

Expression of Interest (EOI) document
for
Empanelment of Strategic Partners for the Implementation of Integrated
Health Management System Projects.

EOI Reference Number: HSCC/IT/EOI/2023-24/04

Dated: 12/01/2024



HSCC INDIA LIMITED

(A Govt. of India Enterprise)

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

Website – www.hsccltd.co.in

Email: itprojects@hsccltd.co.in

HSCC INDIA LIMITED

(A Government of India Enterprise)

E 6 (A), Sector – 1, Noida, UP – 201301, India

NOTICE INVITING EXPRESSION OF INTEREST

EOI No: HSCC/IT/EOI/2023-24/04

Date: 12/01/2024

HSCC India limited (HSCC), a government of India enterprise, invites Expression of Interest (EOI) from interested IT company for the “Empanelment of strategic partners for the implementation of Integrated Health Management System projects for the period of 5 years.”

Sl. No.	Particulars	Description
1	Name of EOI	Expression of Interest document for Empanelment of Strategic Partners for the Implementation of Integrated Health Management System
2	EOI Number	HSCC/IT/EOI/2023-24/04
3	Date of floating EOI	12/01/2024
4	Pre-EOI Meeting	19/01/2024
5	Last Date and Time for Online Submission of EOI	29/01/2024 till 3:00 pm
6	Date and Time of Opening of EOI	29/01/2024 at 3:30 pm
7	EOI Document Fee	Rs. 29,500/- (Including GST)
8	EMD	Rs.1,00,000/- in form of Demand Draft (DD) in favour of HSCC India Limited payable at New Delhi/Noida (Same Shall be retained by HSCC during entire duration of empanelment. EMD will be forfeited if agency step out from contract.)
9	Eligibility criteria for Applicants	As per EOI Document
10	Address for Communication at HSCC regarding the EOI.	Chief General Manager HSCC India Limited E 6 (A), Sector – 1, Noida, UP – 201301 E-mail: itprojects@hsccltd.co.in

GENERAL INSTRUCTIONS TO APPLICANTS

1. This EOI is an e-EOI and is being published online in Government e-Procurement portal, <https://eEOIs.gov.in/eprocure/app> & HSCC's e-EOI portal www.hsccltd.co.in including HSCC's website www.hsccltd.co.in.
2. EOI documents can be downloaded from the www.hsccltd.co.in. All Corrigendum/extension regarding this e-EOI shall be uploaded on this website i.e., www.hsccltd.co.in.
3. The EOI and its corrigendum/extension will also be published in HSCC's website, URL address www.hsccltd.co.in.
4. The EOI process is done online only at HSCC's e-EOI portal (URL address: www.hsccltd.co.in). Aspiring Applicants may download and go through the EOI document.
5. All EOI documents are to be submitted online only and in the designated cover(s)/envelope(s) on the HSCC's e-EOI portal. EOIs/EOIs shall be accepted only through online mode on the HSCC's e-EOI portal and no manual submission of the same shall be entertained. Late EOIs will not be accepted.
6. 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-EOI portal 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.
7. Applicants are advised to go through links available on the e-EOI portal for guidelines, procedures & system requirements. In case of any technical difficulty, Applicants may contact the helpdesk numbers & email ids mentioned at the e-EOI portal.
8. Applicants are advised to visit HSCC's e-EOI portal www.hsccltd.co.in regularly to keep themselves updated, for any changes/modifications/any corrigendum in the EOI Enquiry Document.
9. The Applicants are required to submit their EOIs electronically on the HSCC's e-EOI portal, using valid Digital Signature Certificates.

9.1.Preparation of EOI

- a) Applicant should consider any corrigendum published on the EOI document before submitting their EOIs.
- b) 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.

10. More information useful for submitting online EOIs on the HSCC's e-EOI portal may be obtained at www.hsccltd.co.in

11. 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. Hard copy of application shall not be entertained.
12. 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.
13. 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 Manager
HSCC India Limited
E 6 (A), Sector 1, Noida - 201301, UP, India
Email: itprojects@hsccltd.co.in

14. The EOIs shall be opened online at the Office of the Chief General Manager 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.
15. More details can be had from the Office of the Chief General Manager 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-EOI process.
16. Applicant shall submit only one EOI. Applicant (either as a firm or as a company or as LLP) who submits or participates in more than one EOI will cause all the proposals in which the Applicant has participated to be disqualified.
17. Online EOI Process:

The EOI process shall consist of the following stages:

- i. Downloading of EOI document: EOI document will be available for download on www.hsccltd.co.in
 - ii. Pre-EOI meeting: 19.01.2024 at 03.00 pm
 - iii. Publishing of Corrigendum: All corrigenda shall be published on 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 on Government e-procurement portal. No manual submission of EOI is allowed and manual EOIs shall not be accepted under any circumstances.
 - v. Opening of Technical EOI and Applicant short-listing: The technical EOIs will be opened, evaluated, and empanelled as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. All the Applicants who meet the technical evaluation criteria will be empanelled. After empanelment, as and when requirement arises, HSCC will invite Request for Quote (RFQ) from the empanelled Applicants, based on the specific nature of requirement.
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.

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.
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.
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.
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.
23. Submission Process:

For submission of EOIs, all interested Applicants must register online as explained above in this document. After registration, Applicants shall submit their EOI online on www.hscce-nivida.com

Chief General Manager

Section – 1

Instructions to the Applicants (ITA)

1. INTRODUCTION:

i. About HSCC India Limited

HSCC India Limited was set up in 1983. It is one of the few organizations in South East Asia, rendering comprehensive range of professional consultancy services in health-care and other social sectors, in India and abroad.

HSCC's services have been utilized by various organization, both in Public and Private Sectors, Central Government Department, State Governments as also international agencies like the World Bank, WHO, among others for their projects in India and abroad.

HSCC is 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, wherever necessary.

Main activities of the Company are to 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.

1.1. Vision

HSCC India Limited's Vision is to be a leading consulting company providing value-added, innovative and integrated services for enhancing healthcare in India and overseas, leveraging its core competence in other infrastructure projects and providing an invigorating and enabling work environment to its professional employees.

1.2. Corporate Mission

Providing Comprehensive, concept to commissioning, project planning, architectural engineering, project management, procurement and related consulting services for development of buildings and infrastructure for healthcare and other purposes in India overseas.

1.3. Corporate Quality Policy

To maintain leadership and customer confidence by providing continually improving quality consultancy services in the Healthcare and other Social Sectors.

1.4. Uniqueness

- Healthcare planning and architecture based on understanding of the drivers of healthcare sector
- Acknowledged leadership in healthcare planning engineering and execution

- Understanding of the economics of healthcare both development and operation
- Dedicated team of experts
- Delivered large number of Health Care facilities both in India and abroad
- Meticulous planning for sophisticated equipment to support patient care
- Efficient clean and hygienic process to protect patients
- Comfort and functionality aspects for both patients and staff
- Detailed study of scaling the facilities. enhancing patient handling capacity
Rearrangement and refurbishment of hospitals
- Flexible Hospital structure and system to adapt to any spatial changes and simple to expand
- Creation and development of world class IT infrastructure to international standards
PACS telemedicine library automation and education management system

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

2. GENERAL INFORMATION TO THE APPLICANTS

- 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.
- Applicant should consider any corrigendum published on the EOI before submitting their EOIs.
- 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.
- 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.
- 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 NIT) 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.

- 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-EOI process.

3. SCOPE OF THE EOI

HSCC invites EOIs from the eligible, competent, and experienced Applicants who can get empanelled as strategic partner & execute the scope and conditions of EOI. Qualified Applicants will be empanelled as STRATEGIC PARTNERS (SP) after finalization of EOI. A separate Request for Quote (RFQ) will be issued to empanelled firms as and when requirement arises (The detail scope of works to be performed by the SP is delineate at Section – 2, Para 2 of this EOI document).

