortium and will be made good by the Backend Consortium in case BECIL has to make payment of any damages/penalty to

8.26 LIMITATION OF LIABILITY

With the exception of any breach of confidentiality obligations, neither party will be liable to the other party for any costs, damages, expenditure, loss of profits, prospective profits of any kind or nature etc. arising from the termination or alleged breach of this agreement or in any manner arising from this agreement.

8.27 By signing this Agreement, BECIL, and Backend Consortium acknowledge that it correctly records the understanding they have reached with regard to the Project.

8.28 Backend Consortium shall be liable to BECIL to compensate any losses or damages if so suffered by BECIL for any breach of this agreement and/ or action initiated by the for non-performance of the contract.

8.29 Nothing in this agreement shall constitute, create or give effect or recognize a, partnership or business entity of any kind.

8.30 On award of the work of the tender to BECIL, BECIL may enter into a detailed Inter-se Agreement with Backend Consortium based on the terms and Conditions of the agreement, BECIL EOI, tender as well as the Contract signed between BECIL &

8.31 After mutual consultation, a joint team consisting of representatives of the parties will be formed for various activities like, technical discussions, deciding the preparation of final Bid/ offer, terms & conditions and demonstration of functionality required in the Tender/Work/Project.

8.32 Expenses towards bid preparation would be borne by the individual Parties viz. BECIL and Backend Consortium for their respective work. BECIL will not reimburse any such expenses to Backend Consortium towards preparation and submission of the bid.

8.33 Notwithstanding anything contained in any other agreement, document, correspondence, arrangement between the parties in respect of Tender/ Works / Projects, the Backend Consortium understands, agrees and undertakes that:

8.33.1 At any given point of time, Backend Consortium may not assign or delegate its rights, duties or obligations under this agreement to any other party, without prior written consent of BECIL.

8.33.2 In the event of breach of any of the terms & conditions of this agreement or in case of any default of any terms & conditions of this agreement, on the part of Backend Consortium, BECIL reserves the right to take necessary steps / action as per available documents, including but not limited to, termination of contract, forfeiture of Performance Security / EMD, blacklisting / banning etc. and execute the work at the risk & cost of the Backend Consortium.

BECIL shall interact with the Lead Member of the Backend Consortium in respect of this Agreement and its related matter for execution of this AIIMS, project. BECIL shall not be responsible for any internal dispute or differences among the Backend Consortium.

All technical, financial and commercial terms and conditions of the Tender, except pricing, risk purchase, limitation of liability, advance payment & termination, will apply on back-to-back basis between BECIL and Backend Consortium for their respective part/scope of work. However, if Backend Consortium fails to fulfil its part of the work to the satisfaction of BECIL, then BECIL shall have the right to terminate the contract with Backend Consortium and get the same executed departmentally or by other agencies at the risk and cost of Backend Consortium.

8.34 BLACKLISTING/ DEBARMENT

Backend Consortium shall be debarred/blacklisted from bidding for the contract/tender/EOI floated by BECIL for a period of two years, for violation of the code of integrity, Conflict of Interest as well as for the material breach of 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.

8.35 MSME

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

8.35.2 The Subcontractor 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 Subcontractor further waives its right to claim Interest on delayed payment by the Main Contractor, 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.

8.36 COUNTERPARTS

This agreement is executed in three counterparts, with each party retaining one original.

8.37 ENTIRE AGREEMENT

This agreement hereto constitutes the entire agreement between the Parties with regard to the subject matter contained in this agreement and supersedes all prior negotiations, representations, agreement and understandings, written or oral preceding the execution of this agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Pre-Bid Agreement as of the date first above mentioned.

This Agreement has been signed on behalf of the parties by their respective duly authorized representatives as of the Effective Date.

On Behalf of M/s BECIL

On Behalf of M/s

On Behalf of M/s

.....
Broadcast Private Limited

.....

(Binay Kumar Tiwari)
Dy. General Manager BECIL

Signature of Witness:

Signature of Witness:

Signature of Witness:

Name:

Name:

Name:

Title:

Title:

Title:

SCHEDULE 1: DETAILED SCOPE OF WORK

[from client primary EOI]



Expression of Interest No. 01/CF/EOI/2025-26

For

Digital AIIMS

**All India Institute of Medical Sciences, New
Delhi**

Ansari Nagar, New Delhi – 110029

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Abbreviation List

| S. No. | Abbreviation | Full Form |
|--------|--------------|--|
| 1. | ABDM | Ayushman Bharat Digital Mission |
| 2. | ADT | Admission, Discharge and Transfer |
| 3. | AI/ML | Artificial Intelligence/ Machine Learning |
| 4. | AIIMS | All India Institute of Medical Sciences |
| 5. | AMS | Asset Management System |
| 6. | API | Application Programming Interface |
| 7. | BMS | Building Management System |
| 8. | CERT-In | Indian Computer Emergency Response Team |
| 9. | CMS | Content Management System |
| 10. | CPOE | Computerized Physician Order Entry |
| 11. | CSS | Clinical Support Services |
| 12. | CSSD | Central Sterile Services Department |
| 13. | DICOM | Digital Imaging and Communications in Medicine |
| 14. | DPDP Act | Digital Personal Data Protection Act, 2023 |
| 15. | DR | Disaster Recovery |
| 16. | DSS | Digital Service Standard |
| 17. | ED | Emergency Department |
| 18. | EHR | Electronic Health Record |
| 19. | e-ICU | Electronic Intensive Care Unit |
| 20. | EMR | Electronic Medical Record |
| 21. | EOI | Expression of Interest |
| 22. | FHIR | Fast Healthcare Interoperability Resources |
| 23. | HDU | High Dependency Unit |
| 24. | HIMS | Hospital Information Management System |
| 25. | HL7 | Health Level Seven |
| 26. | HMIS | Hospital Management Information System |
| 27. | HRMS | Human Resource Management System |
| 28. | ICD | International Classification of Diseases |

| S. No. | Abbreviation | Full Form |
|--------|---------------|---|
| 29. | ICD-O | International Classification of Diseases for Oncology |
| 30. | ICF | International Classification of Functioning |
| 31. | ICHI | International Classification of Health Interventions |
| 32. | ICU | Intensive Care Unit |
| 33. | IDSP | Integrated Disease Surveillance Programme |
| 34. | IndEA | India Enterprise Architecture |
| 35. | IPD | Inpatient Department |
| 36. | ISO 13606 | EHR Communication Standard |
| 37. | ISO 13940 | System of Concepts for Continuity of Care |
| 38. | ISO 17090 | Digital Certificates in Healthcare |
| 39. | ISO 18308 | EHR Architecture Standard |
| 40. | ISO 22600 | Access Control for Health Information |
| 41. | ISO 27789 | Audit Trails for EHR |
| 42. | ISO 27799 | Health Informatics Security |
| 43. | ISO/HL7 10781 | EHR Functional Model |
| 44. | ISO/TS 22220 | Patient Identification Standard |
| 45. | ISSP | Integrated Software Service Provider |
| 46. | ITIL | Information Technology Infrastructure Library |
| 47. | ITSM | Information Technology Service Management |
| 48. | JCI | Joint Commission International |
| 49. | LIS | Laboratory Information System |
| 50. | LOINC | Logical Observation Identifiers Names and Codes |
| 51. | MDDS | Metadata and Data Standards |

| S. No. | Abbreviation | Full Form |
|--------|--------------|---|
| 52. | MeitY | Ministry of Electronics and Information Technology |
| 53. | MIS | Management Information System |
| 54. | MPPS | Modality Performed Procedure Step |
| 55. | MRD | Medical Record Department |
| 56. | NABH | National Accreditation Board for Hospitals |
| 57. | NABL | National Accreditation Board for Testing and Calibration Laboratories |
| 58. | NHA | National Health Authority |
| 59. | NIRF | National Institutional Ranking Framework |
| 60. | OPD | Outpatient Department |
| 61. | Open EHR | Open Electronic Health Record |
| 62. | OT | Operation Theatre |
| 63. | PACS | Picture Archiving and Communication System |
| 64. | PHR | Personal Health Record |
| 65. | PKI | Public Key Infrastructure |
| 66. | POC | Privacy Operations Centre |
| 67. | RFP | Request for Proposal |
| 68. | RIS | Radiology Information System |
| 69. | RPO | Recovery Point Objective |
| 70. | RTO | Recovery Time Objective |
| 71. | SHA-256 | Secure Hash Algorithm-256 |
| 72. | SLA | Service Level Agreement |
| 73. | SNOMED CT | Systematized Nomenclature of Medicine – Clinical Terms |
| 74. | SOC | Security Operations Centre |
| 75. | SOP | Standard Operating Procedure |
| 76. | TLS | Transport Layer Security |
| 77. | V2T | Voice-to-Text |

1. Introduction

1.1 Background

1.1.1. All India Institute of Medical Sciences (AIIMS), New Delhi, an institution of national importance established under an Act of Parliament in 1956, is India's apex medical education and healthcare institution. Renowned for excellence in medical education, research, and tertiary healthcare delivery, AIIMS consistently ranks as the country's top medical institute, including securing the No. 1 position in the NIRF 2021 rankings.

1.1.2. AIIMS, New Delhi offers a wide range of undergraduate, postgraduate, and super-specialty academic programs and operates more than 60 departments, multiple specialty and super-specialty centers, and over 21 central facilities, serving millions of patients annually from across the country. In the year 2024-25 itself, AIIMS has treated a record number of over 5,42,59,86 patients in OPD (Including Casualty), over 3,92,518 patients in IPD and performed over 3,06,881 surgeries in the year 2024-25.

1.1.3. Apart from AIIMS Main Hospital, the following is the indicative list of Speciality Centres and Campuses of AIIMS, New Delhi as mentioned below:

| | |
|---|--|
| Neurosciences Centre AIIMS, Ansari Nagar East, New Delhi | Center for Dental Education and Research, Ansari Nagar East, New Delhi |
| Cardiothoracic Centre AIIMS, Ansari Nagar East, New Delhi | Majid Moth Campus including surgical block, MCH Block, National Centre for Ageing, OPD |
| Dr. B.R. Ambedkar Institute-Rotary Cancer Hospital, Ansari Nagar East, AIIMS Campus, New Delhi, | Dr. Rajendra Prasad Center for Ophthalmic Sciences, Ansari Nagar East, New Delhi |
| Jai Prakash Narayan Apex Trauma Center, Safdarjung Enclave, New Delhi | National Drug Dependence Treatment Center, Ghaziabad |
| National Cancer Institute, Jhajjar Campus | Comprehensive Rural Health Services Project, Ballabgarh |
| Mid-Town Rotary Hospital (AIIMS), Trilokpuri, New Delhi | |

1.1.1. 1.1.4 AIIMS, New Delhi also constitutes more than 21 central facilities (2021), including:

| | | |
|---|-------------------------------------|--------------------------------|
| B.B. Dikshit Library | Hostel Management | Stem Cell Facility |
| AIIMS Cadaveric Surgical Skillstraining | K.L. Wig CMET | Bio-Medical Waste Management |
| Central Animal Facility | Medical Social Welfare Services | & Central Sterile Services |
| Computer Facility | National Poisons Information Centre | Media Cell & Protocol Division |

| | | |
|----------------------------------|---|---|
| 1.1.2. Central Workshops | Organ Retrieval Banking Organisation | AIIMS Infection Control |
| Employees Health Services/Scheme | Telemedicine Facility | Centralized Research Facility (CCRF) Core |
| Electron Microscope Facility | Transport Facility | Stores |
| Engineering Services | Medical Social Welfare Unit (Main Hospital) | and more |

its vision to redevelop itself into a world-class medical university and state-of-the-art healthcare facility, AIIMS has initiated a comprehensive campus redevelopment and capacity expansion plan. This includes increasing hospital bed capacity to approximately **5,000 beds** and creating an integrated, technology-enabled campus to support clinical care, academics, research, and administration.

- 1.1.3. As part of its vision to redevelop itself into a world-class medical university and state-of-the-art healthcare facility, AIIMS has initiated a comprehensive campus redevelopment and capacity expansion plan. This includes increasing hospital bed capacity to approximately 5,000 beds and creating an integrated, technology-enabled campus to support clinical care, academics, research, and administration.
- 1.1.4. In this context, AIIMS, New Delhi is undertaking initiatives under Digital-AIIMS to strengthen digital transformation and integrated information systems, necessitating structured program management, process reengineering, and technology-led implementation support.

2. Project Objectives

- 2.1. The objective of the AIIMS-Digital, New Delhi project is to design, implement, and operationalize an integrated digital university and hospital information ecosystem that supports clinical care, academic activities, research, and administration. This will be achieved through the deployment of a comprehensive, secure, and scalable Hospital Information Management System (HIMS), Academic Information System, and Research Information System that enables paperless, end-to-end digitization of hospital and medical institute processes.
- 2.2. The project aims to empower healthcare professionals with role-based digital workflows, ensure availability of complete and longitudinal electronic health records, reduce duplication of data and manual effort, and improve overall patient experience. The solution will support compliance with NABH, NABL, Kayakalp, and JCI standards, enable seamless integration with existing legacy systems, and ensure interoperability with national digital health platforms in alignment with NHA/ABDM and FHIR standards, including support for tele-consultation and digital health services.

3. Purpose of EOI

- 3.1.** The purpose of this Expression of Interest (EOI) is to identify and shortlist eligible bidders capable of providing a comprehensive secure and scalable digital solution consisting of Health Management, Academic Management and Research Management solutions. The proposed digital solution must meet the functional, technical, and operational requirements of the Institute and strictly comply with Government of India guidelines, including adherence to the India Enterprise Architecture (IndEA), DPDP Act, and Digital Service Standard. The bidders is expected to provide hybrid infrastructure (On-Prem + MeitY Approved cloud services) along with long-term managed services.
- 3.2.** The proposed digital ecosystem shall establish a secure, interoperable, and standards-compliant healthcare platform aligned with the DPDP Act and ABDM guidelines, embedding robust cybersecurity and patient data protection at its core. The solution must seamlessly integrate across all Centres, departments, and legacy systems to support AIIMS New Delhi's vision of a world-class digital medical university. A mobile-first approach shall be adopted, ensuring all patient-centric modules—including OPD, IPD, ICU, and Emergency services—feature intuitive interfaces accessible on Android and iOS platforms, with Indian language support including speech-to-text and text-to-speech capabilities. The platform shall leverage AI-driven analytics and intelligent automation, and be built on a secure, scalable, API-driven architecture to ensure seamless integration, data security, high availability, compliance, and future scalability.

