

**INVITATION FOR EXPRESSION OF INTEREST (EOI) FOR SELECTION OF
BUSINESS ASSOCIATE / STRATEGIC PARTNER**

for

**Providing Advance Digital Centers of Medical Academics with 3D
Stereoscopic Animated Audiovisual Medical Academics content in Medical
Education sector and Smart Health and Patient Awareness Educative
Audio-Visual Content in Healthcare sector for Domestic & International
Markets.**

EoI ID HSCC/IT/EOI/2023-24/02

HSCC INDIA LIMITED

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

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Notice Inviting Expression of Interest (EOI) from prospective service providers/ stakeholders and/or agencies for selection of Business Associate / Strategic Partner for Providing Advance Digital Centers of Medical Academics with 3D Stereoscopic Animated Audiovisual Medical Academics content in Medical Education sector and Smart Health and Patient Awareness Educative Audio-Visual Content in Healthcare sector for Domestic & International Markets.

HSCC (India) Limited is a leading service provider in the field of Hospital Infrastructure and healthcare solutions across India. HSCC'S wide range of services relate to components of health systems from conceptualization, through procurement of equipment/drugs, to complex projects involving design and implementation and is being used by eminent hospitals, healthcare professionals and government bodies across India and international market.

Now HSCC is planning to extent its services in the field of medical education by Providing Advance Digital Centres of Medical Academics with 3D Stereoscopic Animated Audiovisual Medical Academics content in Medical Education sector and Smart Health and Patient Awareness Educative Audio-Visual Content in Healthcare sector for Domestic & International Markets.

This will be a progressive pedagogy combined with the fully loaded medical contents for medical graduates, methods and practices of teaching in clinical and preclinical faculties especially as an academic subject /or theoretical concept, controlled by the subject experts, with 3d Stereoscopic videos content and also audiovisual content on common diseases for patient education and awareness of common people in all the super speciality branches in hospital sectors in India as well in international markets.

HSSC, invites Expression of Interest (EOI) from prospective service providers / stakeholders and/or agencies for selection of Business Associate / Strategic Partner for Providing Advance Digital Center of Medical Academics in Medical Education Sector & Patient Education in Hospital Sector for Domestic & International Markets.

EOI No	:	HSCC/IT/EOI/2023-24/02
EOI PUBLISHING / CIRCULATION DATE	:	20/12/2023
LAST DATE AND TIME FOR RECEIPT OF EOI	:	03/01/2024
DATE OF PRE-EOI MEETING	:	27/12/2023 at 15:00 PM at HSCC (INDIA) LIMITED E-6(A), Sector 1, Noida - UP - 201301
TIME AND DATE OF PRESENTATION BY AGENCIES	:	To be informed later to eligible applicants
PLACE OF OPENING OF EOI	:	HSCC (INDIA) LIMITED E-6(A), Sector 1, Noida - UP - 201301 Tel. - 91-120-2542436-40 Fax - 91-120-2542447
ADDRESS FOR COMMUNICATION	:	HSCC (INDIA) LIMITED E-6(A), Sector 1, Noida - UP - 201301 Tel. - 91-120-2542436-40 Fax - 91-120-2542447
Contact EMAIL ID	:	cpg-group@hsccltd.co.in cpg.hscc@gmail.com

Table Of Contents

1. COMPANY BACKGROUND.....	4
1.1. Vision	4
1.2. Corporate Mission.....	4
1.3. Corporate Quality Policy	4
1.4. Uniqueness	5
2. PURPOSE AND OBJECTIVE OF EOI.....	6
3. SUBMISSION OF EOI PROPOSAL (INTENTION TO PARTICIPATE)	6
3.1. LANGUAGE	6
3.2. SCHEDULE OF SUBMISSION EVENT OF EOI.....	7
3.3. RIGHT TO ACCEPT/REJECT ANY OR ALL APPLICATIONS	8
3.6. Documents to be submitted.....	12
3.7. EVALUATION AND SELECTION METHOD	13
4. METHOD OF COORDINATION WITH SELECTED STAKEHOLDERS	14
4.1. MODE OF ASSIGNING WORK	14
5. OTHER TERMS & CONDITIONS.....	14
5.1. TENURE OF ENGAGEMENT	14
5.2. roles and responsibilities.....	14
5.3. reimbursement of payment.....	15
5.4. CONFIDENTIALITY	16
5.5. FAIRNESS AND GOOD FAITH.....	16
5.6. TERMINATION	16
5.7. DISPUTE RESOLUTION AND JURISDICTION.....	16
5.8. DISCLAIMER	16
5.9. SUB-CONTRACTING:.....	17
5.10. APPLICATION CHECKLIST	17
5.11. EMD/Bid Security	17

1. COMPANY BACKGROUND

Profile

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

2. PURPOSE AND OBJECTIVE OF EOI

Expression of Interest (EOI) Proposal is hereby invited from prospective stakeholders and/or agencies for the selection of Business Associate / Strategic Partners for domestic and international market.

