

**Amendment-II**

Dated : 09.11.2023

**Project : To establish a World Class & Most Advanced Robotic Clinical Testing Laboratory and State-of-the-art Robotic Rehabilitation Centre under Profit Sharing Partnership Model.**

Tender No.: HSCC/EOI/ARCTL/2023-24/01

Dated 31.10.2023

This amendment shall form integral part of tender document and should be submitted duly signed & stamped along with the bid.

**1. The Last date of submission & opening of bids has been extended as follows:**

**Last date to fill/upload the tender: upto 15:00 hrs. on 24.11.2023  
through e-Tendering**

**Date of Opening of bids : on 24.11.2023 at 16:00 hrs.**

**2. Refer Amended EOI enclosed with this amendment.**

**3. Reply to Pre Bid Queries raised by bidders during pre -bid meeting held on 07.11.2023 at HSCC, Head Office, Noida.**

Sr. No.	Clause No.	Tender Reference	Bidders Queries	Reply
1	Clause 3 (Note 1) of Part III (at page 14 of 33)	HSCC will charge a rent of the premises as a minimum guaranteed return".	In this regard, please could you provide information regarding how much is the rent charge referred here? In case such information is not yet available, please could you provide us with an approximate number?	This will be calculated as per prevailing market rate. The same has been incorporated in amended EOI
2	clause 1.2 of part II of the EOI - (at page 9 of 33), (clause 1.2.6 of part II),	(a.) Lab Medicine; and (b.) Robotic Cyborg Rehabilitation Centre.	In this regard, please could you clarify if the bidder/contractor, upon discussion with HSCC/Principal, is at liberty to also provide other allied health services, in addition to the list provided at 1.2.6. (at the same premises which is subject of the EOI)?	No Change. EOI conditions shall prevail.

All other terms & conditions remain unchanged.

Prospective bidders are advised to regularly visit through HSCC e-tender portal <https://hsc.enivida.com>, HSCC website <http://www.hsccltd.co.in> & CPP Portal <https://eprocure.gov.in/epublish/app> as corrigendum/amendments etc., if any, will be notified on this portal only and not be published anywhere else.

(- sd -)  
Chief General Manager  
HSCC (India) Ltd.



## **EXPRESSION OF INTEREST (EOI)**

**(Amended)**

**To establish a World Class & Most Advanced Robotic Clinical Testing Laboratory**

**and State-of-the-art Robotic Rehabilitation Centre under Profit Sharing**

**Partnership Model**

HSCC (India) Limited, a Central Public Sector Enterprise (CPSE) of Government of India invites Expression of Interest from interested Service Providers for “To establish a World Class & Most Advanced Robotic Clinical Testing Laboratory and State-of-the-art Robotic Rehabilitation Centre under Profit Sharing Partnership Model” for an expected period of 15 years.

For overview of the existing system, scope, pre-qualification criteria, bidding terms and conditions and suggested response formats, please visit HSCC e-tender portal [www.hsccltd.co.in](http://www.hsccltd.co.in) & HSCC website <http://www.hsccltd.co.in>

Interested Service Providers who meet the qualification criteria may furnish their Expression of Interest with all the necessary documents in a sealed cover along with the covering letter duly signed by an authorized signatory and a non-refundable processing fee of **Rs.29,500/- (Inclusive of GST @18%) and EMD/Bid Security Rs. 1,00,000/- (Rupees One Lakhs Only)** in form of demand draft or Banker’s cheque of a scheduled bank issued in favour of “HSCC (India) Limited” Payable at New Delhi/Noida or Banker’s cheque in favour of “HSCC (India) Limited at the following address:

**Chief General Manger (CGM),  
HSCC India Limited  
E-6(A), Sector 1, Noida - UP - 201301  
Tel. - 91-120-2542436-40  
Fax - 91-120-2542447  
Email - [cpg-group@hsccltd.co.in](mailto:cpg-group@hsccltd.co.in) ,  
[cpg.hsccltd@gmail.com](mailto:cpg.hsccltd@gmail.com)**

## EXPRESSION OF INTEREST (EOI)

EOI Reference Number: HSCC/EOI/ARCTL/2023-24/01

Dated: 31/10/2023

### Selection of Service Provider

To establish a World Class & Most Advanced Robotic Clinical Testing Laboratory  
and State-of-the-art Robotic Rehabilitation Centre under Profit Sharing  
Partnership Model.



**HSCC INDIA LIMITED**  
**(A Govt. of India Enterprise)**  
E-6(A), Sector 1, Noida - UP - 201301  
Tel. - 91-120-2542436-40  
Fax - 91-120-2542447  
Email - [cpg-group@hsccltd.co.in](mailto:cpg-group@hsccltd.co.in)  
[cpg.hsc@gmail.com](mailto:cpg.hsc@gmail.com)

# Expression of Interest

## Table of Contents

### Part I: BACKGROUND

1. NEED FOR THE EXPRESSION OF INTEREST.....	5
2. INTRODUCTION .....	5
3. INFORMATION TO THE APPLICANTS .....	6
4. GOALS OF THIS EXPRESSION OF INTEREST(EOI) .....	6
5. EOI ISSUING AUTHORITY .....	6
6. CALENDAR OF EVENTS .....	7
7. AVAILABILITY OF THE EOI DOCUMENTS.....	7
8. BIDDERS' CONFERENCE.....	7
9. EOI PROCESSING FEES .....	7
10. VENUE & DEADLINE FOR SUBMISSION OF PROPOSALS .....	7

### Part II: Scope of Services

1. SCOPE OF WORK .....	09
------------------------	----

### Part III: Bidding Terms and Pre-Qualification Criteria

1. CONDITIONS UNDER WHICH THIS EOI IS ISSUED .....	12
2. SPACE ALLOCATION.....	14
3. RENT OF THE PREMISES AND PROFIT-SHARING MODEL .....	14
4. RIGHTS TO THE CONTENT OF THE PROPOSAL .....	14
5. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS .....	14
6. EVALUATION OF PRE-QUALIFICATION PROPOSAL.....	14
7. LANGUAGE OF PROPOSALS .....	14
8. PRE-QUALIFICATION CRITERIA.....	15
9. RESPONSE REQUIREMENTS .....	15
10. PRE-QUALIFICATION REQUIREMENTS PROPOSAL.....	16

### Part IV: Annexure – Response Formats

1. COVERING LETTER .....	18
2. CERTIFICATE AS TO AUTHORISED SIGNATORIES .....	20
3. GENERAL DETAILS OF THE ORGANIZATION .....	21
4. FINANCIAL DETAILS OF THE ORGANIZATION .....	22
5. AFFIDAVIT (ANNEXURE-A).....	23
6. LITIGATION HISTORY (FORM-N).....	24
7. INTREGRITY PACT & AGREEMENT (ANNEXURE-B)	

**Part I:**

**BACKGROUND**

## 1. NEED FOR THE EXPRESSION OF INTEREST

To establish a World Class & Most Advanced Robotic Clinical Testing Laboratory and State-of-the-art Robotic Rehabilitation Centre under Profit Sharing Partnership Model.