4. Schedule of Events

| | |
|---------------------------------------|-------------------------------|
| Published Date & Time | <i>18-03-2026 at 02:00 pm</i> |
| Bid Document Download/Sale Start Date | <i>18-03-2026 at 02:00 pm</i> |
| Seek Clarification Start Date | <i>18-03-2026 at 02:00 pm</i> |
| Seek Clarification End Date | <i>25-03-2026 at 02:00 pm</i> |
| Bid Submission Start Date & Time | <i>18-03-2026 at 02:00 pm</i> |
| Bid Submission End Date & Time | <i>03-04-2026 at 02:00 pm</i> |
| Bid Opening Date & Time | <i>04-04-2026 at 02:00 pm</i> |

Note*: The bidder may, at its own cost and responsibility, visit AIIMS New Delhi to conduct a physical site survey in coordination with the concerned Head(s) of Department in relation to the proposed IT Solutions. The purpose of the visit shall be to assess the existing workflows

and carry out a gap analysis. Based on the survey the bidder shall present the findings during the technical presentation during the EOI evaluation process.

5. Scope of Work

The scope of work includes the end-to-end planning, design, development, customization, implementation, integration, deployment, operation, data migration, and maintenance of a comprehensive and integrated digital solution for AIIMS, New Delhi. The solution shall support clinical, administrative, academic, research, and support services across the institute while ensuring compliance with Government of India standards and best practices.

The selected bidders shall be responsible for delivering a secure, scalable, interoperable, and future-ready digital platform capable of supporting AIIMS' large-scale, multi-specialty, and high-volume operations.

The selected bidders shall be responsible for the end-to-end design, customization, implementation, integration, and operationalization of a comprehensive Digital AIIMS ecosystem encompassing clinical, academic, research, and administrative domains.

The scope shall include

Integrated Digital Solution Requirements

- i. Detailed functional and technical requirement analysis
- ii. Configuration and deployment of integrated workflows
- iii. Data migration from legacy systems
- iv. Application customization
- v. System integration
- vi. User training and change management
- vii. Support for user acceptance testing (uat)
- viii. Go-live planning and stabilization
- ix. Post go-live operations
- x. Deployment of the change requests
- xi. Ongoing helpdesk, maintenance, and application support services.
- xii. Ongoing requirements of the licenses (software, middleware, etc) for integration with legacy systems, IOT devices, security, etc.

IT Infrastructure Requirements

The Selected Bidder shall be responsible for the design, provisioning, commissioning, management, monitoring, and operation of the complete cloud infrastructure for the Primary Data Centre (DC) and Disaster Recovery (DR) environments on MeitY-approved Cloud Service Provider(s), in accordance with applicable Government of India guidelines and industry best practices.

In addition, the Selected Bidder shall design, supply, install, configure, and operationalize the complete IT infrastructure required for the on-premises Business Continuity Planning (BCP) environment to enable uninterrupted operations during network or cloud service disruptions.

For the on-premises BCP setup, the Purchaser shall provide:

- Designated rack space within the institutional data centre/server room
- Adequate electrical power supply with necessary backup
- Air-conditioning/cooling facilities
- Network connectivity up to the designated rack location

All other components required for establishing and operating the BCP environment—including but not limited to servers, storage systems, virtualization platform, operating systems, database software, backup systems, security appliances, racks (if required), structured cabling within rack, network switches (if required for BCP setup), installation services, configuration, testing, commissioning, and ongoing support—shall be provided by the Selected Bidder.

The Selected Bidder shall ensure:

- Seamless interoperability and synchronization between Cloud DC, Cloud DR, and On-Premises BCP environments
- Defined Recovery Time Objective (RTO) and Recovery Point Objective (RPO) compliance
- High availability and failover mechanisms
- Performance optimization across the hybrid architecture
- Continuous monitoring and operational readiness

The Selected Bidder shall remain fully responsible for the performance, security, availability, and maintainability of the solution across the Cloud DC, Cloud DR, and On-Premises BCP environments throughout the contract period.

5.1. General Requirements.

- 5.1.1.** ABDM Compliance: The bidders shall provide documentary evidence and a demonstration plan to show compliance to ABDM standards (M3Compliant). At minimum, the bidder shall:
- 5.1.2.** Provide details of ABDM integrations supported (registries, consent management, health information exchange) as applicable.
- 5.1.3.** Provide sandbox/production-aligned demonstration approach and test artefacts for AIIMS validation.
- 5.1.4.** Confirm that ABDM workflows do not degrade clinical performance (latency and uptime requirements)
- 5.1.5.** The scope shall include process mapping and re-engineering of existing clinical and administrative workflows.
- 5.1.6.** Digitisation of physical and legacy records and implementation of end-to-end digital workflows.
- 5.1.7.** Customization, design and development (if required) of workflow-based software applications aligned with AIIMS operational requirements.

- 5.1.8.** Seamless integration with existing IT systems, medical devices, diagnostic systems, and national digital health platforms.
- 5.1.9.** Enterprise Integration and Unified User Experience: AIIMS requires a single integrated ecosystem (not a collection of loosely connected modules). The bidder shall provide an end-to-end integration approach that ensures a unified clinical user experience across all centres and departments.
- 5.1.9.1. Unified Clinical Workstation (Web):** The bidder shall provide a role-based unified clinical workstation that supports:
- Single sign-on (SSO) and centralized user lifecycle management
 - Patient-context launch (opening a patient once should enable access to all relevant clinical functions and integrated legacy views)
 - A consolidated 'patient timeline' view spanning OPD, IPD, Emergency, ICU, OT, diagnostics, pharmacy, and MRD documents
 - In-workflow launch of integrated legacy applications through secure embedded views and/or context-aware deep links
- 5.1.9.2. Longitudinal Patient Record:** The solution shall provide a longitudinal patient record that covers:
- Demographics and identifiers (including institutional identifiers)
 - Encounters/visits across all centres
 - Diagnoses, allergies, medication history, immunizations, procedures, orders, and results
 - Clinical documents (OPD notes, discharge summaries, operative notes, consents, scanned documents)
 - The longitudinal record shall work for both migrated modules and non-migrated legacy systems through real-time retrieval and/or controlled replication, as approved by AIIMS.
- 5.1.9.3. Enterprise Integration Deliverables (Minimum):** The bidder shall submit the following as part of solution design and implementation:
- Integration Blueprint and target-state architecture
 - Interface inventory (all systems to be integrated), interface specifications (ICDs), and test scripts
 - Master Data Management approach (departments, services, tariffs, users, locations, assets, and catalogue harmonization)
 - Data quality and reconciliation approach for cross-system consistency
 - Go-live acceptance criteria for 'integrated workflows' (end-to-end clinical scenarios)
 - Provision of role-based access control, audit trails, and secure data handling mechanisms.
 - Training and capacity building of clinical, administrative, and IT staff, including preparation of training material and user manuals.
 - Ongoing operations, maintenance, and technical support for the digital solution during the contract period.

- Compliance with data protection, privacy, and cybersecurity requirements as prescribed by Government of India.
- The Bidders may be required to make presentations and demonstrations to explain their technical approach, solution capability, and understanding of the scope of work.

5.1.9.4. Integration Layer: API-first integration using industry standards (HL7 v2.x, FHIR R4/ABDM profiles, DICOM) with an Integration Hub (ESB/iPaaS or equivalent) to prevent point-to-point sprawl.

5.2. Compliances to Standards

- 5.2.1.** The proposed solution shall mandatorily comply with all applicable Government of India regulations and standards, including ABDM, NDHB, MeitY, CERT-In, and other relevant digital health, cybersecurity, and IT policies.
- 5.2.2.** The system shall be fully compliant with the National Digital Health Blueprint (NDHB) and shall support seamless integration with all ABDM ecosystem components, including registries, consent management, and health data exchange frameworks.
- 5.2.3.** The application architecture shall be designed to operate securely over public networks by default, with enhanced secure connectivity mechanisms deployed wherever access to sensitive, confidential, or aggregated health data is involved.
- 5.2.4.** For specialized clinical applications—including Telemedicine, Tele-Health, Teleradiology, Tele-ICU, and PACS integrations—the solution shall support network configurations that ensure low latency, high bandwidth, and high reliability to meet clinical performance and safety requirements. The bidder shall commit to measurable performance and scalability benchmarks and demonstrate compliance through testing and validation, at a minimum, as outlined below:
- 5.2.4.1. Application Response Time:** For common clinical actions (patient search, chart open, order entry, result view), the solution shall achieve P95 response times within thresholds to be finalized by AIIMS at design stage and validated during UAT.
- 5.2.4.2. Peak Load Testing and Headroom:** The bidder shall conduct load testing for peak concurrent usage and transaction volumes with at least 1.5x headroom over observed peak and submit signed test reports.
- 5.2.4.3. Tele-ICU / High-Acuity Workflows:** Alarm capture, processing, and display pipelines shall be engineered to support continuous monitoring and timely alerting. The bidder shall propose and validate end-to-end latency targets and escalation workflows for clinical safety.
- 5.2.4.4. Integration Performance:** Interfaces shall include monitoring for failures and latency, with automated alerting and retry/queue mechanisms where applicable.

- 5.2.5. All core health data repositories, data hubs, and critical system services shall be hosted on a Health Cloud infrastructure deployed only on MeitY-empanelled cloud service providers, in accordance with cloud models prescribed under NDHB, ensuring strong security and privacy controls.
- 5.2.6. The bidders shall ensure continuous (24x7) security monitoring of all Health Cloud and health network components through the establishment of a dedicated Security Operations Centre (SOC), either captive or managed.
- 5.2.7. The bidders shall establish a Privacy Operations Centre (POC) to monitor access to personal health data, manage and audit consent artefacts, ensure compliance with privacy requirements, and enforce privacy-by-design principles across the solution.
- 5.2.8. All system components handling Personal Health Records (PHR) shall comply with the National Policy on Security of Health Systems and Privacy of Personal Health Records, and the overall solution shall be implemented following security-by-design and privacy-by-design principles.

5.3. Functional Requirements

The functional requirements listed in this section are minimum requirements for Digital AIIMS at the EOI stage. Bidders shall submit a detailed module-wise compliance response mapped to Section 5.3, clearly indicating:

- I. Features available out-of-the-box,
- II. Features requiring configuration/customization,
- III. Any functional gaps and the proposed approach to close such gaps, and
- IV. Any assumptions/dependencies.

The detailed functional requirement specification (FRD/SRS) and final workflows shall be finalized during the RFP stage through joint process mapping and gap analysis and shall be validated through UAT and clinical signoffs.

| # | Core Modules | Scope of Work |
|----|-------------------------------------|--|
| 1. | Outpatient Management Module | The module shall encompass, but not be limited to, the following critical functionalities: <ul style="list-style-type: none"> ● OPD Scheduling and Availability <ul style="list-style-type: none"> ○ Appointment Management ○ Registration Management ● Doctor’s Consultation Interface (including CPOE) ● Referral and Interdepartmental Coordination ● Outpatient Discharge Summaries/Notes and Follow-Up Planning ● Tracking of OPD Services and Billing ● Radiology and Investigation Management ● Special Features and Considerations ● Notifications, Alerts, and Reminders ● Interoperability and Integration |

| # | Core Modules | Scope of Work |
|----|--|---|
| 2. | Inpatient Management Module | <p>The Inpatient Management Module must tightly integrate clinical, administrative, and ancillary support workflows, ensuring real-time data accessibility, complete traceability of the patient journey from admission to discharge, and adherence to all relevant clinical pathways and regulatory requirements, Key Functionalities required:</p> <ul style="list-style-type: none"> ● Admission, Discharge, and Transfer (ADT) Management <ul style="list-style-type: none"> ○ Admission Workflows ○ Transfer Workflows ○ Discharge Management: ○ Bed Management and Allocation ● Nursing Care Planning and Documentation ● Dietary Management ● Round Management ● Inpatient Progress Notes and Assessments ● Billing and Financial Management (Integrated IPD Billing) ● Referral Management ● AI/ML and Smart Features (Crosscutting) |
| 3. | Electronic Medical Records (EMR) Module | <ul style="list-style-type: none"> ● Comprehensive Patient History Management ● Medication Management ● Allergy and Adverse Drug Reaction (ADR) Management ● Immunization Records ● Problem List Management ● Clinical Notes and Documentation ● Integration with Diagnostic Systems ● Alerts and Reminders ● Reporting and Analytics ● Customizable Dashboards ● AI/ML-Driven Enhancements (Recommended) ● Medical Record Department (MRD) Management: Should be a standalone module ● Customized clinical and administrative workflows for super-speciality departments. |
| 4. | Emergency Management Module | <p>The system must be designed to handle a high-volume, high-acuity environment with strict adherence to emergency protocols and medico-legal requirements, including the ability to register patients on an emergency basis.</p> <ul style="list-style-type: none"> ● Patient Registration and Visit Management ● Patient Triage and Tracking ● Clinical Documentation ● Order Entry and Results Management ● Patient Flow and Transfers ● Monitoring and Integration ● AI/ML Integration |
| 5. | Appointment Scheduling | <p>The Appointment Scheduling module shall be a fully integrated part of the HMIS, enabling seamless, real-time scheduling of outpatient,</p> |

