

EXPRESSION OF INTEREST (EoI)
FOR

**Selection of a Consortium Partner for MSP for Supply, Installation, Testing,
Commissioning, Operations & Maintenance of
Integrated Health Management Information System
(IHMIS) for Tripura**
Contract No: F.5(1-133)STORE/DHS/IHMIS/2024-PART(1) Dated: 18/06/2025

EOI No. BECIL/RO/BG/TRIPURA/IHIMS/2025-26/01, Dated: 09.07.2025

Issued By

Usha Mangalgi (GM)

 बेसिल BECIL	<p>Broadcast Engineering Consultants India Limited (A Government of India Enterprise) CIN No. : U32301UP1995GOI017744</p> <p>Corporate Office: BECIL BHAWAN, C-56-A/17, Sector-62, Noida-201 307Tel: 0120 4177850, Fax: 0120 4177879</p> <p>Head Office: 14-B Ring Road, IP Estate, New Delhi- 110002Tel: 011 23378823, Fax: 01123379885</p> <p>Regional Office: #162, II Main, 1st Cross, AGS Layout, RMV II Stage,Bengaluru-560094, Email: bangalore@becil.com Tel: - 080-23415853 Web: www.becil.com</p>	
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DISCLAIMER

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

TABLE OF CONTENTS

Sno.	Description	Page No.
1.	SECTION-I: INTRODUCTION AND BRIEF DESCRIPTION	4
2.	SECTION-II: IMPORTANT DATES (SCHEDULE AND CRITICAL)	7
3.	SECTION-III: EOI NOTICE & GENERAL TERMS AND CONDITIONS	12
4.	SECTION-IV: SCOPE OF WORK	29
5.	SECTION-V: ELIGIBILITY CRITERIA AND EVALUATION	30
6.	SECTION-VI: ENCLOSURES AND ANNEXURES	36
7.	ANNEXURE A: PRE-CONTRACT INTEGRITY PACT	36
8.	ANNEXURE B: BECIL'S BANK MANDATE	40
9.	ANNEXURE C: PARTICULARS OF THE BIDDER	41
10.	ANNEXURE D: ANNUAL TURNOVER AND NET WORTH	42
11.	ANNEXURE E: PROFORMA OF LETTER OF UNDERTAKING FOR BID VALIDITY	43
12.	ANNEXURE F: BID COVERING LETTER	44
13.	ANNEXURE G: CREDENTIALS SUMMARY	45
14.	ANNEXURE H: SELF-DECLARATION FOR NON-BLACKLISTING	46
15.	ANNEXURE I: SELF-DECLARATION FOR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS (IPR)	47
16.	ANNEXURE J: UNDERTAKING REGARDING PAYMENT OF GST	48
17.	ANNEXURE K: LAND BORDER DECLARATION CERTIFICATE	49
18.	ANNEXURE L: PRICE BID FORMAT	50
19.	ANNEXURE M: CONSORTIUM AGREEMENT	52
20.	ANNEXURE N: LOCAL OFFICE ESTABLISHMENT	79
21.	ANNEXURE O: POWER OF ATTORNEY-AUTHORIZING BECIL AS A LEAD BIDDER.	80
22.	ANNEXURE P: POWER OF ATTORNEY- NOTARIZED- (AUTHORIZATION TO SIGN THE BECIL'S EOI BID DOCUMENTS AND ALSO FOR SIGNING THE CONSORTIUM AGREEMENT WITH BECIL AND ISSUING POWER OF ATTORNEY TO BECIL	82
23.	ANNEXURE Q: MANUFACTURER'S AUTHORIZATION CERTIFICATE (MAC)	85
24.	ANNEXURE R: UNDERTAKING FOR SUBMISSION OF PBG	87
25.	ANNEXURE S: UNDERTAKING IN LETTERHEAD TO INDEMNIFY	88
26.	ANNEXURE T: UNDERTAKING FOR COMPLIANCE WITH SIGNING OF NON-DISCLOSURE AGREEMENT WITH BECIL	89
27.	ANNEXURE U: UNDERTAKING REGARDING ABSENCE OF CONFLICT OF INTEREST	90
28.	ANNEXURE V: EARNEST MONEY DEPOSIT (EMD) BANK GUARANTEE	91

SECTION –I

INTRODUCTION AND BRIEF DESCRIPTION

1. ABOUT BECIL

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

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

Technology, Electronic Surveillance (namely 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/TENDER

Directorate of Health Services (DHS), National health Mission, Health & Family Welfare Department Government of Tripura has floated by INTEGRATED HEALTH MANAGEMENT INFORMATION SYSTEM (IHMIS) FOR TRIPURA Contract No: F.5(1-133) STORE/DHS/IHMIS/2024-PART (1) Dated: 18/06/2025 for Selection of MSP for Supply, Installation, Testing, Commissioning, Operations & Maintenance of Integrated Health Management Information System (IHMIS) for Tripura.

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

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

- 3.1 BECIL is interested to submit a competitive bid in response to the Client Tender No: Contract No: F.5(1-133) STORE/DHS/IHMIS/2024-PART (1) Dated: 18/06/2025 for Selection of MSP for Supply, Installation, Testing, Commissioning, Operations & Maintenance of Integrated Health Management Information System (IHMIS) for Tripura.
- 3.2 The intent of this EOI is to select a Consortium Partner/Project Implementation Technology partner or service provider with BECIL, for collaborating with BECIL for preparing a bid and participating in the above-mentioned tender. A Consortium Agreement will be signed by BECIL with the Consortium Partner selected through this EOI, for preparation of the bid and participation in the above-mentioned tender.
- 3.3 In case the bid submitted by BECIL against the said tender, prepared in collaboration with the Consortium Partner selected through this EOI, is accepted and BECIL receives Work Order / Agreement from / with the Client, BECIL will issue a Work Order/or sign Inter-se Agreement with the selected agency. In such a scenario, the following conditions will be applicable, which are to be fully taken into consideration by the bidders, prior submitting a response to this EOI: -

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

1. Submitting the bid on behalf of the consortium,
2. Executing the contract agreement with the client,
3. Negotiating terms and conditions with the client,
4. Receiving payments from the client, and
5. Representing the consortium in all official matters related to the bid and subsequent execution of the project.

This Power of Attorney will serve as a legally binding document confirming the authorisation of BECIL's signatory to act on behalf of the consortium for all matters pertaining to the above-mentioned tender floated by the **Directorate of Health Services (DHS), Health and Family Welfare Department, Government of Tripura.**

A Consortium agreement will also be signed between the BECIL and the selected Consortium partner through EOI.

- 3.3.2 All terms and conditions of the Client's tender, and any subsequent amendments/corrigenda thereof, will be applicable fully on back-to-back basis on the Consortium Partner selected through this EOI, including all the scope of work, important terms and conditions mentioned in the clients RFP like EMD, PBG, Payment Terms, SLA conditions, Liquidity Damages, and any other penalties etc.
- 3.4 In case the bid submitted by BECIL against the said tender, prepared in collaboration with the consortium partner selected through this EOI, is accepted and a work order issued by the client shall be applicable to BECIL and the selected agency in accordance with the

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

3.5 **EMD/ Bid Security:** The Bid Security/EMD amounting to **Rs.1,00,00,000/- (Rupees One Crore only)** will be submitted by all the bidders in the form of BG in favor of CMD-BECIL. The EMD submitted is refundable, and no interest will be paid. The EMD will be refunded, in case work is awarded to BECIL on the submission of Performance Bank Guarantee and in case of unsuccessful bid, immediately after the fact comes to BECIL knowledge.

3.6 **Performance Bank Guarantee (PBG):** In case the said tender is awarded to BECIL, the PBG at **5%** as applicable shall be payable by the selected bidder on a back-to-back basis as per the terms and conditions of Client's 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 tender.

1. All payments in the Project to the selected agency shall be on a back-to-back basis only, subject to receipt of the 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 the equivalent amount to BECIL in addition to the PBG.
2. The selected bidder, who has partnered with BECIL for a particular tender/ project shall not partner with any other bidder for the same tender/ project.
3. Any Liquidated damages and penalties imposed by the end client in the project shall be imposed in full quantum to the selected agency/Consortium partner.
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.
5. The decision to engage the successful bidder as Consortium Partner shall be taken by the Competent Authority of BECIL and accordingly, the respective agreement shall be signed.
6. Bidders are advised to go through the Scope of Work and terms & conditions of the Contract No: F.5(1-133) STORE/DHS/IHMIS/2024-PART (1) Dated: 18/06/2025 to understand the requirement and challenges associated with locations prior to submitting their bids.

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

SECTION –II

• IMPORTANT DATES (SCHEDULE AND CRITICAL DATES)

S. N	ACTIVITY	SCHEDULED DATE & TIME
1.	EOI Number	BECIL/RO/BG/TRIPURA/IHIMS/2025-26/01
2.	Date of Issue of EOI	09.07.2025
3.	Last date and Time for Submission of bids	14.07.2025 @ 11:00 AM
4.	Availability of Document	https://www.becil.com; https://becil.ewizard.in
5.	E-tender Portal Fee (Non-refundable)	INR 3,540/- E-tender Portal Fee (non-transferrable & non-refundable) payable through online e-Portal
6.	Bidder Enrolment Fee (Non-refundable)	INR 2,360/- Bidder Enrolment Registration fee (non- transferrable & non-refundable) payable through online e-Portal
7.	RFP document Fee (Form Fee) (Non-Refundable)	INR 17,700/- (incl GST) Form Fees (non-transferrable & non-refundable) payable through online e-Portal Copy of the payment made receipt to be enclosed along with the bid.
8.	EMD/ Bid Security	EMD of ₹1,00,00,000/- (Rupees One Crore only) shall be submitted by all the bidders in the form of BG. The EMD submitted is refundable and no interest will be paid. The EMD will be refunded, in case work is awarded to BECIL on the submission of Performance Bank Guarantee and in case of unsuccessful bid, immediately after the fact came to BECIL knowledge. <u>Exemption:</u> Relaxation in prior turnover and experience cannot be availed by Startup enterprises that are MSME's or otherwise recognized by DPIIT. Since this tender is for a project which impacts public safety and health for the state, it has been decided to not allow any relaxation to the said effect. No MSE benefit shall be given. Copy of the EMD -BG should be submitted online bid submission portal https://becil.ewizard.in. Original Hardcopy of the EMD-BG should be submitted at BECIL-B'lore office within 3 days from the date of submission of the EOI response.
8.	Estimated value of the contract	Rs. 33.0 Crores
9.	Bid Validity	365 Days

10.	Address for Communication of bids	#162, II Main, 1st Cross, AGS Layout, RMV II Stage, Bengaluru-560094
11	Contact details for this EOI	Usha Mangalgi, General Manager Tele-080-23415853 Email- usha@becil.com

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

6 **Bidders to Note that opening/evaluation of the responses will be subject to the accord of extension of submission by Health & Family Welfare Department, Govt of Tripura.**

- **INSTRUCTIONS FOR E-TENDERING PORTAL OF BECIL**

- **E-TENDER PORTAL FEE**

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

- **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>.