## 2. INTRODUCTION

### 2.1. About HSCC India Limited:

HSCC India Limited (HSCC) is a Govt. of India Enterprise & subsidiary of the NBCC India Limited under Ministry of Housing & Urban Affairs, Government of India. HSCC's purpose of business is "to render consultancy services in development of State-of-the-Art Health care & related Infrastructure including IT (e- health) Infrastructure."

HSCC, a pluri-disciplinary organization, with experienced professionals (i.e. health planners and economists, doctors, biomedical engineers, computer experts, pharmacists, architects and public health engineers etc.) on rolls and a network of consultants specialized in various activities associated with health systems. Besides, it has institutional arrangements with various research laboratories/speciality hospitals. Further, to render high-quality professional services, it draws on resources from other agencies/institutions to supplement and complement its in-house capacities and capabilities for implementation of projects, where necessary.

Main activities of the Company address themselves to all levels of the health system pyramid and encompass conceptual studies, health-care facilities design, project management, procurement and supply, logistics and installation, commissioning and skill enhancement through training and retraining.

Since hospitals represent a substantial portion of any health system, a significant part of HSCC's activities is devoted to design and implementation of new hospitals & medical colleges teaching institutions and/or rehabilitation/up-gradation of existing institutions.

HSCC, an ISO: 9001 : 2015 accredited Company, adopts an integrated approach to projects, drawing on its pool of expertise to provide the best combination to evolve client-specific, cost-effective innovation solutions. A wide range of services that are provided relate to components of health systems from conceptualization through procurement of equipment/drugs, to complex projects involving design and implementation.

HSCC involves in e-health projects including but not limited to the followings;

- Hospital Management & Information System (HMIS)
- E-Governance Projects/ERP projects
- Citizen & Patients Web Portal & Mobile Application
- Electronic Health Record (EHR)
- Integrations with existing State applications
- Integrated Command and Control Centre (ICCC)
- Centralized IT Helpdesk / Incident Management
- Education Management System
- Picture Archiving and Communication System (PACS)
- Telemedicine & Tele-radiology
- Remote Patient monitoring system
- Point of Care Software
- Surveillance related projects
- Technical Resources
- Deployment of Skilled and Unskilled Manpower
- Providing Facility Management Services
- Providing E Resources

## Expression of Interest

### 3. INFORMATION TO THE APPLICANTS

- 3.1. Applicants may please go through the EOI document carefully to understand the documents required to be submitted as part of the EOI. Any deviations from these may lead to rejection of the EOI.
- 3.2. Applicant should consider any corrigendum published on the EOI before submitting their EOIs
- 3.3. In case, it is found during the evaluation or at any time before signing of the EOI or after its execution and during the period of subsistence thereof applicant has made material misrepresentation or has given any materially incorrect or false information, appropriate legal/penal etc., action shall be taken by the HSCC including black listing.
- 3.4. The HSCC reserves the right to verify the claims made by the Applicants and to carry out the capability assessment of the Applicants and the HSCC's decision shall be final in this regard.
- 3.5. On demand of the EOI Inviting Authority, this whole set of certificates and documents shall be sent to the EOI Inviting Authority's office address (as given in the NIE) by registered post/Speed post of India Post in such a way that it shall be delivered to the EOI Inviting Authority before the deadline mentioned. The EOI Inviting Authority reserves the right to reject any EOI, for which the above details are not received before the deadline.
- 3.6. The EOI Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Applicant during the e-tender process.

### 4. GOALS OF THIS EXPRESSION OF INTEREST(EOI)

The objective of this Eoi is to "To establish a World Class & Most Advanced Robotic Clinical Testing Laboratory and State-of-the-art Robotic Rehabilitation Centre under Profit Sharing Partnership Model." The Eoi intends to bring out the details with respect to scope of services that are deemed necessary to share with the interested bidders.

### 5. EOI ISSUING AUTHORITY

This Expression of Interest (Eoi) is issued by the HSCC (India) Limited, intended to short-list potential bidder "To establish a World Class & Most Advanced Robotic Clinical Testing Laboratory and State-of-the-art Robotic Rehabilitation Centre under Profit Sharing Partnership Model". HSCC's decision with regard to the short-listing of bidders through this Eoi shall be final and the HSCC reserves the right to reject any or all the bids without assigning any reason.

Sl. No.	Item	Description
1	Project Title	<b>Selection of Service Provider to establish a World Class &amp; Most Advanced Robotic Clinical Testing Laboratory and State-of-the-art Robotic Rehabilitation Centre under Profit Sharing Partnership Model.</b>
2	Project Initiator Details	
	Department	HSCC (India) Limited
	Contact Person	Chief General Manager HSCC (India) Limited E-6(A), Sect-1 Noida, UP-201301 Phone: <b>91-120-2542436-40</b>
3	Website	<a href="http://www.hscltd.co.in">http://www.hscltd.co.in</a> <a href="http://www.hssc.enivida.com">www.hssc.enivida.com</a>

## Expression of Interest

### 6. CALENDAR OF EVENTS

The following table enlists important milestones and timelines for completion of bidding activities:

S. No	Milestone	Date and time (dd-mm-yyyy;hh:mm)
1.	Release of Expression of Interest (Eol)	31-10-2023
4.	Response to the Queries	Pre-bid meeting was held on 07.11.23 and queries are replied through amended Eol
5.	Last date for Submission of Eol Response	24-11-2023;11:00 hrs
6.	Opening of Eol Responses	24-11-2023;12:00 hrs
7.	Declaration of Short listed Firms	To be informed later

### 7. AVAILABILITY OF THE EOI DOCUMENTS

Eol can be downloaded from the Government e-Procurement portal <https://eprocure.gov.in/epublish/app> & HSCC's e-tender portal [www.hsccltd.co.in](http://www.hsccltd.co.in) and HSCC's website [www.hsccltd.co.in](http://www.hsccltd.co.in). The bidders are expected to examine all instructions, forms, terms, project requirements and other details in the Eol documents. Failure to furnish complete information as mentioned in the Eol documents or submission of a proposal not substantially responsive to the Eol documents in every respect will be at the bidder's risk and may result in rejection of the proposal.