| # | Core Modules | Scope of Work |
|----|--|--|
| | | <p>inpatient, diagnostic, and follow-up appointments across all departments and locations. It must support multi-channel access, enable flexible configuration of booking rules, and optimize clinician time and patient convenience.</p> <ul style="list-style-type: none"> ● Multi-Channel Appointment Booking ● Doctor Availability Management ● Reminders and Notifications ● Integration and Operational Controls ● Additional Capabilities |
| 6. | <p>Queue Management System (QMS) Module</p> | <p>This module should streamline the queuing process, provide clear information to patients, and enhance the overall patient experience. Key Functionalities:</p> <ul style="list-style-type: none"> ● Token Generation ● Department-wise Queuing ● Automated Alerts and Display ● Information Display ● Applicability to Various Services <p>Additional Features</p> <ul style="list-style-type: none"> ● Priority Queuing ● Real-time Queue Monitoring for Staff ● Reporting and Analytics ● Kiosk Integration ● Multilingual Support ● Integration with HMIS |
| 7. | <p>Operation Theatre (OT) / Surgery Management Module</p> | <p>The Operation Theatre (OT) Management module shall facilitate end-to-end digital management of surgical care within AIIMS New Delhi, Key Functionalities required:</p> <ul style="list-style-type: none"> ● Master Data and Configuration ● Surgical Scheduling and Planning ● Pre-Operative Management ● Intraoperative Record-Keeping ● Surgical Inventory and Equipment Management ● Post-Operative Management ● Billing and Charges ● Outcome Monitoring and Audit Tools ● Reporting and Analytics ● Integration and Archiving ● AI/ML Integration ● Customized clinical and administrative workflows for super-speciality departments. |
| 8. | <p>Critical Care Module</p> | <p>The Critical Care Module must provide comprehensive, high-acuity, and high-frequency documentation and monitoring capabilities essential for the management of critically ill patients in Intensive Care Units (ICUs) and High Dependency Units (HDUs), Key Functionalities required:</p> <ul style="list-style-type: none"> ● ICU Admission and Classification ● Clinical Monitoring and Documentation: ● Multidisciplinary Team Collaboration |

| # | Core Modules | Scope of Work |
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| | | <ul style="list-style-type: none"> ● Orders and Protocol Management ● Outcome and Performance Metrics ● AI/ML Integration ● Customized clinical and administrative workflows for super-speciality departments. |
| 9. | Vaccination and Immunization Module | <p>The module should streamline the process from registration and request generation to administration, record updates, and reporting, including automated reminders and integration with national registries, Key Functionalities</p> <ul style="list-style-type: none"> ● Patient Registration ● Immunization Request Generation ● Immunization Administration Details ● Immunization Chart and Follow-up ● Immunization Scheduling ● Master Register ● Reporting ● Previous Vaccination History ● Templates and National Registry Linkage |
| 10. | Nursing Care Module | <p>The module should seamlessly integrate with other relevant modules of the HMIS, including Patient Registration, Inpatient Management, Electronic Medical Record (EMR), Pharmacy, Laboratory, and Radiology, key Functionalities.</p> <ul style="list-style-type: none"> ● Patient Identification and Tracking ● Nursing Assessment and Documentation ● Vital Signs Monitoring and Documentation ● Medication Management ● Nursing Care Planning ● Risk Assessment and Prevention ● Discharge Planning ● Bed Management ● Investigations and Orders ● Reporting and Analysis ● Patient Satisfaction Surveys ● Nurse Scheduling (Duty Allocations) |
| 11. | Pharmacy Module | <p>The system must support both central and decentralized pharmacy operations and ensure safe, efficient, and compliant medication management across Inpatient, Outpatient, and Emergency services, adhering to NABH guidelines and all relevant drug schedules.</p> <ul style="list-style-type: none"> ● Drug Inventory Management and Tracking ● Automated Dispensing System Integration ● Prescription Management and Verification: ● Pharmacy Billing and Financial Reconciliation ● Reporting and Analytic ● Additional Functional Requirement |

| # | Core Modules | Scope of Work |
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| 12. | Clinical Support Service (CSS) Module | <p>This module should streamline scheduling, resource allocation, documentation, and communication for these vital services, ensuring optimal patient care and efficient departmental operations.</p> <ul style="list-style-type: none"> ● Therapy Service Definition and Management ● Therapist/Specialist Management ● Daily Therapy Scheduling ● Multiple Therapy Services Scheduling ● Patient Workflow Integration ● Vacant Slot Management: ● Therapy Service Time Durations ● Interdepartmental Transfers within CSS ● Rescheduling and Cancellation of Therapy ● Therapy Calendar Views ● Notifications and Alerts ● Advance Scheduling ● Therapy Package Management ● Template Management ● Automatic Intimations |
| 13. | Endoscopy Labs Module | <p>The module should support both emergency and elective procedures and integrate with other relevant HMIS modules, Key Functionalities</p> <ul style="list-style-type: none"> ● Procedure Scheduling: ● Patient Flow Management ● Resource Management ● Procedure Details and Documentation ● Packages and Token Generation ● Notifications and Alerts ● Anesthesia Assessment ● Pre-Procedure Preparation Intimation |
| 14. | Blood Bank Module | <p>This module should seamlessly integrate with other relevant modules of the HMIS, such as Patient Registration, Inpatient Management, Outpatient Management, Emergency Management, Operating Theatre, Laboratory Information System (LIS), and Billing.</p> <ul style="list-style-type: none"> ● Blood Donor Management <ul style="list-style-type: none"> ○ Donor Registration and Data Management ○ Blood Donation Camp Management ○ Donor Barcoding and Labeling ● Blood Unit Management <ul style="list-style-type: none"> ○ Blood Collection and Processing ○ Blood Inventory and Stock Management ○ Blood Unit Tracking and Disposal ● Patient Blood Management <ul style="list-style-type: none"> ○ Blood Request Management ○ Blood Grouping and Cross-Matching ○ Blood Issuance and Transfusion Tracking ○ Transfusion Reaction Management |

| # | Core Modules | Scope of Work |
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| | | <ul style="list-style-type: none"> ● Specialized Procedures <ul style="list-style-type: none"> ○ Therapeutic Procedure Module (Transfusion Medicine) ● Quality Control and Audit Trails ● Inventory Management ● Equipment Maintenance ● Reporting and Analytics <p>Note: AIIMS has four Blood banks where these modules are deployed, the users may ask for integration of the existing modules of the HMIS solution. The Cost of integration/installation of new blood bank modules should be quoted separately. AIIMS will reserve the rights for integration/installation of new softwares.</p> |
| 15. | Laboratory Information System (LIS) | <p>The system should cover all branches of pathology and be compliant with relevant regulatory standards like NABL, Key Functionality</p> <ul style="list-style-type: none"> ● Lab Test Ordering and Management ● Sample Lifecycle Tracking ● Result Entry, Validation, and Authorization ● Report Generation and Dissemination ● Integration with Diagnostic Equipment ● Advanced Features <ul style="list-style-type: none"> ○ Quality Control (QC) Management ○ Operational Analytics ○ System Integration & Automation ○ Regulatory Compliance ○ Therapeutic Procedures (Transfusion Medicine): ○ General Notifications ○ Sample Scheduling and Token Generation ○ Physician Digital Signature ○ Report Printing Control ○ Provisional Report Release ○ Additional Tests for Same Sample ○ Multi-Sample Mapping ○ Delta Check |
| 16. | Radiology Information System (RIS) | <p>The RIS must facilitate efficient resource utilization, streamline clinical communication, and ensure compliance with industry standards such as HL7 and DICOM.</p> <ul style="list-style-type: none"> ● Order Entry & Procedure Management <ul style="list-style-type: none"> ○ Electronic Ordering Interface ● Scheduling & Resource Management <ul style="list-style-type: none"> ○ Comprehensive Scheduling Tools ○ Advanced Slot Management ○ Customizable Procedure Limits ○ Role-Based and Location-Based Access ○ Patient-Type Based Customization ● Communication & Alerts |

| # | Core Modules | Scope of Work |
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| | | <ul style="list-style-type: none"> ● Billing & Financial Management ● Workflow Monitoring & System Integration <ul style="list-style-type: none"> ○ MPPS (Modality Performed Procedure Step) Integration ○ PACS Integration ○ Report Lifecycle Management ○ Interoperability Standards ● Reporting, Analytics & Compliance ● Customization & Scalability ● Other Requirements |
| 17. | CSSD Module | <p>This module should streamline the workflows within the four defined zones of CSSD (unclean/washing, assembly/packing, sterilization, and sterile storage), ensuring the availability of properly sterilized instruments and supplies for all clinical areas, particularly Operating Theatres and other procedural departments. The system should adhere to national and international sterilization guidelines and support compliance with NABH requirements.</p> <ul style="list-style-type: none"> ● Interface and Linkages ● CSSD Zone Management ● Functionalities ● Item and Stock Management ● Reporting and Analytics |
| 18. | Cath Lab Management Module | <p>This module must streamline workflows for patient scheduling, resource management, procedure documentation, billing, and integration with other relevant hospital systems, ensuring efficient and safe patient care for both pre-booked and emergency cases, Key Functionalities</p> <ul style="list-style-type: none"> ● Patient Management: ● Resource Management ● Procedure Management ● Materials Management ● Billing and Charges ● Integration ● Reporting and Analytics ● Archiving and Retrieval ● Customized clinical and administrative workflows for super-speciality departments. |
| 19. | Diet and Kitchen Management Module | <ul style="list-style-type: none"> ● Diet Type, Menu, Recipe, and Ingredient Definition ● Patient-Level Changes and Special Instructions ● Dietary Requirements/Preferences and Allergies ● Patient-Wise Diet Chart Generation ● Recording Patient Details (Anthropometric Data) ● Maintaining Patient-Wise Diet Chart (Dynamic Updates) ● Reports on Patient Stay & Diet Summary ● Diet Type Categorization ● Service and Menu Setup ● Recipe and Ingredient Management |

| # | Core Modules | Scope of Work |
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| | | <ul style="list-style-type: none"> ● Integration with Booking/Admission and Nursing/Dietician Modules ● Patient Preference Management: ● Nutritional Assessment and Care Plans ● Diet Order Change Management |
| 20. | MIS Reports Module | <p>MIS reports for NABH and NABL standards must be available, Key Functionalities and Report Types</p> <ul style="list-style-type: none"> ● Graphical Analysis of Data ● Collection Reports ● Patient Statistics Reports ● Surgery Reports ● Diagnostic Reports ● Operational Reports ● Outstanding Reports |
| 21. | Billing and Financial Management Module | <p>It should support diverse payer types (self-pay, insurance, government schemes), multiple service departments, and dynamic pricing models, while ensuring transparency, traceability, and seamless integration with both clinical and accounting systems.</p> <ul style="list-style-type: none"> ● Patient Billing and Invoicing ● Finance Module (Integration with Accounting Systems) |
| 22. | Insurance & Claims Management Module | <p>The module should facilitate the efficient processing of claims from various Insurance Providers (Private & Government), minimize manual interventions, and ensure timely and accurate claim submissions and settlements. Key Functionalities:</p> <ul style="list-style-type: none"> ● Insurance Plan Definition and Management ● Coverage Rules Definition ● Patient Policy Linking ● Automated Insurance-Based Billing ● Transparent Invoice Generation: ● Pre-authorization Workflow Automation ● Real-time Coverage Validation at Order Entry ● Multiple Insurance Plan Handling: ● Automated Insurance Limit Alerts ● Government Funds Integration ● Dynamic Bill Recalculation for Insurance Changes ● Comprehensive Claim Preparation Checklist/Scrubber ● Claim Generation and Tagging ● Claim Submission and Tracking ● Payer-Specific Claim Division: ● Claim Status Management and Reporting ● Payor Accounting: ● Claim Resubmission Management: ● Claim Reconciliation |

| # | Core Modules | Scope of Work |
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| | | <ul style="list-style-type: none"> ● Patient Balance Tracking ● Write-off Management ● Comprehensive Claim Reports ● Claims Management Dashboard |
| 23 | Biomedical Equipment Maintenance Module | <p>The module should support both scheduled (preventive) and unscheduled (breakdown/repair) maintenance activities, manage third-party maintenance arrangements, track associated costs, and provide comprehensive reporting and analytics. Key Functionalities:</p> <ul style="list-style-type: none"> ● Master Data Management ● Preventive Maintenance Management ● Breakdown/Repair Maintenance Management ● Third-Party Maintenance Management ● Equipment Tracking and Details ● Cost Tracking and Financial Management ● Reporting and Analytics |
| 24 | Birth Registration Module | <p>The Birth Registration module must provide a comprehensive and secure system for recording and managing newborn birth details within AIIMS New Delhi, adhering to hospital protocols and any relevant statutory requirements. Key Functionalities:</p> <ul style="list-style-type: none"> ● Birth Data Entry: ● Birth Certificate/Card Generation Details ● Mother and Child Identification: ● Document Management ● Digital Record Authentication and Approval ● Birth Card Issuance |
| 25 | Death Registration Module | <p>The Death Registration module must provide a comprehensive and secure system for recording and managing patient death details within AIIMS New Delhi, differentiating between natural and unnatural causes and adhering to hospital protocols and legal requirements. Key Functionalities:</p> <ul style="list-style-type: none"> ● Cause of Death Designation ● Unnatural Death Handling ● Natural Death Registration ● Death Certificate/Form Details ● Document Management ● Digital Record Authentication and Approval ● Death Certificate/Form Issuance |
| 26 | Issue of Certificates Module | <p>The Issue of Certificates module must provide a robust and secure system for creating, approving, issuing, and managing various types of medical certificates within AIIMS New Delhi, adhering to established formats and authorization protocols. Key Functionalities:</p> <ul style="list-style-type: none"> ● Certificate Template Management: ● Doctor-Wise Template Creation: |

| # | Core Modules | Scope of Work |
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| | | <ul style="list-style-type: none"> ● Certificate Approval Workflow ● Configurable Approval Mechanism ● Certificate Issuance ● Certificate Re-Issuance ● Digital Signature Support |
| 27 | Autopsy Management Module | <p>The Autopsy Management module must provide a comprehensive system for managing all aspects of autopsy procedures within AIIMS New Delhi, catering to both Medico-Legal Cases (MLC) and Non-Medico-Legal Cases (Non-MLC). This module should streamline the process from requisition to report generation, ensuring accurate documentation and adherence to protocols.</p> <ul style="list-style-type: none"> ● Autopsy Requisition ● Medico-Legal Case (MLC) Specific Features ● Interactive Autopsy Dashboard ● Body Transfer to Mortuary ● Access to Patient History During Autopsy ● Investigation Test Suggestions ● Non-Medico-Legal Case (Non-MLC) Specific Features |
| 28 | Ambulance Management Module | <p>The module should streamline the process from request initiation to trip completion and integrate with other relevant HMIS modules for seamless operation and billing. Key Functionalities:</p> <ul style="list-style-type: none"> ● Request Tracking ● Ambulance Allocation and Dispatch ● Communication ● GPS-Based Tracking and Logging ● Billing Integration ● Future Enhancements (Proposed) |
| 29 | WEB PORTAL / Mobile App (Both for Doctors and Patients) | <p>The Web Portal/Mobile App shall not be limited to a standalone portal. It shall function as the Unified Web Interface that enables a consistent, role-based experience for doctors and patients, with secure access to integrated services.</p> <ul style="list-style-type: none"> ● Doctor-Facing Unified Clinical Interface: The doctor portal shall provide: <ul style="list-style-type: none"> ○ Single sign-on (SSO) and role-based access controls aligned to clinical privileges ○ Patient-context launch and a consolidated longitudinal timeline view ○ In-workflow access to orders, results, clinical notes, discharge summaries, OT/ICU documentation, and MRD documents ○ Integrated access to approved legacy systems during transition (embedded view and/or context-aware deep links), with audit |

