

EXPRESSION OF INTEREST
DOCUMENT FOR
EMPANELMENT OF STRATEGIC PARTNER FOR
BUSINESS DEVELOPMENT IN MEDICAL
LABORATORY SERVICES
AT
VARIOUS LOCATIONS IN INDIA

EoI No: EOI/HSCC/MLS/2023

Dated 31/10/2023



HSCC (INDIA) LTD.,

(A Government of India Enterprise)
E-6(A), SECTOR 1, NOIDA – 201 301, INDIA
TEL: 0120-2542436-40 FAX: 0120-2542447
Web : www.hsccltd.co.in

Notice Inviting Expression of Interest (Eoi) For Selection of Strategic Business Partner for Business Development for Projects in Medical Laboratory Services for different categories at Various Locations Across India

E-mail: cpg-group@hsccltd.co.in

HSCC (India) Ltd. a wholly owned subsidiary of NBCC India Limited (A Govt. of India Enterprise) hereby invites open online tenders from the experienced & eligible contractors get empaneled as Strategic Business Partners (SBP's) for business development and implementation of upcoming projects in medical laboratory services at various locations across India.

EOI Document No.	EOI/HSCC/MLS/2023 dated 31.10.2023
Name of the Work	Empanelment of Strategic Business Partners (SBP's) for business development and implementation of upcoming projects in medical laboratory services at various locations across India
Brief Scope of Work	Business development and implementation of upcoming projects in medical laboratory services at various locations across India
Earnest Money Deposit	N/A
Non-refundable cost of Tender document	Rs. 29,500/- (Rs. Twenty Nine Thousand Five Hundred Only) inclusive of GST @ 18.00% in the shape of Demand Draft in favour of "HSCC (India) Limited", payable at Noida/New Delhi.
Non-refundable cost of eTender processing fee	Rs. 2,950.00/- through e-payment gateway to RailTel Ltd.
Last date & time of submission of Online Tender	Up to 15/11/2023 by 15:00 hrs (IST)
Period during which hard copy in original of Cost of Tender Document and other document as per NIT shall be submitted.	Before and Up to 15:00 hrs (IST) on 15/11/2023 Venue of Submission of hard copies: Office of the HSCC (India) Ltd., Ground Floor, E-6(A), Sector-1, Noida, UP. – 201 301

Venue of Submission of hard copies	Corporate office: HSCC (India) Ltd. , E- 6(A), Sector – 1, NOIDA, (U.P.) - 201 301.
Date & Time of Opening of Technical Tender	15.11.2023 at 16:00 hrs.
Date & Time of Opening of Financial Tender	NA
Validity of offer	180 (One Hundred Eighty) days from the original date of submission of bid.
Pre-Tender Meeting & Venue	07.11.2023 at 15:00 hrs at HSCC (India) Ltd., E- 6(A), Sector – 1, NOIDA, (U.P.) - 201 301. A maximum of two representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder.

The tender document can be downloaded from website <https://hsc.enivida.com> and HSCC website www.hsccltd.co.in. **“Corrigendum, if any, would appear only on the website and not to be published in any News Paper”.**

SECTION-1 INSTRUCTIONS TO BIDDERS (ITB)

1. SCOPE OF EOI:

HSCC (India) Ltd. a wholly owned subsidiary of NBCC India Limited (A Govt. of India Enterprise) hereby invites Expression of Interest and Bid from eligible applicants for empanelment of Business Associates/strategic partners across India (South/North/East and West regions) for the business segments detailed below

Sl. No	Business Segment	Facilities offered
1	Medical Laboratory Services	a. Clinical Pathology b. Biochemistry c. Serology d. Hematology e. Immunology f. Microbiology g. Cytopathology h. Histopathology & Cytogenetics i. Molecular Diagnostics j. New born screening k. Electrophoresis l. Genetics m. Others

2.0 ***Selection of business segment and facilities offered at each unit shall be decided based on market potential and requirement of from HSCC. A separate RFQ will be floated seeking financial bid from empaneled partners as and when required.

3.1 Scope of Strategic Business Partner

- Incur all capital expenses of new Projects and business units as per the requirement of HSCC as and when the projects are assigned.
- Meet all the operational and recurring expenses during the day-to-day execution of the project
- Meet all statutory and regulatory guidance and requirements or as advised by HSCC.
- Business development in public and private sectors.

3.2 Scope of HSCC

- The complete Strategic Design, Planning and execution of the project
- Deployment of manpower and facilitation of maintenance of infrastructure for smooth and uninterrupted operations
- Maintain the quality standards and the SOP's
- Business development in public and private sectors.
- Routine Reports and Coordination with all stakeholders.