- **E-TENDERING PROCEDURE**

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

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

- More information useful for submitting online bids on may be obtained at: <https://becil.ewizard.in>

- **GUIDELINES FOR REGISTRATION ON PORTAL**

- Bidders are required to enroll on the e-Procurement Portal by clicking on the link “Online Bidder Enrolment” on the e-tender Portal by paying the **Registration fee of Rs. 2,360/- (inclusive of taxes)**.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 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.
- 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.
- Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 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.
 - The scanned copies of all original documents should be uploaded in pdf format on portal <https://becil.ewizard.in>
 - 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

- **SEARCHING FOR TENDER DOCUMENTS ON PORTAL**

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

- **PREPARATION OF BIDS ON PORTAL**

- Bidders should take into account any corrigendum published on the tender document before submitting their bids.
- Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- Bidders, in advance, should get ready the bid documents to be submitted as indicated in the tender document /schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Color option which helps in reducing size of the scanned document.
- 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.
- 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.

- **SUBMISSION OF BIDS ON PORTAL**

- 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.
 - The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by BECIL.
- Bidder has to select the payment option as “e-payment” to pay the tender fee / EMD as applicable and enter details of the instrument.
 - Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored

(unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

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

- **CLARIFICATION**

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

<https://becil.ewizard.in>

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- Any queries relating to the process of online bid submission or queries relating to e- tender Portal in general may be directed to the Helpdesk Support.
- Please feel free to contact ewizard helpdesk (as given below) for any query related to

E-tendering Phone No. 011-49606060

Mail id: - helpdesk@ewizard.com

SECTION –III
EOI NOTICE & GENERAL TERMS AND CONDITION

40 **EOI NOTICE**

Broadcast Engineering Consultants India Limited (BECIL) invites Expression of Interest (EOI), through online mode, for selection of a **Consortium Partner** of BECIL, for collaborating with BECIL for preparing the bid, participating in the RFP No F.5(1-133) STORE/DHS/IHMIS/2024-PART (1) Dated: 18/06/2025 for Selection of MSP for Supply, Installation, Testing, Commissioning, Operations & Maintenance of Integrated Health Management Information System (IHMIS) for Tripura.

- 40.1** The EOI must be submitted in English Only. All the documents including the supporting documents/ enclosures etc. must be Calibri/ Aerial/ Times New Roman, 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.
- 40.2** The representative of agency will require a specific authorization/ board resolution to submit the EOI.
- 40.3** In case the bidder has any doubt about the meaning of anything contained in the EOI document/pre-bid queries, they shall seek clarification within 2 days of issue of EOI. Except for any written clarification by Usha Mangalgi, GM, BECIL, no written or oral communication, presentation or explanation by any other employee of BECIL shall be taken to bind or fetter BECIL under the contract. In case of such clarification or otherwise, the extension in the bid submission date of the EOI shall be entirely on the discretion of BECIL taking into the consideration of end client's tender submission due date.
- 40.4** The Management of BECIL reserves the right to amend or withdraw any of the terms and conditions mentioned in the EOI Document or reject any or all the bids without giving any notice or assigning any reason. The decision of the CMD, BECIL in this regard shall be final and binding on all.
- 40.5** BECIL reserve the right to amend any term of the EOI at any point of time before the submission and bidder should regularly check the website. Further, BECIL also reserves to increase/ decrease/ delete/ add any BOQ item. Further any amendment done by client after the selection of bidder, all the amendment will be applicable. In case of non-acceptance of such amendment, the EMD submitted will be forfeited by BECIL and blacklisting of agency may be done for a minimum period of 3 years from participating in BECIL EOI/tenders
- 40.6** The bidder should submit the signed Integrity Pact on plain paper along with the bid.
- 40.7** The Bidders will have no right to withdraw from the EOI process post submission of their bid without the formal consent of BECIL.
- 40.8** Even after participation in the EOI by any bidder will be on "NO COST NO COMMITMENT" basis. The Bidder shall bear all cost associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges, authentication charges and any associated charges including taxes &

duties thereon. Further, BECIL will in no case be responsible or liable for these costs, regardless of the outcome of the bidding process.

41 **SUBMISSION OF EOI**

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

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

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

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

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

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

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

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

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

6.10	Checklist of documents/information to be submitted	Stamp Paper	Letter Head
1.	Copy of the valid EMD-BG issued by the banker		
2.	Copies of the Payment made receipt for the tender document fees		
3.	Memorandum & Articles of Association/Partnership deed/Proprietorship declaration		
4.	Certificate of Incorporation (for Company/LLP/ Proprietorship)		
5.	ITR Acknowledgment for last 3 years i.e. FY; FY; 21-22; 22-23; 23-24		
6.	GST Registration Certificate.		
7.	MSME Certificate, if applicable		
8.	Copy of PAN/TAN Card.		
9.	Copy of ISO 9001, ISO 27001, CMMi Level 3		
10.	Copy of Level 5/NSIC certification		
11.	Copy of ABDM certification M1, M2, M3 from the bidder/from the OEM proposed by the partner.		
12.	Any other relevant registration documents on registration with other appropriate authorities (ESIC, EPFO, Labor depot etc.)		
13.	All the documents in support of technical criteria like Experience Certificates, PO, proposed Makes/Model/Version for the solution, Solution document for IHMIS Tripura.		
14.	Declaration regarding acceptance of Terms and Conditions of EOI.		✓
15.	Solvency Certificate		
16.	Annexure A: Pre-Contract Integrity Pact On A Rs.100 Stamp Paper	✓	
17.	Annexure B: BECIL's Bank Mandate		
18.	Annexure C: Particulars of the Bidder		✓
19.	Annexure D: Annual Turnover and Net Worth For Last 3 Years I.E. Fy; Fy; 21-22; 22-23; 23-24		✓
20.	Annexure E: Proforma of Letter of Undertaking for Bid Validity		✓
21.	Annexure F: Bid Covering Letter		✓
22.	Annexure G: Credentials Summary		✓
23.	Annexure H: Self-Declaration for Non-Blacklisting On Rs.100 Stamp Paper	✓	
24.	Annexure I: Self-Declaration for Non-Infringement of Intellectual Property Rights (IPR) on Rs.100 Stamp Paper	✓	
25.	Annexure J: Undertaking Regarding Payment Of GST		✓
26.	Annexure K: Land Border Declaration Certificate on Bidder's Letter Head		✓

27.	Annexure L: Price Bid Format		
28.	Annexure M: Consortium Agreement (Presently To be submitted in the EOI on a letter head. To be submitted on stamp paper after the finalization of partner)		✓
29.	Annexure N: Local Office Establishment		✓
30.	Annexure O: Power Of Attorney-Authorizing BECIL as a Lead Bidder. (Presently To be submitted in the EOI on a letter head. To be submitted on stamp paper after the finalization of partner)		✓
31.	Annexure P: Power of Attorney to be issued by the Head of the organization/Board of Directors , on a Rs. 500 non-judicial stamp paper , and duly notarized , authorizing the person to sign the EOI bid and to execute a consortium agreement with BECIL and issuing Power of Attorney to BECIL as a Lead bidder.	✓	
32.	Annexure Q: Manufacturer's Authorization Certificate (Mac)		✓
33.	Annexure R: Undertaking For Submission of PBG in accordance with the timeline and the Terms and Conditions outlined in the Client's Tender <i>(To Be Printed on the Bidder's Letterhead)</i>		✓
34.	Annexure S: Undertaking in Rs. 100 stamp paper to indemnify BECIL from any claims/penalties / statutory charges, liquidated damages, SLA penalties, with legal expenses etc.	✓	
35.	Annexure T: Undertaking for Compliance with Signing of Non-Disclosure Agreement with BECIL		✓
36.	Annexure U: Undertaking Regarding Absence of Conflict of Interest		✓
37.	Annexure V: Earnest Money Deposit (EMD)-Bank Guarantee from Nationalized or Scheduled bank	✓	
38.	Signed copy of the BECIL's EOI and Client's RFP document + Corrigenda issued by the client		

42 **OPENING OF EOI**

42.1 The bids submitted against this EOI shall be opened on 14.07.2025 @ 11:30 AM. BECIL reserves the right to change the date of opening of bid.

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

GENERAL TERMS & CONDITIONS OF EOI

- **RELATIONSHIP BETWEEN THE PARTIES**

Nothing contained herein, shall be construed as establishing a relation of master and servant or of Agent and Principal as between the Bidder/Agency and BECIL.

- **INTELLECTUAL PROPERTY RIGHTS:**

- 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.
- 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.
- 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.
- 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.

2. LAND AND BORDER PROVISION

- 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.