### 8. BIDDER'S CONFERENCE

The bidder conference was held at HSCC Head Office Noida on 07.11.2023.

### 9. EOI PROCESSING FEES

A non-refundable processing fee for **Rs.29,500/- (Inclusive of GST @18%)** in the form of a Demand draft or a Pay Banker's cheque in favour of HSCC (India) Limited, payable at Noida has to be submitted along with the Eol Response. Bids received without or with inadequate Eol Processing fees shall be liable to get rejected.

### 10. EMD/BID SECURITY

**Rs. 1,00,000/-** (Rupees One Lakhs Only) in form of demand draft of a scheduled bank issued in favour of "HSCC (India) Limited" Payable at New Delhi/Noida or Banker's cheque in favour of "HSCC (India) Limited" (Same shall be retained by HSCC during entire currency of empanelment. EMD will be forfeited if agency step out from contract)

### 11. VENUE & DEADLINE FOR SUBMISSION OF PROPOSALS

Proposals, in its complete form in all respects as specified in the Eol, must be submitted to HSCC India Limited address

HSCC may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum to be made available on the HSCC's website, in which case all rights and obligations of HSCC and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

**Address:**

**Chief General Manager,**

**HSCC India Limited**

**E-6(A), Sector 1, Noida - UP - 201301**

**Tel. - 91-120-2542436-40**

**Fax - 91-120-2542447**

**Email - [cpg-group@hsccltd.co.in](mailto:cpg-group@hsccltd.co.in)**



Expression of Interest

**Part II:**  
**Scope of Services**

## Expression of Interest

### 1. SCOPE OF WORK

This section provides details of the following:

#### 1.1 SCOPE OF HSCC

- 1.1.1 Facilitate required necessary space at appropriate location(s) with utilities such as water, power back up, HVAC, fire safety and other relevant facilities for making unit operational and fully functional 24x7 on mutually agreed terms and conditions.
- 1.1.2 Provide support to meet mandate compliances e.g., Fire NOC, PUC, building CAD file, load bearing capacity certificate etc.
- 1.1.3 Cooperate with the shortlisted service provider with their expertise.
- 1.1.4 Perform other duties and services that are required by service provider, in order to accomplish the aims of this Agreement.
- 1.1.5 Consult the shortlisted service provider in regards to the strategy of the purpose of this agreement.
- 1.1.6 Focus in goodwill on the future development and growth of the purpose of this agreement.
- 1.1.7 Assistance in accessing businesses, with a legal repayment provision against the services offered from the beneficiary govt clients, stated as below-
  - a. Government Hospitals (State Government / Center Govt. / Autonomous bodies).
  - b. Government Institutions.
  - c. Public Sector Undertaking(s) etc.
- 1.1.8 Joint working with shortlisted service provider team for accessing Government Projects as and when required.
- 1.1.9 Security of Premises.
- 1.1.10 HSCC will provide the office/lab space at 2<sup>nd</sup> floor NBCC Centre, Pocket-A, Okla Phase-1, Okhla industrial Estate , New Delhi

#### 1.2 SCOPE OF SERVICE PROVIDER

- 1.2.1 Introduction of latest, advance, niche, unique, innovative technologies in the field of Diagnosis, Rehabilitation, and other innovative and patient centric healthcare services.
- 1.2.2 Reliable and world class quality processing.
- 1.2.3 Wide range of in-house testing including high end special / esoteric tests / therapy.
- 1.2.4 Commitment to provide best Turn Around Time (TAT) for investigations.
- 1.2.5 Developing world class clinical testing facility in the premises facilitated by HSCC.
- 1.2.6 Departments
  - a. Lab Medicine
    - i. Biochemistry
    - ii. Transfusion Medicine
    - iii. Hematology Department
    - iv. Integrated Fully Automated Histopathology
    - v. Cytopathology
    - vi. Microbiology
    - vii. Clinical Pathology
    - viii. Molecular Genetics
  - b. Robotic Cyborg Rehabilitation Centre
    - i. Occupational Therapy
    - ii. Physio Therapy

## Expression of Interest

- 1.2.7 Set up necessary collection centers at PHC/CHC/District Hospital/Associated Hospital and private market (as per requirement) identified and establish logistic services for sample collection.
- 1.2.8 Bearing all the required CAPEX & OPEX to meet the agreement T&Cs.
- 1.2.9 To setup regional State-of-the-art Reference Clinical Laboratory at shortlisted locations across the country.
- 1.2.10 Promote/market/sale/aftersales support to introduce patient centric technologies in Indian market to bridge the existing gap in Indian healthcare industry.
- 1.2.11 Obtaining all essential statutory approvals required to set up such advanced laboratory and rehabilitation Centre in India. The Service Provider will also essentially keep all approvals required for running such facility alive during entire duration of agreement.
- 1.2.12 Service provider will be responsible to Bio Waste disposal as per the norms set by authorities.
- 1.2.13 Staff posted shall have necessary qualification & expertise to carry out the necessary procedures.
- 1.2.14 Any Legal liabilities shall be responsibility of the Service Provider.