3.3 Revenue share Model

- a) Revenue generated from the project will be shared between HSCC and Strategic Partner.
- b) Book of accounts and all the documents relating to the project will be maintained by HSCC in a transparent manner. Necessary information and reports will be shared with strategic partner on regular basis.
- c) All the operational and other recurring expenses will be on account of the Strategic partner. The Strategic partner will advance adequate amount with HSCC to meet such expenses, which will be adjusted against revenue share.
- d) HSCC reserves right to retain a **minimum of 7% of revenue share** and for upward revision in the minimum revenue share in case of higher revenues.
- e) Post empanelment, through competitive bidding among the empanelled firms, Strategic partner shall be finalised for individual projects based on the highest revenue share they are willing to share with HSCC, over and above the minimum revenue share.
- f) Strategic partner will be entitled for the revenue after revenue share to HSCC and expenses.

4. SELECTION PROCESS

- a) The tentative strategic partners, who meets the terms and conditions of this EOI shall be evaluated and empanelled category wise after scrutiny. Qualification criteria for empanelment will be primarily the acceptance of the Revenue share terms as detailed in clause no. 3.3 and conformance to qualification criteria as per clause no, 5 with satisfactory submission of documents as per clause no. 7
- b) As and when requirement arises, based on the specific nature of the planned business project, HSCC will invite separate financial quotes from eligible empaneled Strategic Partners in the respective categories.

- c) Strategic Partner shall make independent assessment of proposed project and submit their financial quotes.
- d) Financial quote of the strategic partners shall specify the revenue share percentage acceptable to share with HSCC for this particular proposal. Financial quotes will be evaluated based on the revenue share percentage to HSCC over and above the minimum value mentioned in clause no. 3.3.
- e) The evaluation for the project would be done on the basis of offered revenue share percentage to HSCC.
- f) HSCC will have the right to reject proposals if they are found to be unacceptable.

5. QUALIFICATION CRITERIA AND OTHER TERMS & CONDITIONS

The bidder shall be evaluated in two stages :

1.) Pre-qualification stage

2.) Technical Evaluation of Proposal

The Bidder fulfilling pre-qualification criteria shall be shortlisted for further Technical Stage. The bidder should be fulfilling the following preconditions and must also submit documentary evidence in support of fulfillment of these conditions while submitting the technical bid. Bids from consortiums are not allowed.

HSCC reserves the right to verify the claims made by the Bidders and to carry out the capability assessment of the Bidders and the HSCC's decision shall be final in this regard. HSCC may, in its absolute discretion, waive any of the conditions and / or requirements in the Tender in respect of any or all the bidders.

5.1. PRE-QUALIFICATION		
Sr No.	Particulars	Documents Required
1	The Bidder should be an entity registered in India under the Company Act, 1956 (or) a firm registered under the Limited Liability Partnership Act, 2008 (or) a firm registered under the Partnership Act, 1932 for last 5 years as on 31 st March, 2023.	COI/MOA/AOA/Partnership Deed/Registration Certificate
2	The Bidder should have Positive Net Worth as on 31st March 2023.	Net worth Certificate from Chartered Accountant and Authorized Signatory
3	The Bidder should have Average annual turnover during last three financial years (2020-21 to 2022-23) from Lab Services should be at least Rs. 40 Crores.	Turnover Certificate from Chartered Audited and Certified Balance Sheet of last 3 Financial Years . CA Certified Prov. Bal Sheet for FY 2022-23 will be allowed
4	The bidder must have experience of implementation of at least one STATE LEVEL project of total Minimum value of Rs. 100 Cr for Mass screening including establishment/ operation and maintenance of Medical Laboratory Services in the In- House Laboratories at District /Civil Hospital Level on PPP/Wet lease basis along with integration, implementation, operations and maintenance of eHealth Solutions (i.e. LIS/HIS/ EMR, etc.) in last 3 (Three) years in any of the Central or State Government Ministries / Departments/PSUs.	Work Order + Satisfactory Performance Certificate from the client