3. INDEMNITY

- 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:
- 20 Any Compensation/ claim or proceeding by any third party against BECIL arising out of any act, deed or omission by the Bidder;
- 21 Any breach by the Bidder of any of its obligations under this Contract or from any negligence under the Contract, including any errors or deficiencies in the performance its scope of work.
- That BECIL shall have no liability whatsoever for any injury/death to the Bidder or its staff caused or suffered during the performance of its obligations hereunder

4. CODE OF INTEGRITY

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

- 24 Offering of any bribe or undue gratification in any form to BECIL or its officials, or indulging in any corrupt practices.
- 25 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.
- 26 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.
- 27 Any financial or business transactions between the Bidder and any official of BECIL related to tender or execution process of contract, which can affect the decision of BECIL directly or

indirectly.

- 28 Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- 29 Obstruction of any investigation or auditing of a procurement process.
- 30 Making false declaration or providing false information for participation in a tender Process or to secure a contract.

- **CONFLICT OF INTEREST**

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

- 25.1.1 Directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- 25.1.2 Receives or have received any direct or indirect subsidy/ financial stake from another Bidder; or
- 25.1.3 Has the same legal representative/ agent as another Bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principal . However, this shall not debar more than one Authorized distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or
- 25.1.4 Has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or
- 25.1.5 Participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or
- 25.1.6 Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Details Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc.)of this Tender process; or has a close business or family relationship with a staff of the Procuring Organization who:
 - 19 are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or
 - 20 would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

- **UNDUE INFLUENCE**

- The Agency/Bidder undertakes that it has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the BECIL or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India.
- Any breach of the aforesaid undertaking by the Agency/Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Agency) or the commission of any offers by the Agency or anyone employed by him or acting on his behalf, as defined in the Bhartiya Nyaya Sanhita, erstwhile known as the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle BECI to cancel the contract and all or any other contracts with the Agency and recover from the Agency the amount of any loss arising from such cancellation, from the present or from any other contract with BECIL.

- **UNLAWFUL/UNETHICAL PRACTICES**

- 16.1 If the Contractor/ Bidder has engaged in corrupt, fraudulent, collusive and coercive practices or defaulted commitments under integrity.
- 16.2 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.
- 16.3 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:

- **PENALTY FOR BREACH OF INTEGRITY, CONFLICT OF INTEREST AND UNDUE INFLUENCE**

- 17.1 Forfeiture of Bank guarantee or any other bond or bid security submitted by the Bidder.
- 17.2 Cancellation/ termination of the Contract with the liberty to recover the accrued losses/damages by the Bidder including imposition of penal damages.
- 17.3 Initiation of Arbitration /legal proceedings to recover losses or damages incurred by BECIL due to the violation of ethical practice or use of undue influence by the Agency.

- **BLACKLISTING/ DEBARMENT**

18.1 The Bidder/Contractor shall be debarred/blacklisted from bidding for the contract/tender floated by BECIL for a period of two years, for violation of the code of integrity, for undue influence as well as for the breach of any other terms and conditions of the tender as per the General Financial Rules 2017 and the 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.

- **RISK AND COST CLAUSE**

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

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

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

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

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

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

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

- **PENALTIES**

3.7 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.

3.8 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.

- **CONFIDENTIALITY**

- 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.
- 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.

- **RIGHT TO INSPECTION**

- 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.
- 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.

- **TERMINATIONS**

- **Termination of Contract by BECIL due to unsatisfactory performance**

- 28 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:

- 29 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.

- **Termination due to Breach**

- 30 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.
- 31 The following sub-clauses shall attract the provision of termination, on the occurrence of the following events -:
- 32 If the Bidder has abandoned or repudiated the Contract;
- 33 If the Bidder has without valid reason failed to commence work on the project promptly;
- 34 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;
- 35 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;
- 36 If the Bidder has obtained the contract as a result of undue of influence or adopted unethical means/ corrupt practices.
- 37 if the information submitted/furnished by the Bidder is found to be incorrect;

- **Termination due to Insolvency**

- 34 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 :-
- 35 To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by a fifteen-day notice in writing to the Agency/Bidder or to give the Receiver or liquidator or other person, the option of carrying out the contract subject to its providing a guarantee up to an amount to be agreed upon by BECIL for due and faithful performance of the contract.

- **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.

- **POST TERMINATION RESPONSIBILITY**

- 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.
- 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.
- 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.
- 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.

- **NOTICES**

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

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

- **NO WAIVER**

26.1 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.

- **AMENDMENT:**

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

- **ARBITRATION**

- **Conciliation of Dispute**

- 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.

- 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.

- **Reference of Dispute to Arbitration proceeding post conciliation**

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

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

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

- iv. The dispute(s)/ difference(s)/controversy(s) shall be adjudicated by a single/sole Arbitrator empaneled with the Delhi International Arbitration Centre.
- v. The seat of Arbitrations shall be at New Delhi and the Arbitration proceeding shall be conducted in English.
- vi. The award of Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by both the parties.
- vii. The provision of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time shall apply to the Arbitration proceedings under this Contract.
- viii. That any claim of damage(s) or loses(s) incurred by BECIL as a consequence of the invocation of the litigation/arbitration proceeding owing to the suspension or abandonment of work by the Bidder/Agency shall be reimbursed by the Bidder/Agency.
- ix. In the event of initiation of AMRCD proceedings between BECIL and the client, the decision / mutual settlement arrived at, on the conclusion of the proceeding between the parties, shall in turn become applicable on the selected agency/Bidder in all respects.

- **JURISDICTION**

29.1 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.

- **Force Majeure**

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

- 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.

- **SUBCONTRACTING**

31.1 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.

- **EXTENSION OF TIME**

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

- **ASSIGNMENT:**

33.1 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.

33.2 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.

33.3 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.

1. 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.

2. SEVERABILITY:

35.1 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.

3. ENTIRE CONTRACT:

36.1 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.

4. LIQUIDATED DAMAGES

37.1 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:

37.2 Recover from the Bidder liquidated damages equivalent to a sum of **0.5% of the value of the undelivered goods/services** for each week of delay beyond the scheduled date of completion or delivery or such liquidated damage, subject to a **maximum of 10% of the contract value** or **such liquidated damages as may be imposed by the Client**, whichever is higher (due to the failure of the Bidder to meet the contractual obligations)

37.3 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.

37.4 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)

37.5 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.

38 Power of Attorney (PoA) by Competent Authority:

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

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

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

The Power of Attorney shall:

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

39. SIGNING OF NON-DISCLOSURE AGREEMENT

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

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

SECTION –IV SCOPE OF WORKS

8 SCOPE OF WORK/SCHEDULE OF REQUIREMENTS

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

Client's Tender Reference No: F.5(1-133) STORE/DHS/IHMIS/2024-PART (1) Dated: 18/06/2025

Website: <https://tripuratenders.gov.in/>

SCHEDULE 1: DETAILED SCOPE OF WORK

For detailed scope of work of the project & the Bill of Material, the BECIL's EOI document and Client's Tender document, and its amendments & corrigenda issued subsequently (if any) shall be applicable; Tender details references are Contract No: F.5(1-133)STORE/DHS/IHMIS/2024-PART(1) Dated: 18/06/2025, Website: www.tripuratenders.gov.in

The broad scope of for the work of "Selection of MSP for Supply, Installation, Testing, Commissioning, Operations & Maintenance of Integrated Health Management Information System (IHMIS) for Tripura" as per the EOI Document is as below but not limited to:

The Backend Member will be required to undertake for Selection of MSP for Supply, Installation, Testing, Commissioning, Operations & Maintenance of Integrated Health Management Information System (IHMIS) for Tripura".

Scope of Work

- Scope Of Work (Part 1) – Components Within the IHMS
- Scope Of Work (Part 2) – Training & Capacity Building
- Scope Of Work (Part 3) – Adoption and Sustainability (Change Management)
- Scope Of Work (Part 4) – Performance Management and Rating Dashboard
- Scope Of Work (Part 5) – State Health Dashboard
- Scope Of Work (Part 6) – Centralized Help Desk / Incident Management
- Scope Of Work (Part 7) – Incident Reporting Using Different Channels

Scope Of Work (Summary) - Activities to Be Carried Out By MSP

For detailed information regarding the scope of work for the tender, please refer to Contract No. F.5(1-133) STORE/DHS/IHMIS/2024-PART (1) dated 18/06/2025, available on the website: www.tripuratenders.gov.in.

SECTION –V

ELIGIBILITY CRITERIA AND EVALUATION

■ PRE-QUALIFICATION ELIGIBILITY CRITERIA

SI No	Prequalification Parameter	Evidence Required
1.	<p>Incorporated / Registered under:</p> <p>a) Companies registered under Companies Act 2013</p> <p>b) Partnership firms registered under Limited Liability Partnerships (registered under LLP Act, 2008)</p> <p>c) Partnership firms registered under Indian Partnership Act, 1932</p> <p style="text-align: center;">AND</p> <p>Should be registered with Tax Authorities</p> <p style="text-align: center;">AND</p> <p>Should have registered office in India</p>	<p>Copy of Certificate of Registration/ Certificate of Incorporation</p> <p style="text-align: center;">AND</p> <p>GST / Service Tax Registration Certificate</p> <p style="text-align: center;">AND</p> <p>PAN / TAN</p> <p style="text-align: center;">AND</p> <p>Declaration of Registered Office in India on Company's letterhead, duly signed and stamped</p>
2.	<p>Bidder Should be in existence and operational continuously for at least the last 7 years, as on the date of this EoI.</p>	<p>Declaration of existence for 7 years or more on Company's Letterhead, duly signed and stamped.</p>
3.	<p>Power of Attorney from the Bidder, in the name of the person working with the organization for signing the Bid response to the EOI, authorizing him to submit the bid, execute a consortium agreement with the BECIL, issuing Power of attorney to BECIL, to negotiate the contract terms and conditions with the BECIL, to receive payments from the client as a binding document.</p>	<p>Valid Power of Attorney, Notarized on Rs.500/- on a non-Judicial stamp paper as per the given format.</p>
4	<p>The bidder should submit an undertaking on his letterhead stating that a Power of Attorney will be signed, authorising BECIL to submit the bid/execute a contract agreement with the client, to negotiate the contract terms and conditions with the client, to receive payments from the client as a binding document.</p> <p>Note: Power of Attorney shall be executed immediately after the finalisation/declaration of the consortium partner with BECIL for participating in the IHIMS, Tripura tender.</p>	<p>Undertaking on the Bidders letterhead as per the Format</p>