**Part III:**

**Bidding Terms**

**and**

**Pre-Qualification Criteria**

## Expression of Interest

### 1. CONDITIONS UNDER WHICH THIS EOI IS ISSUED

- 1.1. This EOI is an e-tender and is being published online in Government e-Procurement portal <https://eprocure.gov.in/epublish/app> & HSCC's e-tender portal [www.hsccltd.co.in](http://www.hsccltd.co.in) including HSCC's website [www.hsccltd.co.in](http://www.hsccltd.co.in).
- 1.2. EOI documents can be downloaded from the HSCC e-tender portal [www.hsccltd.co.in](http://www.hsccltd.co.in) and HSCC website [www.hsccltd.co.in](http://www.hsccltd.co.in). All Corrigendum / extension regarding this e-tender shall be uploaded on this HSCC e-tender portal [www.hsccltd.co.in](http://www.hsccltd.co.in) and HSCC website [www.hsccltd.co.in](http://www.hsccltd.co.in).
- 1.3. The EOI and its corrigendum/extension will also be published in HSCC e-tender portal [www.hsccltd.co.in](http://www.hsccltd.co.in) and HSCC website [www.hsccltd.co.in](http://www.hsccltd.co.in).
- 1.4. The EOI process is done online at HSCC's e-tender portal (URL address: [www.hsccltd.co.in](http://www.hsccltd.co.in)). Aspiring Applicants may download and go through the EOI document. All EOI documents are to be submitted online and in the designated cover(s)/envelope(s) on the HSCC's e-tender portal. For manual submission document as required in EOI to communication address as mentioned below.
- 1.5. The complete EOI process is online. Applicants should be in possession of valid Digital Signature Certificate (DSC) of class III or above for online submission of EOIs. Prior to EOI DSC need to be registered on the website mentioned above i.e. HSCC's e-tender portal [www.hsccltd.co.in](http://www.hsccltd.co.in). If the envelope is not digitally signed & encrypted the HSCC shall not accept such open EOIs for evaluation purpose and shall be treated as non-responsive and shall be summarily rejected.
- 1.6. Applicants are advised to go through links available on the e-tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Applicants may contact the helpdesk numbers & email ids mentioned at the e-tender portal.
- 1.7. Applicants are advised to visit HSCC's e-tender portal [www.hsccltd.co.in](http://www.hsccltd.co.in) regularly to keep themselves updated, for any changes/modifications/any corrigendum in the EOI Enquiry Document.
- 1.8. The Applicants are required to submit their EOIs electronically on the HSCC's e-tender portal, using valid Digital Signature Certificates.
  - 1.8.1. Preparation of EOI
    - 1.8.1.1. Applicant should consider any corrigendum published on the EOI document before submitting their EOIs.
    - 1.8.1.2. Please go through the EOI document carefully to understand the documents required to be submitted as part of the EOI. Please note the number of covers in which the EOI documents must be submitted online, the number of documents - including the names and content of each of the document that need to be submitted online. Any deviations from these may lead to rejection of the EOI.
- 1.9. More information useful for submitting online EOIs on the HSCC's e-tender portal may be obtained at [www.hsccltd.co.in](http://www.hsccltd.co.in)
- 1.10. Applicants are required to upload the digitally signed file of scanned documents. EOI documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Uploading application in location other than specified above shall not be considered.
- 1.11. Applicants are requested to kindly mention the URL of the portal and EOI ID in the subject while emailing any issue along with the contact details.
- 1.12. Any queries relating to the EOI document and the terms and conditions contained therein should be addressed to the EOI Inviting Authority for a EOI or the relevant contact person indicated in the EOI. Address for communication and place of opening of EOIs:

Chief General Manger (CGM),  
HSCC India Limited  
E-6(A), Sector 1, Noida - UP – 201301  
Email: [cpg-group@hsccltd.co.in](mailto:cpg-group@hsccltd.co.in)  
[cpg.hsccltd@gmail.com](mailto:cpg.hsccltd@gmail.com)

## Expression of Interest

- 1.13.** The EOIs shall be opened online at the Office of the CGM in the presence of the Applicants/their authorized representatives who wish to attend at the above address. If the EOI opening date happens to be on a holiday or non-working day due to any other valid reason, the EOI opening process will be done on the next working day at same time and place.
- 1.14.** More details can be taken from the Office of the CGM during working hours. The EOI Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Applicant during the e-tender process.
- 1.15.** A firm/applicant shall submit only one EOI. Consortium or Joint Venture is not permitted.
- 1.16.** Online EOI Process:
- 1.17.** The EOI process shall consist of the following stages:
- i. Downloading of EOI document: EOI document will be available for download on [www.hssc.enivida.com](http://www.hssc.enivida.com), HSCC website [www.hsccltd.co.in](http://www.hsccltd.co.in).
  - ii. Bidders Conference
  - iii. Publishing of Corrigendum: All corrigenda shall be published on [www.hssc.enivida.com](http://www.hssc.enivida.com) and website [www.hsccltd.co.in](http://www.hsccltd.co.in).
  - iv. EOI submission: Applicants must submit their EOIs along with supporting documents to support their eligibility, as required in this EOI document submit online to HSCC E-Tender Portal [www.hssc.enivida.com](http://www.hssc.enivida.com) and offline as mentioned address.
  - v. The bidder have to submit all required documents along with the EOI processing fee and EMD. All the physical documents to be submitted by the applicant on HSCC Noida address as mentioned in 1.12.
  - vi. Opening of Technical EOI and Applicant short-listing: The technical EOIs will be opened, evaluated, and empaneled as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted. Failure to submit the documents online will attract disqualification. All the Applicants who meet the technical evaluation criteria will be empaneled. After empanelment, as and when requirement arises, HSCC will invite Request for Quote (RFQ) from the empaneled Applicants, based on the specific nature of requirement.
- 1.18.** HSCC does not bind themselves to accept any EOI or to give any reasons for their decisions which shall be final and binding on the Applicants.
- 1.19.** In case, it is found during the evaluation or at any time before placing of PO or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the applicant or the applicant has made material misrepresentation or has given any materially incorrect or false information, appropriate legal/penal etc., action shall be taken by HSCC as deemed fit.
- 1.20.** Conditional EOIs and EOIs not uploaded with appropriate/desired documents may be rejected out rightly and decision of HSCC in this regard shall be final and binding.
- 1.21.** HSCC reserves the right to verify the claims made by the Applicants and to carry out the capability assessment of the Applicants and the HSCC decision shall be final in this regard.
- 1.22.** HSCC reserves the right to amend or withdraw any of the terms and conditions contained in the EOI document including scope of work or reject any or all EOIs without giving any notice or assigning any reasons.
- 1.23.** This EOI is not an offer and is issued with no commitment. HSCC reserves the right to withdraw the EOI and change or vary any part thereof at any stage. HSCC also reserves the right to disqualify any bidder, should it be so necessary at any stage.
- 1.24.** HSCC reserves the right to withdraw this EOI if HSCC determines that such action is in its best interest.
- 1.25.** Timing and sequence of events resulting from this EOI shall ultimately be determined by HSCC.
- 1.26.** No oral conversations or agreements with any official, agent, or employee of HSCC shall affect or modify any terms of this EOI and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of HSCC shall be superseded by the definitive agreement that results from this EOI process. Oral communications by HSCC to bidders shall not be considered binding on HSCC, nor shall any written materials provided by any person other than HSCC.