5	The bidder must have experience of establishing/Operating and maintaining In- House Medical Laboratories at the Primary level of Health facilities like CHC's, PHC's SC, etc. on PPP/Wet lease basis based on Hub & Spoke Model with the facility of Sample Collection, managing sample Collection Centre, Transportation of Samples and handling Call Centre under One Single State level project in last three (3) years in any of the Central or State Government Ministries / Departments/PSUs.	Work Order + Satisfactory Performance Certificate from the client
6	The Bidder should have a valid GST Registration and PAN card.	The Bidder should have a valid GST Registration and PAN card.
7	The Bidder/Consortium Partner should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any of the Central or State Government Ministries / Departments, and should not have violated / infringed upon any Indian or foreign trademark, patent, registered design or other intellectual property rights.	Undertaking (Self Certification) on company letter head certified by authorized signatory.
8	The Bidder must possess valid certification of ISO 9001:2015	Copy of the certificate from authorized certifying agency. The certificate should be valid as on 31st March 2023.
9	The bidder must have own customisable laboratory information software suitable for the modifications as per the requirement of HSCC/Principals	
10	The firm who has been derecognized/debarred/banned/blacklisted by any State Government / Central Govt. Organization /State Medical Corporations/ Director Health Services and or convicted by any court of law can't participate in this EOI during the period of de-recognition / debarment/ Banned/blacklisted.	Affidavit Undertaking (Self Certification) on company letter head certified by authorized signatory.

11	The firm/directors shall not have any criminal record or should not have been convicted by any court of law in India or abroad.	Parties shall give a declaration to this effect.
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5.2 TECHNICAL EVALUATION OF THE PROPOSAL

The bidder has to get minimum 70 marks in Technical Evaluation Criteria will be technically qualified and eligible for empanelment.

Sr No.	Evaluation Criteria	Supporting Docs	Max Marks
1. Relevant Experience- 75 Marks			
1.1	Average annual turnover during last three financial years (2020-21 to 2022-23) from Lab Services should be at least Rs. 40 Crores. i >= 70 Cr: 10 Marks ii >= 60 Cr and < 70: 09 Marks iii >= 50 Cr and < 60: 08 Marks iv >= 40 Cr and < 50: 07 Marks	CA Certificate (As per Pre-Qualification Criteria)	10
1.2	The bidder must have experience of implementation of at least one STATE LEVEL project of total Minimum value of Rs. 100 Cr for Mass screening including establishment/ operation and maintenance of Medical Laboratory Services the In-House Laboratories at District /Civil Hospital Level on PPP/Wet lease basis along with integration, implementation, operations and maintenance of eHealth Solutions (i.e. LIS/HIS/ EMR, etc.) in last three (3) years in	Work Order + Performance Certificate from the client	30

	<p>any of the Central or State Government Ministries / Departments/PSUs.</p> <p>Providing Medical Laboratory Services to Govt. at the level of District Hospital/Civil Hospital under One State level Project:</p> <p>i. 70-80 DH/CH Labs- 30 Marks</p> <p>ii. 60-70 DH/CH Labs - 25 Marks</p> <p>iii. 50-60 DH/CH Labs - 20 Marks</p> <p>iv. 40-50 DH/CH Labs - 15 Marks</p> <p>*** Experience of Covid Testing shall not be counted in operating Medical Laboratory Services.</p> <p>***Bidder shall include its affiliate, subsidiary or associate Company/entity for the purpose of technical Evaluation</p>		
1.3	<p>The bidder must have own customizable laboratory information software suitable for the modifications as per the requirement of HSCC/Principals</p> <p>i Own Software – 10 Marks</p> <p>ii 3rd Party Software - 05 Marks</p> <p>Bidder shall include its affiliate, subsidiary or associate Company/entity for the purpose of technical Evaluation</p>	<p>Details/Brand/Registration Certificate of Software with proof of Ownership</p>	10

<p>1.4</p>	<p>The bidder must have experience of establishing/Operating and maintaining In- House Medical Laboratories at for In- House Medical Laboratories at the Primary level of Health facilities like CHC's, PHC's SC, etc on PPP/Wet lease basis based on Hub & Spoke Model with the facility of Sample Collection, managing sample Collection Centre, Transportation of Samples and handling Call Centre under One Single State level project in last three (3) years in any of the Central or State Government Ministries / Departments/PSUs. Providing Medical Laboratory Services to Govt. Labs at the Level of CHC's under One Sate level Project:</p> <ul style="list-style-type: none"> i. 250 - 350 Labs at CHC/PHC Level & 1000 and above Collection Centres- 25 Marks ii 150 - 250 Labs at CHC/PHC Level & 800 to 1000 Collection Centres-20 Marks iii 50 – 150 Labs at CHC/PHC Level & 600 to 799 Collection Centres - 15 Marks iv 00-50 Labs at CHC/PHC Level & 400 to 599 Collection Centres - 10 Marks <p>*** Experience of Covid Testing shall not be counted in operating Medical Laboratory Services. ****Bidder shall include its affiliate, subsidiary or associate Company/entity for</p>	<p>Work Order + Performance Certificate from the client</p>	<p>25</p>
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	the purpose of technical Evaluation.		
2. Technical Proposal, Presentation and Functional Demonstration - 25 marks			
2.1	<p>Presentation on suitability of Solution Proposed and Functional Demonstration of Solution on proposed modules. The presentation should cover following:</p> <ul style="list-style-type: none"> ● Understanding of the requirements ● Approach and Methodology ● Proposed Solution 	25	