1. Advance Digital Centers of Medical Academics with 3D Stereoscopic Animated Audiovisual Medical Academics content in Medical Education sector **for Domestic & International Markets.**
2. Providing certified IT technology, solutions and software such as LMS etc. for deploying in the Medical Education sectors.
3. Providing medical contents for medical graduates, methods and practices of teaching in clinical and preclinical faculties especially as an academic subject /or theoretical concept, controlled by the subject experts, in form of audiovisual and **3D Stereoscopic videos content** and also PDF content.
4. Providing Smart Health and Patient Awareness Educative Audio-Visual Content for hospital and health care system **for Domestic & International Markets.**
5. Any other medical education services related projects.

For all the projects / assignments, the Business Associate / Strategic Partner must invest on the capital expenditure as well as the operating expenditure required for the projects. HSCC will not invest in any of the capex, opex or working capital.

Interested bidders are requested to visit websites HSCC e-tender portal www.hsccltd.co.in & HSCC website <http://www.hsccltd.co.in> for bid documents, qualification criteria etc. Any amendment or update will be published in the above websites only. Information submitted will be reviewed for inherent and relative effectiveness as it relates to HSCC India Limited's objective of selection of Business Associate / strategic partners for providing Healthcare and Hospital Services at various locations in domestic and international markets.

Bids from bidders who satisfy the Eligibility Criteria as per the EOI and as well as those who have not defaulted / terminated in any of HSCC Limited's projects will be primarily considered for evaluation.

The Business Associate / Service Providers should have relevant certification/registration from Government authorities as per the rules applicable and have adequate assets, technologies, strong software system such as LMS and other resources to provide running, operation and maintenance of medical education and academics services in PPP mode for state / central government / PSUs. Consortium will not be entertained.

3. SUBMISSION OF EOI PROPOSAL (*INTENTION TO PARTICIPATE*)

3.1. LANGUAGE

The EOI Proposal and all associated correspondence and documents shall be in English language. Supporting documents and printed literature furnished by the prospective strategic partner with the EOI proposal should also be in English. Supporting materials, which are not in the English language, will not be considered.

Documents to be submitted online in HSCC e-tender portal www.hsccltd.co.in.

3.2. SCHEDULE OF SUBMISSION EVENT OF EOI

S.No.	Description	Details
1	EOI NO.	HSCC/IT/EOI/2023-24/02
2	Date of issue of EOI	20/12/2023
3	Last Date of submission of EOI	03/01/2024
4	Date of opening of EOI	03/01/2024
5	Proposals should be addressed to	Chief General Manager HSCC (INDIA) LIMITED E-6(A), Sector 1, Noida - UP - 201301 Tel. - 91-120-2542436-40 Fax - 91-120-2542447
6	Proposals should be submitted at (Through online mode only)	www.hsccltd.co.in
7	EOI Processing fee	₹29,500/- (Rupees Twenty-Nine Thousand Five Hundred Only) Non refundable including 18% GST in the form of DD.
8	EMD/ Bid Security:	Rs. 1,00,000/- (Rupees One Lakhs Only) in form of demand draft of a scheduled bank issued in favor of "HSCC (India) Limited" Payable at New Delhi/Noida or Banker's cheque in favor of "HSCC (India) Limited" (Same shall be retained by HSCC during entire duration of empanelment. EMD will be forfeited if agency step out from contract)
9	EOI Documents should be obtained	The detailed EOI document can be viewed or downloaded from HSCC e-tender portal www.hsccltd.co.in & HSCC website http://www.hsccltd.co.in
10	E-mail id	cpg-group@hsccltd.co.in cpg.hsccltd@gmail.com

3.3. RIGHT TO ACCEPT/REJECT ANY OR ALL APPLICATIONS

HSCC reserves the right to accept or reject any bid and annul the bidding process or reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for HSCC's action. HSCC reserves the right to enter into agreement with as many bidders as it deems fit. Offers / Bids received after due date and time shall be summarily rejected. In case the date of opening happens to be a holiday, the EOI will be received and opened on the next day at same time. EOI can be downloaded from the websites HSCC e-tender portal www.hsccltd.co.in & HSCC website <http://www.hsccltd.co.in> and submitted with fees as mentioned elsewhere in the document.