4. ELIGIBLE APPLICANTS

- Applicant should have minimum eligibility criteria as mentioned in the Section-2 of the EOI document.
- Applicant shall submit only one EOI in the same empanelment process. Applicant who submits or participates in more than one EOI will be disqualified.

5. SUBMISSION OF EOI

The Interested applicant shall submit their EOI online only through the HSCC's e-EOI portal (URL: <https://www.hsc.enivida.com>) as per the procedure laid down for e-submission as detailed in the web site. The Applicant shall fill up the documents and submit the same online using their Digital Signature Certificate (DSC). Copies of all desired certificates and documents shall be uploaded while submitting the EOI online. On successful submission of EOIs, a system generated receipt can be downloaded by the applicant for future reference.

The EOI is invited in 2 Envelope system from the registered and eligible firms.

a) Envelope - I (EOI document Fee & EMD):

EOI Document fee (Non-refundable) & EMD as per the EOI conditions shall be submitted separately in the form of Demand Draft (DD in favour of HSCC (India) Ltd payable at Noida/New Delhi) before last date of submission of EOI.

Document of the above transactions completed successfully by the applicants, shall be uploaded separately while submitting the EOIs online.

MSMEs & Start-ups are not eligible for exemption from EOI Document Fee & EMD.

b) Envelope -II (Technical EOI):

Technical EOI should contain dully filled, signed, and scanned soft copy documents as mentioned in SECTION 2 – SELECTION PROCESS.

Note:

- HSCC reserves the right to verify the credential submitted by the agency. If at any stage, any information/documents submitted by the applicant is found to be incorrect/false or have some discrepancy which disqualifies the firm then HSCC shall take the following action:

- The agency shall be liable for debarment from participation in HSCC apart from any other appropriate contractual/legal action.

6. DEADLINE FOR SUBMISSION OF THE EOI FOR INTERESTED APPLICANTS

- 6.1.**EOI shall be received only online on or before the date and time as notified in EOI.
- 6.2.**The EOI Inviting Authority, in exceptional circumstances and at its own discretion, may extend the last date for submission of EOIs, in which case all rights and obligations previously subject to the original date will then be subject to the new date of submission. The Applicant will not be able to submit his EOI after expiry of the date and time of submission of EOI (server time).
- 6.3.Modification, Resubmission and Withdrawal of EOIs:** Resubmission or modification of EOI by the Applicants for any number of times before the date and time of submission is allowed. Resubmission of EOI shall require uploading of all documents.
- 6.4.**If the applicant fails to submit his modified EOIs within the pre-defined time of receipt, the system shall consider only the last EOI submitted.
- 6.5.**The Applicant can withdraw his/her EOI before the date and time of receipt of the EOI. The system shall not allow any withdrawal after the date and time of submission.

7. EOI OPENING

EOIs of Interested Applicants shall be opened on the specified date & time, by the EOI inviting authority or his authorized representative in the presence of Applicants or their designated representatives who choose to attend. The Applicants & guest users can view the summary of opening of EOIs from any system. Applicants are not required to be present during the EOI opening at the opening location if they so desire.

8. EXAMINATION OF EOI AND DETERMINATION OF RESPONSES

- 8.1.**During the EOI opening, the EOI Inviting Authority will determine for each EOI whether it meets the required eligibility as specified in the note inviting EOI.
- 8.2.**A substantially responsive EOI is one which conforms to all the terms, conditions, and requirements of the EOI documents, without any deviation or reservation only will be considered.
- 8.3.**Non submission of required documents or evidence may render the EOI non-responsive.
- 8.4.**If an EOI is not substantially responsive, it shall be rejected by the EOI Inviting Authority, and shall not subsequently be made responsive by correction or withdrawal of the nonconforming material deviation or reservation.
- 8.5.**Applicant can witness HSCC activities and view the documents/summary reports for that work by logging on to the portal with his DSC from anywhere.
- 8.6.**In case only single EOI is received, then the HSCC reserves the right to accept/reject the EOI as per prevailing norms of GFR and enivida portal, or to go for re-invitation of EOI.

9. CLARIFICATION ON EOI

- 9.1.** To assist in the examination, evaluation, and comparison of EOIs, the EOI Inviting Authority may ask the applicant for required clarification on the information submitted with the EOI.
- 9.2.** The request for clarification and the response shall be in writing or by e-mail.

- 9.3.** No Applicant shall contact the EOI Inviting Authority on any matter relating to the submitted EOI from the time of the EOI opening to the time the applicant is empanelled or summarily rejected.

10. CONFIDENTIALITY

- 10.1.** Information relating to the examination, clarification, evaluation, and comparison of EOIs and recommendations for empanelment shall not be disclosed to Applicants or any other persons not officially concerned with such process until the empanelment has been announced in favour of the successful applicants.
- 10.2.** Any effort by a Applicant to influence the HSCC during processing of EOIs, evaluation, EOI comparison or empanelment decisions shall be treated as Corrupt & Fraudulent Practices and may result in the rejection of the Applicants' EOI.

11. EMPANELMENT VALIDITY

- 11.1.** Empanelment shall remain valid for the period of 5 years from the date of empanelment. An EOI valid for a shorter period shall be rejected by HSCC as non-responsive. Self-declaration from applicant is required for ascertaining the same.
- 11.2.** In exceptional circumstances, prior to expiry of the original EOI validity period, the EOI inviting Authority may request the Applicants to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by email.

12. EOI DOCUMENT FEE & EMD

- 12.1.** The EOI Document fee (Non-refundable) and EMD as per the EOI conditions to be submitted in physical mode (copy of the same also required to be uploaded along with EOI documents).
Document of the above completed successfully by the applicant, shall be uploaded at the locations separately while submitting the EOIs online.
Note: Any charges levied while using envida portal must be borne by the applicant. The applicant will be evaluated only if valid Document/ fee are submitted.
The Applicants who failed to submit the EOI document fee and EMD before the submission deadline will be considered as technically nonresponsive.

13. ALTERATION AND ADDITIONS

- 13.1.** The EOI shall contain no alterations or additions, except those to comply with instructions, or as necessary to correct errors made by the applicant, in which case such corrections shall be initialled by the person or persons signing the EOI.
- 13.2.** The Interested applicant shall not attach any conditions of his own to the EOI. Any applicant who fails to comply with this clause will be disqualified.

14. NOTIFICATION OF EMPANELMENT (NOE)

- 14.1.** Prior to the expiration of the period of EOI validity, HSCC will notify the successful applicants in writing by registered letter or by email, to be confirmed, that its EOI has been accepted.
- 14.2.** The notification of Empanelment will constitute the formation of the EOI. The applicant shall give acknowledgement of the Notification of Empanelment within 7 days from the date of issue. The conditions mentioned in the Notification of Empanelment will be mutually binding for both the parties and the Applicant and the purchaser shall abide by the same.

14.3. The NOE is liable to be cancelled, if the applicant is unable to comply with or violates any of the terms and conditions laid down in this EOI document/NOE.

15. EMPANELMENT

15.1. Qualified parties will be empanelled from the date of Notification of Empanelment.

15.2. The EOI Inviting Authority reserves the right to accept or reject any EOI and to cancel the EOI process and reject all EOIs at any time prior to the empanelment, without thereby incurring any liability to the affected Applicant or Applicants.

15.3. Empanelment will be initially valid for a period of 60 months from the date of Notification of Empanelment and the same can be extended after reviewing the performance.

15.4. During the tenure of empanelment, as and when requirement arises, based on the specific nature of the project HSCC will invite separate financial quotes from eligible empanelled SP.