## Expression of Interest

- 1.27. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against HSCC or any of their respective officials, agents, or employees arising out of, or relating to this EoI or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
- 1.28. Applicants who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.

### 2. SPACE ALLOCATION:

HSCC shall provide the office/lab space to successful bidder at 2nd floor, NBCC center, Pocket A, Okhla Phase 1, Okhla industrial Estate, New Delhi for establishing the laboratory. The area will be around 25000 Sq. ft.

### 3. RENT OF THE PREMISES & PROFIT-SHARING MODEL

HSCC shall be entitled to 20% of the Net Profit ("**Profits**") realized from the agreement execution. "Profits" shall be calculated, in a reasonable manner, by both Parties, upon consulting the financial indicators.

#### Note:

1. *Though it is a profit-sharing model, HSCC will charge a rent of the premises as a minimum guaranteed return.*
2. *There will be moratorium of first 6 months of the project to pay rent for, after first 6 months bidders shall have to pay proportional to usage of area per square feet as per mutually agreed rental terms & conditions. Rent will be calculated as per prevailing market rate.*
3. *The rent will be considered as a component of 20% profit.*

### 4. RIGHTS TO THE CONTENT OF THE PROPOSAL

For all the bids received before the last date and time of bid submission, the proposals and accompanying documentation of the Pre-Qualification proposal will become the property of HSCC and will not be returned after opening of the pre-qualification proposals. HSCC is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. HSCC shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

### 5. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS

By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read all sections of this EoI, including all forms, schedules, and annexure hereto, and has fully informed itself as to all existing conditions and limitations.

### 6. EVALUATION OF PRE-QUALIFICATION PROPOSAL

The bidders' Pre-Qualification Proposal in the bid document will be evaluated as per the requirements specified in the EoI and adopting the pre-qualification criteria spelt out in this EoI. The Bidders are required to submit all required documentation in support of the pre-qualification criteria specified as required for evaluation.

### 7. LANGUAGE OF PROPOSAL

The proposal and all correspondence and documents shall be written in English.

### 8. PRE-QUALIFICATION CRITERIA

## Expression of Interest

The invitation for bids is open to all entities registered in India who fulfil pre-qualification criteria as per this EOI title specified below:

- 8.1. HSCC (India) Limited (Government of India Enterprise) reserves its right to subject the bidders to security clearances as it deems necessary.
- 8.2. The Bidder for HSCC project should satisfy all the criteria below on its own:
- 8.3. The Bidder must be a company registered under Indian Companies Act 1956. The company/director must have experiences of running the operations of healthcare project like laboratory operation, blood transfusion medicines, hospitals, diagnostic, medical and device industry, with evidenced by the Certificate of Incorporation.
- 8.4. The Bidder must have been directly responsible for the implementation of above cited projects and not just a member of a consortium.
- 8.5. Bidder should submit the details of technology & technical details of complete setup as per the requirement of Eoi.
- 8.6. Bidders must submit the documents of incorporation in India with complete details of Board of Directors, PAN No. GST No. etc.
- 8.7. Average Annual Turnover of last two years shall be Rs. 5 Cr. or more .
- 8.8. The Bidders should submit an affidavit duly notarized as per format enclosed at “**Annexure-A**” should be submitted along with their Bid for correctness of Documents/ Information, which also certified the participating firm/bidder have not blacklisted/ holiday list/ barred /banned from tendering by any government agency or public sector undertaking or judicial authority/arbitration body etc.
- 8.9. The Bidders should also submit “Litigation History” as per **Form-N** along with their Bid.
- 8.10.** The Bidders should General Information-Structure & Organization as per **Form-F**
- 8.11. Integrity Pact and Agreement – (Annexure-B)** - duly signed by the person authorized to sign the bid on behalf of the bidder. The bidders are requested to download the Integrity Pact as uploaded in the tender documents, and sign on the same, put rubber stamp/seal and upload the signed copy on e-tendering websites. **Any Tender without signed Integrity pact shall be liable for rejection.**

### 9. RESPONSE REQUIREMENTS

- 9.1. The Response to the Pre-Qualification Requirements shall be prepared in accordance with the requirements specified in this Eoi and in the format prescribed in this document for each of the above-mentioned qualifying criteria as proof of having the minimum requirements.
- 9.2. Proposals must be direct, concise, and complete. All information not directly relevant to this Eoi should be omitted.
- 9.3. The Pre-Qualification Proposal shall be sealed and super scribed “Response to Pre- Qualification Requirements – HSCC Project” on the top right-hand corner and addressed to HSCC at the address specified in this document.
- 9.4. The proposal should contain the copies of references and other documents as specified in the Eoi.
- 9.5. A board resolution authorizing the Bidder to sign/ execute the proposal as a binding document and to execute all relevant agreements forming part of Eoi shall be included in this envelope.
- 9.6. HSCC will not accept delivery of proposal in any manner other than that specified in this Eoi. Proposal delivered in any other manner shall be treated as defective, invalid and rejected.

### 10. PRE-QUALIFICATION REQUIREMENTS PROPOSAL

The Pre-Qualification Proposal should be submitted in the sealed envelope with the following details.



