

Expression of Interest (EOI) document
for
Empanelment of Strategic Partners for
Collaborating with HSCC for the Implementation
of E Library Projects in Medical / Dental Colleges
along with Procurement of E Resources

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

Dated: 25/09/2023



HSCC INDIA LIMITED
(A Govt. of India Enterprise)
E-6 (A) Sector-1 Noida, UP – 201301, India
Website – www.hsccltd.co.in
Email: itprojects@hsccltd.co.in

HSCC INDIA LIMITED
(A Government of India Enterprise)
E 6 (A), Sector – 1, Noida, UP – 201301, India
NOTICE INVITING EXPRESSION OF INTEREST

EOI No: HSCC/IT/EOI/2023-24/01

Date: 25/09/2023

HSCC India limited (HSCC), a government of India enterprise, invites Expression of Interest (EOI) from interested IT company for the “Empanelment of strategic partners for collaborating with HSCC for the implementation of E Library projects along with Procurement of E Resources for the period of 5 years.”

Sl. No.	Particulars	Description
1	Name of EOI	Expression of Interest document for Empanelment of Strategic Partners for Collaborating with HSCC for the Implementation of E Library Projects along with Procurement of E Resources.
2	EOI Number	HSCC/IT/EOI/2023-24/01
3	Date of floating EOI	25/09/2023
4	Pre-EOI Queries Last Date	27/09/2023 till 5:30 pm
5	Last Date and Time for Online Submission of EOI	03/10/2023 till 3:00 pm
6	Date and Time of Opening of EOI	03/10/2023 at 3:30 pm
7	EOI Document Fee	Rs. 50,000/- (Including GST)
8	Eligibility criteria for Applicants	As per EOI Document
9	Address for Communication at HSCC regarding the EOI.	CGM HSCC India Limited E 6 (A), Sector – 1, Noida, UP – 201301 E-mail: itprojects@hsccltd.co.in

1. GENERAL INSTRUCTIONS TO APPLICANTS

- 1.1. This EOI is an e-EOI and is being published online in Government e-Procurement portal, <https://eEOIs.gov.in/eprocure/app> & HSCC's e-EOI portal www.hsccltd.co.in including HSCC's website www.hsccltd.co.in.
- 1.2. EOI documents can be downloaded from the www.hsccltd.co.in. All Corrigendum /extension regarding this e-EOI shall be uploaded on this website i.e., www.hsccltd.co.in.
- 1.3. The EOI and its corrigendum/extension will also be published in HSCC's website, URL address www.hsccltd.co.in.
- 1.4. The EOI process is done online only at HSCC's e-EOI portal (URL address: www.hsccltd.co.in). Aspiring Applicants may download and go through the EOI document. All EOI documents are to be submitted online only and in the designated cover(s)/envelope(s) on the HSCC's e-EOI portal. EOIs/EOIs shall be accepted only through online mode on the HSCC's e-EOI portal and no manual submission of the same shall be entertained. Late EOIs will not be accepted.
- 1.5. The complete EOI process is online. Applicants should be in possession of valid Digital Signature Certificate (DSC) of class III or above for online submission of EOIs. Prior to EOI DSC need to be registered on the website mentioned above i.e. HSCC's e-EOI portal www.hsccltd.co.in. If the envelope is not digitally signed & encrypted the HSCC shall not accept such open EOIs for evaluation purpose and shall be treated as non-responsive and shall be summarily rejected.
- 1.6. Applicants are advised to go through links available on the e-EOI portal for guidelines, procedures & system requirements. In case of any technical difficulty, Applicants may contact the helpdesk numbers & email ids mentioned at the e-EOI portal.
- 1.7. Applicants are advised to visit HSCC's e-EOI portal www.hsccltd.co.in regularly to keep themselves updated, for any changes/modifications/any corrigendum in the EOI Enquiry Document.
- 1.8. The Applicants are required to submit their EOIs electronically on the HSCC's e-EOI portal, using valid Digital Signature Certificates.
 - 1.8.1. Preparation of EOI
 - 1.8.1.1. Applicant should consider any corrigendum published on the EOI document before submitting their EOIs.
 - 1.8.1.2. Please go through the EOI document carefully to understand the documents required to be submitted as part of the EOI. Please note the number of covers in which the EOI documents must be submitted online, the number of documents - including the names and content of each of the document that need to be submitted online. Any deviations from these may lead to rejection of the EOI.
- 1.9. More information useful for submitting online EOIs on the HSCC's e-EOI portal may be obtained at www.hsccltd.co.in
- 1.10. Applicants are required to upload the digitally signed file of scanned documents. EOI documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Uploading application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.
- 1.11. Applicants are requested to kindly mention the URL of the portal and EOI ID in the subject while emailing any issue along with the contact details.
- 1.12. Any queries relating to the EOI document and the terms and conditions contained therein should be addressed to the EOI Inviting Authority for a EOI or the relevant contact person indicated in the EOI. Address for communication and place of opening of EOIs:
CGM
HSCC India Limited
E 6 (A), Sector 1, Noida - 201301, UP, India
Email: itprojects@hsccltd.co.in