16. CONFLICT OF INTEREST

The selected SP shall not engage in activities that are in conflict with interest of the client (HSCC) under the assignment and they would not engage in any EOI that would be in conflict of interest with their current obligations. The selected SP that has a business of family relationship with such members of HSCC staff who are directly or indirectly involved in this assignment will not be empanelled the assignment.

17. TERMINATION

Empanelment will be terminated on completion of period mentioned in the agreement and upon completion of all obligations by the parties. HSCC reserves the right to terminate/cancel the Notification of empanelment/ agreement/empanelment at any time for any reason without any liability on HSCC. HSCC may, without prejudice to any other remedy for breach of EOI, by written notice of default sent to the supplier, terminate the EOI in whole or part, if the SP fails to perform any obligation(s) under the empanelment. In such event the SP will be liable for all the consequent losses to HSCC.

18. COURT JURISDICTION

In the event of any dispute arising, the parties agree that the courts of Delhi alone will have exclusive jurisdiction.

19. INDEMNITY BOND

The Interested Applicant shall indemnify, defend and hold harmless Government of India and HSCC, its Affiliates, officers, directors, employees, agents, and their respective successors and assigns, from and against any and all loss, damage, claim, injury, cost or expenses (including without limitation reasonable attorney's fees), incurred in connection with third Party claims of any kind that arise out of or are attributable to (i) Manufacturer's/Applicants/service providers breach of any of its warranties, representations, covenants or obligations set forth herein or (ii) the negligent act or omission of the Manufacturer /Applicants/Service Providers.(iii) any product/service liability claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this EOI by applicant or its affiliate.

20. HSCC'S RIGHT TO ACCEPT OR REJECT ANY OR ALL EOIs

- 20.1.** HSCC reserves the right to accept or reject any EOI, and to annul the EOI process and reject all EOIs at any time prior to empanelment EOI empanelment, without thereby incurring any liability to the affected applicant or Applicants.
- 20.2.** HSCC does not bind itself to accept the submitted EOIs and reserves the right to reject any or all EOIs at any point of time prior to the issuance of the Notice of empanelment/Letter of Intent/Purchase order without reason whatsoever.
- 20.3.** HSCC reserves the right to resort to re-invite EOI without providing any reasons whatsoever. The purchaser shall not incur any liability on account of such rejection. The purchaser reserves the right to modify any terms, conditions, or specifications for submission of offer and to obtain revised EOIs from the Applicants due to such changes, if any.
- 20.4.** Canvassing of any kind will be a disqualification and the purchaser may decide to cancel the applicant from its empanelment.

21. GOVERNING LANGUAGE

The EOI shall be written in English language. English language version of the EOI shall govern its interpretation. All correspondence and documents pertaining to the EOI which are exchanged by the parties shall be written in the same language.

22. LICENCE AND PERMITS

The Applicant shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the scope of work and assignments empanelled by HSCC. The applicant shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the EOI and are binding upon the applicant. The applicant shall indemnify and hold harmless HSCC from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the applicant or its personnel.

23. EMPLOYEES OF HSCC NOT INDIVIDUALLY LIABLE

No Director or official or employee of HSCC shall in any way be personally bound or liable for the acts or obligations of HSCC under the EOI /empanelment or answerable for any default or omission in the observance or performance of the acts, matters or things which are herein contained. The Applicant shall not be entitled to any increase on the scheduled rates or any other rights or claims whatsoever by reason of any representation, explanation, statement, or alleged understanding, promise or guarantees given or to have been given to him by any person.

24. INTEGRITY PACT

The Integrity pact annexed shall be part and parcel of this document and has to be signed by applicant(s) at the pre-EOI stage itself, as a pre EOI obligation and should be submitted along with the financial and technical EOIs. All the Applicants are bound to comply with the Integrity Pact clauses. EOIs submitted without signing Integrity Pact will be initio rejected without assigning any reason.

Section – 2

SELECTION PROCESS

1. MINIMUM ELIGIBILITY CRITERIA FOR APPLICANTS

The pre-qualification / eligibility criteria for IHMS solution provider is given below:

S No	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	<p>The Company / Lead Proponent and non-lead member (in case of consortium) should be an entity registered in India under the Company Act, 1956/2013 (or) a firm registered under the Limited Liability Partnership Act, 2008 (or) a firm registered in India under the Partnership Act, 1932 (or) a Parastatal Body / Organization, as applicable, and must have a registered office in India. (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the applicant)</p>	<p>Copy of Certificate of Incorporation / Registration</p> <p>In case of a consortium, the Lead Proponent would need to submit an agreement with the other member of consortium (i.e., Consortium Agreement) for the contract clearly indicating the division of work and their relationship.</p> <p>Only one consortium partner is allowed i.e. maximum 2 members can be there in a consortium.</p>
2.	Turnover from IT/ ITeS Projects	<p>The Sole applicant / Consortium should have average annual turnover of at least INR 20 (Eighty) Crores during last five financial years (2018-19 to 2022-23) from IT/ ITeS projects.</p>	<p>Certificate issued by Statutory Auditor/ CA for annual turnover certificate with Registration Number / Seal.</p> <p>For consortium, each member should meet at least 20% Turnover criteria & both combined together should achieve required criteria.</p>
3.	Net worth	<p>Lead applicant and each member (in case of consortium) should have a positive Net Worth as on 31st March 2023.</p>	<p>Certificate issued by Statutory Auditor/ CA with Registration Number/ Seal</p>

4.	Technical Capability & Experience	<p>The Lead applicant / Consortium should have experience in ongoing or completed projects in IT Transformation project / ICT Project / IT & ITES projects with any Government / State Government / PSUs in the last 7 years in India comprising minimum of</p> <p>One (1) similar work of value not less than INR 10 crores OR two (2) similar works of value not less than INR 6 crores each OR three (3) similar works of value not less than INR 4 crores each</p>	<p>Work Completion Certificates from the client.</p> <p>OR</p> <p>Work Order + Self Certificate of Completion (Certified by the Statutory Auditor/ CA indicating the value of payment received against the work order(s)) (In the above case the value of payment received shall be greater than or equal to the amount mentioned in the eligibility criteria).</p> <p>OR</p> <p>Work Order + Completion Certificate from the client indicating the amount of payment made against the work order.</p> <p>OR</p> <p>Work Order + Phase Completion Certificate from the client indicating the amount of payment made against that Phase. (In the above case the value of payment received shall be greater than or equal to the amount mentioned in the eligibility criteria).</p> <p>(Note: The Work Order/ Completion certificate / Phase Completion Certificate should clearly depict the date, scope of work and the value of project. Only software development along with maintenance plus support cost will be considered. Hardware, hosting or any other such cost will not be considered.)</p>
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S No	Basic Requirement	Specific Requirements	Documents Required
5.	HMIS Project Experience	<p>The Lead applicant / Consortium must have experience in ongoing or completed at least one (1) HMIS/HIS/EMR project in India which should be a Multilocation Project with min 2+ Hospitals and should have Integrated with PACS / Teleradiology / Teleconsultation Solutions comprising minimum of One (1) similar work of value not less than INR 2 crores or Hospitals having bed capacity of 700 beds.</p> <p>OR two (2) similar works of value not less than INR 1.5 crores each or Hospitals having bed capacity of 500 beds each.</p> <p>OR three (3) similar works of value not less than INR 1 crores each or Hospitals having bed capacity of 250 beds each.</p>	<p>Work Completion Certificates from the client.</p> <p>OR</p> <p>Work Order + Self Certificate of Completion (Certified by the Statutory Auditor/ CA indicating the value of payment received against the work order(s)) (In the above case the value of payment received shall be greater than or equal to the amount mentioned in the eligibility criteria).</p> <p>OR</p> <p>Work Order + Completion Certificate from the client indicating the amount of payment made against the work order.</p> <p>OR</p> <p>Work Order + Phase Completion Certificate from the client indicating the amount of payment made against that Phase. (In the above case the value of payment received shall be greater than or equal to the amount mentioned in the eligibility criteria).</p> <p>(Note: The Work Order/ Completion certificate / Phase Completion Certificate should clearly depict the date, scope of work and the value of project. Only software development along with maintenance plus support cost will be considered. Hardware, hosting or any other such cost will not be considered.)</p>