5.	The Bidder should have an average annual turnover of at least INR 6.5 Crores from IT/ ITES/ICT business during each of the last three financial years (i.e. 2021-2022, 2022-23, 2023-24).	Audited Balance sheet AND Profit & Loss statement AND Certificate from the Statutory Auditor with UDIN.
6	The Bidder should have a positive net worth and profitability in the last 3 financial years (i.e. 2022-23, 2023-24,2024-25).	A certificate from CA is to be produced
7	The Bidder should provide a solvency certificate from the banker for an amount of Rs.8.0 Crores	A Solvency certificate from the bank is to be produced
8.	The Bidder must have the following valid certifications: a) ISO 9001: - Quality Management System b) ISO27001 – Information Security Management System c) CMMi Level 3 d) CMMI Level 5/NSIC certification	Valid Certificates
9.	The bidder or the OEM proposed by the bidder should possess ABDM certification registered in their company name should possess ABDM certification in their company name /respective Government name where the software is deployed. (The HMIS, which is in the name of the customer, should be owned by the bidder/ any of the consortium partners/OEM)	ABDM certification M1, M2, M3 in the name of the bidder/Proposed OEM. (Note: The bidder must own the proposed HIMS application, or hold a valid authorization from the Original Equipment Manufacturer (OEM) of the HIMS software. Additionally, the proposed HIMS software must have a valid certification under the Ayushman Bharat Digital Mission (DHS)”)
10.	The Bidder must not be under a declaration of ineligibility/banned/Black listed for any reason, or, their contracts should not have been terminated in the preceding Seven (7) years for performance reasons, by any Government/PSU / Private entity in India as on last date of submission of the Bid AND Should not be currently blacklisted, debarred or deregistered for forgery, misrepresentation or cheating by any Government / Public / Private entity	Affidavit by the authorized signatory of the Bidder on Rs.100/- non-judicial stamp paper. As per the format mentioned at Annexure-H
11.	The Bidder should not have violated/ infringement any Indian or Foreign trademark, patent, registered design or other IPR	Affidavit by the authorized signatory of the Bidder on Rs.100/- non-judicial stamp paper. As per the format mentioned at Annexure-I

12.	<p>The Bidder should have experience of successfully completed/be in the process of executing in HMIS / HIMS / HIS / IHMIS projects within the Health Sector in the last seven years. The number and value of projects should be as follows:</p> <p>a) One Project of at least INR 15 Crores OR b) Two projects of at least INR 10 Crores each</p>	<p>Copy of work order /MOU or Agreement/Work completion certificate / Go-live Certificate issued by client)</p>
13.	<p>The Bidder should have at least 20 technical professionals on its payroll as of the date of bid submission.</p>	<p>Declaration from HR on the company's letterhead</p>
14.	<p>The Bidder must submit a Manufacturer Authorisation Certificate (MAC) of his own product/from the proposed OEM, duly addressing to the End User/Client and authorising BECIL for the IHIMS, Tripura Project agreeing to all the terms and conditions mentioned in the RFP No: F.5(1-133) STORE/DHS/IHMIS/2024-PART (1) Dated: 18/06/2025.</p>	<p>The OEM authorisation certificate must be addressed to the Client clearly stating that:</p> <p>a) The OEM authorises the Bidder to offer, supply, and implement the OEM's product for this specific project with Service support.</p> <p>b) The OEM provides an explicit undertaking to fully support the project from the design phase through to the completion of all contractual obligations as per the RFP terms & conditions.</p> <p>c) The OEM guarantees to provide end-to-end support, including but not limited to:</p> <p>e) Necessary technical services, f) Ongoing maintenance and service support, g) Future upgrades and enhancements, h) Licensing and compliance, i) Provision of software patches, bug fixes, and security updates throughout the project's lifecycle. j) Necessary software test, audits and certifications, Service support till the completion of the project</p> <p>Failure to submit the OEM's authorisation certificate with the stated commitments will render the bid non-responsive.</p> <p>As per the format mentioned at Annexure - P</p>

15	<p>Bidder/Proposed OEM by the bidder must be required to demonstrate the functional capabilities of their Health Management Information System (HMIS) software application, and should submit a detailed technical presentation after understanding the scope of works, deliverables, milestones, and implementation plan as per the client's RFP.</p>	<p>Approach and Methodology:</p> <p>The Lead Bidder/consortium partners should propose the Approach & Methodology to be covered in the technical proposal, detailing:</p> <ul style="list-style-type: none"> i. Understanding of the Project <ul style="list-style-type: none"> ii. Solution Architecture, Design, and Scalability Project Management Methodology Solution components and Output v. Human Resources Deployment Plan and Delivery Timeline Training Methodology Adoption strategy Rollout Strategy Hand Holding strategy SLA management strategy i. Governance Mechanism <ul style="list-style-type: none"> ABDM enablement strategy Strategy for achieving outcomes Risk Mitigation Plan
16	<p>The Bidder should have an office in any part of Tripura (Preferably in Agartala) or should furnish an undertaking that the same would be established within 60 days of signing the contract, if the project is awarded.</p>	<p>Office address details with valid government supporting documents OR Undertaking from an authorised signatory to open the local office within 60 days of signing the contract, if project is awarded</p>

2.–BID EVALUATION: LCBS EVALUATION

The Technical Bid Evaluation process aims to assess the bidders' technical capabilities and ensure they meet the requirements specified in the RFP. Each bidder's proposal will be evaluated based on predefined criteria, and scores will be assigned accordingly.

Evaluation Methodology – Least Cost Based Selection (LCBS)

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

Only those bidders who are meeting the Pre-Qualification eligibility criteria's and have submitted a proper technical solution those bid shall be considered for **Financial Bid evaluation**.

11 **PRELIMINARY EVALUATION**

- 11.1. 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.
- 11.2. 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.
- 11.3. 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.
- 11.4. In case two bids are received from the same bidder, both the bids will be rejected.

EVALUATION PROCESS

- 32.1 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.
- 32.2 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.
- 32.3 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/tenders.
- 32.4 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.
 - a) Evaluation of proposals shall be based on:
 - b) Information contained in the proposal, the documents submitted there to and clarifications provided, if any.
 - c) Experience and Assessment of the capability of the bidders based on past record.
- 32.5 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.
- 32.6 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.

32.7 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.

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

FINANCIAL EVALUATION:

Evaluation Methodology – Least Cost Based Selection (LCBS)

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

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

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

SECTION –VI

ENCLOSURES AND ANNEXURES

(Annexure-A)

PRE-CONTRACT INTEGRITY PACT

On a Rs.100 stamp paper

Between

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

And

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

Preamble:

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

In order to achieve these goals, the principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

a. The principal commits itself to take all measures necessary to prevent Corruption and to observe the following principles: -

i.No employee of the principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or Immaterial benefit which he/she is not legally be entitled to.

ii.The principal will, during the tender process treat all Bidder(s) with equity and reason. The principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

iii. The principal will exclude all known prejudiced persons from the process.

b. 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)

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

a) The Bidder(s) Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal 's employees involved in the tender process or the execution of the contract/ or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

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

e) The Bidder(s) Contractor(s) will, when presenting 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.

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

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

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

Section 4 – Compensation for Damages

a. If the principal has disqualified the contractor from the tender process prior to the award according to

Section 3, the principal is entitled to demand and recover the damages Equivalent to Earnest Money Deposit / Bid Security.

b. 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

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

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

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

a. 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.

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

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

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

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

Section 8 – External Independent Monitor/Monitors

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

9.2 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).

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 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.

9.8 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

- a. This agreement is subject to Indian Law. Place of performance and jurisdiction is the head office of the Principal , i.e., New Delhi.
- b. Changes and supplements as well as termination notices need to be made in writing. Side agreement have not been made.
- c. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
- d. 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

यूनियन बैंक  Union Bank
of India

एक भारतीय उद्यमिता 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: UBININBBNDL

Email: ubin0549797@unionbankofindia.bank

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

Date: 18.01.2023

TO WHOMSOEVER IT MAY CONCERN

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

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

Bank Stamp with Authorized Signatory

Date 20-01-2023

Particulars of The Bidder

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

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

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	Financial Year	Net worth	Remarks
1	2021-22		2021-22		
2	2022-23		2022-23		
3	2023-24		2023-24		
	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 the letter of Undertaking for Bid Validity

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

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

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

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

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Bid Covering Letter

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

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

Dear Sir/Madam,

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

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

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

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

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

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

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

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

Bidder Ref. No.

Dated :

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

EOI No. BECIL/RO/BG/TRIPURA/IHIMS/2025-26/01, Dated: 09.07.2025

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: _____

Self-Declaration for Non-Infringement of Intellectual Property Rights (IPR)

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

Bidder Ref. No.