3.4 ELIGIBILITY CRITERIA

The APPLICANT (Business Associate / Strategic Partner) will be selected based on their experience in medical education services handled by them under PPP mode for state / central governments / PSUs. The below mentioned criteria are the pre-qualification criteria, those who meet the pre-qualification criteria only will qualify for the technical evaluation wherein marks will be awarded based on their own credentials and consortium is not allowed.

S. No.	Eligibility and Financial Capacity	Documents Required
1.	The applicant should be a registered legal identity under companies Act in India.	Certificate of incorporation to be submitted
2.	GST Registration	GST incorporation certificate GST Return filed certificate for last 6 month
3.	The applicant should have an average annual turnover of Rs.10 Cr. for the last three financial years and till date of commencement of technical bid (2020-21, 2021-22, 2022-23)	Certificate duly certified by a Chartered Accountant shall be submitted as a proof.
4.	The Bidder should have successfully completed Advanced Skill Digital Teaching and Learning Platform with Audio-visual content Regular project done with any Government institute/college in India for a minimum duration of 6 months	With certificate of completion of the regular project done successfully from any government institution/ college. Billing invoice and Certificate of excellence should be enclosed.
5.	The Bidder should have successfully completed Advanced Skill Digital Teaching and Learning Platform with Audio-visual content Pilot/ Regular Government Health Science University in India with a minimum duration of 6 months.	With certificate of completion of the Pilot/ Regular project done successfully from any government institution/ college.
6.	The bidder should have provided Advance Skill Digital Teaching and Learning services to a minimum of one	With certificate of completion of the Regular project done successfully

	university/Teaching Institution in India for a minimum period of six months.	from any Government/ Private university.
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3.5 TECHNICAL EVALUATION MARKS:

This is a one-bid system comprising of technical bids, wherein the technical criteria and the assigned marks and weightage are detailed below, the technically qualified bidder's.

Sl. No	Criteria	Maximum Points/Marks	Remarks
1.	The applicant should have an average annual turnover of Rs.10 crs for the last three financial years and till date of commencement of technical bid (2020-21, 2021-22, 2022-23)	5	The bidder should meet all the mentioned requirements.
2.	The Bidder should have successfully completed Advanced digital center of medical academics Platform with Audio-visual content Regular project done with any Government institute/college for a minimum duration of 6 months	5	-- do--
3.	The Bidder should have successfully completed Advanced digital center of medical academics Platform with Audio-visual content Pilot/ Regular Government Health Science University/Institution with a minimum duration of 6 months.	5	-- do--
4.	The bidder should have provided Advanced digital center of medical academics to a minimum of one university/Institutions in India for a minimum period of six months.	5	-- do--
5.	Content Configuration: a) The Advance Digital Center of Medical Academics should support the proper categorization of study materials. b) Should provide mechanisms to support configuring according to the teaching needs. c) Advanced Skill Digital Teaching and Learning Platform should generate college content. d) It should be dynamic which allows faculties to record the lectures and reuse for future reference for the students.	05	-- do--

6.	Encrypted User identities: a) The Advance Digital Center of Medical Academics user data should be encrypted according to industry standards to protect user privacy including that of individual user and of the university.	05	-- do--
7.	DRM Protected contents: a) Advance Digital Center of Medical Academics should support for Digital Rights Management on premium contents of organization or institution. b) DRM helps institutions and study materials providers to protect their Intellectual property rights.	05	-- do--
8.	User Management- a) Advance Digital Center of Medical Academics should have a user management system where it allows admins to add/ update/delete user information. b) Class room lecture/virtual lecture/clinical teaching can be done through Advance Digital Center of Medical Academics which will help institutions to build their own content and store it for their future references. c) Content Development Tools for Professors. d) Digital Assignment and evaluation. e) Study Materials Upload/share notes. f) Advance Digital Center of Medical Academics should have an admin panel which allows the college admin for course scheduler & planner, live class monitor, members addition, promotion & deletion, access to complete college content, assignment monitor & duplication, announcement, class wise attendance, audit report, academics report monitor & students documents monitor.	10	-- do--