S No	Basic Requirement	Specific Requirements	Documents Required																																
6.	Manpower capacity	<p>The Lead Applicant / Consortium should have at least following employees, as on the date of bid submission, on its rolls in the following area:</p> <table border="1"> <thead> <tr> <th>S No.</th> <th>Expert</th> <th>Qualification</th> <th>No.</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Solution Design</td> <td>B Tech/BE/M Tech/MCA Experience –5 years</td> <td>1</td> </tr> <tr> <td>2</td> <td>Application Developer</td> <td>B Tech/BE/M Tech/MCA Experience –5 years</td> <td>2</td> </tr> <tr> <td>3</td> <td>Software Tester</td> <td>B Tech/BE/M Tech/MCA Experience –3 years</td> <td>2</td> </tr> <tr> <td>4</td> <td>Functional Expert</td> <td>B Tech/BE/M Tech/MCA Experience –3 years</td> <td>5</td> </tr> <tr> <td>5</td> <td>Data Centre Expert</td> <td>B Tech/BE/M Tech/MCA Experience –3 years</td> <td>1</td> </tr> <tr> <td>6</td> <td>Hardware & Network Expert</td> <td>B Tech/BE/M Tech/MCA Experience –3 years</td> <td>2</td> </tr> <tr> <td colspan="3" style="text-align: center;">Total (Min)</td> <td>25</td> </tr> </tbody> </table>	S No.	Expert	Qualification	No.	1	Solution Design	B Tech/BE/M Tech/MCA Experience –5 years	1	2	Application Developer	B Tech/BE/M Tech/MCA Experience –5 years	2	3	Software Tester	B Tech/BE/M Tech/MCA Experience –3 years	2	4	Functional Expert	B Tech/BE/M Tech/MCA Experience –3 years	5	5	Data Centre Expert	B Tech/BE/M Tech/MCA Experience –3 years	1	6	Hardware & Network Expert	B Tech/BE/M Tech/MCA Experience –3 years	2	Total (Min)			25	<p>Certificate from HR Head/Company Secretary clearly specifying the number of resources as on the date of the bid submission on its roll.</p>
S No.	Expert	Qualification	No.																																
1	Solution Design	B Tech/BE/M Tech/MCA Experience –5 years	1																																
2	Application Developer	B Tech/BE/M Tech/MCA Experience –5 years	2																																
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Total (Min)			25																																
7.	Tax registration and clearance	<p>The applicant (each member in case of consortium) must possess a valid: -</p> <ul style="list-style-type: none"> • Goods & Service Tax Registration Certificate • Income Tax Registration/ PAN 	<p>Copies of relevant certificates of Registration</p>																																

8.	Certification	<p>The Applicant must have the following valid certification:</p> <ul style="list-style-type: none"> • ISO 9001: 2015 - Quality Management System • ISO/IEC 27001:2013 - Information Security Management System • ISO/IEC 20000-1:2011 – IT Service Management System • CMMi Level – III 	Copy of a valid certificate
9.	Blacklisting / Debarring	<p>Applicant should: -</p> <p>a. not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;</p> <p>b. not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;</p> <p>c. not have a conflict of interest in the procurement in question as specified in the bidding document. d. comply with the code of integrity as specified in the bidding document</p>	
10.	Authorization	<p>The applicant or any member in case of consortium should be the IP owner of the proposed Solution.</p>	<p>In case of authorized representative, a letter of authorization from original IP owner of software solution must be furnished.</p>

Note: Applicants need to ensure compliance to all the eligibility criteria points. Also, all the required documents should be properly annexed as indicated above along with an Index Page. Applicants meeting all eligibility criteria of PQ (Preliminary Qualification) Stage will be shortlisted & empanelled by issuing Notification of Empanelment.

2. SCOPE OF WORK FOR THE STRATEGIC PARTNER

HSCC is planning to support the Central/State Governments/PSUs/Autonomous bodies to establish an end to end IT enabled services in the various district hospitals, primary health centres, medical colleges, health services in schools and community screening and even at the micro level. The Strategic Partner must associate with HSCC for implementation of these projects.

Strategic Partner will be responsible for successful roll-out of projects for respective clients. This includes, but not limited to, Design, Develop, Testing, Operation and Maintenance of:

1. Hospital Management & Information System
2. Electronic Health Record
3. Laboratory Information System
4. Radiology Information System
5. Patient Registration – OPD, IPD, Casualty/Emergency
6. Medico Legal Case (MLC)
7. Nursing Management
8. Dietary Management
9. OT Management
10. CSSD Management
11. Kitchen Management
12. Laundry Management
13. Inventory Management
14. Biomedical – Equipment Management
15. Queue Management System
16. Medial Record – MIS/BI
17. ICU Management
18. Ambulance Management
19. Housekeeping
20. Active Care Plans for different specialities
21. Mother & Child care plans
22. Procurement Management
23. Indent Management
24. Store Management
25. Pharmacy Management
26. Blood Bank Management
27. Organ Donation Management
28. HR, Finance, Payroll
29. Billing
30. CDSS & Drug Database
31. Online Appointment
32. Referral Management
33. Mobile Applications for Patients & Doctors
34. Patient & Doctor Portal
35. Complaint/Grievance Management System
36. SMS, Email, WhatsApp Alert Management
37. Smart Card & Wrist Band Management
38. Patient Tracking

39. Digital Bluetooth Pen & Digital Cardboard Management
40. Speech to Text
41. Patient Home Monitoring
42. Home Delivery of Medicine etc.
43. Nearest Health Centre/Hospital location mapping
44. Real time patient health monitoring

The proposed HMIS solution should be HL7 compliant, ICD10 & SNOMED- CT integrated, complying to LOINC & ABDM standards.

Preference will be given to Strategic Partners having expertise in above domains.

DEBARMENT

The Applicant should not be debarred for fraudulent and corrupt practices by any Government entity in India as on the date of EOI. Applicant shall submit an Affidavit in this regard.

PERIOD OF SERVICE

The service provider should be able to provide the solution in a particular DH, CHC, PHC, etc within a period as required by HSCC from the receipt of a EOI and should provide necessary customizations as and when required. The solution will be under a support period of one year that includes implementation, testing, UAT and Go-live, post Go-live support and troubleshooting and training. Post this, solution has to be under an AMC for a period of five years as per terms and conditions stipulated.

The party should agree to provide the solution exclusively to the HSCC only for the period of the EOI or completion of the project whichever is earlier in their own brand name or a brand name as suggested by the HSCC.

DOCUMENTS TO BE SUBMITTED WITH EOI

- Signed copy of EOI Document (all pages of EOI documents to be signed & stamped) by the Applicant as token of acceptance of the Terms & Conditions.
- EOI document fee Payment details.
- EOI form as per Annexure-1
- Performance statement as per Annexure-3
- Authenticated copy of the certificates of incorporation/registration of the organization
- Copy of GST registration certificate
- Copy of PAN Card / Exemption certificate from Income Tax Department
- Memorandum of Association/Articles of Association.
- Certificate issued by CA for Turnover for last three financial years with Unique Document Identifier Number (UDIN).
- Audited balance sheet and Profit and Loss statement for last three years.
- ISO & CMMI certification
- Certificate from HR mentioning resources deployed as per Annexure 8.
- Power of attorney for authorized signatory of EOI in Rs.100 stamp paper duly notarized.
- Declaration stating that firm is not de-recognized/debarred/banned/blacklisted by any State Government/Central Govt. Organization /State Medical Corporations/Director Health Services and or convicted by any court of law non conviction in any illegal activities (as per Annexure 6).
- Signed Integrity pact Agreement as per Annexure-2.
- Other documents mentioned in technical qualification criteria.