After detailed evaluation of above details, as per marking system, EOI shall shortlist the bidder securing 70 or more marks. Such bidder shall be called “Technically Eligible bidder” and such technically eligible bidder shall be called for Presentation on Concept, Design, Methodology to execute the work etc.

General Terms

a.	While the Expression of Interest has been prepared in good faith, 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.
b.	The process of inviting EOI is for ascertaining various options available to HSCC. After evaluation / examination of the offers, HSCC may at its sole discretion decide further course of action.
c.	EOI participants are requested to keep the information and details strictly confidential.
d.	HSCC shall not be responsible for any expense incurred by Parties in connection with the preparation and delivery of their EOI and other expenses.

e.	Eligible bidders are requested to submit the Tender processing fee and EMD online on or before the due date as mentioned in the EOI. The bidders who failed to submit the tender fee and EMD before the submission deadline will be considered as technically non responsive
f.	HSCC reserves the right to engage more than one Strategic Partners for the same state/client
g.	HSCC reserves the right to reject any or all the Expressions of Interest without assigning any reason thereof.
h.	HSCC reserves the right to deal with the proposal in any manner without assigning any reasons for the same. The decision of HSCC in this regard shall be final.
i.	The Bidder to indemnify HSCC from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.

6. SUBMISSION OF BIDS

Instruction for Online Bid Submission

e-Nivida is the complete process of e-Tendering, from publishing of tenders online, inviting online bids, evaluation and award of contract using the system. You may keep a watch of the tenders floated under <https://hsc.enivida.com>.

The tender will invite for online Bids. Bidder Enrolment can be done using "**Bidder Enrollment**".

The instructions given below are meant to assist the bidders in registering on the e-Nivida Portal, and submitting their bid online on the portal as per uploaded bid. More information useful for submitting online bids on the eNivida Portal may be obtained at <https://hsc.enivida.com>

GUIDELINES FOR REGISTRATION:

Bidders are required to enrol on the e-Nivida Portal (<https://hsc.enivida.com/bidderRegistration/newRegistration>) or click on the link "**Bidder Enrollment**" available on the home page of HSCC e-tender Portal by paying the Registration fee of Rs.1000/- + Applicable GST

As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.

Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

The scanned copies of all original documents should be uploaded in pdf format on e- tender portal.

After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id enividahelpdesk@gmail.com, eprocurement@railtelindia.com, for activation of the account.

SEARCHING FOR TENDER DOCUMENTS

There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.

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

PREPARATION OF BIDS

Bidder should take into account any corrigendum published on the tender document before submitting their bids.

Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.

Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing size of the scanned document.

To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Documents” available to them to upload such documents.

These documents may be directly submitted from the “My Documents” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click “New” to upload new documents.

SUBMISSION OF BIDS

Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by HSCC.

Bidder has to select the payment option as per the tender document to pay the tender fee / EMD as applicable and enter details of the instrument.

In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.

Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to

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

The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

The uploaded bid documents become readable only after the tender opening by the authorized bid openers.

Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.

The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

For any clarification in using eNivida Portal:

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to e-tender

Portal in general may be directed to the Helpdesk Support.

Please feel free to contact eNivida Helpdesk (as given below) for any query related to e-tendering.

Phone No. 011-49606060/8448288988/8448288980/9355030630/9355030602

Mail id: - enividahelpdesk@gmail.com , eprocurement@railtelindia.com

The tender is invited in 2 Envelope system from the registered and eligible firms at HSCC e-tender portal:

a) Envelope - I (Tender Fee):

Tender fee (Non-refundable) as per the tender conditions shall be submitted separately, thru Demand Draft (DD).

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

b) Envelope -II (Technical bid):

Technical Bid should contain dully filled, signed and scanned soft copy documents as mentioned in Instructions to Bid (ITB) - Documents to be submitted along with the Bid.