	<p>g) Advance Digital Center of Medical Academics should have an educator panel which allows educator to access Inbuilt audiovisual content, lecture files, live class: videos & notes, attendance, assessment & assignment, groups, forum, log book, class room teaching.</p> <p>h) Advance Digital Center of Medical Academics should have a student panel which allows students to access inbuilt audiovisual content, live class, video provided by faculties, notes given by faculties, assignment, record class, files: lecture videos & presentation, forum, log book, assessment and announcements.</p>		
9.	<p><u>Live and Scheduled classrooms:</u></p> <p>a) Advance Digital Center of Medical Academics should have complete classroom teaching program where daily teaching and complete academics can be recorded controlled, monitored and maintain history of recordings.</p>	05	-- do--
10.	<p><u>Attendance management:</u></p> <p>a) Advance Digital Center of Medical Academics should record the user attendance in both live and onsite classes.</p> <p>b) There must be inbuilt system for periodic feedback, integrating it with Internal assessment, University exam eligibility.</p>	05	-- do--
11.	<p><u>Task Management and Evaluations</u></p> <p>a) Assignment should be given digitally by allocating marks with selection of students and automatic digital evaluation, grading system with the comments should be available.</p> <p>b) There should be space for accommodating formative and summative assessment including provision for feedback.</p>	05	-- do--
12.	<p>Robust technology in providing platform for array of contents for educational purpose-</p> <p>a) Advance Digital Center of Medical</p>	10	-- do--

	Academics should provide prebuilt content in form of audio-visual and PDF format and stereoscopic 3D technology for MBBS course.		
13.	Smart health and patient awareness educative audio-visual content for all the superspecialist branches in hospital sector.	5	
Sub-Total (A)		75	
Applicants securing minimum 55 Marks out of 75 & found to be responsive as per eligibility criteria will only be called for presentation.			
14.	Presentation <ul style="list-style-type: none"> - Approach & Methodology - Addressing risks & challenges and Proposed Solutions - Demonstration of the deployed applications – Capability - Prototype Demonstration of the proposed applications – Suitability 	25	
Total		100	

A minimum of 70 marks required to qualify.

3.6. DOCUMENTS TO BE SUBMITTED

The applications shall contain the following:

1. Attested copy of the registration of the company along with list of registered office / Branch offices/ regional offices with complete addresses and contact details.
2. Attested copy of Income Tax registration / PAN Registration and Income Tax Returns for the last 3 years.
3. Attested copy of GST registration Certificate.
4. Name of the applicant's banker with complete address.
5. CA attested/ Audited Trading, Profit & Loss Account and Balance sheet for the Last three financial years.
6. Experience certificates/Agreement copy for the experience mentioned above.
7. All the pages of NIT for EOI signed with seal by the authorized signatory of the applicant.
8. Integrity Pact and Agreement as per **Annexure-A**
9. The Bidder should Submit the Original "UNCONDITIONAL LETTER OF ACCEPTANCE OF TENDER CONDITIONS (as per "**Annexure-B**"- format attached) along with their bid/ tender.

10. The Bidder should Submit the Original "Affidavit" - for correctness of Documents /Information (as per "**Annexure-C**" - format attached) along with their bid/ tender.
11. The Bidder should Submit the "Litigation History" (as per "**Form-N**" - format attached) along with their bid/ tender.
12. Form F – General Information
13. Power of Attorney (PoA).
14. Any other technical information the applicant wishes to furnish.

3.7. EVALUATION AND SELECTION METHOD

- Firms will be shortlisted based on techno-commercial bid system, where 75 marks are assigned for the technical criteria/credentials and 25 marks are assigned for the presentation highlighting the relevance and usefulness of experience for the current and expected assignment with HSCC.
- The bidders who score 70 marks will qualify the technical stage.
- HSCC reserves the right to reject or accept any EOI without assigning any reason thereof.
- Decision of HSCC shall be final and it shall be under no obligation to explain or inform the reasons for engaging or not engaging any Firm. The Firm shall not have any right to represent or challenge the same.

The Technical bid should be submitted in a separate cover marked as “Cover A” with all Original Documents (I) UNCONDITIONAL LETTER OF ACCEPTANCE OF TENDER CONDITIONS (ii) Affidavit (iii) EMD/Bid Security (iv) Tender /Document Fee

“Cover-B” to all other document

All the documents submitted in the technical bid should be duly signed by the person holding the Power of Attorney.