- Annexure 10-General Information – Structure & Organization.
- Annexure -9 (Litigation History).
- Annexure 4 Non-Disclosure Agreement (NDA) Format
- Annexure 5 Declaration on Indemnification
- Annexure 7 – Unconditional Letter of Acceptance of Tender Conditions.

POST EMPANELMENT PROCESS

- a) The Strategic Partner (SP), who meets the terms and conditions of this EOI shall be evaluated and empanelled after scrutiny as per the criteria detailed in EOI.
- b) As and when requirement arises, based on the specific nature of the project, HSCC will invite separate RFQ from eligible empanelled SPs. HSCC reserves right to decide whether its requirement for service provider is to be finalized from empanelled SPs.
- c) HSCC will have the right to reject proposals if they are found to be unacceptable.
- d) HSCC reserves right to expand or reduce the panel of SPs at its discretion at any time.

Note:

- 1) Conditional offers are liable for rejection.
- 2) The Applicants should give clause by clause compliance of EOI with references to supporting documents; otherwise, the offers are liable for rejection.
- 3) The Applicant to indemnify the HSCC from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
- 4) While the Expression of Interest has been prepared in good faith, the HSCC does not make any commitment or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statement or omission herein, or the accuracy, completeness or reliability of information contained herein, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this request, even if any loss or damage is caused by any act or omission on its part.
- 5) Organizations are requested to keep the information and details strictly confidential. We are looking for your support and co-operation in getting fully responsive Expression of interest.
- 6) The HSCC shall not be responsible for any expense incurred by Parties in connection with the preparation and delivery of their EOI and other expenses.
- 7) The HSCC reserves the right to reject any or all the Expressions of Interest without assigning any reason thereof.
- 8) The process of inviting EOI is for ascertaining various options available to the HSCC. After evaluation/examination of the offers, the HSCC may at its sole discretion decide further course of action.
- 9) The HSCC reserves the right to deal with the proposal in any manner without assigning any reasons for the same. The decision of the HSCC in this regard shall be final.

3. Responsibilities of the Empanelled Partner

- a) The empanelled partner shall be respondent to each request for quotation raised by HSCC within stipulated time decided by HSCC.
- b) The empanelled partners shall support HSCC in preparation of the end customer tender response.
- c) The empanelled partners shall provide training to the client personnel during the transition phase of the project (if required).

- d) The empanelled partners shall abide by all terms and conditions for the complete period of empanelment.
- e) The empanelled partners shall inform HSCC if any opportunity for a partnership to compete for a project is realized by the partner.
- f) The empanelled partners, when participating in a tendering process in consortium with HSCC, shall be responsible for any inaccurate or incorrect information furnished as part of the bid submission. Further, the empanelled partner shall solely bear the consequences of the same.
- g) Empanelled Partner must ensure fulfilment of regulatory compliances and licenses for the services being offered for. In this regard Empanelled Partner shall indemnify HSCC against any non-compliance and submit a declaration as per Annexure 5 on the company letter head duly signed by authorized signatory. Annexure-5 is attached.

ANNEXURE-1 EOI FORM

Ref:

Date:

To,
Chief General Manager
HSCC India Limited,
E-6 (A) Sector 1 Noida UP 201301
Website – www.hsccltd.co.in

Dear Sir,

EOI: Expression of Interest document for “Empanelment of strategic partners for the implementation of IHMS projects”

EOI No.: HSCC/IT/EOI/2023-24/04 **Dated:** 12.01.2024.

Having examined the EOI Documents, including Addenda Nos. [insert numbers], the receipt of which is hereby acknowledged, we, the undersigned, offer our services in full conformity with the EOI Documents.

We undertake that in case our EOI is accepted, we shall Commence work and shall make all reasonable endeavour to achieve EOI acceptance.

We agree to abide by this EOI, which, in accordance with consists of this letter, letter of authorization, documents establishing conformity, and Attachments through [specify: the number of attachments] to this EOI Form, up to the period mentioned in the EOI document EOIs and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

In case a formal final EOI is not prepared and executed between us, this EOI, together with your written acceptance of the EOI and your notification of empanelment, shall constitute a binding EOI between us. We understand that you are not bound to accept the lowest or any EOI you may receive.

We, the Applicant shall indemnify, defend and hold harmless Government of India, HSCC, its Affiliates, officers, directors, employees, agents, and their respective successors and assigns, from and against any and all loss, damage, claim, injury, cost or expenses (including without limitation reasonable attorney's fees), incurred in connection with third Party claims of any kind that arise out of or are attributable to (i) Manufacturer's/Applicants breach of any of its warranties, representations, covenants or obligations set forth herein or (ii) the negligent act or omission of the Manufacturer/Applicants. (iii) any product liability claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this EOI by applicant or any affiliate.

We agree to all terms and conditions of the EOI Document and subsequent amendments.

Dated this [...] day of [...], [.....].

Signature.....

Name.....

Full Address with contact person Name, Phone number and Email

Designation and Common Seal.....

Annexure -2

INTEGRITY PACT

To,

.....
.....
.....

Sub:

Dear Sir,

It is here by declared that HSCC is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting EOI (NIT) is an invitation to offer made on the condition that the Applicant will sign the integrity Agreement, which is an integral part of EOI documents, failing which the Applicant will stand disqualified from the EOI process and the application of the Applicant would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the HSCC.

Yours faithfully

CGM

INTEGRITY PACT

(Pre-contract integrity pact on Non-judicial Stamp Paper of INR 50)

To,
CGM
HSCC (India) Limited,
E-6(A), Sector 1,
Noida - 201301

Sub: Submission of EOI for the work of _____

Dear Sir,

I/We acknowledge that HSCC is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the EOI document.

I/We agree that the Notice Inviting EOI(NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of EOI documents, failing which I/We will stand disqualified from the EOI process. I/We acknowledge that THE MAKING OF THE EOI SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance 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 EOI, which will come into existence when EOI is finally accepted by HSCC. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 6 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the EOI, HSCC shall have unqualified, absolute and unfettered right to disqualify the Applicant and reject the EOI.

Yours faithfully

(Duly authorized signatory of the Applicant)

To be signed by the Applicant and same signatory competent / authorized to sign the relevant contract on behalf of HSCC.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 20
.....

BETWEEN

HSCC (India) Limited, represented by CGM, HSCC (India) Limited (hereinafter referred as the ‘**HSCC**’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

..... (Name and Address of the Individual/firm/Company) through (Details of duly authorized signatory)..... (Hereinafter referred to as the “**Applicant**” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS HSCC has floated the EOI (EOI No. HSCC/IT/EOI/2023-24/04) (hereinafter referred to as “EOI”) and intends to empanelment, under laid down organizational procedure, EOI for “Empanelment of strategic partners for the implementation of IHMS projects ” hereinafter referred to as the “**EOI**”.

AND WHEREAS HSCC necessarily requires full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Applicant(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into 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 EOI documents and EOI between the parties.

AND WHEREAS In order to achieve these goals, HSCC will appoint Independent External Monitor(s) (IEM(s)) who will monitor the EOI process and the execution of the EOI for compliance with the principles mentioned hereinunder

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

Article 1: Commitment of HSCC

HSCC is committed to follow the principle of transparency, equity and competitiveness in public Procurement.