- 1.13.** The EOIs shall be opened online at the Office of the CGM in the presence of the Applicants/their authorized representatives who wish to attend at the above address. If the EOI opening date happens to be on a holiday or non-working day due to any other valid reason, the EOI opening process will be done on the next working day at same time and place.
- 1.14.** More details can be taken from the Office of the CGM during working hours. The EOI Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Applicant during the e-EOI process.
- 1.15.** An IT firm/applicant shall submit only one EOI. A Applicant (either as a firm or as a company or as LLP/ Joint Venture / Consortium) who submits or participates in more than one EOI will cause all the proposals in which the Applicant has participated to be disqualified.
- 1.16.** Online EOI Process:
The EOI process shall consist of the following stages:
- i. Downloading of EOI document: EOI document will be available for download on www.hsc.enivida.com
 - ii. Pre-EOI meeting: 27.09.2023 at 11.00 hrs
 - iii. Publishing of Corrigendum: All corrigenda shall be published on www.hsc.enivida.com.
 - iv. EOI submission: Applicants must submit their EOIs along with supporting documents to support their eligibility, as required in this EOI document on Government e-procurement portal. No manual submission of EOI is allowed and manual EOIs shall not be accepted under any circumstances.
 - v. Opening of Technical EOI and Applicant short-listing: The technical EOIs will be opened, evaluated, and empanelled as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. All the Applicants who meet the technical evaluation criteria will be empanelled. After empanelment, as and when requirement arises, HSCC will invite Request for Quote (RFQ) from the empanelled Applicants, based on the specific nature of requirement.
- 1.17.** HSCC does not bind themselves to accept any EOI or to give any reasons for their decisions which shall be final and binding on the Applicants.
- 1.18.** In case, it is found during the evaluation or at any time before placing of PO or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the applicant or the applicant has made material misrepresentation or has given any materially incorrect or false information, appropriate legal/penal etc., action shall be taken by HSCC as deemed fit.
- 1.19.** Conditional EOIs and EOIs not uploaded with appropriate/desired documents may be rejected out rightly and decision of HSCC in this regard shall be final and binding.
- 1.20.** HSCC reserves the right to verify the claims made by the Applicants and to carry out the capability assessment of the Applicants and the HSCC decision shall be final in this regard.
- 1.21.** HSCC reserves the right to amend or withdraw any of the terms and conditions contained in the EOI document including scope of work or reject any or all EOIs without giving any notice or assigning any reasons.
- 1.22.** Submission Process: For submission of EOIs, all interested Applicants must register online as explained above in this document. After registration, Applicants shall submit their EOI online on www.hsc.enivida.com

2. Instructions to the Applicants (ITA)

2.1. INTRODUCTION:

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

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

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

2.2. GENERAL INFORMATION TO THE APPLICANTS

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

2.3. SCOPE OF THE EOI

The HSCC invites EOIs from the eligible, competent, and experienced Applicants who can execute the scope and as per other EOI conditions and/or are willing to act as strategic partner for implementation of the project. Qualified Applicants will be

empanelled as STRATEGIC PARTNERS (SP) after finalization of EOI. A separate Request for Quote will be issued to empanelled firms as and when requirement arises for finalization of SP for a particular project.