4. METHOD OF COORDINATION WITH SELECTED STAKEHOLDERS

4.1. MODE OF ASSIGNING WORK

The Company/ Agency shortlisted through above process will be selected and appointed as Business Associate / Strategic partner, primarily for Providing Advance Digital Centers of Medical Academics with 3D Stereoscopic Animated Audiovisual Medical Academics content in Medical Education sector extending the services to Hospital sectors and Smart Health and Patient Awareness Educative Audio-Visual Content for Domestic & International Markets.

The Business Development work will also be undertaken by the Business Associate / Strategic Partner in consultation with HSCC and the Projects that are taken by the Business Associate / Strategic Partner will be assigned to that Business Associate / Strategic Partner as per the pre-agreed % of management fee which will not be negotiated from project to project.

HSCC shall work exclusively with the Business Associate / strategic partner for the purpose and objective listed in this EOI till the tenure of this contract. The work will be awarded as and when the opportunity comes through by taking presentation on approach / methodology or by one-to-one discussion as the requirement / situation may be. Thereafter, the selected Business Associate / strategic partner will have to work on back-to-back terms and condition of the HSCC clients followed by terms & condition of HSCC NIT.

5. OTHER TERMS & CONDITIONS

5.1. TENURE OF ENGAGEMENT

The selected Business Associate / Strategic Partner shall be appointed to work with HSCC initially for a period of 5 years. However, the same can be further extendable based on the performance of agency on mutual consent.

5.2. ROLES AND RESPONSIBILITIES

- The selected Business Associate / Strategic Partner will be undertaking all the Business Development activities in consultation with HSCC and all the expenses pertaining to Business Development shall be borne by the Business Associate / Strategic Partner and HSCC will not entertain any claim.
- Any Projects taken by HSCC from the state / central government and handed over to the Business Associate will be governed by the terms and conditions stipulated in the work order and the Business Associate / Strategic Partner need to adhere each and every condition without any deviation.
- All the investment on the infrastructure, procurement of equipment, logistics and deployment of technical and non-technical resources for the project will be the responsibility of the Business Associate / Strategic Partner and HSCC will not undertake any capex or opex part of the project. It will be the sole responsibility of the Business Associate / Strategic Partner to incur all expenditure pertaining to the project.
- Any penalties due to project delays or LD charges for delayed services will be charged to the Business Associate / Strategic Partner and HSCC in any case will not absorb these penalties and LDs arising out of the Diagnostic / Hospital Services project.

- Any strictures / warnings / show cause letters / notices issued on any activities of the project by the principal will be passed on to the Business Associate / Strategic Partner, if required HSCC may impose any penalty as deemed fit from case-to-case basis.

5.3. REIMBURSEMENT OF PAYMENT

- HSCC will not make any payment towards the project cost or operation cost of the project, however it will be governed by back-to-back agreement entered by the HSCC with the state / central government project implementing department.
- The Business Associate / Strategic Partner need to submit the running bills as per the pre-agreed timelines to HSCC.
- Based on the running bills of the Business Associate / Strategic Partner, HSCC in turn will submit their bills to the state / central government project implementation department.
- HSCC will make the payment within 7 working days only after the receipt of payment from the implementing department based on the payment receipt from client and no interest will pay for any delay payment by HSCC.
- HSCC will not be responsible for the payment delays from the Project Implementation Department of the state / central government. However, the Business Associate / Strategic Partner should continue the project without any interruption irrespective of the payment delays.
- HSCC will deduct the agreed revenue share from each of the bill processed for payment and the balance amount only will be paid to the Business Associate / Strategic Partner.

5.4. CONFIDENTIALITY

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Strategic Partners for Establishment and Operation of Diagnostic Facility / Hospital (clinical or non-clinical) Services at various locations in India shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising HSCC in relation to, or matters arising out of, or concerning the EOI process. HSCC will treat all information, submitted as part of EOI Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. HSCC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and / or the HSCC or as may be required by law or in connection with any legal process.

5.5. FAIRNESS AND GOOD FAITH

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measure to ensure the realization of the objectives of this Contract.

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believe that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration.

5.6. TERMINATION

HSCC is within its right to terminate the Business Associate / Strategic Partner at any time on giving notice of 180 days to the Partner without assigning any reason whatsoever in conditions where the Business Associate / Strategic Partner commits a material breach of agreement causing irreparable loss or damage to reputation of HSCC or becomes insolvent.