| # | Core Modules | Scope of Work |
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| | | <p>trails</p> <ul style="list-style-type: none"> ● Patient-Facing Digital Services: The patient portal shall provide: <ul style="list-style-type: none"> ○ Appointment booking and management, visit history, prescriptions, lab/radiology reports (as permitted), discharge summaries, and billing/receipts ○ Notifications and reminders (appointments, follow-ups, investigations, admissions/discharge steps as applicable) ○ Multilingual user interface and accessibility support to improve reach and adoption ● Security, Audit, and Consent <ul style="list-style-type: none"> ○ All portal access shall be protected using strong authentication mechanisms as approved by AIIMS ○ Audit logs shall be maintained for patient data access and downloads ○ Consent and privacy controls shall align with applicable Government of India requirements and AIIMS policies. |
| 30. | Medico-Legal Case / Report (MLC / MLR) Module | <p>This module will ensure proper identification, documentation, tracking, and reporting of MLCs, adhering to legal and hospital protocols. Key Functionalities:</p> <ul style="list-style-type: none"> ● MLC Case Identification and Tracking ● Legal Requirement Checklist and Alerts ● Patient Assessment and Treatment Details (Living Patients) ● Medicolegal Report (MLR) Generation ● Brought in Dead/Death Before Registration ● MLC Tracking and Identification Across Episodes ● MLC Details at Registration ● Conversion to MLC at a Later Stage |
| 31. | Forensic Medicine and Toxicology Module | <p>This module will facilitate the processing of medico-legal cases, including autopsy requests, documentation, provisional cause of death determination, and the handling of samples for forensic analysis. Key Functionalities:</p> <ul style="list-style-type: none"> ● Autopsy Request Management ● Medico-legal Form Management ● Provisional Cause of Death Generation ● Forensic Sample Management |
| 32. | Mortuary Module | <p>The HMIS must include a comprehensive Mortuary Management module designed to efficiently manage all key operations related to the storage and release of deceased individuals within AIIMS New Delhi, adhering to hospital protocols and any relevant legal requirements. Key Functionalities:</p> <ul style="list-style-type: none"> ● Body Transfer to Mortuary |

| # | Core Modules | Scope of Work |
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| | | <ul style="list-style-type: none"> ● Mortuary Space Management ● Label Generation ● Mortuary Inwards Registration ● Body Identification, Death Certificate Review, Storage, and Tracking ● Body Handover to Relatives ● Mortuary Outwards Registration ● Reports and Statistics |
| 33 | E- ICU module | <p>The software deployed should be able to achieve following goals to create an e-ICU solution, but are not limited to:</p> <ul style="list-style-type: none"> ● Machine Integration ● Real-Time Monitoring and Visualization ● Alert Management ● Remote Monitoring Capabilities ● Integration with EMR ● Reporting and Analytics (for e-ICU) ● Modular Design ● Training and Support (for e-ICU) ● Customized clinical and administrative workflows for super-speciality departments. |
| 34 | Academic and Research Information Management Module | <p>This module shall comprehensively support all educational programs, including but not limited to the:</p> <ul style="list-style-type: none"> ● MBBS program, ● Bachelor-level programs in Nursing, ● Pharmacology, and allied health sciences, ● Postgraduate (MD/MS) degrees, ● Super-specialty (DM/MCh) programs, ● Research fellowships, PhD courses etc. <p>The bidders responsibilities for this module include, but are not limited to:</p> <ul style="list-style-type: none"> ● Student Lifecycle Management ● Academic Department Workflows ● Research Management ● Reporting and Analytics ● Integration and Access Control |
| 35 | Building Management Module | <p>The bidders responsibilities for this module include, but are not limited to:</p> <ul style="list-style-type: none"> ● Asset Management: ● Maintenance Management ● Facility Management ● Vendor Management (for Building Related Services) ● Reporting and Analytics (for Building Operations) ● Integration <p>The bidders are expected to provide a detailed plan for how this Building Management Module will be implemented to cater to the specific needs of AIIMS's extensive and complex infrastructure, ensuring efficient</p> |

| # | Core Modules | Scope of Work |
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| | | operations and resource utilization. |
| 36 | Administrative Modules | <p>This module must be proposed, demonstrated, and priced separately. The bidders must also outline a feasible integration and migration roadmap, should AIIMS choose to transition these functions into the HMIS environment at a later stage.</p> <ul style="list-style-type: none"> ● Workforce Logistics and Contract Staff Governance If Workforce Logistics and Contract Staff Governance is implemented, it shall support workforce logistics capabilities such as: <ul style="list-style-type: none"> ○ Shift rostering and duty allocations (including ward/unit level coverage views) ○ Geofenced attendance and time capture for contractual staff (where approved by AIIMS) ○ Supervisor approvals, exception handling (late/early/absent), and audit-ready timesheets ○ Analytics on staffing adequacy, overtime, and deployment efficiency by unit/department ○ The HRMS/workforce functions shall integrate with operational requirements of clinical units (e.g., ICU/wards/OT scheduling support) as applicable. ● Payroll Management System ● Inventory/Material Management Module: The module should cover the entire lifecycle from purchase requisition to payment approval, ensuring efficient stock management, cost control, and compliance with relevant guidelines. Key Functionalities: <ul style="list-style-type: none"> ○ Inventory Management ○ Procurement Management ○ Reporting and Analytics ● Maintenance and Asset Management Module <p>This module should support both preventive and repair maintenance needs, track AMC schedules and agreements, and integrate with other relevant modules like Fixed Assets, Purchasing, Inventory, and Payroll to provide accurate cost tracking and efficient management of maintenance activities. Key Functionalities:</p> <ul style="list-style-type: none"> ○ Asset Lifecycle Management ○ Preventive Maintenance Management ○ Repair and Breakdown Maintenance ○ Inventory and Spare Parts Management ○ Purchasing and Vendor Management ○ Financial Management ○ Alerts and Notifications ○ Reporting and Analytics <p>Security and Access Control Management</p> |
| 37 | Reports and Analytics | The module should offer both pre-configured standard reports and the flexibility to create custom reports based on specific user needs. Key |

| # | Core Modules | Scope of Work |
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| | Module | Functionalities: <ul style="list-style-type: none"> ● All / Fixed Reports ● Performance and Data Retrieval ● External Portal Integration ● User-Specific Reports ● Emergency Event Analysis ● Integrated Disease Surveillance Program (IDSP) Reports ● Content Management System (CMS) Support ● National Health Program Reporting |
| 38. | AI-Enabled Modules – Vision for Futuristic HMIS at AIIMS New Delhi | <p>The system should reflect the scale and standards of a world-class academic medical center, building the foundation for real-time intelligence, multilingual accessibility, and data-driven governance. Preference will be given to bidders demonstrating mature, clinically usable AI capabilities with clear governance and measurable performance.</p> <ul style="list-style-type: none"> ● Multilingual Clinical Documentation (Voice-to-Text (Bhashini Integration)+ Translation) <ul style="list-style-type: none"> ○ The solution shall support voice-to-text for clinical documentation, including OPD prescriptions and clinical notes, with multilingual capability suitable for Indian languages. ○ AIIMS prefers integration with Government-supported language platforms (e.g., Bhashini) or an equivalent approach that can be validated by AIIMS. ○ The bidder shall provide measurable benchmarks (accuracy, latency, and workflow usability) and demonstrate clinician-in-the-loop editing with full audit trail. ● AI-Assisted Clinical Summaries <ul style="list-style-type: none"> → The solution shall provide AI-assisted admission and discharge summaries that can compile relevant clinical information from the patient timeline. → Generated content must be clearly marked as AI-assisted, editable by clinicians, and fully auditable (who edited what and when). ● Clinical Decision Support (CDS) and Safety Alerts: At minimum, the solution shall support configurable CDS such as: <ul style="list-style-type: none"> ○ Allergy and intolerance checks ○ Drug-drug interaction alerts and duplicate therapy checks ○ Dose range checks and high-risk medication alerts (where configured) ○ Critical result alerts and escalation workflows. ○ All alerts shall support audit logging and clinician override |

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| | | <p>reasons to manage alert fatigue.</p> <ul style="list-style-type: none"> ● Automated Medical Coding and Billing Assistance <ul style="list-style-type: none"> ○ The solution shall support AI-assisted disease coding suggestions and documentation completeness checks to improve accuracy and reduce rework. ○ AI suggestions must be reviewable, explainable at a high level, and auditable. ● AI Assistance in EMR <ul style="list-style-type: none"> ○ The solution shall support in the creation of EMR templates for all types of medical records using AI-based tools. ○ The solution shall assist in determining the medical diagnosis of a patient based on clinical history and assessments. ● AI Governance and Controls (Mandatory) <ul style="list-style-type: none"> ○ Human-in-the-loop validation for all clinical outputs ○ Audit logs for AI outputs and user actions ○ Model update/change control and rollback strategy ○ Data privacy controls for any training/tuning, aligned to AIIMS policies and applicable law <p>Note:For this EOI, AI-enabled capabilities shall be classified as: (A) minimum mandatory capabilities to be demonstrated at the EOI stage, and (B) desirable capabilities to be delivered as part of the innovation roadmap.</p> <p>Bidders shall clearly identify which AI capabilities are available and usable in production today, and shall provide measurable benchmarks (accuracy, latency, and workflow usability) and demonstration evidence for the mandatory capabilities, along with the AI governance controls described in this EOI.</p> <p>AI outputs intended for clinical use shall be human-in-the-loop, auditable, and compliant with applicable data protection and clinical safety requirements.</p> |

5.4. System Architecture

- 5.4.1.** It is expected that the proposed digital solution shall be built using a cloud-native architecture to ensure scalability, resilience, and operational efficiency. The solution should leverage containerization, microservices, and orchestration platforms to enable independent deployment, scaling, and maintenance of application components. Managed cloud services should be utilized wherever possible to reduce infrastructure overhead and improve reliability.
- 5.4.2.** The architecture should support automated CI/CD pipelines, enabling rapid, consistent, and secure delivery of updates. Built-in observability, including monitoring, logging, and alerting, should be incorporated to ensure high availability and proactive issue resolution.
- 5.4.3.** Additionally, the design should follow security-by-design and cost-optimization principles to ensure compliance, performance, and sustainable operations in a dynamic cloud environment.
- 5.4.4.** In addition to cloud-native application architecture, the bidder shall provide an enterprise integration architecture that prevents point-to-point sprawl and supports scalability:
 - 5.4.4.1.** API-first approach with an API gateway for internal/external integrations
 - 5.4.4.2.** Standards-based interoperability (HL7, FHIR, DICOM) for clinical data exchange
 - 5.4.4.3.** An integration hub/interface engine (or equivalent) to manage, monitor, and govern interfaces.
 - 5.4.4.4.** Centralized audit logging and observability for application and integration layers.
 - 5.4.4.5.** A structured data platform for analytics and reporting, with defined data lineage and access controls.
- 5.4.5.** IT Service Management and SLA Monitoring Tooling: The bidder shall provide IT Service Management (ITSM) capabilities aligned to ITIL practices, including at minimum:
 - 5.4.5.1.** Incident management, service request management, problem management, change management, and a knowledge base.
 - 5.4.5.2.** The bidder shall provide a ticket management system and SLA monitoring dashboards/tools for tracking acknowledgement, response, workaround, and resolution timelines, and for generating periodic SLA compliance reports required by AIIMS.
 - 5.4.5.3.** The ITSM solution shall be integrated with the monitoring/observability stack (logs, metrics, traces) to enable alert-to-ticket workflows and SLA measurement.
 - 5.4.5.4.** If AIIMS chooses to continue with an existing ticket management system, the bidder shall integrate, configure, and operationalize the same, subject to AIIMS approval.

5.5. System Architecture -Hosting IT Infrastructure

- 5.5.1.** The digital solution is proposed to be deployed on cloud infrastructure on MeitY approved cloud service providers. A disaster-recovery site is also proposed to be deployed to ensure system resilience, data protection, and service continuity. It is also proposed to synchronise identified mission-critical applications with IT infrastructure to be deployed on local / on-premises environments to provide business continuity in case of any internet connectivity outages.
- 5.5.2.** The bidder is expected to propose and implement, at a minimum, the following indicative capabilities, to be detailed and finalized at the RFP stage:
- 5.5.2.1.** Clearly defined Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) for mission-critical clinical modules and supporting services.
 - 5.5.2.2.** High availability architecture across application, database, and integration layers to ensure continuous availability of critical services.
 - 5.5.2.3.** Periodic Disaster Recovery drills and documented restoration test results, with participation and/or oversight by AIIMS, as applicable.
 - 5.5.2.4.** A business continuity approach to address internet connectivity outages for identified mission-critical clinical workflows, including local survivability mechanisms, subject to approval by AIIMS.
- 5.5.3.** The hostingIT infrastructure shall cover AIIMS, New Delhi and all of its external campuses viz., Jai Prakash Narayan Apex Trauma Centre (JPNATC), National Cancer Institute, AIIMS Jhajjar (NCI), National Drug Dependence Treatment Centre, Ghaziabad (NDDTC), and Comprehensive Rural Health Services Project, Ballabgarh (CRHSP) and any other location managed by AIIMS-New Delhi and other remote users.
- 5.5.4.** The selected bidder is expected to provide the production hosting IT infrastructure (on MeitY approved hyperscale cloud service providers) including DR site and local IT infrastructure for hosting mission-critical modules of the proposed digital solution.
- 5.5.5.** Capacity Sizing and Peak Load:
- 5.5.5.1.** The bidder shall propose an indicative sizing for compute, storage, and network capacity for the primary DC and DR environments, including sizing assumptions for peak concurrent users and transaction volumes.
 - 5.5.5.2.** The sizing shall include sufficient headroom for observed peak loads and projected growth and shall be validated through performance and load testing as per Section 5.2.4.2 (Peak Load Testing and Headroom).
 - 5.5.5.3.** Final capacity sizing will be finalized during solution design based on the bidder site survey, baseline measurements, and AIIMS-approved workload assumptions.