Note: -

1. HSCC reserves the right to verify the credential submitted by the agency at any stage (before or after the award the work). 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:
 - a) The agency shall be liable for debarment from tendering in HSCC (India) Ltd., apart from any other appropriate contractual /legal action.
2. On demand of the Tender Inviting Authority, this whole set of certificates and documents shall be sent to the Tender 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 Tender Inviting Authority before the deadline mentioned. The Tender Inviting Authority reserves the right to reject any bid, for which the above details are not received before the deadline.
3. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.

7. DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID:

- Signed copy of EoI Document (**all pages of Bid documents to be signed& stamped**) by the Bidder as token of acceptance of the Terms & Conditions.
- EOI document fee

- Bid form as per **Annexure-1**
- Acceptance letter as per **Annexure -2**
- Affidavit as **Annexure-3**
- Declaration regarding the acceptance of the revenue share terms as mentioned in this EOI document
- Category for which empanelment is sought
- Proof of past performance – details of Medical Laboratory Project done during previous Five years in central or state sector with copies of work order/ MoU/Agreements as per the Qualification Criteria (Annexure-5)
- Copies of work order/ MoU/Agreements/client certificates proving experience of operating Government laboratories/ Client/PSU Labs as above
- Copy of valid ISO 9001:2015 certification
- Details of laboratory information system owned by the Bidder
- Copy of GST registration certificate
- Copy of certificate of incorporation/partnership deed
- Copy of PAN Card / Exemption certificate from Income Tax Department
- Turnover Certificate for last three financial years from Chartered Accountant
- Audited balance sheet and Profit and Loss statement for last three years
- Net worth statements from Chartered Accountant
- Power of attorney for signatory of EOI in Rs.100 stamp paper duly notarized
- **Signed Integrity pact Agreement** as per **Annexure-4** (duly signed by the person authorized to sign the bid on behalf of the bidder. The bidders are requested to download the Integrity Pact as uploaded in the tender documents, and sign on the same, put rubber stamp/seal and upload the signed copy on e-tendering websites). **Any Tender without signed Integrity pact shall be liable for rejection.**
- Performance Certificate as **Annexure - 5**
- A brief about Bidder's firm including
 - Background about the Firms, legal status of the company, number of staff, turnover and years in business etc.
 - The Core Competencies/ Core Area of working of the Organizations.
 - Experience in India, and/or other key markets.
 - If required HSCC may call for a presentation for assessment of capabilities.
 - Declaration regarding previous legal disputes
 - Declaration regarding non conviction in any illegal activities

- 8.1 The bids shall be opened online at the HSCC Office, E-6(A), Sector-1, Noida in the presence of the Bidders/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.
- 8.2 More details can be had from the Office of the Chief General Manager (HSCC) 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 Bidder during the e-procurement process.
- 8.3 A firm/bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.
- 8.4 **Online EOI Process:**
The EOI process shall consist of the following stages:
- i. Downloading of EOI document: EOI document will be available for free download on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>), HSCC's e-tender portal and HSCC's website.
 - ii. Pre-bid meeting: 07.11.2023 at 15.00 hrs. at the HSCC office at E6(A), Sector -1, Noida, UP.
 - iii. Publishing of Corrigendum: All corrigenda shall be published on Government eprocurement portal (URL: <https://etenders.gov.in/eprocure/app>), HSCC's e-tender portal and HSCC website and shall not be available elsewhere.
 - iv. Bid submission: Bidders have to submit their bids online along with supporting documents to support their eligibility, as required in this EOI document on HSCC e-tender portal. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
 - v. Opening of EOI and empanelment: The technical bids will be opened, evaluated and empaneled 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 bidders who meet the

technical evaluation criteria will be empaneled. After empanelment, as and when requirement arises, HSCC will invite RFQ from the empaneled bidders, based on the specific nature of requirement.

8.5 Tender Processing Fees and EOI Document Fee:

EOI Document fee (Non-refundable) as per the EOI conditions shall be paid separately, thru Demand Draft (DD).

Scanned copy of the above Document shall be uploaded at the locations separately while submitting the bids online.

Note: Any transaction charges levied while using any of the above modes of payment has to be borne by the bidder. The supplier / contractor's bid will be evaluated only if payment is effective on the date and time of bid opening. The bidders who failed to submit the tender fee and EMD before the submission deadline will be considered as technically non responsive.

8.6 HSCC reserves to themselves the right of accepting the whole or any part of the EOI and bidder shall be bound to perform the same at his quoted rates.

8.7 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 bidder 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.