Dated :

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

EOI No. BECIL/RO/BG/TRIPURA/IHIMS/2025-26/01, Dated: 09.07.2025

We, M/s. ----- hereby declare that the firm/company namely M/s. -----
-----, as on the date of bid submission, **has not violated or infringed any Indian or foreign trademark, patent, registered design, copyright, or any other intellectual property rights (IPR).**

M/s has not been found guilty of any criminal offence related to IPR violation 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: _____

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

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

EOI Document No: Date:

Bidder's Name, Address & contact details:

Bidder's Reference No. Date:

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

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

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

Penalties for false or misleading declarations:

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

(Signature with date)

(Name and designation)

Duly authorized to sign Bid for and on behalf of

(Name & address of the Bidder and Seal of Company)

Price Bid Format

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

SCHEDULE-A

SI No.	Item Description	Make/Model/Version of the Proposed HIMS application.	Unit	Rate in INR	GST %	Total Amount (Rs.) in Rs.
	<p>Design, Development, Customization, Configuration, Integration, Training, Implementation and Maintenance of The Integrated Health Management System for the State of Tripura.</p> <p>This includes:</p> <ul style="list-style-type: none">i. Development, Customization and Roll out of HIMS (Hospital Management Information System) for state hospitals, district hospitals, RH's, SDH's and CHC's,ii. Development, Customization and Roll out of CLIMS (Clinic and Small Hospital Management Information System) for PHCsiii. Development and Customization of the CLIMS/HIMS to cover Govt. facilities for Mental health, Cancer, AYUSH and Drug rehabilitation.iv. Development and Customization of Mobile Apps for HSCv. Development and Customization of State Health Dashboard and ABDM Dashboard which will include a Performance Management Dashboardvi. Development and Customization of Training LMS.vii. Integration of the HIMS, CLIMS, Mobile Apps and the Dashboards will form the IHMIS.viii. Development and Customization of Integrations between IHMIS and Govt Apps and Portals.ix. Development and Customization of the LMSx. Train the Trainer programs for State supplied local trainers.		LS			

	xi. Cloud management of setup of the application (IHMS) within the state data center and integration with state supplied SMS and email gateways. xii. Development and customisation of Performance dashboards to the CM dashboard for the state of Tripura. Provide financial break up by scope of activities					
Total Amount including all taxes in Rs. say "A"						
Bidder offered BECIL margin on the above total price bid amount "A"					% tage
Amount in Words:						

Note:

Important Instructions to the Bidder:

Project Management Consultancy (PMC) Charges:

BECIL shall be entitled for a markup of Margin __% of the total project value (i.e., the total bid value including all applicable taxes submitted by BECIL to **NHM** as its **Project Management Consultancy (PMC) charges**).

Negotiation Rights:

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

Finalisation of total bid amount to the client:

The **final project cost** to be offered to the client by BECIL shall comprise the following components:

The total **bid cost** offered by the Bidder,

The **PMC charges** applicable to BECIL on the total offered price , and

The **applicable GST**.

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

Yours faithfully,

Authorized signature (in full and initials) Name and designation of the signatory

..... Name of the Firm

Business address

Office seal.....

Place.....

Date

CONSORTIUM AGREEMENT

between

Broadcast Engineering Consultants India Ltd

(A Government of India Enterprise)

#162, II Main, 1st Cross, AGS Layout,

RMV II Stage, Bengaluru-560094.

and

[vendor name/Consortium Member]

[Vendor Address]

TABLE OF CONTENTS

ARTICLE 1: PREAMBLE

ARTICLE 2: GENERAL

ARTICLE 3: PROJECT BACKGROUND AND SCOPE OF WORK

ARTICLE 4: ROLES AND RESPONSIBILITIES

ARTICLE 5: COOPERATION OF THE TRANSACTION

ARTICLE 6: PERIOD OF AGREEMENT

ARTICLE 7: PAYMENT AND COMMERCIAL

ARTICLE 8: GENERAL TERMS & CONDITIONS

SCHEDULE 1: DETAILED SCOPE OF WORK

TABLE OF CONTENTS

ARTICLE 1: PREAMBLE

ARTICLE 2: GENERAL

ARTICLE 3: PROJECT BACKGROUND AND SCOPE OF WORK

ARTICLE 4: ROLES AND RESPONSIBILITIES

ARTICLE 5: COOPERATION OF THE TRANSACTION

ARTICLE 6: PERIOD OF AGREEMENT

ARTICLE 7: PAYMENT AND COMMERCIAL

ARTICLE 8: GENERAL TERMS & CONDITIONS

SCHEDULE 1: DETAILED SCOPE OF WORK

CONSORTIUM AGREEMENT

Executed on Rs.500/ non judicial stamp paper

This Consortium Agreement is executed at Delhi on this -----2025 (“Effective Date”).

AMONGST

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

AND

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

The Consortium consisting of M/s BECIL and M/s XXX shall be referred to as consortium, individually referred to as **“Party”** and collectively as **“Parties”**.

ARTICLE 1: PREAMBLE

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

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

WHEREAS Director of Health Services(DHS), National Health Mission, Health and Family Welfare Department, Government of Tripura (Hereinafter referred to as “DHS/Client”) floated a tender document numbered **F.5(1-133) STORE/DHS/IHMIS/2024-PART(1) dated:18/6/2025, for the implementation of integrated Healthcare Management Information System , for its adoption by various stakeholders, at hospitals, health centres and institutions across Tripura State,** Hereinafter referred to as RFP tender” /”Work”/”Project” (hereinafter called as **DHS TENDER**)

WHEREAS BECIL published EOI No. EOI No. BECIL/RO/BG/TRIPURA/IHIMS/2025-26/01, Dated: 07.07.2025 (hereinafter referred as BECIL EOI) for selection of consortium members for DHS tender.

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

AND WHEREAS BECIL & the Consortium Member have jointly accepted to form a consortium to prepare and submit its competitive bid against the RFP for Selection of a Social Media Agency as per the tender document F.5(1-133) STORE/DHS/IHMIS/2024-PART(1) dated:18/6/2025

AND WHEREAS the Consortium Member has signed a Power of Attorney in favour of BECIL, nominating BECIL as the Lead Member of the consortium.

AND WHEREAS, this consortium agreement is executed solely for the purpose of bidding as a consortium for the RFP issued by DHS pertaining to the implementation of the HIMS Software application across all hospitals in the state of Tripura and may be superseded by an inter se agreement once the tender is awarded to the consortium.

AND WHEREAS all the parties agreed to join their hands on the 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.

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

- 21.1.1.1 Power of Attorney authorizing BECIL as Lead Bidder.**
- 21.1.1.2 EOI floated by BECIL EOI No. BECIL/RO/BG/TRIPURA/IHIMS/2025-26/01, Dated: 07.07.2025 for the RFP for Selection Implementation Partner .**
- 21.1.1.3 Clients RFP no:F.5(1-133) STORE/DHS/IHMIS/2024-PART(1) dated:18/6/2025**

ARTICLE 2: GENERAL

2.1. PURPOSE:

The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purpose of jointly participating in the bidding process for the implementation and operation & and maintenance of HIMS application in the state of Tripura for the RFP DHS RFP No. F.5(1-133) STORE/DHS/IHMIS/2024-PART1 dated:18/6/2025.

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 DHS RFP, either directly or indirectly or through any of their associates.

2.2 Representation of the Parties: The Consortium Member represents to BECIL that as on date of signing this Agreement:

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

2.2.2 That the execution, delivery and performance by 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 Member so as to prevent such Parties from fulfilling their obligations under this Agreement.
- 2.2.3.** That Consortium Member has not been black-listed by Central/ State Government or any other Government PSU and is not facing/ likely to face any disciplinary proceedings under Indian or under laws of any other country.
- 2.2.4.** That this aforementioned RFP is the legal and binding obligation of such Parties, enforceable in accordance with its terms against it;
- 2.2.5.** That there is no litigation pending or, to the best of 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.
- 2.2.6.** That there is no legal action/dispute initiated or pending on a Consortium Member at the time of signing of this Agreement which is likely to concern or affect BECIL in any manner. If any such case is found pending, the agreement will automatically become invalid and the agency will be penalised by withholding the EMD/ PBG, and legal action will be initiated as deemed fit by the competent authority. All ongoing and future business associations with BECIL will also be terminated.

ARTICLE 3: PROJECT BACKGROUND AND SCOPE OF WORK

3.1 Project Background

That falling under the purview of the **Directorate of Health Services(DHS), Health and Family Welfare Department, Government of Tripura.**, and is

The **Directorate of Health Services(DHS), Health and Family Welfare Department, Government of Tripura**, floated a tender document on the CPPP Portal for the selection of a Bidder responsible for the design, development. and implementation of the Integrated Healthcare Management System. The implementation of the information management system shall be inclusive of but

not limited to activities such as the collection of data, defining clear and measurable rankings, to implementing a comprehensive dashboard to visualize performance data and other ancillary activities.

- 3.1.2 The aforesaid tender no: **F.5(1-133) STORE/DHS/IHMIS/2024-PART(1) dated:18/6/2025**, with all the amendments or corrigendum (available on <https://tripuratenders.gov.in/> website) gives details of the project as well as scope of work to be carried out by the Consortium.

3.2 Scope of Work of the consortium member/ Implementation Partner:

- 3.2.1. The detailed scope of work of the Consortium member/ Implementation Partner as per the scope of works mentioned in the RFP Document no:**F.5(1-133) STORE/DHS/IHMIS/2024-PART(1) dated :18/6/2025** .

The comprehensive scope of work for the implementation of the Integrated Health Management System (IHMS) in Tripura encompasses a series of essential activities. The approved consortium member will be responsible for executing these activities to ensure the successful deployment, operation, and sustainability of the IHMS as per the Scope of the project defined in the DHS Tender/ RFP.

a. The Consortium Member shall act as the Technical Partner in the consortium being formed to participate in the RFP floated by the Department of Health Services (DHS). The Technical Partner must possess prior experience in implementing Hospital Information Management System (HIMS) applications for at least one state in India.

b. The Consortium Member should either own the HIMS application or hold a valid authorisation from the Original Equipment Manufacturer (OEM) of the HIMS software. Additionally, the proposed HIMS software must have a valid certification under the Ayushman Bharat Digital Mission (DHS).

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

Supply, Installation, Testing, and Commissioning of IHMIS

- a. System Development/Customisation & Integration
- b. Pilot Rollout

Training and Statewide Scale-up

Operations and Maintenance with required manpower for a period of **36 months from the date of project Go-Live/ Acceptance from the client.**

- a. Scope of Work (Part 1) – Components Within the IHMS
- b. Scope of Work (Part 2) – Training & Capacity Building
- c. Scope of Work (Part 3) – Adoption and Sustainability (Change Management)
- d. Scope of Work (Part 4) – Performance Management and Rating Dashboard
- e. Scope of Work (Part 5) – State Health Dashboard
- f. Scope of Work (Part 6) – Centralised Help Desk / Incident Management
- g. Scope of Work (Part 7) – Incident Reporting Using Different Channels
- h. Scope of Work (Part 8) – Support services as per the clients requirements

- 3.2.2.2 The Implementation Partner will be required to undertake the implementation of the

Integrated Health Management System(IHMIS) as per the scope of works mentioned above and should comply all the project scope of works and terms and conditions of the RFP, and shall undertake centralised health desk management, collect data and implement a framework for a centralised dashboard and do incident reporting using different channels.