5.6. Deployment Model

The Digital AIIMS solution shall be implemented using a phased, wave-based approach to reduce risk and ensure clinical safety.

5.6.1. Wave-Based Phased Deployment (Preferred)

Wave 0: Pilots go-live for selected departments/centres for validation of integrated workflows

Wave 1: Core clinical modules (Registration/ADT, EMR, OPD, IPD, Emergency) with diagnostics and pharmacy integrations as required

Wave 2: Remaining clinical support services and speciality modules (OT, ICU/e-ICU, blood bank, CSSD, etc.)

Wave 3: Academic/Research modules and agreed administrative modules

Each wave shall include training, parallel run (where applicable), stabilization, and cutover gates.

5.6.2. Legacy Coexistence and Transition Management (Mandatory)

AIIMS operates multiple clinical and administrative applications. During the implementation phase, legacy systems may need to run in parallel with the proposed solution to ensure continuity of care and uninterrupted services.

5.6.2.1. Legacy Coexistence Strategy: The bidder shall propose and implement a structured coexistence strategy covering:

- i. Parallel run approach (dual-run) for defined modules/centres until stabilization and formal cutover sign-off
- ii. Bidirectional or unidirectional synchronization rules (as applicable) to avoid duplicate entry and inconsistent patient records
- iii. Clear definition of 'system of record' for each data domain during transition (e.g., patient identity, orders, results, billing)
- iv. Controlled decommissioning plan with archival access, retention, and audit needs.

5.6.2.2. Mandatory Interim-State Deliverables: The bidder shall deliver:

- i. A complete 'Legacy Application Integration Plan' mapped to AIIMS' existing application landscape
- ii. Interface roll-out sequencing aligned to the deployment waves
- iii. A legacy access strategy from the Unified Clinical Workstation (read-only or transactional access as approved)
- iv. Standard operating procedures for downtime, re-sync, and discrepancy resolution during parallel run.

5.6.2.3. Cutover Gates: Cutover for each wave/module/centre shall be permitted only after:

- i. Successful completion of integration testing and performance validation for peak loads
- ii. Migration reconciliation and clinical validation sign-off (where migration is applicable)
- iii. User training completion and stabilization criteria met as defined by AIIMS

5.7. Data Migration and Backup

- 5.7.1.** It is envisaged that the existing IT system shall be kept aligned and operational for a limited transition period to facilitate data migration, validation, and transition to the new digital solution.
- 5.7.2.** Conduct a comprehensive audit and assessment of all legacy systems, including structured and unstructured data sources.
- 5.7.3.** Define a data mapping and migration strategy aligning legacy data fields with the proposed HMIS data model.
- 5.7.4.** Classify data into active, historical, and archival datasets and define migration priorities accordingly.
- 5.7.5.** Execute secure, phased data migration with minimal disruption to hospital operations.
- 5.7.6.** Implement a Zero Data Loss migration assurance framework, including:
 - 5.7.6.1.** Source-to-target reconciliation covering record counts, key-field completeness checks, referential integrity validation, and exception reporting.
 - 5.7.6.2.** Traceability of all migrated records to source system identifiers, supported by audit logs.

- 5.7.6.3.** Clinical data validation, including AIIMS-defined sampling and review/sign-off by designated clinical and MRD representatives for high-risk clinical data such as allergies, medications, diagnoses, operative notes, and discharge summaries.
- 5.7.6.4.** Parallel run validation, where required, during which legacy and new systems operate concurrently, with discrepancy capture, tracking, and resolution.
- 5.7.6.5.** Formal migration sign-off gates prior to cutover for each migration wave, module, or centre.
- 5.7.7.** Maintain data confidentiality, integrity, accuracy, traceability, and auditability throughout the migration process
- 5.7.8.** Maintain data confidentiality, integrity, accuracy, traceability, and auditability throughout the migration process.
 - 5.7.8.1.** Implement automated and encrypted backup mechanisms , including daily incremental and periodic full backups.
 - 5.7.8.2.** Establish a disaster recovery (DR) and business continuity framework with defined RTO and RPO parameters.
 - 5.7.8.3.** Conduct periodic backup restoration drills and validation exercises to ensure recoverability and operational readiness.
 - 5.7.8.4.** Maintain complete documentation of migration procedures, reconciliation and validation results, backup policies, and recovery processes, and provide appropriate training or knowledge transfer to AIIMS IT personnel.

5.8. Training and Capacity Building

- 5.8.1.** The bidder shall conduct a Training Needs Analysis (TNA) for all user categories, including clinicians, nursing staff, administrative users, IT teams, and finance personnel.
- 5.8.2.** The bidder shall design and deliver role-based training programs, supported by classroom sessions, live demonstrations, hands-on practice, user manuals, videos, and self-learning resources.
- 5.8.3.** A Train-the-Trainer model shall be implemented by identifying and training nominated AIIMS personnel to ensure long-term knowledge retention and self-sufficiency.
- 5.8.4.** The bidder shall establish a dedicated training and sandbox environment at AIIMS to enable realistic simulations and practical exposure prior to and during Go-Live.
- 5.8.5.** Training shall be aligned with department-wise Go-Live schedules, including intensive training for super-users and key stakeholders to ensure operational readiness.

- 5.8.6. The bidder shall deploy on-site handholding and support teams during the initial Go-Live phase to ensure smooth transition and effective system adoption.
- 5.8.7. A 24×7 helpdesk support framework with defined L1/L2/L3 support levels and escalation mechanisms shall be established and operated in accordance with agreed SLAs.
- 5.8.8. The bidder shall implement a continuous feedback, refresher training, and improvement mechanism, including onboarding of new users and updates to training materials in line with system enhancements.

5.9. Operations and Maintenance

- 5.9.1. The ISSP shall be responsible for end-to-end operations and maintenance of the complete IT and HMIS ecosystem, including servers, storage, databases, applications, networks, security components, and all integrated systems, in accordance with guidelines issued by the AIIMS Delhi.
- 5.9.2. The ISSP shall provision skilled and experienced manpower resources, including system, network, database, and security administrators, to administer, monitor, and manage the entire IT infrastructure and application landscape.
- 5.9.3. The ISSP shall provide on-site and remote support for preventive maintenance, break-fix maintenance, troubleshooting, performance tuning, and issue resolution, ensuring adherence to defined SLA parameters.
- 5.9.4. The ISSP shall be responsible for user and access management, including creation, modification, and deletion of user accounts, role-based access control, password management, session controls, logging, and monitoring, in line with approved security policies.
- 5.9.5. The ISSP shall implement and maintain standard operating procedures (SOPs), documentation, and checklists for infrastructure, application, security, backup, and recovery operations, aligned with industry best practices and AIIMS-Delhi policies.
- 5.9.6. The ISSP shall ensure regular system health checks, patch management, configuration management, data backups, and disaster recovery readiness, including secure update procedures and periodic restoration testing.
- 5.9.7. The ISSP shall be responsible for continuous monitoring, identification, diagnosis, and resolution of infrastructure, network, and application issues, including maintenance of logs, audit trails, system synchronization, and terminal security controls.
- 5.9.8. The ISSP shall support technology refresh, change management, reporting, and exit/transition services, including warranty support, annual technology updates, regular reporting to AIIMS Delhi, and smooth handover at contract closure.

5.10. Project Duration

The project duration shall comprise

- Implementation Phase – 1 Years 6 Months
- Operations, Maintenance, and Support (OMS) Phase – 3 Years 6 Months
- Extension – 1 Year (Maximum 5 Times)

Note: Extension subject to satisfactory performance, compliance with applicable Service Level Agreements (SLAs), and mutual agreement, with approval of the Competent Authority.

5.11. Payment Terms

| Tentative Phase Wise Payment Plan | | | | |
|--|--|--|---|---------------------------|
| Phase | Milestone | Payment Percentage | | |
| Phase 0 | Submission of inception report within 30 days from the date of commencement of the project, covering project initiation, deployment of key resources, establishment of project governance structure, and submission of a detailed project implementation plan. | 10% | | |
| Phase 1 | Group 1 Module Adoption | | | |
| | 1.1 | Demonstration of the customized HIS/EMR (Group 1) solution made available for UAT environment | 1.5% | |
| | 1.2 | Formal acceptance of HIS/EMR (Group 1) on the UAT environment after review and successful incorporation of feedback/observations. | 2% | |
| | 1.3 | Incorporation of residual changes (if any), successful Go-Live of the HIS/EMR (Group 1) system, and completion of the stabilization period | 2% | |
| | Milestone | | Milestone Base Release | Payment Percentage |
| | 1.4 | User adoption (Approx. 15,000) | Minimum of 25% active users on the system | 1% |
| | | | Minimum of 75% active users on the system | 1% |
| | 1.5 | Volume of Digital Health records Generated | 10 Lakhs OPD Prescriptions | 1% |
| | | | 1 Lakhs Discharge Summary | 1% |
| | | | 5 Lakhs Laboratory & Radiology Reports (unique patient) | 1% |
| | | | 50,000 Surgery Records | 1% |

| | | | | |
|--------------------------------|--|--|---|---------------------------|
| | | | 2 Lakhs Insurance Claims | 1% |
| Group 2 Module Adoption | | | | |
| Phase 2 | 2.1 | Demonstration of the customized HIS (Group 2) solution made available for UAT environment | | 1.5% |
| | 2.2 | Formal acceptance of HIS (Group 2) on the UAT environment after review and successful incorporation of feedback/observations. | | 2% |
| | 2.3 | Incorporation of residual changes (if any), successful Go-Live of the HIS (Group 2) system, and completion of the stabilization period | | 3% |
| | Milestone | | Milestone Base Release | Payment Percentage |
| | 2.4 | User adoption (Approx. 2000) | Minimum of 50% active users for Group Two Modules | 1% |
| | | | Minimum of 80% active users for Group Two Modules | 1% |
| | 2.5 | Volume of Digital Health records Generated | 25,000 Vaccination and Immunization | 1% |
| | | | 15,000 Endoscopy Reports | 1% |
| | | | 25,000 Blood Donor and Blood issue records | 1% |
| | | | 25,000 Autopsy Reports | 1% |
| 2.6 | Volume of administrative records Generated | 100 % Student Life cycle | 1% | |
| Group 3 Module Adoption | | | | |
| Phase 3 | 3.1 | Demonstration of the customized HIS (Group 3) solution made available for UAT environment | | 1.5% |

| | | | | |
|----------------|------------------|---|--|---------------------------|
| | 3.2 | Formal acceptance of HIS (Group 3) on the UAT environment after review and successful incorporation of feedback/observations. | 2% | |
| | 3.3 | Incorporation of residual changes (if any), successful Go-Live of the HIS (Group3) system, and completion of the stabilization period | 3% | |
| | Milestone | | Milestone Base Release | Payment Percentage |
| | 3.4 | User adoption (Approx. 5,000) | Minimum of 50% active users on the system | 1% |
| | | | Minimum of 80% active users on the system | 1% |
| | 3.5 | Volume of Digital Health records Generated | 75,000 Diet Reports | 1% |
| | 3.6 | Volume of administrative records Generated | 100% Bio Medical Equipment Maintenance Reports | 1% |
| | | | 100 % research projects | 1% |
| | | | 100 %Asset register | 1% |
| | | | 100% HR & Payroll records | 1% |
| Phase 4 | 4.1 | Operation and Maintenance cost | 1% per months for 36 months | 36% |
| | 4.2 | Change request management | 0.25% per quarter for 36 Months (12 Quarters) | 3% |
| | 4.3 | Data Migration and Integration | The remaining legacy systems and application and new devices system procured during the project period | 1.5% |

| | | | |
|----------------|-----------------|--|-----|
| Phase 5 | Exit Management | 90 Days post successful hand over of records, systems and Knowledge transfer | 10% |
|----------------|-----------------|--|-----|

Note: Payment to the selected bidder shall be made on a quarterly basis as per the eligibility.

For the extended five (5) year period, annual maintenance and support shall be provided at a negotiated percentage of the initial contract value, payable in equal quarterly or half-yearly instalments, subject to satisfactory performance and compliance with the agreed Service Level Agreements (SLAs).

All payments shall be released only after the successful completion and acceptance of the applicable milestone(s), and after adjustment/deduction of any applicable penalties/LD/service credits (if any) as per the SLA and contractual provisions (refer Section 5.12).

Milestone acceptance (including UAT acceptance and Go-Live acceptance) shall require documented incorporation of user feedback/observations from nominated clinical/administrative stakeholders and formal sign-off by AIIMS, wherever applicable. AIIMS may use structured user feedback and/or user satisfaction inputs as part of milestone acceptance for relevant deliverables.

The above payment structure is indicative and may be refined during the RFP stage. AIIMS, New Delhi reserves the right to include performance-based incentives in the final contract.

5.12. Service Level Agreements and Penalties

5.12.1. The selected bidder shall be required to adhere to the prescribed minimum Service Level Agreements (SLAs) for the entire duration of the contract. The detailed SLA parameters, performance benchmarks, monitoring mechanisms, and penalty clauses for non-compliance shall be defined, finalized during the Request for Proposal (RFP) stage.

5.12.2. The following indicative minimum Service Level expectations are provided to outline AIIMS' operational and service expectations. These are indicative in nature, non-binding, and shall be refined, detailed, and finalized at the RFP stage:

5.12.2.1. System Availability

- a) Core clinical modules and integration services: Indicative availability of $\geq 99.95\%$ monthly uptime.
- b) Non-clinical / administrative modules: Indicative availability of $\geq 99.5\%$ monthly uptime

5.12.2.2. Incident Management (Indicative – 24x7 Support)

- a) Severity-1 (Critical):
 - Acknowledgement within 15 minutes
 - Workaround within 2 hours

- Resolution within 6 hours
- b) Severity-2 / Severity-3:
 - Indicative response and resolution timelines shall be defined during the RFP stage based on impact and criticality, as determined by AIIMS.

5.12.2.3. Performance Expectations

- a) Indicative time-bound response and resolution for performance degradation impacting clinical workflows.
- b) Expectation of proactive monitoring for:
 - Interface and integration failures
 - Integration latency and performance issues
- c) Provision of alerts and performance reports to AIIMS
- d) Indicative expectation of near-real-time detection and alerting for interface or integration failures, with defined escalation mechanisms.