- (1) HSCC commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of HSCC, personally or through family members or through any other channel, will in connection with the EOI, or the execution of the EOI, 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) HSCC will, during the EOI process, treat all Applicant(s) with equity and reason. HSCC will, in particular, before and during the EOI process, provide to all Applicant(s) the same information and will not provide to any Applicant(s) confidential/additional information through which the Applicant(s) could obtain an advantage in relation to the EOI process or the EOI execution.
 - (c) HSCC shall endeavour to exclude from the EOI process any person, whose conduct in the past has been of biased nature.
- (2) If HSCC obtains information on the conduct of any of its employees, Applicant(s) which constitutes a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, HSCC will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Applicant(s)

1. It is required that each Applicant (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to HSCC all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the EOI process and throughout the negotiation or empanelment of a EOI.
2. The Applicant(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the EOI process and during the EOI execution:
 - (a) The Applicant(s) will not, directly or through any other person or firm, offer, promise or give to any of HSCC's employees involved in the EOI process or execution of the EOI any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the EOI process or during the execution of the EOI .
 - (b) The Applicant(s) will not enter with other Applicant(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary , submission or non-submission of EOI or any other actions to restrict competitiveness or to cartelize in the EOI process.
 - (c) The Applicant(s) will not commit any offence under the relevant IPC/PC Act. Further the Applicant(s) will not use improperly, (for the purpose of competition or

- personal gain), or pass on to others, any information or documents provided by HSCC as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Applicant(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Applicant(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign Principal or the foreign Principal directly could participate in a EOI but not both. It shall be incumbent on the Indian Agent and the foreign Principal to adhere to the relevant guidelines of the Government of India, issued from time to time regarding availing of services of Indian Agents for Foreign Suppliers. The Applicant(s) shall disclose details mentioned in the “Guidelines of Indian Agents of Foreign Suppliers. Also as mentioned in the Guidelines, all the payments made to Indian agent/representatives shall be in Indian Rupees only.
- (e) The Applicant(s) will, when presenting his EOI, 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 empanelment of the EOI.
- (f) Applicant(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEM(s) and shall wait for their decision in the matter.
3. The Applicant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Applicant(s) will not, directly or through any other person or firm indulge in fraudulent practice, 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 HSCC’s interests.
5. The Applicant(s) will not, directly or through any other person or firm 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 EOI process).

Article 3: Consequences of Breach

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

1. If the Applicant(s), either before empanelment or during execution of EOI or during the validity of the Integrity Pact has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, HSCC at its sole discretion after giving proper opportunity to the Applicant(s) shall have powers to disqualify the Applicant(s) from the EOI process or terminate/determine the EOI , if already executed or exclude the Applicant from future EOI empanelment processes for that reason, without prejudice to any other

legal rights or remedies available to HSCC under the relevant provisions of the EOI. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by HSCC. Such exclusion may be forever or for a limited period as decided by HSCC.

2. **Criminal Liability:** If HSCC obtains knowledge of conduct of an Applicant or of an employee or a representative or an associate of an Applicant or which constitutes a criminal offence within the meaning of IPC/PC Act, or if HSCC has substantive suspicion in this regard, HSCC will inform the same to the Chief Vigilance Officer.

Article 4: Previous Transgression

1. The Applicant declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the EOI process.
2. If at any point of time during the EOI Process or after the empanelment of EOI, it is found that the Applicant has made an incorrect statement on this subject, he can be disqualified from the EOI process or terminate/determine the EOI, if already executed or action can be taken for banning of business dealings/ holiday listing of the Applicant as deemed fit by HSCC.
3. If the Applicant can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, HSCC may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Applicants

1. The Applicant(s) undertake(s) to demand from all sub-vendors a commitment in conformity with this Integrity Pact. The Applicant shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its sub-vendors.
2. HSCC will enter into Pacts on identical terms as this one with all Applicants.
3. HSCC will disqualify Applicants, who do not submit, the duly signed Pact between HSCC and the Applicant, along with the EOI or violate its provisions at any stage of the EOI process, from the EOI process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the EOI or/Vendor 12 months after the completion of work under the EOI or till the continuation of defect liability period, whichever is more and for all other Applicants, till the EOI has been empanelled.

If any claim is made/lodged during the 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 the Competent Authority of HSCC.

Article 7- Independent External Monitor(s) (IEM(s))

1. HSCC shall appoint competent and credible Independent External Monitor, nominated by the Central Vigilance Commission, for this pact in case of all works with estimated cost in excess of Rs.5 crores. The task of the Monitor is to review independently and objectively, the cases referred to it to assess whether and to what extent the parties comply with the obligations under this Integrity Pact.
2. In case of non-compliance of the provisions of the Integrity Pact, the complaint/non-compliance is to be lodged by the aggrieved party with the Nodal Officer only who shall be nominated by the MD, HSCC. The Nodal Officer shall refer the complaint/non-compliance so received by him to the aforesaid monitor.
3. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor shall report to MD, HSCC.
4. The Applicant(s) accepts that the Monitor shall have the right to access without restriction all project documentation of HSCC including that provided by the EOI or. The EOI or will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The Monitor is under EOI obligation to treat the information and documents with confidentiality.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform HSCC and request HSCC to discontinue 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 the act in a specific manner and/or refrain from action and/or tolerate action.
6. The Monitor will submit a written report to the MD, HSCC within 4 to 6 weeks from the date of reference or intimation to him/her 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.
7. 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.
8. Issues like Warranty/Guarantee etc. shall be outside the purview of the IEMs.
9. The role of the Monitor is advisory and would not be legally binding and is restricted to resolving issues raised by the Applicant.
10. The word “Monitor” means Independent External Monitor and includes both singular and plural forms.

Article 8- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Registered Office of HSCC, i.e., New Delhi.

2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Applicant is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. 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 HSCC in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.
6. In view of the nature of the Integrity Pact, the Integrity Pact is irrevocable and shall remain valid even if the contract is terminated till the currency of the Integrity Pact.

Article 9- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the EOI and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the EOI documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
.....
(For and on behalf of Principal)

(For and on behalf of Applicant)

WITNESSES:

1
(Signature, name and address)

2
(Signature, name and address)

Place:

Dated:

Annexure 3- Performance statement

This is to certify that M/s _____ has successfully and satisfactorily completed the following assignments is acceptable.

Sr. No	Assignment No & Date	Description of work/services provided	Value of assignment	Date of commencement	Date of completion	Was assignment satisfactorily completed	Address of organization with Phone No. where assignment done.
1							
2							
3							

Place: Signature with Office Stamp

Date : Name & Designation

Annexure-4: Non-Disclosure Agreement (NDA) Format

CONFIDENTIAL AND MUTUAL NON- DISCLOSURE AGREEMENT

THIS AGREEMENT MADE ON THIS ____ DAY OF _____, 2020 at New Delhi

BETWEEN

_____ a company incorporated in India under the provisions of the Companies Act, 1956 and having its Registered Office at _____ (hereinafter referred to as "Company") represented by its Managing Director / CEO Mr./Ms _____ duly authorized for the same which expression shall unless repugnant to the meaning or context thereof be deemed to mean and include, its Directors, affiliates, successors and permitted assigns of the **FIRST PART**

AND

HSCC India Limited, is a Government of India undertaking under the Ministry of Housing and Urban Affairs duly incorporated under the provisions of the Companies Act, 1956 and having its Corporate office at E-6(A), Sector-1, Noida, Uttar Pradesh – 201301 (hereinafter referred to as "HSCC") , represented by CGM duly authorized for the same which expression shall mean and include unless repugnant to the context, its successors, representative and permitted assigns of the **SECOND PART**

WHEREAS

- A. Company is poised to provide _____ services to _____ for _____ project.
- B. HSCC is a Public Sector Undertaking Ministry of Housing and Urban Affairs.
- C. COMPANY and HSCC are working-out/ negotiating a possible commercial and strategic business relationship (hereinafter Purpose).
- D. During the course of the above negotiations HSCC and COMPANY (including their affiliates may in conjunction with the purpose and for their mutual benefit, disclose to each other certain information being proprietary and/or of confidential nature, and/or HSCC and COMPANY may receive and share or be grant access by the other to such confidential and/or proprietary information which is considered trade secret, proprietary, confidential and/ or sensitive;
- E. The parties and its affiliates wish to ensure the protection and secrecy of their respective confidential information which may be disclosed, received or granted access to by the other party and wish to reduce to writing, their agreement in this respect.