2.4. ELIGIBLE APPLICANTS

- 2.4.1. A applicant should have eligibility criteria as mentioned in the Clause 3.1 of the EOI document to submit EOIs.
- 2.4.2. A firm/applicant shall submit only one EOI in the same empanelment process. An Applicant who submits or participates in more than one EOI will cause all the proposals in which the applicant has participated to be disqualified.
- 2.4.3. The following shall also be considered while assessing the eligibility of the applicant.
 - 2.4.3.1. The Applicant should be an Indian firm
 - 2.4.3.2. Joint venture / Consortium is allowed to participate in the EOI (for details refer Annexure-6 attached to this document)

2.5. SUBMISSION OF EOI

- 2.5.1. The Interested applicant shall submit their EOI online only through the HSCC's e- EOI portal (URL: <https://www.hscenivida.com>) as per the procedure laid down for e-submission as detailed in the web site. The Applicant shall fill up the documents and submit the same online using their Digital Signature Certificate. Copies of all certificates and documents shall be uploaded while submitting the EOI online. On successful submission of EOIs, a system generated receipt can be downloaded by the applicant for future reference.
- 2.5.2. The EOI is invited in 2 Envelope system from the registered and eligible firms.
 - 2.5.2.1. **Envelope - I (EOI document Fee):**
 - 2.5.2.1.1. EOI Document fee (Non-refundable) as per the EOI conditions shall be submitted separately in the form of Demand Draft (DD in favour of HSCC payable at Noida/Delhi) before last date of submission of EOI.
 - 2.5.2.1.2. Document of the above transactions completed successfully by the applicants, shall be uploaded separately while submitting the EOIs online.
 - 2.5.2.1.3. MSMEs & Start-ups are not eligible for exemption from EOI Document Fee.
 - 2.5.2.2. **Envelope -II (Technical EOI):**
 - 2.5.2.2.1. Technical EOI should contain dully filled, signed, and scanned soft copy documents as mentioned in Clause 4.7
 - 2.5.2.3. **Additional Points**
 - 2.5.2.3.1. HSCC reserves the right to verify the credential submitted by the agency. If at any stage, any information/documents submitted by the applicant is found to be incorrect/false or have some discrepancy which disqualifies the firm then HSCC shall take strict action against the applicant.
 - 2.5.2.3.2. The agency shall be liable for debarment from participation in HSCC apart from any other appropriate contractual/legal action.

2.6. DEADLINE FOR SUBMISSION OF THE EOI FOR INTERESTED APPLICANTS

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

2.7. EOI OPENING

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

2.8. EXAMINATION OF EOI AND DETERMINATION OF RESPONSES

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

2.9. CLARIFICATION ON EOI

- 2.9.1. To assist in the examination, evaluation, and comparison of EOIs, the EOI Inviting Authority may ask the applicant for required clarification on the information submitted with the EOI.
- 2.9.2. The request for clarification and the response shall be in writing or by e-mail.
- 2.9.3. No Applicant shall contact the EOI Inviting Authority on any matter relating to the submitted EOI from the time of the EOI opening to the time the applicant is empanelled or summarily rejected.

2.10. CONFIDENTIALITY

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

2.11. EMPANELMENT VALIDITY

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

2.12. EOI DOCUMENT FEE

- 2.12.1. The EOI Document fee (Non-refundable) as per the EOI conditions shall be submitted separately in hard copy as well soft copy (also uploading online on portal).
- 2.12.2. Document of the above completed successfully by the applicant, shall be uploaded at the locations separately while submitting the EOIs online.
- 2.12.3. Note: Any charges levied while using enivida portal must be borne by the applicant. The applicant will be evaluated only if valid Document/ fee are submitted.
- 2.12.4. The Applicants who failed to submit the EOI document fee before the submission

deadline will be considered as technically nonresponsive.