5.12.2.4. Security and Patch Management

- a) Indicative expectation for timely remediation of critical security alerts and vulnerabilities.
- b) Periodic security posture reporting and audit support, as may be required by AIIMS.

5.12.2.5. Backup, Disaster Recovery, and Business Continuity

- a) Indicative expectation that the solution shall support robust backup and disaster recovery capabilities.
- b) Tiered Recovery Point Objectives (RPO) and Recovery Time Objectives (RTO) aligned to system criticality shall be proposed by the bidder and finalized at the RFP stage.

5.12.3. Indicative SLA Measurement and Penalty Computation Approach (to be finalized in RFP)

(a) SLA measurement shall be based on system-generated logs from monitoring/observability tools and ITSM/ticketing systems, as applicable, and shall be auditable by AIIMS.

(b) Penalties/service credits shall be linked to measurable SLA deviations such as:

- (i) monthly uptime shortfall,
- (ii) breach of incident acknowledgement/response/resolution timelines, and
- (iii) repeated performance degradation impacting clinical workflows.

(c) Penalties may be applied on the monthly/quarterly O&M charges for the period of non-compliance, subject to an overall cap per period. The detailed SLA table, penalty rates, caps, and illustrative examples shall be specified in the RFP and the final contract.

6. EOI Submission Process

- 6.1.** Submission Requirements: Interested bidders shall submit the following documents, clearly indexed and paginated:
- 6.2.** Company Profile: Legal name, registered address, nature of business, year of incorporation, and details of a single point of contact for this EOI.
 - 6.2.1.** Relevant Experience
 - 6.2.1.1.** Details of HMIS/EMR implementations in large tertiary care hospitals, including client name, scope of work, project duration, go-live status, and user scale.
 - 6.2.1.2.** Client references and completion/performance certificates.
 - 6.2.1.3.** Experience in IOT/AI/ML-enabled healthcare solutions and integration with hospital systems and medical equipment.
 - 6.2.2.** Proposed HMIS Solution Overview
 - 6.2.2.1.** Brief description of the proposed HMIS and key modules.
 - 6.2.2.2.** High-level system architecture, technology stack, and integration approach.
 - 6.2.2.3.** Customization approach and data migration strategy.
 - 6.2.2.4.** Predictive bed management and patient flow forecasting
 - 6.2.2.5.** Command-centre dashboards for real-time operations
 - 6.2.2.6.** OR/OT schedule optimization and resource utilization analytics
 - 6.2.2.7.** Digital twin concepts for hospital operations (optional / desirable)

The proposed HMIS/HIS and EMR solution should be a pre-developed, production-grade product suite that is already deployed in healthcare institutions and is capable of meeting the scale of AIIMS New Delhi. Greenfield development of an entirely new HMIS platform is not envisaged under this project.

Configuration and customization are permitted to align the solution with AIIMS workflows and statutory requirements. Any new development (if unavoidable) shall be clearly identified and must be deliverable within the implementation period stated in Section 5.10.

The bidder shall submit a "Module Readiness and Customization Matrix" covering all modules in Annexure V, indicating for each module:

- (a) pre-developed and available for demo,
- (b) requires configuration/customization, or
- (c) requires new development, along with indicative timelines and dependencies.

- 6.2.3. Proposed Academics and Research Solution Overview: Brief description of the proposed Academics and Research solution key modules.
- 6.2.4. Proposed IT infrastructure Architecture: Brief description of the proposed IT infrastructure architecture for the digital solution.
- 6.2.5. Proposed Data Migration Plan: Brief description of the proposed Data Migration Plan for the digital solution.
- 6.2.6. Proposed Operations and Maintenance Plan: Brief description of the proposed Operations and Maintenance Plan for the digital solution
- 6.2.7. IOT/AI/ML-Enabled Capabilities: Summary of proposed AI features such as voice-to-text, automated clinical summaries, predictive analytics, and coding/billing assistance, including accuracy and integration readiness.
- 6.2.8. Compliance Declaration
 - 6.2.8.1. Compliance with MeitY / NIC cybersecurity guidelines and NDHM/ABDM requirements.
 - 6.2.8.2. Overview of data hosting, security controls, backup, and disaster recovery.
 - 6.2.8.3. Relevant certifications (e.g., ISO 27001, SOC 2), if available.
- 6.2.9. Indicative Project Plan

High-level implementation phases, indicative timelines, and proposed team structure. The bidder shall submit a 3-year HMIS innovation roadmap aligned to AIIMS' academic medical centre needs. The roadmap must include:

- (a) required data foundations,
- (b) integration dependencies,
- (c) clinical safety governance, and
- (d) phased roll-out plan.
- 6.2.10. Gap Analysis report: The bidder may submit the GAP analysis report generated after visiting AIIMS.
- 6.2.11. Audited Financial Statements: Audited Balance Sheet, Profit & Loss Account, and Cash Flow Statement for the last three (3) financial years: FY 2022–23, FY 2023–24, and FY 2024–25.
- 6.2.12. Self-Declaration: Declaration on company letterhead, signed by an authorized signatory, confirming that the bidder is not blacklisted by any Government authority or PSU.
- 6.2.13. Key Personnel Details
Organizational chart and brief profiles of key personnel proposed for the project.

6.3. Submission Instructions

Detailed EOI has to be submitted through the **CPP portal** on or before **XX XXX 20XX at 18:00 Hrs.**

No extension on the specified submission schedule will be entertained.

6.4. Presentation of Digital AIIMS solution

As part of the evaluation process, shortlisted bidders shall be required to present their proposed Digital AIIMS solution to the AIIMS Technical Committee on a date to be decided and notified by AIIMS.

6.4.1. Product Demonstration and Evaluation Access

6.4.1.1. As part of the EOI technical evaluation, the bidder shall provide a live demonstration and hands-on evaluation access to the proposed Digital AIIMS solution (HMIS/HIS/EMR and related modules proposed under this EOI).

6.4.1.2. The bidder shall provision a secure demo/sandbox environment (hosted by the bidder) and provide test user credentials to the AIIMS Technical Committee for evaluation during the EOI process. All costs towards providing such access (including licenses, hosting, environment setup, and support) shall be borne by the bidder.

6.4.1.3. The demo/sandbox environment shall contain only anonymized/synthetic data. No real patient data shall be used for the EOI evaluation.

6.4.1.4. AIIMS reserves the right to validate key workflows, role-based access, audit trails, and integration approach as demonstrated by the bidder, through functional walkthroughs in the demo/sandbox environment.

6.5. Shortlisting of bidders for digital AIIMS Solution

6.5.1. The objective of this Expression of Interest (EOI) is to identify and shortlist strictly those solution providers capable of delivering a high-performance, secure, and reliable HMIS ecosystem. Considering the strategic criticality of the 'Digital AIIMS' project, the complexity of workflows, and the imperative of data privacy under the DPDP Act, the Institute intends to utilize this EOI as a pre-qualification stage.

6.5.2. AIIMS intends to shortlist up to ten (10) bidders based on this EOI evaluation, subject to the bidders meeting the minimum eligibility criteria and the minimum qualifying technical score as specified by AIIMS.

6.5.3. Shortlisting shall be based on objective evaluation of the EOI submissions (including experience, solution capability, architecture approach, compliance declarations, and presentations/demonstrations). If fewer than ten bidders qualify, AIIMS may shortlist fewer bidders.

6.5.4. Consequently, the subsequent Request for Proposal (RFP) may be issued as a Limited Tender Enquiry, restricted exclusively to the bidders shortlisted based on the evaluation of this EOI.

Notwithstanding the above, AIIMS New Delhi reserves the absolute right and discretion to determine the final mode of procurement—whether to proceed with a Limited Tender amongst the shortlisted bidders or to float an Open Tender—based on the response

received and in the best interest of the Institute, in accordance with the applicable provisions of the General Financial Rules (GFR).

7. Evaluation of EOI

7.1. Evaluation of Experience

| Technical Criteria | Score | Maximum Marks |
|---|---|---------------|
| Cloud service provider capabilities (Bidders are required to submit documentary evidence) | 1 Project – 1 Mark 2 Projects – 3 Marks 3 Projects – 5 Marks | 5 Marks |
| Hosting infrastructure experience (<i>Bidders are required to submit documentary evidence</i>) | 1 Project – 1 Mark 2 Projects – 3 Marks 3 Projects – 5 Marks | 5 marks |
| HMIS Experience (<i>Bidders are required to submit documentary evidence as per Annexure – VI Proposed Bidder Eligibility Criteria</i>) | 1 Project – 3 Mark 2 Projects – 6 Marks 3 Projects – 10 Marks | 10 marks |
| Academic Management solution Experience Note: (<i>Bidders are required to submit documentary evidence as per Annexure – VI Proposed Bidder Eligibility Criteria</i>) | 1 Project – 1 Mark 2 Projects – 3 Marks 3 Projects – 5 Marks | 5 marks |
| Research Management solution Experience Note: (<i>Bidders are required to submit documentary evidence as per Annexure – VI Proposed Bidder Eligibility Criteria</i>) | 1 Project – 1 Mark 2 Projects – 3 Marks 3 Projects – 5 Marks | 5 marks |
| Application integration Experience Note: (<i>Bidder are required to submit documentary evidence duly signed and stamped from Competent authority</i>) | 1 Project – 1 Mark 2 Projects – 3 Marks 3 Projects – 5 Marks | 5 marks |

| Technical Criteria | Score | Maximum Marks |
|---|--|---------------|
| <p>Experience of large-scale change management in Govt. digital health projects (Min 10K users)</p> <p>Note: (Bidders are required to submit documentary evidence from the client user duly signed and stamped from competent authority)</p> | <p>1 Project – 3 Mark 2 Projects – 6 Marks 3 Projects – 10 Marks</p> | 10 marks |
| <p>Experience of past collaborative projects among the bidding entities in Govt. sector.</p> <p>Note: (Bidders are required to submit documentary evidence as per Annexure – VI Proposed Bidder Eligibility Criteria)</p> | <p>1 Project – 1 Mark 2 Projects – 3 Marks 3 Projects – 5 Marks</p> | 5 marks |

7.2. Application Demonstration and presentation

| Domain | Score | Maximum Marks |
|------------------------|--|---------------|
| HMIS | <p>10 modules- 2 Marks More than 10 less than 15- 3 Marks Above 15 module – 5 Marks UI/UX – 5 Marks Mobile app- 2 Marks Equipment integration- 3 Marks</p> | 15 Marks |
| Academic | <p>5 modules- 2 Marks More than 5 less than 10- 3 Marks Above 10 module – 5 Marks UI/UX – 3 Marks Mobile app- 2 Marks</p> | 10 Marks |
| Research | <p>5 modules- 2 Marks More than 5 less than 10- 3 Marks Above 10 module – 5 Marks UI/UX – 3 Marks Mobile app- 2 Marks</p> | 10 Marks |
| AI/ML | Per use case 1 Marks (Max 5 use cases) | 5 Marks |
| Technical presentation | <p>Solution Architecture Functional Architecture Synchronization Architecture Transition Plan Application adoption Plan Project Management plan</p> | 10 Marks |

8. Terms and Conditions

- 8.1.** The information contained in this Expression of Interest ("EOI") or subsequently provided to Applicants, whether verbally or in any other form, is provided on the terms and conditions set out herein. This EOI is not an agreement and does not constitute an offer or invitation by the Authority to any person.
- 8.2.** The purpose of this EOI is to provide information to interested parties to assist them in preparing their submissions. The EOI includes certain assumptions, assessments and statements made by the Authority in relation to the proposed consultancy/services, which may not be complete, accurate or exhaustive.
- 8.3.** The Authority, its employees and advisers make no representation or warranty regarding the accuracy, adequacy, correctness, reliability or completeness of the information contained in this EOI and accept no liability for any loss, damage, cost or expense arising out of or in connection with reliance on this EOI or participation in the EOI process.
- 8.4.** Applicants are advised to conduct their own investigations and seek independent advice before submitting their EOI. Information relating to laws and regulations is indicative only and should not be considered a complete or authoritative statement of law.
- 8.5.** The Authority may, at its sole discretion, amend, update or withdraw this EOI and reserves the right to reject any or all EOIs without assigning any reason whatsoever. The Authority is not bound to shortlist or select any Applicant or to proceed further with any subsequent process.
- 8.6.** All costs incurred by Applicants in connection with the preparation and submission of the EOI shall be borne solely by the Applicants. The Authority shall not be liable for any such costs, regardless of the outcome of the EOI process.

9. Annexure – I EOI Submission Form

(To be submitted on the letterhead of the Agency(s))

To,

Date:

XXXXXXXXXX,

XXXXXXXXXX,

Dear Sir,

Subject: Submission of the Expression of Interest (EOI) for

We,undersigned, offer to provide services in accordance with your Expression of Interest (EOI) for "XXXXXXXXXXXXXXXXXXXX" dated. We are hereby submitting our Expression of Interest (EOI).

We hereby declare that all the information and statements made in this Expression of Interest (EOI) are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of the EOI document. We understand AIIMS is not bound to accept any proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Bidder:

Address:

Location:

Date:

10. Annexure – II Bidder Information

| Sr. No. | Items | Bidder's Response |
|---------|---|-------------------|
| 1 | Basic Information a) Name of the organization & contact person b) Registered office Address c) Phone no. of the contact person d) Email address of the contact person e) Web site if any, of the organization f) Year of commencement of business g) PAN no. h) Service tax registration No. / GST No. | |
| 2 | Location of competency center and number of professionals | |
| 3 | No. of certified professionals with mandatory skills. | |
| 4 | Average relevant experience of Project Managers handled software development projects | |
| 5 | Average relevant experience of software engineers implemented Development projects | |
| 6 | Net profits during past three financial years Net Profit (In Rupee Lakhs) For 2024-25 For 2023-24 For 2022-23 | |
| 7 | Annual turnover of the bidder (in Rupee Lakhs) in each of the last three financial years For 2024-25 For 2023-24 For 2022-23 | |

Authorized Signatory:

Name of the authorized signatory:

Date:

Place:

Seal:

11. Annexure – III Format for Submission of Previous Projects undertaken

Details of the project undertaken in India (Attach Copy of Purchase orders/ any documentary evidence) **(One sheet for each Project should be submitted)**

Project no. 1

| Sr. | Items | Mandatory (Y/N) | Bidder's Response |
|-----|---|-----------------|-------------------|
| 1 | Client name | Y | |
| 2 | Location of the client along with contact person, contact no and email id | Y | |
| 3 | a) Date of Purchase Order received for the project b) Date of Commencement of contract: c) Date of Implementation of the project: d) Status of the Project (whether Implementation or under Maintenance etc.): | Y | |
| 4 | Nature of project for the Clients (Please list the activities handled by the bidder) | Y | |
| 5 | Scope of Work | Y | |
| 6 | Team Size | Y | |
| 7 | Name of the Project Head | Y | |
| 8 | Name of the Technical Architect/ Designer/ Developer | Y | |
| 9 | Software Tools & Technology used | Y | |
| 10 | Total Efforts in Man months | Y | |
| 11 | Contract Amount (in Rupees Lakhs) | Y | |
| 12 | Any other relevant information including reason for delay if any | N | |

Note: The bidder should give the above information in this format only.