3.2.2.3 The Implementation Partner shall be required to provide in-person training, develop a systematic training plan and ensure the effectiveness of training to the staff.

3.2.2.4 The Implementation Partner shall be responsible for ensuring the shift of the old framework system to a new system with the cooperation and coordination among stakeholders.

3.2.2.5 The Implementation Partner shall be responsible for the development of data collection mechanism, build a performance dashboard and implementing regular report feedback

ARTICLE 4: ROLES AND RESPONSIBILITIES

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

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

4.3 DUTIES & OBLIGATIONS OF CONSORTIUM MEMBER/IMPLEMENTATION PARTNER

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

4.3.2. The Consortium Member have read and understood the terms and conditions of the EOI floated by BECIL and the RFP floated by DHS, **Health and Family Welfare Department, Government of Tripura**, and it agree to support BECIL in abiding by those terms and conditions.

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

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

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

4.3.8. Consortium Member **has agreed to abide by all the terms on a back-to-back basis as per the terms and conditions and Obligations as specified in the DHS RFP.**

4.3.10 The Consortium Member shall appoint an adequate number of team personnel, project Lead, staff, and technical team staffs during the project implementation and Operation Maintenance period as mentioned in the Scope of Work.

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

4.4. DUTIES AND OBLIGATIONS OF BECIL:

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

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

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

4.4.4. BECIL is authorised by the Consortium Member to receive instructions from the client on behalf of Consortium Member.

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

4.4.6 BECIL shall hire one project coordinator for the Bangalore Office to manage this project and maintain interaction with the customer/Consortium Member

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	CONSORTIUM MEMBER
	CONSORTIUM RESPONSIBILITY		
1	Consortium Agreement between the BECIL and the finalised bidder/CONSORTIUM Member, mentioning with roles and responsibilities of each consortium partner.	J	J
2	Power of Attorney to BECIL by the finalized Bidder/CONSORTIUM Member authorising BECIL as a Lead bidder to sign the contract with the client.	S	P
3.	Pre-bidding site survey, if any	S	P
2.	Fully complied with technical bid response preparation as per RFP Terms & Conditions. Selection of the OEM-IHIMS application	J	J
3.	Competitive commercial bid preparation as per RFP	J	J
4.	Documentation and correspondence with the customer.	P	N
5.	Provisioning of EMD/Insurance Surety Bond to DHS as per RFP requirement.	P	S
6.	Provision of Back to Back and Making charges of EMD/ Insurance Surety Bond to BECIL.	N	P
7.	Provisioning of any other required document for bidding.	J	J
8.	Submission of complete techno-commercial offer to the customer in requisite mode.	J	J
9	Any other relevant follow up, correspondence and meetings with the customer/Client.	P	S

S.NO.	Description	BECIL	CONSORTIUM MEMBER
	POST-BID RESPONSIBILITY (In the event of winning the agreement)		
	Signing of contract with the client -DHS, Govt of Tripura	P	N
	Submission of 5% PBG to client	J	J
	Submission of back to back PBG to BECIL.	N	P
	Any relevant follow up, correspondence and meeting with the customer	P	S
	Executing the entire end to end Scope of the project Work to the satisfaction of the client -DHS as per the conditions of clients RFP.	S	P
	Providing project finance/working capital for the timely execution of the project	N	P

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

4.7 JOINT AND SEVERAL LIABILITY

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

ARTICLE 5: COOPERATION OF THE TRANSACTION

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

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

5.3 The cooperation for execution of the Project between the parties hereto shall be exclusive, i.e., neither of them shall without the other party's consent - alone or together with another PARTY take part in any agreement or proposal with regard to this RFP Tender No. **F.5(1-133) STORE/DHS/IHMIS/2024-PART (1) dated :18/6/2025.**

ARTICLE 6: PERIOD OF AGREEMENT

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

ARTICLE 7: PAYMENT AND COMMERCIAL

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

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

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

7.5. The Consortium Member shall raise its tax invoices to BECIL, which will then raise the invoices to DHS, Tripura (on the basis of the achievement of pre-defined milestones subject to satisfactory completion of work) after getting the relevant documentary proofs from the Consortium Member.

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

7.7 Upon receipt of corresponding payment from the DHS, BECIL shall disburse the payment to the consortium Members within 30 days of receipt of the payment from DHS after deduction of BECIL's markup percentage or **BECIL Margin in%** of the total project cost as signed with the client DHS.as per clause 7.6

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

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

(a) Consortium Member participated in BECIL's EOI and that all terms & conditions of the BECIL's EOI shall apply to the Consortium Member.

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

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

(e) 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 DHS once the goods and/or services are accepted by DHS.

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

7.10 Upon receipt of payment from DHS, BECIL shall make back to back payment to the Consortium Member after deducting BECIL's Margin (Project Management Consultancy) as per clause 7.6, etc. as per terms and conditions of the Consortium Agreement. **The respective payment of the consortium member**

shall be made to the bank account given by the Consortium Member .

ARTICLE 8: GENERAL TERMS & CONDITIONS

RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein, shall be construed as establishing a relation of master and servant or of Agent and Principal as between the Bidder/Agency and BECIL.

INTELLECTUAL PROPERTY RIGHTS:

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.

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.

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.

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

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.

INDEMNITY

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

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

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

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

CODE OF INTEGRITY

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

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

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.

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.

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

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

Obstruction of any investigation or auditing of a procurement process.

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

CONFLICT OF INTEREST

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

- 25.1.7 Directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- 25.1.8 Receives or have received any direct or indirect subsidy/ financial stake from another Bidder; or
- 25.1.9 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
- 25.1.10 Has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or
- 25.1.11 Participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice- versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub- contractor in more than one bid; or
- 25.1.12 Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Details Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc.)of this Tender process; or has a close business or family relationship with a staff of the Procuring Organization who:
 - 21 are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or
 - 22 would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

UNDUE INFLUENCE

The Agency/Bidder undertakes that it has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the BECIL or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India.

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

UNLAWFUL/UNETHICAL PRACTICES

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

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

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

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

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

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

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

BLACKLISTING/ DEBARMENT

8.9.1The Bidder/Contractor shall be debarred/blacklisted from bidding for the contract/tender floated by BECIL for a period of two years, for violation of the code of integrity, for undue influence as well as for the breach of any other terms and conditions of the tender as per the General Financial Rules 2017 and the Guidelines for debarment of firms from bidding issued by the Department of

RISK AND COST CLAUSE

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.

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

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.

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

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.

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

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

PENALTIES

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.

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.

CONFIDENTIALITY

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.

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.

RIGHT TO INSPECTION

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.

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.

TERMINATIONS

Termination of Contract by BECIL due to unsatisfactory performance

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:

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.

Termination due to Breach

- 32 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.
- 33 The following sub-clauses shall attract the provision of termination, on the occurrence of the following events -:
- 38 If the Bidder has abandoned or repudiated the Contract;
- 39 If the Bidder has without valid reason failed to commence work on the project promptly;
- 40 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;
- 41 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;
- 42 If the Bidder has obtained the contract as a result of undue of influence or adopted unethical means/ corrupt practices.
- 43 if the information submitted/furnished by the Bidder is found to be incorrect;

Termination due to Insolvency

- 36 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 :-
- 37 To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by a fifteen-day notice in writing to the Agency/Bidder or to give the Receiver or liquidator or other person, the option of carrying out the contract subject to its providing a guarantee up to an amount to be agreed upon by BECIL for due and faithful performance of the contract.

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.

POST TERMINATION RESPONSIBILITY

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.

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.

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.

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.

NOTICES

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

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

NO WAIVER

21.1.1.3.1 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.

AMENDMENT:

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

ARBITRATION

Conciliation of Dispute

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.

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.

Reference of Dispute to Arbitration proceeding post conciliation

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.

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.

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,

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

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

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.

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

In the event of initiation of AMRCD proceedings between BECIL and the client, the decision / mutual settlement arrived at, on the conclusion of the proceeding between the parties, shall in turn become applicable on the selected agency/Bidder in all respects.

JURISDICTION

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

Force Majeure

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

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.

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.

SUBCONTRACTING

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

EXTENSION OF TIME

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.

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.

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

ASSIGNMENT:

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.

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.

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.

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.

SEVERABILITY:

If any provision of the Contract/ Agreement / work order, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable; the

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

ENTIRE CONTRACT:

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

LIQUIDATED DAMAGES

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

Recover from the Bidder liquidated damages equivalent to a sum of **0.5% of the value of the undelivered goods/services** for each week of delay beyond the scheduled date of completion or delivery or such liquidated damage, subject to a **maximum of 10% of the contract value or such liquidated damages as may be imposed by the Client**, whichever is higher (due to the failure of the Bidder to meet the contractual obligations)

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.

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)

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

8.32 Power of Attorney (PoA) by Competent Authority:

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

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

To issue a **Power of Attorney (PoA)** to BECIL authorising BECIL as a Lead Bidder for the project.

Execute and sign the Consortium Agreement (Inter-se Agreement) with BECIL on behalf of the organization, authorising BECIL to submit the bid/execute a contract agreement with the client, to negotiate the contract terms and conditions with the client, to receive payments from the client as a binding document.

Submit all necessary documents, participate in discussions/negotiations, and

Bind the company to all commitments, representations, and obligations arising out of this EOI process and subsequent participation in the client's tender.

The Power of Attorney shall:

Be executed **of appropriate value**,

Be **duly notarized**, and

Clearly mention the **name, designation, and authority of the person issuing the PoA**, as well as the **scope of authority granted**.