2.13. ALTERATION AND ADDITIONS

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

2.14. NOTIFICATION OF EMPANELMENT (NOE)

- 2.14.1. Prior to the expiration of the period of EOI validity, the HSCC will notify the successful applicants in writing by registered letter or by email, to be confirmed, that its EOI has been accepted.
- 2.14.2. The notification of Empanelment will constitute the formation of the EOI. The applicant shall give acknowledgement of the Notification of Empanelment within 7 days from the date of issue. The conditions mentioned in the Notification of Empanelment will be mutually binding for both the parties and the Applicant and the purchaser shall abide by the same.
- 2.14.3. The NOE is liable to be cancelled, if the applicant is unable to comply with or violates any of the terms and conditions laid down in this EOI document/NOE

2.15. EMPANELMENT

- 2.15.1. Qualified parties will be empanelled from the date of Notification of Empanelment.
- 2.15.2. The EOI Inviting Authority reserves the right to accept or reject any EOI and to cancel the EOI process and reject all EOIs at any time prior to the empanelment, without thereby incurring any liability to the affected Applicant or Applicants.
- 2.15.3. Empanelment will be initially valid for a period of 60 months from the date of Notification of Empanelment and the same can be extended after reviewing the performance.
- 2.15.4. During the tenure of empanelment, as and when requirement arises, based on the specific nature of the project HSCC will invite separate financial quotes from eligible empanelled SP.

2.16. CONFLICT OF INTEREST

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

2.17. TERMINATION

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

2.18. COURT JURISDICTION

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

2.19. INDEMNITY BOND

- 2.19.1. The Interested Applicant shall indemnify, defend and hold harmless Government of India and HSCC, its Affiliates, officers, directors, employees, agents, and their respective successors and assigns, from and against any and all loss, damage, claim, injury, cost or expenses (including without limitation reasonable attorney's fees), incurred in connection with third Party claims of any kind that arise out of or are attributable to (i)

Manufacturer's/Applicants/service providers breach of any of its warranties, representations, covenants or obligations set forth herein or (ii) the negligent act or omission of the Manufacturer /Applicants/Service Providers.(iii) any product/service liability claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this EOI by applicant or its affiliate.

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

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

2.21. CONTACTING HSCC

- 2.21.1. From the time of EOI opening to the time of Empanelment of the agency, if any Applicant wishes to contact HSCC on any matter related to the EOI, he shall do so in writing by sending email to itprojects@hsccltd.co.in.
- 2.21.2. If a Applicant tries to influence HSCC directly or otherwise interfere in the EOI evaluation process and the EOI empanelment decision, his EOI will be rejected.

2.22. GOVERNING LANGUAGE

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

2.23. TERMINATION

- 2.23.1. HSCC reserve right to terminate/ cancel the Notification of Empanelment/Letter of Intent/ at any time for any reason without any liability on HSCC.

2.24. LICENCE AND PERMITS

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

2.25. EMPLOYEES OF HSCC NOT INDIVIDUALLY LIABLE

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

him by any person.

2.26. INTEGRITY PACT

2.26.1. Pre-EOI Integrity Pact and Independent External Monitor

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

3. SELECTION PROCESS

3.1. ELIGIBILITY CRITERIA FOR APPLICANTS

The applicant should be fulfilling the following preconditions and must also upload/submit documentary evidence in support of fulfilment of these conditions while submitting the EOI.