NOW THEREFORE in consideration of the mutual promises, covenants and representations recorded herein by the parties hereto and such additional promises and understanding as are hereinafter set forth, the parties agree as follows:

Definition

For the purpose of this agreement, the term ‘Confidential Information’ shall mean and include any information or data of a scientific, technical, commercial or financial nature disclosed by the Disclosing party to the Receiving Party or which is obtained by a party from the other whether in writing, pictorially, in machine readable form, on disc, mail or orally, or by any other means/ modes of disclosure and including without limitation any information contained in any written or printed document, hardware, firmware and software, information related to technology and business activities (including, but not limited to, communication systems, telecommunication, business outlooks, revenue, pricing, trade secrets), computer programs, software (including, without limitations, code, software output, screen displays, file hierarchies and user interfaces), formulas, data, inventions, techniques, technology, knowhow, Processes, ideas, (whether patentable or not), schematics, specifications, drawings, product designs, product plants, programming, services, strategies, third party confidential information, and corporate and personnel statistics, customer lists (potential or actual) and other customer-related information, supplier information, sales statistics, market intelligence, marketing, business working, operations, parent, subsidiaries, affiliates and other business strategies and other commercial information of a confidential nature.

- (a) The party disclosing the Confidential Information is referred herein to as “Disclosing Party” and the party to which such Confidential Information is disclosed is referred to herein as “Recipient Party”.
 - (b) “Affiliate” of the Party shall mean the Company or other person who or which is either controlled by the respective Party or who controls the respective Party or who or which is controlled by same person/ entity who controls the respective Party, either by way of significant shareholding, voting rights or technical collaboration whether directly or indirectly through its affiliate.
- 2) Neither party shall be required to disclose any particular information (including but not limited to Confidential Information) to the other and disclosure of any such information shall be entirely voluntary and at the sole discretion of the parties and to the extent deemed necessary by it and is not intended to, and shall not, create any contractual or other relationship or obligation of any kind beyond the terms of this Agreement nor any provision or disclosure of information (including but not limited to Confidential Information) as contemplated hereunder, shall be construed as creating, conveying, transferring by one party on the other any rights, license or authority in or to the information provided. The parties hereto shall use the Confidential Information only for the limited purpose of exploring/ finalizing the possible business relationship between the parties hereto and for no other purpose whatsoever.
 - 3) Both the parties acknowledge and understand that any exchange of confidential Information of any nature shall not commit or bind the other to enter into a contract or otherwise and that neither party shall rely on any information provided by the other as a commitment or an inducement to act or not to act in any given manner. Further neither party shall be liable to the other in any manner whatsoever for any decisions, obligation, costs or expenses incurred, changes in business practices, plans, organization, products, services or otherwise of the other, as a result of this Agreement or any exchange of Confidential Information hereunder.
 - 4) Both the Parties agrees and undertake to regard and preserve as Confidential Information provided by each to the other or which may be disclosed, received or granted access to by

either party or come to the knowledge of either party in any manner in connection with the negotiations for the possible business relationship.

- 5) (a) In maintaining the Confidential Information hereunder both parties agree that they shall not, without first obtaining the written consent of the other, disclose or make available to any person, firm or enterprise, reproduce or transmit, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except that either party may disclose any Confidential Information to its Directors, officers, employees, or advisors on a "need to know" basis to enable them to evaluate such "Confidential Information" in connection with the negotiation for the possible business relationship between the Parties hereto.
- (b) Both parties shall ensure that the said employee(s) and / or the said person(s) shall maintain confidentiality with regard to the disclosed Confidential Information, if any, and shall issue suitable instructions and/or get suitable written undertakings or agreements executed to binds its employees and/or the said person(s) to the same obligations of confidence and safeguarding as the parties hereto and to adhere to the confidentiality/ non-disclosure terms contained in this Agreement.
- (c) Save and except for the purposes mentioned in clause (a) above both parties further agree that neither party will part with/ disclose any "Confidential Information" received by it to any other person directly or indirectly nor make copy(s) or reproduce in any way (including without limitation store in any computer or electronic system any written material/ documents containing "Confidential Information" and such written material/ documents will be retained under strict confidentiality by the receiving party.
- (d) Both parties further agree that the confidential information which may pertain to or touch upon any regulatory aspects and/or dealings of either party with any statutory /government/ related agencies/ bodies, whether the said information is received verbally or in writing, will not be disclosed in any manner, either directly or indirectly, to any other persons except to its Directors, employees or advisors on a strictly 'need to know' basis.
- (e) Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorised disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.
- 6) It is mutually acknowledged and agreed that information shall not be considered "Confidential Information" to the extent, that such information : (a) at the time of disclosure was in the public domain or (b) is already known to the receiving party free of any confidentiality obligation at the time it is obtained from other party; or (c) after disclosure is or becomes publicly known or available through no wrongful act of the receiving party; or (d) is rightfully received from a third party without restriction or (e) is approved for release, disclosure, dissemination or use by written authorization from the Disclosing Party; or (f) is required to be disclosed pursuant to a requirement of a governmental agency or law so long as the parties provide each other with timely prior written notice of such requirement and provide all reasonable co-operation in regard to taking protective action against such disclosure requirement; or (g) is disclosed after expiry of 5 (five) years from the date of expiry or earlier termination of this agreement.

However, before any party discloses any Confidential Information under clause 6, either party (to the extent permitted by law) uses its best endeavour to:

- (a) inform other party of any circumstances and the information that will be disclosed
- (b) give the other party a copy of a legal opinion indicating that disclosure is necessary
- (c) consult with the other party as to possible steps including without limitation, protective orders or other appropriate remedy to avoid or limit disclosure and take those steps where they would not result in significant adverse consequences to the other party and
- (d) gain assurances as to the confidentiality from the body to whom the information is to be disclosed.

If either party is unable to inform the other party before confidential information is disclosed it will (to the extent permitted by law) inform the other party of the full circumstances of the disclosure and information that has been disclosed immediately after disclosure.

- 7) Both parties further agree and undertake not to disclose the information marked “Confidential Information” of the other to their agents or contractors without prior written approval from the other and without having first obtained from each agent or contractor a separate written agreement or undertaking binding them to the same obligations of confidence and safeguarding.
- 8) The parties further recognize that it may be necessary or appropriate for COMPANY to disclose Confidential Information to other Group Companies not named herein. For this purpose, COMPANY guarantees the observance and proper performance of other Group Company to whom Confidential Information is disclosed as above, of the terms and conditions of this agreement.
- 9) Both parties further agree to indemnify and keep indemnified each other against all actual loss and damage which the Disclosing Party may suffer as a result of any breach of this agreement by the Recipient Party of the Confidential Information. Provided always that
 - a) the Disclosing Party shall forthwith give written notice to the recipient Party of the loss and damage; and
 - b) the Recipient Party shall be furnished with satisfactory documentary evidence of such actual loss and damage.
- 10) Both parties further agree that upon termination/ expiry of this Agreement or at any time during its currency, at the request of the Disclosing Party the Recipient Party shall promptly (and in any case, within 15 days of request), deliver to the Disclosing Party all copies of the Confidential Information in its possession or under its direct or indirect control or shall destroy all memoranda, notes and other writings prepared by the recipient party or its affiliates, Directors, officers, employees or advisors to the extent the same are based on the confidential information with a written statement to the effect that upon such return the Receiving Party has not knowingly retained in its possession or under its control, either directly or indirectly, any Information or copies of such (other than Confidential Information embedded in the Receiving Party’s records).