8.33 SIGNING OF NON-DISCLOSURE AGREEMENT

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

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

SCOPE OF WORKS

9 SCOPE OF WORK/SCHEDULE OF REQUIREMENTS

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

Client's Tender Reference No: F.5(1-133) STORE/DHS/IHMIS/2024-PART (1) Dated: 18/06/2025

Website: <https://tripuratenders.gov.in/>

SCHEDULE 1: DETAILED SCOPE OF WORK

For detailed scope of work of the project & the Bill of Material, the BECIL's EOI document and Client's Tender document, and its amendments & corrigenda issued subsequently (if any) shall be applicable; Tender details references are Contract No: F.5(1-133)STORE/DHS/IHMIS/2024-PART(1) Dated: 18/06/2025, Website: www.tripuratenders.gov.in

The broad scope of for the work of "Selection of MSP for Supply, Installation, Testing, Commissioning, Operations & Maintenance of Integrated Health Management Information System (IHMIS) for Tripura" as per the EOI Document is as below but not limited to:

The Backend Member will be required to undertake for Selection of MSP for Supply, Installation, Testing, Commissioning, Operations & Maintenance of Integrated Health Management Information System (IHMIS) for Tripura".

Scope of Work

- Scope Of Work (Part 1) – Components Within the IHMS
- Scope Of Work (Part 2) – Training & Capacity Building
- Scope Of Work (Part 3) – Adoption and Sustainability (Change Management)
- Scope Of Work (Part 4) – Performance Management and Rating Dashboard
- Scope Of Work (Part 5) – State Health Dashboard
- Scope Of Work (Part 6) – Centralized Help Desk / Incident Management
- Scope Of Work (Part 7) – Incident Reporting Using Different Channels
- Scope Of Work (Summary) - Activities to Be Carried Out By MSP

For detailed information regarding the scope of work for the tender, please refer to Contract No. F.5(1-133) STORE/DHS/IHMIS/2024-PART (1) dated 18/06/2025, available on the website: www.tripuratenders.gov.in.

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.

Broadcast Engineering Consultants India Ltd.	M/s XXX
By:	By:
Name:	Name:

Usha Mangalgi	
Title:	Title:
General Manager	Director
Signature of Witness:	Signature of Witness:
Name:	Name:
Title:	Title:

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

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

Subject: Local office establishment declaration

EOI No. BECIL/RO/BG/TRIPURA/IHIMS/2025-26/01, Dated: 09.07.2025

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

or

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

Designation: Business: Address: Signature: Seal:

Date & Time:

POWER OF ATTORNEY (Authorizing BECIL for participating in the bid as a lead bidder)
(To be executed on Rs.500/- Non judicial stamp paper and Notarized)

TO WHOMSOEVER IT MAY CONCERN

WHEREAS, M/s XXX , a company incorporated under the laws of having its registered office at **[Complete Address]** (hereinafter referred to as the “ Consortium Member / Consortium Partner/ Implementation partner”), is desirous of becoming a consortium partner with M/s.BECIL to submit a consortium bid in response to the **Tender Notice No. F.5(1-133)STORE/DHS/IHMIS/2024-PART(1)** dated **18/06/2025** and if selected, undertaking the responsibility of implementing the Project as per the terms of the Tender

That The **Director of Health Services(DHS), National Health Mission**, Health and Family Welfare Department, Government of Tripura , floated a tender document numbered **Tender Notice No. F.5(1-133)STORE/DHS/IHMIS/2024-PART(1)** dated **18/06/2025** on the CPP Portal for the selection of selection of a Managed Service Provider(MSP) for the **Supply, Installation, Testing, Commissioning, Operations & Maintenance of Integrated Health Management Information System (IHMIS)** for the Tripura state

WHEREAS M/s. XXX [Insert names of the Member of Consortium], the member of the Consortium is desirous of submitting a consortium bid in response to the **Tender Notice No. F.5(1-133)STORE/DHS/IHMIS/2024-PART(1)** dated **18/06/2025** and if selected, undertaking the responsibility of implementing the Project as per the terms of the Tender;

WHEREAS the Consortium Member have agreed under the Consortium Agreement dated (The date of “Consortium Agreement”), entered into between M/s BECIL and the Consortium Member and submitted along with the Bid to appoint M/s Broadcast Engineering Consultants India Limited as the Lead Consortium Member to represent the Consortium for all matters regarding the Tender and the Bid;

AND WHEREAS pursuant to the terms of the Tender and the Consortium Agreement, I the Member of the Consortium hereby designate M/s Broadcast Engineering Consultants India Limited as the Lead Consortium Member to represent us in all matters regarding the Bid and the Tender, in the manner stated below:-

Know all men by these presents, we do hereby constitute, appoint and authorize **M/s Broadcast Engineering Consultants India Limited** , which is one of the Members of the Consortium, 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 Consortium’s Bid in response to the Tender issued by The **Director of Health Services(DHS)** including signing and submission of the Bid and all documents related to the Bid as specified in the Tender document, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees, payments or any other document, which the **Director of Health Services(DHS), National Health Mission**, Health and Family Welfare Department, Government of Tripura may require us to submit.

The aforesaid attorney shall be further authorized for making representations to The **Director of Health Services(DHS)**, and providing information/ responses to it and representing us and the Consortium in all matters before The **Director of Health Services(DHS)** named in the Tender, and generally dealing with all the matters in connection with the tender till completion of the bidding process as well as implementation of the Project, if applicable, in accordance with the Tender.

We, as Members of the Consortium, 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 Tender. *Insert the name of the executant Consortium Member] through the hand of Mr./ Ms. duly authorized by the Board to issue such Power of Attorney.

Accepted
[Signature of Lead Consortium as Attorney]

.....
[Signature of Authorised Representative as Executant/Consortium Member]
[Name of Authorized Representative]
[Designation of Authorized Representative]

Witness 1:.....

.....

Witness 1

Witness 2:.....

Attested: [Signature] Date:

(Notary Public) Place: _____

**Power of Attorney for signing the Bid
(on Rs. 500 non judicial Stamp Paper)**

(Power of Attorney- Notarized- (Authorization to sign the BECIL's EOI bid documents and also for signing the consortium agreement with BECIL and Issuing Power of Attorney to BECIL)

We, the undersigned, being the Directors of **[Name of the Company -XXX]**, a company incorporated under the Companies Act, 2013 (CIN: _____), having its Registered Office at **[Registered Address]** (hereinafter referred to as the "*Consortium Partner*"), do hereby appoint and irrevocably authorize **Mr./Ms. [Name of Authorized Director]**, Director of the Company (DIN: _____), to act on behalf of the Company in the manner and to the extent set forth below:

WHEREAS:

The Company XXX intends to participate in the bidding process for **EOI No. BECIL/RO/BG/TRIPURA/IHIMS/2025-26/01, Dated: 09.07.2025** for the consortium participation in the **RFP No: F.5(1-133)STORE/DHS/IHMIS/2024-PART(1) dated 18/06/2025**, titled "**Selection of Consortium Partner for MSP for Supply, Installation, Testing, Commissioning, Operations & Maintenance of Integrated Health Management Information System (IHMS) for Tripura**" (hereinafter referred to as the "*Bid*" or "*RFP*").

Directorate of Health Service (DHS), National Health Mission, Health and Family Welfare Department, Government of Tripura (hereinafter referred to as the "*Client*" or "*Tender Inviting Authority*") for the above RFP has invited bids for the said project.

The Company XXX intends to form a consortium/joint venture with **Broadcast Engineering Consultants India Limited (BECIL)**, a Government of India Enterprise, having its Regional Office at #162, II Main, 1st Cross, AGS Layout, RMV II Stage, Bengaluru – 560094 (hereinafter referred to as the "*Lead Bidder*") for the purpose of jointly participating in the said Bid.

NOW THEREFORE, by this Power of Attorney, we do hereby jointly and severally irrevocably authorize Mr./Ms. [Name of Authorized Director], Director of the Company, to:

Sign, execute and submit all documents, bid applications, forms, declarations, undertakings, affidavits, agreements and any other documents as may be required in connection with the said Bid.

Enter into and sign the **Consortium Agreement/ Memorandum of Understanding (MoU)** or any similar arrangement with the Lead Bidder for the purpose of submission of the Bid and execution of the contract, if awarded.

Sign and issue a **Power of Attorney** on behalf of the Company, authorizing **Broadcast Engineering**

Consultants India Limited (BECIL) to act as the **Lead Bidder** in submitting a consortium bid for the said **RFP No: F.5(1-133)STORE/DHS/IHMIS/2024-PART(1)** dated 18/06/2025. The said Power of Attorney shall also authorize BECIL:

To **submit the bid** and/or **execute the contract agreement** with the Client;

To **negotiate the contract terms and conditions** with the Client in line with the terms stated in the above-mentioned RFP; and

To **receive payments** from the Client on behalf of the Consortium, as per the payment terms & conditions.

Represent the Company before any Government authority, department, agency, public body, or private institution in all matters relating to the above-mentioned project/Bid, including providing clarifications, attending meetings, conducting negotiations, and signing correspondences.

Do all such acts, deeds, and things as may be necessary or incidental for the successful submission of the bid and subsequent participation in the project, including entering into any contracts and executing any documents if the bid is awarded.

VALIDITY:

This Power of Attorney shall remain valid and in full force until the completion of the contract between **BECIL** and the **Client**, and until all commercial and legal settlements between the Company and BECIL related to the said project have been fully discharged.

We hereby ratify and confirm that all acts, deeds, and things done by the said Attorney pursuant to this Power of Attorney shall be binding on the Company as though the same were done by us directly.

IN WITNESS WHEREOF, we the undersigned Directors of the Company have executed this Power of Attorney on this ___ day of _____, **20** at _____.

For and on behalf of

[Name of the Company]

Name of Director	Signature	DIN num
1.		
2.		

Name of Director	Signature	DIN num
3.		