3.1.1. Financial and legal Capability

The Applicant shall furnish documentary evidence from company Chartered Account supported with Audited Balance sheets that it meets the following financial requirement(s):

- 3.1.1.1.** Applicant or Publisher or their authorized distributors or Content aggregator should have a Minimum average annual turnover during Three financial years (FY 2019 - 20, FY 2020-21, FY 2021-22) from the date of submission for Rs.30 Cr (Thirty Crores.) Applicant should also submit Provisional Final Accounts duly certified by CA for the Year 2022-23.
- 3.1.1.2.** Applicant or Publisher or their authorized distributors or Content aggregator Financial Net worth shall be positive. Documentary evidence from the company Chartered Account to be provided.
- 3.1.1.3.** Applicant or Publisher or their authorized distributors or Content aggregator should be a legally registered entity in India since last 3 (three) years as on the date of submission. Applicant to submit Documentary evidence of Registration along with the EOI proposal

3.1.2. Experience

The Applicant shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s)

- 3.1.2.1.** Publisher or their authorized distributors or Content aggregator should have experience in providing Licensed Access to E-books / E-journals / E research Material / Learning Videos & Objective Assessments minimum Cumulative order value of Rs. 3 crores during the last 3 financial years to any of Government Educational Institutions / State Government/ Central Government/Semi Government Institutions/ Government Universities /UGC recognized Universities/ UGC recognized Institutions.
- 3.1.2.2.** Publisher or their authorized distributors or Content aggregator should have minimum experience of 3 year in terms of years in service of providing Licensed Access to E-books / E-journals / E research Material / Learning Videos & Objective Assessments to any of Government Educational Institutions / State Government/ Central Government/Semi Government Institutions/ Government Universities /UGC recognized Universities/ UGC recognized Institutions.

3.1.3. Additional Other Evidence

Applicant or Publisher or their authorized distributors or Content aggregator shall furnish documentary evidence to demonstrate for the following:

- 3.1.3.1.** Applicant or Publisher or their authorized distributors or Content aggregator participating in the EOI process shall submit at least three Publisher's Authorization Letters as per Annexure 5 along with List of E Books Titles, Authors, ISBN/ E-ISNN or E Journals with their E-ISNN / ISNN or E Material with Details, Learning

Videos with Count per Subject / Specialities and Objective Assessments with Number of MCQS on publishers letterhead for the listed E Resources as per **Clause 4.4.2.**

- 3.1.3.2.** Publishers Authorization Letter or Sub Authorization Letter in the format Mentioned in Annexure 5 from the Exclusive Authorized Agent for the Projects will also be Accepted. In case of Joint Venture or Consortium Authorization Letter can be on the name of any member. Applicant Should Attach the Exclusive Authorization Letter of the Exclusive Agents along with the Sub Authorization Letter.

4. SCOPE OF WORK FOR THE STRATEGIC PARTNER

4.1. INTRODUCTION

In an age where knowledge is the key to progress and innovation, harnessing the power of technology has become imperative. HSCC (India) Limited recognizes the vital role that technology plays in bridging knowledge gaps and propelling advancements in the field of medical and dental education. As part of our joint commitment to supporting the Central/State Governments, Public Sector Units (PSUs), and Autonomous Bodies, we are embarking on an ambitious initiative – the establishment of E-libraries in Medical and Dental Colleges, accompanied by licensed access to the latest and updated E-books, E-journals, and E-research materials. The advent of the digital era has transformed the way we acquire, disseminate, and apply knowledge. E-books and E-resources have emerged as indispensable tools in this evolution, revolutionizing the traditional learning landscape. The benefits of embracing E-books and E-resources are multifaceted and promise to reshape the educational paradigm in the healthcare sector. First and foremost, E-books and E-resources offer unparalleled accessibility. In a world where time is of the essence, these digital assets provide instant access to a wealth of information, enabling students, educators, and researchers to delve into the most up-to-date materials at their convenience. No longer bound by the limitations of physical libraries, learners can access a vast repository of knowledge with just a few clicks, transcending geographical barriers. Moreover, E-books and E-resources empower individuals to engage with content in diverse formats. Interactive multimedia elements, hyperlinks, and search functionalities enhance the learning experience, making complex topics more comprehensible and engaging. This dynamic approach not only fosters a deeper understanding of the subject matter but also encourages critical thinking and exploration. Furthermore, the cost-effectiveness of digital resources cannot be overstated. Physical textbooks and journals often come with hefty price tags, limiting access for many students. E-books and E-resources eliminate such financial barriers, democratizing education and ensuring that knowledge is accessible to all, regardless of economic background. Additionally, these digital assets are environmentally friendly, reducing the need for printed materials and contributing to a sustainable future. The conservation of resources aligns with our collective responsibility to protect the environment for generations to come. In summary, the introduction of E-libraries and licensed access to E-books, E-journals, and E-research materials in Medical and Dental Colleges is a forward-looking initiative, supported by HSCC (India) Limited, that harnesses the power of technology to revolutionize education in the healthcare sector. By embracing these digital resources, we not only enhance accessibility and affordability but also promote interactive learning, critical thinking, and environmental sustainability. Through this joint endeavor, HSCC (India) Limited reaffirms its commitment to fostering knowledge, innovation, and progress in the field of healthcare education. Together, we embark on a journey toward a brighter and more connected future. The Strategic Partner must associate with HSCC for implementation of these projects. Strategic Partner will be responsible for successful roll-out of projects for respective clients.