8.8 Conditional bids and bids not uploaded with appropriate/desired documents may be rejected out rightly and decision of HSCC in this regard shall be final and binding.

8.9 HSCC reserves the right to verify the claims made by the bidders and to carry out the capability assessment of the bidders and the HSCC decision shall be final in this regard.

8.10 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.

8.11 Submission Process:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their bid online on HSCC's e-tender portal.

9. CLARIFICATION OF BIDS

9.1 To assist in the examination, evaluation, and comparison of bids, the EOI Inviting Authority may ask the bidder for required clarification on the information submitted with the bid. The request for clarification and the response shall be in writing or by email.

9.2 No Bidder shall contact the EOI Inviting Authority on any matter relating to the submitted bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the EOI Inviting Authority, he shall do so in writing.

10. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSES

10.1 During the bid opening, the EOI Inviting Authority will determine for each Bid whether it meets the required eligibility as specified in the note inviting EOI.

10.2 A substantially responsive bid is one which conforms to all the terms, conditions, and requirements of the bidding documents, without any deviation or reservation only will be considered.

10.3 Non submission of legible or required documents or evidences may render the bid non-responsive.

11. Deadline for Submission of the EOI for Interested bidders

11.1 Bid shall be received only online on or before the date and time as notified in EOI.

11.2 The Tender Inviting Authority, in exceptional circumstances and at its own discretion, may extend the last date for submission of bids, in which case all rights and obligations previously subject to the original date will then be subject to the new date of submission. The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time).

11.3 Modification, Resubmission and Withdrawal of EOIs

Resubmission or modification of bid by the bidders for any number of times before the date and time of submission is allowed. Resubmission of bid shall require uploading of all documents including price bid afresh.

11.4. If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

11.5. The Bidder can withdraw his/her bid before the date and time of receipt of the bid. The system shall not allow any withdrawal after the date and time of submission.

12. BID OPENING AND EVALUATION

EOIs of Interested bidders shall be opened on the specified date & time, by the EOI inviting authority or his authorized representative in the presence of bidders or their designated representatives who choose to attend.

13. BID OPENING PROCESS :

Opening of bids shall be carried out in the same order as it is occurring in invitation of bids or as in order of receipt of bids in the portal. The bidders & guest users can view the summary of opening of bids from any system. Bidders are not required to be present during the bid opening at the opening location if they so desire.

Envelope - I: Envelope- I Opening date shall be as mentioned in NIT/ EOI Document. (Envelop – I shall contain original Tender Fees).

Envelope - II: Opening date shall be as mentioned in NIT/EOI. The intimation regarding acceptance / rejection of their bids will be intimated to the contractors/firms through etendering portal.

If any clarification is needed from bidder about the deficiency in his uploaded documents in Envelope- I, he will be asked to provide it through HSCC e-tender portal/ HSCC CPG E-mail's. The bidder shall upload the requisite clarification/documents within time specified by HSCC, failing which tender will be liable for rejection. In extraordinary circumstances the bidders may be requested to submit the deficient documents intimated through the e-tendering portal additionally by email (As mentioned in the NIT)

In the event of the specified date of bid opening being declared a holiday for HSCC, the bids will be opened at the same time on the next working day.

14. CONFIDENTIALITY :

- 14.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award has been announced in favour of the successful bidder.
- 14.2 Any effort by a Bidder to influence the Purchaser during processing of bids, evaluation, bid comparison or award decisions shall be treated as Corrupt & Fraudulent Practices and may result in the rejection of the Bidders' bid.

15. CLARIFICATION OF BIDS :

- 15.1 To assist in the examination, evaluation, and comparison of bids, the Tender Inviting Authority may ask the interested bidder for required clarification on the information submitted with the bid. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted.
- 15.2 No Bidder shall contact the Tender Inviting Authority on any matter relating to the submitted bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Tender Inviting Authority, he shall do so in writing.

16. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

During the bid opening, the Tender Inviting Authority will determine for each Bid whether it meets the required eligibility as specified in the NIT and the required documents and certificates.

A substantially responsive bid is one which conforms to all the terms, conditions, and requirements of the bidding documents, without material deviation or reservation.

A material deviation or reservation is one: -

- which affects in any substantial way the scope, quality, or performance of the Works;
 - which limits in any substantial way, inconsistent with the bidding documents, the Purchaser's rights or the Bidder's obligations under the Contract;
- or
- Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive EOIs

If a EOI is not substantially responsive, it may be rejected by the Tender Inviting Authority, and may not subsequently be made responsive by correction or withdrawal of the nonconforming material deviation or reservation.