## Expression of Interest

Bidders are requested to submit their responses for the Pre-Qualification Requirements, clearly labelled according to the following categories:

### **Part I – Processing Fee, EMD, Affidavit and Board Resolution (Manual and Online Submission)**

- a. A non-refundable processing fee for **Rs.29,500/- (Inclusive of GST @18%)** in the form of a Demand draft or a Pay Order drawn in favour of HSCC (India) Limited, payable at Noida has to be submitted along with the EoI Response.
- b. EMD/Bid Security of Rs. **1,00,000/-** (Rupees One Lakhs Only) in form of demand draft of a scheduled bank issued in favour of “HSCC (India) Limited” Payable at New Delhi/Noida or Banker’s cheque in favour of “HSCC (India) Limited”
- c. Board resolution authorizing the Bidder to sign/ execute the proposal as a binding document and also to execute all relevant agreements forming part of EoI. CERTIFICATE AS TO AUTHORISED SIGNATORIES (form-II)
- d. Affidavit as per Annexure-A

### **Part II – Online Submission**

- a. Covering Letter from the Bidder as per the format provided in Annexure – Form I With all Document & supporting Documents as mentioned in the EOI.
- b. This part must include a general background of the respondent organization (limited to 400 words) along with other details of the organization as per the format provided in the EoI (Form-F). Enclose the mandatory supporting documents listed in format.
- c. The bidder must also provide the financial details of the organization/group as per format provided in the EoI (Form-III). Enclose the mandatory supporting documents listed in format.

The physical documents are to be submitted to the following address:-

Chief General Manager,  
HSCC (India) Limited,  
E-6(A), Sector 1, Noida - UP - 201301

### **11. SAFTY:**

The Empaneled Agency will be fully responsible to comply all safety norms at the work place. He has to do the regular third party safety audit at site & will submit it all relevant documents to HSCC. He will fully responsible for any kind of safety measures to be adopted at site within his cost. He will fully responsible for any kind of mishappening at site & also he will take necessary insurance in this matter and even responsible for sort out of any relevant safety/labor matter with his own cost.

### **12. Legal/Disputes:**

The HSCC can terminate agency/ his contact any time by giving notice period of 30 days without assigning any reason to the agency. No arbitration clause will applicable for the subject work. If there is any dispute occur at site within the contract period, the matter will deal in the court of law and shall lie only in the Court of Competent Civil Jurisdiction at Delhi and only the said Court(s) shall have jurisdiction of entertain and try any such action(s) and / or proceeding(s) to the exclusion of all other Courts

During the settlement/Adjudication of disputes the contractor shall not stop the work & shall continue to work in terms of the contract.

Expression of Interest

**Part IV:**

**Annexure – Response Formats**

**1. COVERING LETTER**

(Company letterhead)

[Date]

To,

Chief General Manager,  
HSCC (India) Limited ,  
E-6(A), Sector 1, Noida - UP - 201301

Dear Sir,

Ref: Expression of Interest Notice for Selection of Service Provider to establish a World Class & Most Advanced Robotic Clinical Testing Laboratory and State-of-the-art Robotic Rehabilitation Centre under Profit Sharing Partnership Model.

Having examined the Expression of Interest (Eoi), the receipt of which is hereby duly acknowledged, we, the undersigned, intend to submit a Pre-qualification requirements proposal in response to the Expression of Interest (Eoi) for Selection of Service Provider for the stated ref.

We attach hereto the response as required by the Eoi, which constitutes our proposal.

Primary and Secondary contacts for our company are:

	Primary Contact	Secondary Contact
<b>Name:</b>		
<b>Title:</b>		
<b>Company Name:</b>		
<b>Address:</b>		
<b>Phone:</b>		
<b>Mobile:</b>		
<b>E-mail:</b>		

## Expression of Interest

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

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

We agree for unconditional acceptance of all the terms and conditions set out in the EoI document.

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

Dated: \_\_\_\_\_ **2023**

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company) Seal / Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:

---

**2. CERTIFICATE AS TO AUTHORISED SIGNATORIES**

I,....., the Company Secretary of ....., certify that  
..... who signed the above Bid is authorized to do so and bind the  
company by authority of its board/ governing body.

Date:

Signature:

(Company Seal)  
(Name)

**3. FINANCIAL DETAILS OF THE ORGANIZATION**

<b>Financial Information (Average Annual Turnover of last two years)</b>	
Revenue (in INR crores)	
Profit Before Tax (in INR crores)	
Revenue from IT services and system integration services (in INR crores)	
Other Relevant Information	

**AFFIDAVIT**

**(To be submitted by bidder on non-judicial stamp paper of Rs.100/- (Rupees Hundred only) duly attested by Notary Public)**

Affidavit of Mr. ....S/o.....

R/o.....

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s ..... Having its Head Office/Regd. Office at .....
2. That the information/documents/Experience certificates submitted by M/s..... along with the tender for..... (*Name of the work*) ..... To HSCC are genuine and true and nothing has been concealed.
3. I shall have no objection in case HSCC verifies them from issuing authority(ies). I shall also have no objection in providing the original copy of the document(s), in case HSCC demands so for verification.
4. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, HSCC at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD / All dues.
5. I shall have no objection in case HSCC verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal / Branch office of issuing Bank and I/We shall have no right or claim on my submitted EMD before HSCC receives said verification.
6. That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect / false / fabricated, HSCC shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.
7. I hereby confirm that our firm /company has not been blacklisted/holiday list/barred/banned from tendering by any government or government agency or public sector undertaking or judicial authority/arbitration body at any time during the last five years ending last day of the month previous to the one in which the tenders are invited.

I hereby confirm that no quality related matter/court case/investigation/arbitration is pending in any project executed by us for any government or government agency or public sector undertaking or Judicial authority/arbitration body except those mentioned in litigation history mentioned at "**Form-N**".

It is also certified that I/We Shall be liable to be debarred/ disqualification/ terminated in case any information furnished by me/us is found to be incorrect.

8. The person who has signed the tender documents is our authorized representative. The Company is responsible for all of his acts and omissions in the tender.

I, ....., the Proprietor / Authorised signatory of M/s..... do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from..... and that no part of it is false.

**DEPONENT**

Verified at .....this.....day of .....

**DEPONENT**

**ATTESTED BY (NOTARY PUBLIC)**

**LITIGATION HISTORY**

(On letterhead of the applicant)

Applicants should provide information of litigation history regarding Quality related Matter/ court case/ Investigation/ arbitration is pending in any project executed.

Name of Bidder/ Applicant : M/s .....