Accepted and Acknowledged by

Mr./Ms. [Name of Authorized Director]

(Signature)

DIN: _____

Designation: Director

Witnesses:

Name: _____

Address: _____

Signature: _____

Name: _____

Address: _____

Signature: _____

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

MANUFACTURER'S AUTHORIZATION CERTIFICATE (MAC)

Date:

To,

Joint Director-IT, ABDM,
Ayushman Bharat Digital Mission (ABDM),
SIHFW Building, 4th Floor.
Palace Compound
Agartala, West Tripura
Tripura 799001
E-mail: abdmtripurapmu@gmail.com.

Subject: Manufacturer Authorisation Certificate (MAC).

Ref: 1. RFP Reference No.: **Contract No: F.5(1-133)STORE/DHS/IHMIS/2024-PART(1) Dated: 18/06/2025.**

Tender title: Selection of Consortium Partner for MSP for Supply, Installation, Testing, Commissioning, Operations & Maintenance of Integrated Health Management Information System (IHMIS) for Tripura.

Dear Sir/Madam,

We, **[Full Legal Name of OEM]**, having our registered office at **[Full Address of OEM based in India]**, and being the original equipment manufacturer (OEM) of the IHMIS application/software/equipment/items, do hereby authorize **Broadcast Engineering Consultants India Limited (BECIL)**, a Government of India Enterprise, having its Regional Office at #162, II Main, 1st Cross, AGS Layout, RMV II Stage, Bengaluru – 560094, to bid, negotiate, and conclude the contract with your esteemed department on our behalf for the above-cited RFP on a turnkey basis for the products/Software applications developed/implemented and supported by us.

We further confirm and undertake the following:

Authorisation and Commitment:

We authorize BECIL to offer, supply, implement, and support our products and software applications & solutions, specifically required Components of the Integrated Health Management System for this RFP and project. This includes full responsibility for service delivery and implementation with necessary support from our side as per the Scope of the project.

Full Lifecycle Support:

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

End-to-End OEM Support:

We guarantee to provide comprehensive support, which includes but is not limited to:
Necessary technical services and design consultations,
Training to stakeholders as applicable,
On-site and remote maintenance and service support,
Software and firmware upgrades, patches, and enhancements,
Timely provision of bug fixes, security updates, and performance improvements,
Ensuring software license compliance and necessary renewals,
Participation in software audits, security certifications, and test validations as required by the project,

Warranty :

We hereby undertake to provide a **comprehensive warranty and support for all the hardware and software applications supplied from our end for thirty-six (36) months** after final commissioning of the project, covering all supplied hardware/software/applications as applicable.

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

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

Yours faithfully,
For and on behalf of
[Name of OEM]
(Signature with Seal)

Name: _____
Designation: _____
Email: _____
Contact No.: _____
Date: _____

Yours faithfully,

(Signature with seal) Name and Designation

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

Date: _____

To,
The General Manager
BECIL,
Regional Office,
Bangalore-560094.

Subject: Undertaking for Submission of PERFORMANCE BANK GUARANTEE (PBG).

Ref: EOI Num: EOI No. BECIL/RO/BG/TRIPURA/IHIMS/2025-26/01, Dated: 09.07.2025

Tender No.: F.5(1-133)/STORE/DHS/IHMIS/2024-PART(1) dated 18/06/2025

Dear Sir/Madam,

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

We acknowledge that as per the terms and conditions of the EOI No. BECIL/RO/BG/TRIPURA/IHIMS/2025-26/01, Dated: 07.07.2025, an PBG for 5% of the contract amount.

Through this undertaking, we confirm and undertake that:

We shall submit a PBG for 5% of the contract amount within 15 days from the date of signing the contract Agreement with the Lead Consortium Member, i.e., M/s. Broadcast Engineering Consultants India Limited (BECIL).

We understand and agree that failure to submit the PBG within the stipulated time may result in the forfeiture of the submitted for this EOI.

This undertaking is being submitted at the time of bid submission, and we are fully aware that the EMD shall be released only after the submission of PBG a mandatory requirement for the contract.

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

Thanking you,
Yours sincerely,

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

**UNDERTAKING FOR INDEMNITY
(On Rs.100 Stamp paper)**

Date:

To,

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

Subject: Undertaking to Indemnify BECIL Against Claims, Penalties, Charges, Damages, Legal Expenses, etc.

Ref EOI num: EOI No. BECIL/RO/BG/TRIPURA/IHIMS/2025-26/01, Dated: 09.07.2025.

Dear Sir/Madam,

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

Any acts of omission or commission, negligence, or non-compliance with statutory provisions, rules, regulations, or applicable laws during the execution of the project/work awarded to us by BECIL;

Any claims raised by third parties, government authorities, or any other stakeholders due to our failure to comply with contractual obligations;

Any penalties or legal proceedings imposed on BECIL on account of our delay, default, or deficiency in service delivery or performance;

Any violation of Service Level Agreements (SLA), terms of the agreement, or breach of obligations under the contract/work order issued by BECIL.

This undertaking shall remain valid and binding throughout the tenure of the contract and any extended period thereof, including during the warranty/support/maintenance period, and shall survive the termination or expiry of the agreement.

We further undertake to bear all legal expenses, litigation costs, and damages arising due to any such claims or proceedings initiated against BECIL due to our actions or inactions.

Thanking you,

Yours faithfully,

For **[Company Name]**
(Authorized Signatory)

Name:

Designation:

Seal:

Date:

UNDERTAKING FOR COMPLIANCE WITH SIGNING OF NON-DISCLOSURE AGREEMENT with BECIL.
(On the Letterhead of the Bidder)

Date:

To

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

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

Dear Sir/Madam,

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

We understand that as part of the engagement with **Broadcast Engineering Consultants India Limited (BECIL)** for the project titled "Selection of a Consortium Partner for MSP for Supply, Installation, Testing, Commissioning, Operations & Maintenance of Integrated Health Management Information System (IHMIS) for Tripura "[**Contract No: F.5(1-133)STORE/DHS/IHMIS/2024-PART(1) Dated: 18/06/2025**].", we may have access to certain confidential, proprietary, and sensitive information of BECIL, its clients, or stakeholders.

We undertake to **fully comply** with the requirement of signing a **Non-Disclosure Agreement (NDA)** in the prescribed format as and when requested by BECIL.

We affirm that all information, documents, data, or materials shared by BECIL, directly or indirectly, in any form, will be treated with strict confidentiality and will not be disclosed to any third party without the prior written consent of BECIL.

We further undertake to ensure that all our employees, representatives, subcontractors, and associates involved in the project shall also comply with the terms and conditions of the NDA and maintain the confidentiality of all such information.

We acknowledge that any violation or breach of the NDA shall result in legal and financial consequences as per applicable laws and the terms of the agreement.

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

Thanking you,

Yours faithfully,

For **[Company Name]**
(Authorized Signatory)

Name:

Designation:

Seal:

Date:

UNDERTAKING REGARDING ABSENCE OF CONFLICT OF INTEREST
(On the Letterhead of the Bidder)

Date:

To

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

Subject: Undertaking Regarding Absence of Conflict of Interest.

Dear Sir/Madam,

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

We confirm that we are submitting our proposal/participating in the project titled Selection of a Consortium Partner for MSP for Supply, Installation, Testing, Commissioning, Operations & Maintenance of Integrated Health Management Information System (IHMIS) for Tripura "[**Contract No: F.5(1-133)STORE/DHS/IHMIS/2024-PART(1)** Dated: **18/06/2025** and the **EOI No. BECIL/RO/BG/TRIPURA/IHIMS/2025-26/01, Dated: 09.07.2025**" issued by **Broadcast Engineering Consultants India Limited (BECIL)** in a fair and competitive manner.

We hereby declare that there is **no actual or potential conflict of interest** that could affect the objectivity, integrity, or impartiality of our participation in the said project.

We further declare that:

Neither our company nor any of its directors/partners/employees has any personal or professional interest that conflicts with the interests of BECIL.

We are not engaged in any activity or business that may compromise or appear to compromise our ability to render fair and unbiased services to BECIL.

We have not engaged, directly or indirectly, in any arrangement or agreement with any other bidder/party that would restrict fair competition or constitute a conflict of interest under applicable laws or tender conditions.

In the event that any potential or actual conflict of interest arises during the course of the engagement, we undertake to immediately disclose the same to BECIL in writing and abide by any directions issued by BECIL to mitigate the conflict.

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

Thanking you,

Yours faithfully,

For **[Company Name]**
(Authorized Signatory)

Name:

Designation:

Seal:

Date:

EMD (BANK GUARANTEE)

To
Chairman & Managing Director(CMD),
Broadcast Engineering Consultants India Limited (BECIL)
C56 A/17 Sector62 , Noida -201307 U.P.

WHEREAS M/s.....(hereinafter called "the bidder") has submitted his bid for the EOI "Selection of Consortium Partner for Supply, Installation, Testing, Commissioning, Operations & Maintenance of Integrated Health Management Information System (IHMIS) for Tripura at Directorate of Health Services (DHS), National Health Mission, Health and Family Welfare Department, Government of Tripura , EOI No: BECIL/RO/BG/TRIPURA/IHMIS/2025-26/01, Dated: 09.07.2025" (Hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We[name of bank] of India (name of country), having our registered office at (hereinafter called "the Bank") are bound unto Chairman & Managing Director(CMD), Broadcast Engineering Consultants India Limited (BECIL) (hereinafter called "the Employer") in the sum of Rs.1,00,00,000/- (One Crores Rupees Only) for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20 _____

THE CONDITIONS of these obligations are:

1. If after Bid opening the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid;
- or
2. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity:
fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

This Guarantee will remain in force up to and including the date **30/10/2025** after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Notwithstanding anything mentioned above,

Our liability against this guarantee is restricted to **Rs.1,00,00,000 (Rupees One Crore only)** and unless a claim in writing is lodged with us within 3 months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharges.

IN WITNESS WHEREOF this guarantee has been duly executed on this day of 20

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[Signature, name and address]