Non submission of legible or required documents or evidences may render the bid nonresponsive.

Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.

In case only single bid is received, then the purchaser reserves the right to accept/reject the bid as per prevailing norms of GFR and CPP portal, or to go for retender.

17. BID VALIDITY

17.1 Bids shall remain valid for the period of **5 years** from the date of empanelment. A bid valid for a shorter period shall be rejected by HSCC as non-responsive.

17.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Tendering Authority may request the bidders 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. A bidder may refuse the request without forfeiting its bid security (if applicable). A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security (if applicable) for the period of the extension.

18. DELETED

19.0

19.1 The bidder/ agency shall be put under holiday list for a period of two years and shall not be eligible to bid for HSCC (India) Ltd.

(a) If a Bidder:

- Changes its offer/bid during the period of bid validity or during the validity of the contract.
- Does not accept the correction of errors

(b) In the case of the successful Bidder, if the Bidder fails:

- To sign the Agreement
- To deliver the material within stipulated time frame as per PO.

- To accept the Notification of award/Letter of Indent/ Purchase order and/or submit the security deposit.
- To acknowledge the Notification of award/Letter of Indent/ Purchase order within 5 days from the date of issue by sending the signed copy of the same.

19.2 In such cases the work shall be rearranged at the risk and cost of the selected bidder.

20. TENDER PROCESSING FEE

20.1 For e-tenders, the mode of remittance of Tender processing Fee shall be the same as detailed. For e-tenders, interested bidders shall remit the Tender fee using the payment options as mentioned in the e-tender in HSCC e-tender portal only.

20.2 Any bid not accompanied by the Tender Fee as notified, shall be rejected as nonresponsive.

20.3 Tender Fee remitted will not be refunded.

21. ALTERATIONS AND ADDITIONS

21.1 The bid shall contain no alterations or additions, except those to comply with instructions, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

21.2 The Interested bidder shall not attach any conditions of his own to the Bid. The Bid price must be based on the tender documents. Any bidder who fails to comply with this clause will be disqualified.

22. EMPANELMENT:

22.1 Qualified parties will be Empanelled from the date of Notification of Award.

22.2 The EOI Inviting Authority reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all bids at any time prior to the empanelment, without thereby incurring any liability to the affected Bidder or Bidders.

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

22.4 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 strategic partners.

23. CONFLICT OF INTEREST.

The selected Strategic Partners 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 contract that would be in conflict of interest with their current obligations. The selected Strategic Partner 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 awarded the assignment.

24. 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 award/ agreement/empanelment at any time for any reason without any liability on HSCC. HSCC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or part; if the Strategic partner fails to perform any obligation(s) under the empanelment. In such event the Strategic partner will be liable for all the consequent losses to HSCC.

25. COURT JURISDICTION:

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

26. INDEMNITY

The Interested Bidder 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/Bidders/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 /Bidders.(iii) any product/service liability claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this Contract by bidder or its affiliate.

27. HSCC'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

- 27.1 HSCC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award Contract award, without thereby incurring any liability to the affected bidder or bidders.
- 27.2 HSCC does not bind itself to accept the lowest or any bid and reserves the right to reject any or all bids at any point of time prior to the issuance of the Notice of award/Letter of intent/Purchase order without reason whatsoever.
- 27.3 HSCC reserves the right to resort to retendering 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 bids from the bidders due to such changes, if any.
- 27.4 Canvassing of any kind will be a disqualification and the purchaser may decide to cancel the bidder from its empanelment.
- 27.5 HSCC reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the purchaser's action.

28. GOVERNING LANGUAGE

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

29. TERMINATION

HSCC reserve right to terminate/ cancel the Notification of award/ Letter of Intent/ Purchase order at any time for any reason without any liability on HSCC.

30. INTEGRITY PACT

Pre-Contract Integrity Pact and Independent External Monitor. The Integrity pact annexed shall be part and parcel of this document, and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre bid obligation and should be submitted along with the financial and technical bids. All the bidders are bound to comply with the Integrity Pact clauses. Bids submitted without signing Integrity Pact will be ab initio rejected without assigning any reason.

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

The email id of the Independent External Monitor for HSCC is given below. Email id is mentioned at HSCC website www.hsccltd.co.in

31. RESTRICTIONS UNDER RULE 144 (XI) OF GFR 2017 FOR BIDDERS FROM A COUNTRY SHARING LAND BORDER WITH INDIA.

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority, as per order no F.No.6/18/2019-PPD dated 23-July-2020 (Rule 144 (xi) of GFR) inclusive of the latest amendments issued by Ministry of Finance, GOI at Appendix of this bidding document. The bidder must comply with all provisions mentioned in this order. A self-declaration with respect to this order must be submitted.