Authorized Signatory:

Name of the authorized signatory:

Date:

Place:

Seal:

(Bidders are required to furnish details for each project they have undertaken as per the eligibility criteria)

12. Annexure- IV Inclusion and Exclusion

12.1. Inclusion: The scope of Digital AIIMS under this EOI includes, but is not limited:

- 12.1.1. Implementation of the functional modules listed in Section 5.3 and Annexure V, including unified clinical workstation and longitudinal patient record.
- 12.1.2. Enterprise integration layer (API gateway, integration hub/interface engine, monitoring) and integration of identified legacy systems as per AIIMS-approved interface inventory.
- 12.1.3. Data migration as per Section 5.7, training and change management as per Section 5.8, go-live and stabilization, and operations and maintenance support as per Section 5.9.
- 12.1.4. Hosting of the application and data platform on the hybrid infrastructure model as per the Scope of work and Section 5.5, including DC/DR and approved local survivability for mission-critical workflows.

12.2. Exclusions: Unless explicitly specified otherwise in the RFP, the following are outside the scope of the ISSP/bidder:

- 12.2.1. Procurement/commissioning of physical network infrastructure (LAN/WAN), Wi-Fi, and end-user computing devices.
- 12.2.2. Civil/electrical works.
- 12.2.3. Non-IT medical equipment procurement.

The bidders shall, however, be responsible for ensuring that the Digital AIIMS application is deployed, configured, integrated, and performs as per the agreed SLAs on the available hybrid infrastructure landscape.

13. Annexure – V Compliance Form for Functional Modules

| # | Name of Modules | Compliance (Yes/No) | % of Compliance |
|-----|--|---------------------|-----------------|
| 1. | Outpatient Management Module | | |
| 2. | Inpatient Management Module | | |
| 3. | Electronic Medical Records (EMR) Module | | |
| 4. | Emergency Management Module | | |
| 5. | Appointment Scheduling | | |
| 6. | Queue Management System (QMS) Module | | |
| 7. | Operation Theatre (OT) / Surgery Management Module | | |
| 8. | Critical Care Module | | |
| 9. | Vaccination and Immunization Module | | |
| 10. | Nursing Care Module | | |
| 11. | Pharmacy Module | | |
| 12. | Clinical Support Service (CSS) Module | | |
| 13. | Endoscopy Labs Module | | |
| 14. | Blood Bank Module | | |
| 15. | Laboratory Information System (LIS) | | |
| 16. | Radiology Information System (RIS) | | |
| 17. | CSSD Module | | |
| 18. | Cath Lab Management Module | | |
| 19. | Diet and Kitchen Management Module | | |
| 20. | MIS Reports Module | | |
| 21. | Billing and Financial Management Module | | |
| 22. | Insurance & Claims Management Module | | |
| 23. | Biomedical Equipment Maintenance Module | | |
| 24. | Birth Registration Module | | |
| 25. | Death Registration Module | | |
| 26. | Issue of Certificates Module | | |
| 27. | Autopsy Management Module | | |
| 28. | Ambulance Management Module | | |

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| 29. | WEB PORTAL (Both for Doctors and Patients) | | |
| 30. | Medico-Legal Case / Report (MLC / MLR) Module | | |
| 31. | Forensic Medicine And Toxicology Module | | |
| 32. | Mortuary Module | | |
| 33. | E- ICU module | | |
| 34. | Academic and Research Information Management Module | | |
| 35. | Building Management Module | | |
| 36. | Administrative Modules | | |
| 37. | Reports and Analytics Module | | |
| 38. | AI-Enabled Modules – Vision for Futuristic HMIS at AIIMS New Delhi | | |

14. Annexure – VI Proposed Bidder Eligibility Criteria

| S. No. | Requirement | Specific Requirements | Documents Required |
|--------|---|--|--|
| 1. | Legal Status & Eligibility | <p>The Bidder should be an entity registered in India under the Companies Act, 1956/2013, LLP Act, 2008, Partnership Act, 1932.</p> <p>OR</p> <p>A Parastatal/Government Organization, as applicable, with a registered office in India.</p> <p>OR</p> <p>An entity acting as a lead bidder with sub-contractors comprising a maximum of three (3) members in addition to the lead bidder. Lead bidder shall be an IT/ICT company.</p> <p>Together with sub-contractors the lead bidder should be able to bring all the services expected in the scope of work.</p> | <p>Copy of Certificate of Incorporation / Registration</p> <p>In case of an entity bidding along with sub-contractors, the Lead Bidder would need to submit an agreement with the other sub-contractors (i.e., Subcontracting Agreement) for the contract clearly indicating the division of work and their relationship.</p> |
| 2. | HMIS Implementation experience of Bidder or its Subcontracting entities | <p>Condition For Bidder: The Bidder should have experience in at least one (1) ongoing or completed HMIS / HIS / EMR project in India during the last five (5) years, with a minimum project value of INR 10 Crores</p> <p>The project should be implemented in a single-location or multi-location healthcare setup with comprehensive hospital facilities.</p> <p>The implementation should cover hospitals with a minimum of 500 beds at a single location, and cumulatively at least 3,000beds across all locations.</p> <p>The solution should be capable of handling high patient volumes, with experience of managing more than a minimum of 15 lakh OPD visits and 1.5 lakh IPD</p> | <p>Work Completion Certificates from the client.</p> <p>OR</p> <p>Work Order + Self Certificate of Completion (Certified by the Statutory Auditor/ CA indicating the value of payment received against the work order(s)) (In the above case the value of payment received shall be greater than or equal to the amount mentioned in the eligibility criteria).</p> <p>OR</p> <p>Work Order + Completion Certificate from the client indicating the amount of payment made against the work order.</p> |

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| | | <p>admissions annually.</p> <p>Capable of handling $\geq 5,000$ OPD/day and ≥ 500 IPD/day.</p> <p>The solution should be integrated with PACS / Teleradiology / Teleconsultation systems.</p> <p>Ongoing projects, if any, should have reached steady-state operations as on the date of EOI submission.</p> <p>Condition For Public Sector Undertaking (PSU) entities:</p> <ul style="list-style-type: none"> - The bidder must have implementation experience in an ongoing or completed at least one HIMS/HIS/EMR cloud-based project in India during the last five (5) years, with a minimum project value of 1.5 Crores INR. <p>The project should be implemented in a single-location or multi-location healthcare setup with comprehensive hospital facilities.</p> <p>The implementation should cover hospitals with a minimum of 400 beds at a single location, and cumulatively at least 1,000beds across all locations.</p> <p>A single instance of the application must serve the network of multiple hospitals at different locations.</p> <p>The solution should be capable of handling high patient volumes, with experience of managing more than a minimum of 15 lakh OPD visits and 25000 IPD admissions annually (including all hospitals served by the single instance application).</p> <p>Capable of handling $\geq 10,000$ OPD/day and ≥ 500 IPD/day.</p> | <p>OR</p> <p>Work Order + Phase Completion Certificate from the client indicating the amount of payment made against that Phase. (In the above case the value of payment received shall be greater than or equal to the amount mentioned in the eligibility criteria).</p> <p>(Note: The Work Order/ Completion certificate / Phase the Completion Certificate should clearly depict the date, scope of work and the value of the project. Only software development along with maintenance plus support cost will be considered. Hardware, hosting or any other such cost will not be considered.)</p> <p>Proof for performance of application:</p> <p>Screenshot of the dashboard reflecting the required number of OPD visits and IPD admissions, duly certified by the client along with the public URL of the dashboard.</p> |
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| | | <p>The solution should be integrated with PACS / Teleradiology / Teleconsultation systems.</p> <p>Ongoing projects, if any, should have reached steady-state operations as on the date of EOI submission.</p> | |
| <p>3.</p> | <p>Academics and Research Solution Implementation experience of Bidder or its Subcontracting entities.</p> | <p>The Bidder should have experience in at least one (1) ongoing or completed Academics and Research management project in India during the last five (5) years, in a government medical college/Private Medical College/University or TOP 100 NIRF colleges.</p> | <p>Work Completion Certificates from the client.</p> <p>OR</p> <p>Work Order + Self Certificate of Completion (Certified by the Statutory Auditor/ CA indicating the value of payment received against the work order(s)) (In the above case the value of payment received shall be greater than or equal to the amount mentioned in the eligibility criteria).</p> <p>OR</p> <p>Work Order + Completion Certificate from the client indicating the amount of payment made against the work order.</p> <p>OR</p> <p>Work Order + Phase Completion Certificate</p> |

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| | | | <p>from the client indicating the amount of payment made against that Phase. (In the above case the value of payment received shall be greater than or equal to the amount mentioned in the eligibility criteria).</p> <p>(Note: The Work Order/ Completion certificate / Phase the Completion Certificate should clearly depict the date, scope of work and the value of the project. Only software development along with maintenance plus support cost will be considered. Hardware, hosting or any other such cost will not be considered.)</p> <p>Three (3) case studies with references to be submitted.</p> |
| 4. | <p>Technical Capability Bidder of</p> | <p>The bidder should have experience in ongoing or completed projects in IT Transformation project / ICT Project / IT & ITES projects(excluding hardware, consulting, transaction services, advisory services and FMS services) with Central Government / State Government / PSUs in the last five (5) years in India comprising minimum of One (1) Project of value not less than INR 30 crores</p> <p>OR</p> <p>Two (2) Projects of value not less than INR 20 crores each</p> <p>OR</p> <p>Three (3) Projects of value not less than INR 15 crores each.</p> <p>The ongoing projects should have reached the steady state of operations as on the date of</p> | <p>Work Completion Certificates from the client.</p> <p>OR</p> <p>Work Order + Self Certificate of Completion (Ongoing)</p> <p>(Certified by the Statutory Auditor/ CA indicating the value of payment received against the work order(s)) (In the above case the value of payment received shall be greater than or equal to the amount mentioned in the eligibility criteria).</p> <p>OR</p> <p>Work Order + Completion Certificate from the client indicating the amount of payment made against the work order.</p> <p>OR</p> |

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| | | <p>submission of bid.</p> | <p>Work Order + Phase. Completion Certificate from the client indicating the amount of payment made against that Phase. (In the above case the value of payment received shall be greater than or equal to the amount mentioned in the eligibility criteria).</p> <p>(Note: The Work Order/ Completion certificate / Phase the Completion Certificate should clearly depict the date, scope of work and the value of the project. Only software development along with maintenance plus support cost will be considered. Hardware, hosting or any other such cost will not be considered.)</p> <p>Three (3) case studies with references to be submitted.</p> |
| <p>5.</p> | <p>AI & ML Project Experience in Healthcare Domain by bidder or sub-contractors</p> | <p>The Bidder should have experience in ongoing or completed AI & ML-based Healthcare IT projects, including development, deployment, and operationalization of Artificial Intelligence & Machine Learning solutions such as clinical analytics, predictive modelling, medical data analytics, imaging analytics, decision support systems, automation, or similar AI-driven healthcare applications.</p> <p>The projects should have been executed for Central Government / State Government / PSUs/ Private Organisations in India during the last five (5) years, under IT Transformation / ICT / IT & ITES projects (excluding hardware supply, pure consulting, advisory, transaction-based services, and Facility Management Services).</p> | <p>Work Completion Certificates from the client.</p> <p>OR</p> <p>Work Order + Self Certificate of Completion (Ongoing)</p> <p>(Certified by the Statutory Auditor/ CA indicating the value of payment received against the work order(s)) (In the above case the value of payment received shall be greater than or equal to the amount mentioned in the eligibility criteria).</p> <p>OR</p> <p>Work Order + Completion Certificate from the client indicating the amount of payment made against the work order.</p> <p>OR</p> |

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| | | <p>The Bidder must meet any one of the following criteria:</p> <p>One (1) AI / ML project of value not less than INR 1 Crores; OR</p> <p>Two (2) AI / ML projects, each of value not less than INR 50 Lakhs; OR</p> <p>Three (3) AI / ML projects, each of value not less than INR 25 Lakhs.</p> <p>In case of ongoing projects, the AI / ML solution(s) must have achieved steady-state operations as on the date of submission of the bid.</p> | <p>Work Order + Phase. Completion Certificate from the client indicating the amount of payment made against that Phase. (In the above case the value of payment received shall be greater than or equal to the amount mentioned in the eligibility criteria).</p> <p>(Note: The Work Order/ Completion certificate / Phase the Completion Certificate s</p> <p>Three (3) case studies with references to be submitted.</p> |
| <p>6.</p> | <p>IoT / IoMT Project Experience in Healthcare Domain by bidder or sub-contractors</p> | <p>The Bidder should have experience in ongoing or completed IoT / IoMT-based Healthcare IT projects, involving design, development, deployment, integration, and operation of Internet of Things (IoT) / Internet of Medical Things (IoMT) solutions such as medical device integration, remote patient monitoring, smart wards, asset tracking, biomedical equipment monitoring, real-time data acquisition, sensor-based systems, or similar healthcare IoT implementations.</p> <p>The projects should have been executed for Central Government / State Government / PSUs/Private Organisations in India during the last five (5) years, under IT Transformation / ICT / IT & ITES projects (excluding pure hardware supply, consulting, advisory, transaction-based services, and Facility Management Services).</p> <p>The Bidder must meet any one of the following criteria:</p> | <p>Work Completion Certificates from the client.</p> <p>OR</p> <p>Work Order + Self Certificate of Completion (Ongoing)</p> <p>(Certified by the Statutory Auditor/ CA indicating the value of payment received against the work order(s)) (In the above case the value of payment received shall be greater than or equal to the amount mentioned in the eligibility criteria).</p> <p>OR</p> <p>Work Order + Completion Certificate from the client indicating the amount of payment made against the work order.</p> <p>OR</p> <p>Work Order + Phase. Completion Certificate from the client indicating the amount of payment made against that Phase. (In the above case the value of</p> |