5.7. DISPUTE RESOLUTION AND JURISDICTION

No arbitration clause will applicable for the subject work. If there is any dispute occur at site within the contract period, the matter with the court of Law and shall lie only in the Court of Competent Civil Jurisdiction at Delhi and only the said Court(s) shall have jurisdiction of entertain and try any such action(s) and / or proceeding(s) to the exclusion of all other Courts.

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

5.8. DISCLAIMER

The information contained in this EOI document or subsequently provided to prospective business associate / strategic partner whether verbally or in documentary form by or on behalf of HSCC or any of their employees or advisors, is provided to the prospective strategic partner on the terms and conditions set out in this EOI document and any other terms and conditions subject to which such information is provided. This EOI document is not an agreement and is not an offer or invitation by the HSCC Representatives to any other party.

The purpose of this EOI document is to provide prospective business associate / strategic partners with information to assist in the formulation of their EOI Proposal Each prospective business associate / strategic partner should conduct its own due diligence, investigations and analysis and should check the accuracy, reliability and completeness of the information in this EOI document or information supplied to prospective business associate / strategic partner by HSCC and obtain independent advice from appropriate sources. HSCC or its Representatives make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the EOI document and any other information supplied by or on behalf of HSCC or its Representatives or otherwise arising in any way from the selection process.

HSCC may at its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this EOI document from time to time, through uploading it on the websites HSCC e-tender portal www.hsccltd.co.in & HSCC website <http://www.hsccltd.co.in>.

5.9. SUB-CONTRACTING:

The Successful bidder shall not sub-contract or transfer the contract to any other service provider.

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

5.10. APPLICATION CHECKLIST

- a) Tender fees Rs. 25000+18% GST = Rs. 29,500/- towards cost of document in form of demand draft of a scheduled bank issued in favor of “HSCC (India) Limited” Payable at New Delhi/Noida
- b) Duly filled in application.
- c) Documentary evidence in respect of the eligibility criteria.
- d) Signed copy of this EOI, as proof of acceptance of Terms and Conditions.
- e) Declaration that the applicants have not been barred / black-listed by any Central/ State Government Department / Organization / PSUs.
- f) All pages of the EOI must be serially numbered, properly bound.

5.11. EMD/BID SECURITY

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

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/2023-24/02) (hereinafter referred to as “EOI”) and intends to empanelment, under laid down organizational procedure, EOI for “Providing Advance Digital Centers of Medical Academics with 3D Stereoscopic Animated Audiovisual Medical Academics content in Medical Education sector and Smart Health and Patient Awareness Educative Audio-Visual Content in Healthcare sector for Domestic & International Markets.” 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 endeavor 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 applicant has been empaneled.

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:

"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 Agencies for Providing Advance Digital Centers of Medical Academics with 3D Stereoscopic Animated Audiovisual Medical Academics content in Medical Education sector and Smart Health and Patient Awareness Educative Audio-Visual Content in Healthcare sector for Domestic & International Markets.”

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:

AFFIDAVIT

(To be submitted by bidder in ORIGINAL 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.
8. I hereby confirm that no quality related matter/court case/investigation/arbitration is pending in any project executed by us for any government or government agency or public sector undertaking or Judicial authority/arbitration body except those mentioned in litigation history mentioned at “Form-N”.

9. 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.
10. 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
11. I.....the Proprietor / Authorized 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)

“Form-N”

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/ Decide	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

“Form – F”

(GENERAL INFORMATION)

-: Structure & Organization: -

1.	Name of Applicant/Company
2.	Address for correspondence
3.	Official e-mail for communication
4.	Contact Person: Telephone Nos. Fax Nos. Mobile
5.	Type of Organization: An individual A proprietary firm A firm in partnership Attach copy of Partnership) A Limited Company Attach copy of Article of Association) Any other (mention the type)
6.	Place and Year of Incorporation
7.	Name of Directors/ Partners/ Proprietor/ Owner in the organization
8.	Name(s) and Designation of the persons, who is authorized to deal with HSCC (Attach copy of power of Attorney)
9.	Bank Details: 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

Signature of Bidder



Signature of HSCC

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

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

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

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

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

Signature of Bidder



Signature of HSCC

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

Section 4: Compensation for Damages

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

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


Section 5: Previous transgression

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

Section 6: Independent External Monitor / Monitors

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

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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