Year	Name of the work/ Project	Name of the Client, with Address	Title of the court Case/ Arbitration/	Detail of the Court/ Arbitrator	Status Pending/ Decided	Disputed Amount (Current Value, the equivalent) in case of Court Cases/ arbitration	Actual Awarded Amount (Rs) in decided Court Cases/ arbitration

*Authorized Signatory of bidder*



Expression of Interest

"Form – F"

(GENERAL INFORMATION)

-: Structure & Organization:-

1.	Name of Applicant/Company	
2.	Address for correspondence	
3.	Official e-mail for communication	
4.	Contact Person:  Telephone Nos. Fax  Nos.  Mobile	
5.	Type of Organization: a) An individual  b) A proprietary firm  c) A firm in partnership (Attach copy of Partnership)  d) A Limited Company (Attach copy of Article of Association)  e) Any other (mention the type)	
6.	Place and Year of Incorporation	
7.	Name of Directors/ Partners/ Proprietor/ Owner in the organization	
8.	Name(s) and Designation of the persons , who is authorized to deal with HSCC (Attach copy of power of Attorney)	
9.	<u>Bank Details</u> : Name of Applicant/Company Name of Bank : Address of Bank Branch : Account No. :RTGS, IFS Code. : (The bidder shall submit their Bank A/c Cancelled - Cheque copy alongwith this Form-F)	

(Signature of Bidder with Seal)

**"UNCONDITIONAL LETTER OF ACCEPTANCE OF TENDER CONDITIONS"**

From: (To be submitted in ORIGINAL on the letter head of the company by the authorized officer having power of attorney)

To,  
HSCC (India) Limited,

\_\_\_\_\_  
\_\_\_\_\_

Sub: EOI for " To establish a World Class & Most Advanced Robotic Clinical Testing Laboratory and State-of-the-art Robotic Rehabilitation Centre under Profit Sharing Partnership Model."

Sir,

- i) This has reference to above referred tender. I/We are pleased to submit our tender for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.
- ii) I/We are eligible to submit the tender for the subject tender and I/We are in possession of all the documents required.
- iii) Should this tender be accepted, I/We agree to abide by and fulfill all terms and conditions referred to above and as contained in tender documents elsewhere and in default thereof, to forfeit and pay HSCC, or its successors or its authorized nominees such sums of money as are stipulated in the notice inviting tenders and tender documents.

Yours faithfully,

(Signature of the tenderer with rubber stamp)

Dated:

**INTREGRITY PACT & AGREEMENT**

BETWEEN

**HSCC (INDIA) LIMITED** (HSCC) hereinafter referred to as **"The Principal"** (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

AND

**M/s.....**  
hereinafter referred to as **"The Bidder/Contractor"** (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract(s)  
For (Name of the contract)

.....  
.....  
(hereinafter referred to as the 'Project'). The Principal necessarily requires full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or 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 Integrity Pact by all parties concerned, for all works covered in the Project.

To meet the purpose aforesaid both the parties have agreed to comply this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

**Section 1 – Commitments of the Principal**

**Obligations on Principal**

The Employer is committed to follow the principle of Transparency, Equity and Competitiveness in Public Procurement.

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - a. No employee of the Principal, personally or through family members or through any other channel, will in connection with the tender for or the execution of a

Signature of Bidder



Signature of HSCC

- contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit, which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Contractor(s)/Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Contractor(s)/Bidder(s) the same information and will not provide to any Contractor(s)/Bidder(s), confidential/additional information through which the Contractor(s)/Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons. **The Principal shall** obtain bids from **only** those parties who have been short-listed or pre-qualified or through a process of open advertisement/ web publishing or any combination thereof.
- (2) If the Principal obtains information on the conduct of any of its employees, Contractor(s) and/or Bidder(s), 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 Officer or the principal will take remedial actions as per department/conduct rules and **subject to its discretion**, can **additionally** initiate disciplinary actions.
- (3) The Principal will enter into agreements with identical conditions with all Contractor(s)/Bidder(s) **for the different Work Packages in the aforesaid Project.**
- (4) The Principal will disqualify from the tender process all Contractor(s)/Bidder(s) with estimated cost of work put to tender of Rs 5.0 crores and above, who do not sign this Pact or violate its provisions.

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

### **Obligations on Bidder/Contractor**

To accept and comply with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by Employer. Duration of the Integrity Agreement shall be in the line with section 8 of the Integrity Agreement.

Bidder/Contractor acknowledge that in the event of breach of the Integrity Agreement Employer shall have unqualified, absolute and unfettered right to take action under section 3.

- (1) It is required that each Bidder/Contractor (including their respective officers, employees and sub-contractors) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud **or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s) / Contractor(s) commit(s) itself/themselves 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.

Signature of Bidder

Signature of HSCC

- (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 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 Bidders 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 purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. It shall be incumbent on the Indian agent and the foreign principal to Adhere to the relevant guidelines of Government of India, issued from Time to time regarding availing services of Indian Agents for foreign Suppliers.
- 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 submitting his bid, 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.
- (f) The Bidder(s) / Contractor(s) to disclose any transgression with any other company that may impinge on the anti-corruption principle.
- (3) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- (5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm

Signature of Bidder



Signature of HSCC

use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

- (6) The Bidder(s)/Contractor(s) signing IP shall not approach the Courts while representing the matters to IEM and he/she will await their decision in the matter.
- (7) The Bidder(s)/Contractor(s), in case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor.

### **Section 3: Disqualification from tender process and/or exclusion from future contracts.**

Without prejudice to any rights that may be available to the Employer under law or the Contract or its established policies and laid down procedures, the Employer shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Employer absolute right:

- (1) If the Bidder(s) / Contractor(s), before awarding the Project or during execution has committed a transgression by violating Section 2 above or in any other form so as to put his reliability or credibility in question, the Principal, at its sole discretion, after giving proper opportunity to the bidder is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or terminate the contract, if already awarded or exclude the Bidder/Contractor from future contract award processes, for that reason, without prejudice to any other legal rights or remedies available to the Principal under the relevant clauses of GCC/SCC of the tender/contract. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal. **Such exclusion may be forever or for a limited period as decided by the Principal.**
- (2) If the Contractor(s)/Bidder(s) has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal will also be entitled to exclude such Contractor(s)/Bidder(s) from future tenders/contract award processes. The imposition and duration of the exclusion will be determined by the Principal, keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular, the number of transgressions and/or the amount of the damage.
- (3) If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the contractor has committed a transgression, through a violation of any of the terms under Section 2 above or any other term(s) of this Pact, during the execution of contract, the Principal will be entitled to exclude the contractor from further tender/contract award processes.
- (4) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.
- (5) If the Contractor(s)/Bidder(s) can prove that he has restored/recouped the damage to the Principal caused by him and has installed a suitable corruption

Signature of Bidder



Signature of HSCC

prevention system, the Principal may, at its sole discretion, revoke or reduce the exclusion period before the expiry of the period of such exclusion.