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| | | <p>One (1) IoT / IoMT project of value not less than INR 50 Lakhs; OR</p> <p>Two (2) IoT / IoMT projects, each of value not less than INR 25 Lakhs; OR</p> <p>Three (3) IoT / IoMT projects, each of value not less than INR 10 Lakhs.</p> <p>In case of ongoing projects, the IoT / IoMT solution(s) must have achieved steady-state operations as on the date of submission of the bid.</p> | <p>payment received shall be greater than or equal to the amount mentioned in the eligibility criteria).</p> <p>(Note: The Work Order/ Completion certificate / Phase the Completion Certificate should clearly depict the date, scope of work and the value of the project. Only software development along with maintenance plus support cost will be considered. Hardware, hosting or any other such cost will not be considered.)</p> <p>Three (3) case studies with references to be submitted.</p> |
| 7. | Turnover from IT/ ITeS Projects of the Bidder | <p>Average annual turnover \geq INR 125 Crores for FY 2022–23, 2023–24, 2024–25.</p> <p>Positive net worth as on 31 March 2025.</p> | Audited financials / Statutory Auditor Certificate |
| 8. | Manpower Capacity | <p>The Bidder should have at least 100 full time employees, as on the date of bid submission, on its rolls in the area of software development and/or software implementation and/or system integration.</p> <p>Out of the above, a minimum of 20 personnel full time employee should be deployed or deployable for HMIS/HIS/EMR implementation and support, as on the date of bid submission.</p> | <p>Certificate from HR Head/Company Secretary clearly specifying the number of resources as on the date of the bid submission on its roll.</p> |

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| 9. | Cybersecurity, Compliance & Certifications of the bidder | <p>The bidder must have the following valid certifications:</p> <p>1) Certifications:</p> <ul style="list-style-type: none"> - ISO 9001:2008 - Quality Management System - ISO/IEC 27001:2013 - Information Security Management System - ISO/IEC 20000-1 2011 - IT Service Management System - CMMI Level III or above <p>_SOC-2 Certification (Preferable to have).</p> | Copies of valid certificates |
| 10 | Cybersecurity, Compliance & Certifications of the bidder or Subcontractors | <p>The bidder must have the following valid certifications:</p> <ul style="list-style-type: none"> i. Compliance with MeitY / NIC and NHA/ABDM. ii. Compliance with NABH Digital Health Standards for HIS/EMR Systems. | Copies of valid certificates |
| 10. | Tax Registration and Clearance | <p>The bidder must possess a valid:</p> <ul style="list-style-type: none"> i. Goods & Services Tax (GST) Registration ii. Income Tax Registration / PAN | Copies of relevant certificates of registration |
| 11. | IP Authorization of the bidder / Subcontractors | The bidder should be the Intellectual Property (IP) owner of the proposed solution. | Valid authorization declaring the IP ownership of the solution. |
| 12. | Blacklisting Status of the bidder &Subcontractors | The Bidder &Subcontractors must not be blacklisted/debarred/banned/Restricted by any union Government/State Government/PSU. | Undertaking by the Authorized Signatory of the Bidder and sub-contractors. |

15. Annexure – VII Proposed Bidder Evaluation Criteria for RFP

- Bidder selection shall be carried out using the Quality cum Cost Based Selection (QCBS) methodology.
- The evaluation weightage shall be 70% for the Technical Proposal and 30% for the Financial Proposal.
- Only bidders securing a minimum of 70% marks in the Technical Evaluation, as per the prescribed technical evaluation criteria, shall qualify for opening of their Financial Proposals.
- Financial Proposals shall be opened and evaluated only for technically qualified bidders.
- The bidder quoting the lowest financial price (FP) shall be awarded a Financial Score (FS) of 100.
- Financial scores of other qualified bidders shall be calculated in inverse proportion to the lowest financial bid using the formula: $FS = (100 \times FP) / F$, where F is the financial quote of the bidder under consideration.
- The Total Score for each qualifying bidder shall be calculated by applying the prescribed weightages to the technical and financial scores.
- The Total Score shall be computed using the formula: $Total\ Score = (Te \times 0.70) + (Sf \times 0.30)$, where Te represents the technical score.
- Final ranking of bidders shall be determined based on their combined Total Scores.
- The bidder achieving the highest Total Score shall be declared as the Selected Bidder.
- Any financial bid quoting a price less than 20% of the average financial bid price shall be treated as an abnormally low bid and shall be disqualified.
- The average financial bid price shall be calculated by adding the financial bids of all technically qualified bidders and dividing the same by the number of such bidders.

16. Annexure – VIII Data Security and Health Data Standards Compliance

- The proposed solution must be fully compliant with the Digital Personal Data Protection (DPDP) Act, 2023 and the digital personal data protection rule, 2025 along with all rules, regulations, and guidelines issued thereunder (as amended from time to time), the National Cyber Security Policy, 2013, CERT-In advisories and directions, and all other applicable Government of India laws, rules, and guidelines governing health data security, privacy, and protection.
- The solution shall conform to the Electronic Health Record (EHR) Standards for India (2016) and subsequent revisions, ensuring interoperability, data portability, and continuity of care across national and third-party healthcare systems.

- Patient identification and demographic data management shall adhere to ISO/TS 22220 and MDDS demographic standards, and shall support Aadhaar-based identification, local institutional identifiers, and government-issued photo identity mechanisms, wherever mandated under national guidelines.
- The system architecture and functional capabilities shall be aligned with internationally accepted EHR standards, including ISO 18308 (EHR architecture), ISO/HL7 10781 (EHR Functional Model), ISO 13940, ISO 13606, and open EHR foundation models.
- The solution shall support standard clinical terminologies and classification systems, including SNOMED CT, LOINC, and the WHO Family of International Classifications (ICD, ICF, ICHI, ICD-O), to enable standardized clinical documentation, reporting, and analytics.
- The solution shall enable secure and standardized health data exchange using recognized interoperability protocols, including HL7 v2.x, HL7 CCD, ISO 13606 interfaces, and DICOM standards for clinical, diagnostic, and imaging data.
- All electronic clinical records, scanned documents, images, audio, and video data shall comply with prescribed national and international formats, including PDF/A, JPEG, ISO/IEC 14496, and DICOM, ensuring long-term preservation and system interoperability.
- The solution shall implement comprehensive information security and privacy controls, including role-based access control, privilege management, audit trails and logging, strong encryption (minimum 256-bit), secure hashing (SHA-256 or higher), secure communication protocols (TLS/HTTPS), and digital certificate management in accordance with ISO 22600, ISO 27789, ISO 27799, and ISO 17090

17. Annexure – IX Current Software deployed at AIIMS Delhi

AIIMS, New Delhi currently uses several clinical and administrative software systems, many of which work independently. Through the proposed HMIS, most of these systems will be migrated to a single, integrated platform. Systems that are not migrated will be securely integrated to ensure smooth operations, continuity of services, and consistent data sharing across the institution.

17.1. Existing Applications at AIIMS New Delhi

| Application Name | Application Technology / Platform | Concerned Department(s) | Application Category (Migration Priority) |
|-------------------------------|-----------------------------------|-------------------------|---|
| CPRS (Part of VISTA) | MUMPS (VISTA System) | Neurosurgery | Essential |
| E Hospital – OPD Module | Java, Apache, Tomcat, PostgreSQL | All Centres | Essential |
| E Hospital – IPD Module | Java, Apache, Tomcat, PostgreSQL | All Centres | Essential |
| E Hospital – Emergency Module | Java, Apache, Tomcat, PostgreSQL | All Centres | Essential |
| E Hospital – Lab Module | Java, Apache, Tomcat, PostgreSQL | All Centres | Essential |
| E Hospital – Store Module | Java, Apache, Tomcat, PostgreSQL | All Centres | Essential |
| E Hospital – RIS Module | Java, Apache, Tomcat, PostgreSQL | All Centres | Essential |
| Ehospital – Billing | Java, Apache, Tomcat, PostgreSQL | All Centres | Essential |
| Ehospital – Dietary | Java, Apache, Tomcat, PostgreSQL | All Centres | Essential |
| Ehospital – CSSD & Laundry | Java, Apache, Tomcat, PostgreSQL | All Centres | Essential |
| Blood Bank Module | Java, Apache, Tomcat, PostgreSQL | All Centres | Essential |
| PDS (Main Emergency) | C#.NET, MS SQL Server | Emergency Medicine | Essential |
| E MLC | C#.NET, MS SQL Server | All Departments | Essential |
| RPC Tissue Utilization | C#.NET, MS SQL Server | RPC | Non-Essential |
| EBC RPC | C#.NET, MS SQL Server | RPC | Non-Essential |

| Application Name | Application Technology / Platform | Concerned Department(s) | Application Category (Migration Priority) |
|------------------------------|--|----------------------------------|--|
| eBirth | C#.NET, MS SQL Server | Mother & Child | Essential |
| eDeath Note | C#.NET, MS SQL Server | All Departments | Essential |
| Admission Slip | C#.NET, MS SQL Server | All Departments | Non-Essential |
| Pathology Reports | C#.NET, MS SQL Server | Laboratory | Essential |
| MRD System | C#.NET, MS SQL Server | Medical Records, Burns & Plastic | Semi-Essential |
| SMS Application | C#.NET, MS SQL Server | New RAK | Non- Essential |
| eMLC RPC | C#.NET, MS SQL Server | RPC | Essential |
| Ocular Pathology RPC | C#.NET, MS SQL Server | RPC | Non- Essential |
| CNC Lab Register | C#.NET, MS SQL Server | CNC Centre | Non- Essential |
| eCertificate (AIIMS) | C#.NET, MS SQL Server | All Departments | Essential |
| OT Module | C#.NET, MS SQL Server | All Departments | Essential |
| Discharge Summary | C#.NET, MS SQL Server | All Departments | Essential |
| EM Consultation | C#.NET, MS SQL Server | Emergency | Semi- Essential |
| EM Triage Register | C#.NET, MS SQL Server | Emergency | Essential |
| Inspection Management System | C#.NET, MS SQL Server | Stores | Non- Essential |
| PMR | C#.NET, MS SQL Server | PMR | Semi- Essential |
| Inventory Management | C#.NET, MS SQL Server | Computer Facility | Non- Essential |
| HRMS (Outsource Cell) | C#.NET, MS SQL Server | Outsource Cell | Non- Essential |

| Application Name | Application Technology / Platform | Concerned Department(s) | Application Category (Migration Priority) |
|--|--|-------------------------|---|
| Rural HMIS (CRHSP Ballabgarh) | Java, MySQL | CRHSP | Semi-Essential |
| TMS (Ticket Management System) | Angular/React, Spring Boot, PostgreSQL | All Departments | Non- Essential |
| Santusht | Angular/React, Spring Boot, PostgreSQL | Public Domain | Semi-Essential |
| Research Directory 2025 | Angular/React, Spring Boot, PostgreSQL | All Departments | Semi- Essential |
| AIIMS Cycle | Angular/React, Spring Boot, PostgreSQL | All Departments | Non- Essential |
| Vishram Sadan | Angular/React, Spring Boot, PostgreSQL | Vishram Sadan | Semi-Essential |
| AIIMS Space Allocation | Angular/React, Spring Boot, PostgreSQL | All Departments | Non- Essential |
| EHS | Angular/React, Spring Boot, PostgreSQL | AIIMS | Essential |
| Transport Booking | C#.NET, MS SQL Server | Transport Department | Non- Essential |
| ESD-LOI | C#.NET, MS SQL Server | Engineering | Semi- Essential |
| MSSO | C#.NET, MS SQL Server | Hosp Administration | Semi- Essential |
| Oncolrch Day Care | C# NET, MSSQL Server | IRCH | Essential |
| LPMS | Angular/React, Spring Boot, PostgreSQL | Hosp Admin & Store | Essential |
| eHRMS (CDAC) | Developed by CDAC | All Departments | Essential |
| OPD Queue Free System & Crowd Management | Angular/React, Spring Boot, PostgreSQL | Hosp Administration | Semi-essential |
| Inter Referral OPD System | Angular/React, Spring Boot, PostgreSQL | Hosp Administration | Semi-essential |
| Estate Section House Allotment | C#.NET, MS SQL Server | Estate Section | Essential |
| Hostel Section System | C#.NET, MS SQL Server | Hostel Section | Semi-Essential |
| Onco Anaesthesia | C#.NET, MS SQL Server | IRCH Anaesthesia | Non-Essential |
| Duty Roster | Angular/React, Spring | All Departments | Semi Essential |

| Application Name | Application Technology / Platform | Concerned Department(s) | Application Category (Migration Priority) |
|------------------|-----------------------------------|-------------------------|---|
| | Boot, PostgreSQL | | |

17.2. Satellite and Associated Centres

17.2.1. AIIMS Jhajjar (NCI)

| Application Name | Platform | Department |
|------------------|-----------------------|------------------|
| Admission Slip | C#.NET, MS SQL Server | All Departments |
| eMLC | C#.NET, MS SQL Server | IRCH |
| Onco Anaesthesia | C#.NET, MS SQL Server | Onco Anaesthesia |
| OT Module | C#.NET, MS SQL Server | All Departments |
| eDeath Note | C#.NET, MS SQL Server | All Departments |
| IRCH Daycare | C#.NET, MS SQL Server | IRCH |

17.2.2. NDDTC Ghaziabad

| Application Name | Platform | Department |
|------------------|-----------------------|------------|
| eMLC | C#.NET, MS SQL Server | NDDTC |

Note: Annexure IX lists the existing applications at AIIMS New Delhi and its satellite/associated centres. For each application, AIIMS shall specify the intended treatment as one of the following:

- (i) migrate to the proposed Digital AIIMS platform,
- (ii) integrate and retain as a legacy application during/after transition, or
- (iii) retain without integration (if applicable).

The bidder shall include, as part of its submission, the proposed migration/integration approach and sequencing aligned to the wave-based rollout plan in Section 5.6.