The confidentiality obligations set out herein above shall survive any such return or destruction of Information. Further The provisions setout herein above shall not apply to copies of electronically exchanged Information made as a matter of routine information technology backup and to Information or copies thereof which must be stored by the receiving Party, its Affiliates or its advisers according to provisions of mandatory law, provided that such Information or copies thereof shall be subject to an indefinite confidentiality obligation according to the terms and conditions set forth herein.

- 11) Both parties acknowledge that the confidential information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties which afford them certain competitive and strategic advantage. Accordingly, neither party will use the confidential information or strategies, plans, business activities, methods, process, information, and /or competitive and strategic advantage to the other.
12. Each party understands that the other party may currently or in the future be developing information internally, or receiving information from third parties that may be similar to the "confidential Information" Accordingly, nothing in this agreement will be construed as a representation or inference that either party will not develop products, or have products developed for it, or enter into joint ventures, alliances, or licensing arrangements that, without violation of this agreement, compete with the products or systems embodying the "confidential Information".
13. Except as specifically provided herein, disclosure of confidential information by either party pursuant hereto shall not be deemed to grant to the Recipient party, any rights, interest or property in such confidential information and accordingly both parties agree that they will not directly or indirectly claim or submit any application for grant of any patent, copyright, design right or other intellectual property Rights in, to or on the basis of the confidential information.
14. The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly notwithstanding anything contained in clause 18 hereof, the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach : provided , however, no specification in this confidentiality Agreement of a specific legal or equitable remedy shall be construed as a waiver or prohibition of any other legal or remedies in the event of a breach or threatened breach of this Agreement and the remedies specified herein shall be in addition to all other reliefs and remedies available to the parties under prevailing laws.
15. No failure or delay be either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement of any right, remedy or power preclude any single or partial exercise or enforcement thereof or the exercise or enforcement of any of any other right, remedy or power.
16. Each Party acknowledges that the other Party makes no representation or warranty as to the accuracy or completeness of any of the Information furnished by or on its behalf. Only those

representations and warranties which are made in a final definitive agreement relating to the purpose of the disclosure of the Information will have legal effect.

Each party represents and warrants to the other that it is a corporation duly organised and validly existing in the jurisdiction of its incorporation. Each party represents that it has full corporate power and authority to enter into this Agreement and to do all things necessary for the performance of this Agreement. The Disclosing Party warrants that the Confidential Information has not been provided in breach of any other agreements having legal binding of any nature with the third party(s).

Unless documented and agreed otherwise in respect of any individual disclosure of Confidential Information, each party warrants that it will use its best endeavors to ensure that any Confidential Information it discloses or it intends to disclose to the other party under the provisions of this agreement is complete and accurate but PROVIDED ALWAYS that the disclosing party has exercised such best endeavors:

The parties acknowledge that:

- (a) such Confidential Information as is disclosed by the Disclosing party under this Agreement is accepted by the Receiving Party it at its own risk; and
- (b) it releases the Disclosing party from all claims, actions and suits in relation to such Confidential Information (including its use under this Agreement).

17. This agreement will be governed by the laws of India and jurisdiction shall be exclusively vested in the courts at New Delhi, India only.

18. If any matter arises between the parties about this agreement, then the parties shall meet to discuss the matter and shall negotiate in good faith to endeavour to resolve the matter arising the matter however.

a) If any matter arising has not been resolved by the parties within thirty (30) days after the date the party raising the matter gave notice of it to the other party: then

b) the matter shall be submitted by either party to Arbitration. Arbitration shall be held in New Delhi, India. The arbitration shall be conducted as per the provisions of Indian Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof.

c) Each party to the dispute shall appoint one Arbitrator each and the two Arbitrators shall appoint the third or the presiding Arbitrator. The arbitration proceedings shall be conducted in the English language. The courts of law at New Delhi, India alone shall have the jurisdiction. The arbitration award shall be final and binding upon the parties and judgement may be entered thereon, upon the application of either party to a court having jurisdiction.

d) Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the parties unless the award otherwise provides.

19. This agreement shall not be assignable or transferable by either party without the written consent of the other party.

20. No license to a Party hereto, under any trademark, patent, copyright or any other intellectual property right, is either granted or implied by the conveying of Information to such party.
21. This agreement shall remain valid for a period of 3 (three) years from the date of execution of this Agreement which term may be extended by mutual consent in writing of both the parties. This agreement may be terminated by either party by giving 30 (thirty) days notice in writing to the other party without assigning any reason whatsoever. However, the obligations of each party hereunder shall survive the termination or earlier determination or expiry of this Agreement and shall continue and be binding upon the parties irrespective of whether the discussion between the parties materialize into a specific understanding/business relationship or not for a further period of 5 (five) years after termination / expiry of the Agreement.
22. All notices required by this Agreement shall be in writing, and shall be personally delivered, sent by registered post or by commercial courier, addressed as follows:

To Company: Mr/Ms

To HSCC:

Attn: CGM

HSCC India Limited,

E-6(A), Sector-1, Noida,

Uttar Pradesh - 201301

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of facsimile transmission must be sent by registered post, by commercial carrier, or hand delivered.

Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of four days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

23. This agreement supersedes all prior discussions and writings with respect to the confidential information and constitutes the entire Agreement between the parties with respect to the subject matter hereof and no modifications of this Agreement or waiver of the terms and conditions hereof shall be binding upon either of the parties hereto, unless approved in writing by an authorized representative of each party. In the event that any of the provisions of this Agreement shall be held by court or other Tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect and this Agreement shall be interpreted and construed accordingly.



HSCC INDIA LIMITED
E – 6 (A), Sector – 1,
Noida, UP – 201301,

24. This Agreement is executed in duplicate, each of which shall be deemed to be the original and both when sent together shall be deemed to form one and single document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year written above.

For _____ For **HSCC India Limited**.

Sign :

Sign :

Name :

Name :

Title :

Title :

Annexure 5: Declaration on Indemnification

(to be on company letter head)

Offer Reference No: HSCC/IT/EOI/2023-24/04 dated:

EoI In charge, HSCC
HSCC Address,

Dear Sir,

Sub: Declaration on Indemnification

We,

undersigned, offer to empanel our organization as a Business Partner in conformity with the terms and conditions of the EoI. As per clause no. 3 of the EOI, we hereby undertake to fulfil regulatory compliances and License for the services being offered and, in this regard, we indemnify HSCC against non-compliance on our part.

Date:

Signature with seal –

Name: _____

Designation: _____

Annexure 6

Affidavit for correctness of Documents/ Information, which also certified the participating firm/bidder have not blacklisted/ holiday list/ barred /banned from tendering by Organization

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 **Annexure-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 atthis.....day of

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

“ANNEXURE-7”

"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: Tender for "Empanelment of strategic partners for the implementation of IHMS projects"

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:

Annexure – 8

Manpower Details

S No.	Name	Position	Qualification	Years of Experience	Roles/Responsibility
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
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23					
24					
25					

Annexure-9

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

Annexure-10

(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.	
5.	Type of Organization: a) An individual b) A proprietary firm c) A firm in partnership (Attach copy of Partnership)	
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 along with this Form-F)	

(Signature of Bidder with Seal)

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

Page 1 of 8

- 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

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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

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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/

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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

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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.

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- (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