#### **Section 4: Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the awarding of the Project according to Section 3, the Earnest Money Deposit (EMD)/ Bid Security furnished, if any, along with the offer, as per terms of the Invitation of Tender, shall also be forfeited. The Bidder(s)/Contractor(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Contractor(s)/Bidder(s) as may be imposed by the Principal, in terms of Section 3 above.
- (2) If, at any time after the awarding of the Project, 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 Security Deposit/Performance Bank Guarantee furnished by the contractor, if any, as per the terms of the NIT/Contract shall be forfeited without prejudice to any other legal rights and remedies available to the Principal under the relevant clauses of General/ Special Conditions of Contract.

The Contractor(s)/Bidder(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Bidder(s)/Contractor(s), as may be imposed by the Principal in terms of Section 3 above.

#### **Section 5: Previous transgression**

- (1) The Bidder(s)/Contractor(s) herein declares that it has committed no transgressions in the last 5 years with any other Company in any country conforming to the anti-corruption approach as detailed herein or with government/ Central Government or State Government or any other Public Sector Enterprise in India that could justify its exclusion from the tender process.
- (2) If at any point of time during the tender process or after the awarding of the Contract, it is found that the Bidder(s)/Contractor(s) has made an incorrect statement on this subject, he can be disqualified from the tender process or if, as the case may be, that the Contract, is already awarded, it will be terminated for such reason and the Bidder(s)/Contractor(s) can be black listed in terms of Section 3 above.
- (3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Employer may, at its own discretion, revoke the exclusion prematurely.

#### **Section 6: Independent External Monitor / Monitors**

- (1) The Principal shall, in case where the Project Value is in excess of Rs 5.0 crore and above, appoint competent and credible Independent External Monitor(s) with clearance from Central Vigilance Commission. The Monitor shall review independently, the cases referred to it to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.
- (2) In case of non-compliance of the provisions of the Integrity Pact, the complaint/

Signature of Bidder



Signature of HSCC

non-compliance is to be lodged by the aggrieved party with the Nodal Officer only, as shall be appointed by the MD, HSCC. The Nodal Officer shall refer the complaint/ non-compliance so received by him to the aforesaid Monitor.

- (3) The Monitor will not be subject to any instructions by the representatives of the parties and will perform its functions neutrally and independently. The Monitor shall report to the Chairman-cum-Managing Director, HSCC.
- (4) The Bidder(s) / Contractor(s) accepts that the Monitor shall have the right to access, without restriction, all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality.
- (5) 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.
- (6) As soon as the Monitor notes, or believes to note, a violation of this Pact, he will so inform the Principal and request the Principal to discontinue and/or take corrective action, or to take other relevant action(s). The Monitor can in this regard submit non-binding recommendations. However, beyond this, the Monitor has no right to demand from the parties that they act in a specific manner and/or refrain from action and/or tolerate action.
- (7) The Monitor will submit a written report to the MD, HSCC within 4 to 6 weeks from the date of reference or intimation to it and, should the occasion arise, submit proposals for corrective actions for the violation or the breaches of the provisions of the agreement noticed by the Monitor.
- (8) If the Monitor has reported to the MD, HSCC, of a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD, HSCC, has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Chief Vigilance Officer, HSCC.
- (9) The word 'Monitor' means Independent External Monitor and includes both singular and plural forms.
- (10) For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- (11) IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging malafide on the part of any officer of the organisation should be looked into by the CVO of the concerned organisation.
- (12) The role of IEM is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same

Signature of Bidder



Signature of HSCC



time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organisations.

- (13) Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- (14) The role of the CVO of the organization shall remain unaffected by the presence of IEMs. A matter being examined by the IEMs can be separately investigated by the CVO in terms of the provisions of the CVC Act or Vigilance Manual, If a complaint is received by him/her or directed to him/her by the commission

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

If the Principal obtains knowledge of conduct of a Bidder/Contractor or any employee or a representative or an associate of a Bidder/Contractor, which constitutes a criminal offence under the IPC/PC Act, or if the Principal has substantive suspicion in this regard, the Principal will forthwith inform the same to the Chief Vigilance Officer, HSCC.

### **Section 8 – Duration of the Integrity Pact**

This Pact shall come into force when both parties have legally signed it. The Pact shall expire, in case of the Contractor(s), 3 (three) months after the last payment under the Contract is made and in case of the unsuccessful Bidder(s), 2 (two) months after the contract for the project has been awarded.

If any claims 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 The Bidder(s)/Contractor(s), however, understands and agrees that even upon the completion of the Project and/or the last payment under the Contract having been made, if any transgression/violation of the terms of this Pact comes/is brought to the notice of the Principal, it may, subject to its discretion, blacklist and/or exclude such Bidder(s)/Contractor(s) as provided for in Section 3, without prejudice to any other legal right or remedy so available to the Principal.

### **Section 9 – Other provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid and binding. In such a case, the parties will strive to come to an agreement in accordance to their original intentions.

Signature of Bidder

 Signature of HSCC

- (5) Wherever he or his as indicated in the above sections, the same may be read as he/she or his/her, as the case may be.
- (6) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Principal in accordance with this Integrity Agreement! Pact or interpretation thereof shall not be subject to arbitration.

*(For & On behalf of the Principal)*

*(For & On behalf of Bidder/ Contractor)*

\_\_\_\_\_  
(Office Seal)

\_\_\_\_\_  
(Office Seal)

**Place** \_\_\_\_\_

**Date** \_\_\_\_\_

**Witness 1:**

(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_

**Witness 2:**

(Name & Address)

\_\_\_\_\_

Signature of Bidder



Signature of HSCC