32. PROVISIONS OF PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER 2017

Statutory exemptions as per relevant guidelines shall be applicable for MSE vendors. Preferences for Make in India products / services shall be applicable in line with Government Order No. P-45021/12/2017PP (BE-II), 2017 (published by Department for Promotion of Industry and Internal Trade) inclusive of the latest amendments. Self-declaration to be submitted to claim MAKE IN INDIA preference.

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

BID FORM

Ref:

Date:

To,

HSCC (India) Limited, E-6(A), Sector 1,

Noida – 201 301

Website –

Dear Sir,

EOI: EMPANELMENT OF STRATEGIC PARTNER FOR BUSINESS DEVELOPMENT IN MEDICAL LABORATORY SERVICES AT VARIOUS LOCATIONS IN INDIA

EOI No. EOI/HSCC/MLS/2023

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

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

We declare that the above quoted price for services is firm and shall not be subject to any variation for the entire period of the assignment. We further declare that the above quoted prices include all taxes as on the date of bid submission, duties and levies payable by us under aforesaid assignment.

In case a formal final Contract is not prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us.

We, the Bidder 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/Bidders breach of any of its warranties, representations, covenants or obligations set forth herein or (ii) the negligent act or omission of the Manufacturer/Bidders. (iii) any product liability claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this Contract by bidder or any affiliate.

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

Dated this [insert: number] day of [insert: month], [insert: year].

Signature.....

Name.....

Full Address with contact person Name,

Phone number and

Email Designation and

Common Seal...

"UNCONDITIONAL LETTER OF ACCEPTANCE OF TENDER CONDITIONS"

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

To,
HSCC (India) Limited,

Sub: Tender for **"Expression of Interest (Eoi) For Selection of Strategic Business Partner for Business Development for Projects in Medical Laboratory Services for different categories at Various Locations Across India"** (EOI No. EOI/HSCC/MLS/2023)

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

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

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

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

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

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

8. The person who has signed the tender documents is our authorized representative. The

Company is responsible for all of his acts and omissions in the tender.

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

DEPONENT

Verified atthis.....day of

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

LITIGATION HISTORY
(On letterhead of the applicant)

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

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

Authorized Signatory of bidder

INTEGRITY PACT AND AGREEMENT

(Attached Separately)

Integrity Pact and Agreement – (as per **Annexure-4**) - duly signed by the person authorized to sign the bid on behalf of the bidder. The bidders are requested to download the Integrity Pact as uploaded in the tender documents, and sign on the same, put rubber stamp/seal and upload the signed copy on e-tendering websites. **Any Tender without signed Integrity pact shall be liable for rejection.**

Annexure 5 - Performance statement from chartered accountant

This is to certify that M/s has successfully implemented the following healthcare projects

Financial year	List of works of similar nature executed	Contract Number and Date	Contract price of assignment	Revenue/ Turn over generated from this contract during Financial Year	Address of Client with Phone No.
2020-21					
2021-22					
2022-23					

(Copies of Work order/Agreement/ MoU /Client certificates are to be submitted of the above mentioned assignments)

(Signature with Office Stamp)

Name & Designation

Date :.....

UDIN No.

**Signature of Chartered
Accountant with Seal**

(Signature of Applicant)

INTREGRITY PACT & AGREEMENT

BETWEEN

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

AND

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

Preamble

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

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

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the Integrity Pact by all parties concerned, for all works covered in the Project.

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

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

Section 1 – Commitments of the Principal

Obligations on Principal

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

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

Signature of Bidder



Signature of HSCC

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

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

Obligations on Bidder/Contractor

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

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

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

Signature of Bidder

Signature of HSCC

- (a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage, of any kind whatsoever, during the tender process or during the execution of the contract.
- (b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. It shall be incumbent on the Indian agent and the foreign principal to Adhere to the relevant guidelines of Government of India, issued from Time to time regarding availing services of Indian Agents for foreign Suppliers.
- Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
- (e) The Bidder(s) / Contractor(s) will, when submitting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (f) The Bidder(s) / Contractor(s) to disclose any transgression with any other company that may impinge on the anti-corruption principle.
- (3) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- (5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm

Signature of Bidder



Signature of HSCC

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

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

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

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

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

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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