4.2. SCOPE OF WORK

The scope of work for the Web Application and mobile application (Android & IOS white labelled App) with online Check-in & Check-out of Physical Books as well within campus includes the following functionalities:

- 4.2.1. Seamless information provision: Users with a single login ID will have access to digital content from anywhere and at any time through both the Web Application and mobile application (Android & IOS, branded App)
- 4.2.2. Interactive Control Management: The solution will provide help resources such as training videos and articles to assist users in utilizing the e-Library effectively, Monthly Online Training (Institutional Level, Mandatory)
- 4.2.3. Integrated email service: Users will receive membership information emails and newsletters through an integrated email service, push notification through Mobile App keeping them informed about new features and updates, Monthly / Quarterly Updates / also new version of the platform if any need to be provided free of cost.
- 4.2.4. User Groups: Users will be grouped based on categories, allowing them to access specific resources relevant to their group, unlimited groups can be created.
- 4.2.5. Security: The solution will employ automatic logic-based checks to prevent system abuse and ensure the security of the platform.
- 4.2.6. Reporting Module: A comprehensive reporting module will generate reports (can be customized based on requirement without any additional cost over the period of next 60 months) on the usage of E resources, Enabling effective utilization and optimization towards specific e-resources. The Applicant should enclose documentary evidence of supply reports, and tracking reports to show the proficiency in the field of e-resource delivery processes at half yearly intervals.
- 4.2.7. Management Dashboard (5 Admins per Institution): The solution will include a management dashboard that provides a snapshot of user data, location, downloads, top e-resources, top users, and an admin module for administrators to activate/deactivate subscriptions and manage memberships.

4.3. THE BRANDED UNIFIED PLATFORM E LIBRARY:

- 4.3.1. Content Management: The Supplier will handle the management of digital content within the e-Library, including organization, updates, and maintenance.
- 4.3.2. Search facilities for E Resources: The solution will include robust search functionality that allows users to find both subscribed and open-source e-Resources efficiently.
- 4.3.3. Report generation on usage statistics: The solution will provide a reporting feature that generates detailed usage statistics, enabling us to analyse and assess the utilization of e-Resources.
- 4.3.4. Integration of web OPAC across all libraries: The Supplier will integrate the e-Library solution with the web OPAC (Online Public Access Catalogue) systems of all libraries, ensuring a unified and seamless experience for users.
- 4.3.5. The Supplier will provide a custom mobile application (branded) for the library, encompassing and providing all the features available on the e-Library Web Application, thereby extending the accessibility and convenience of the platform to mobile users.

4.4. TECHNICAL SPECIFICATIONS

4.4.1. E Library Platform

1	Functional Requirements	Yes /No
2	Use consistent unified or common themes.	
3	The homepage and all-important entry pages of the Web Application must clearly display ownership information either in header or footer. (White labelled)	
4	Banner shall have Institution, Logo and Text.	
5	Architecture should have flexibility to be scalable.	
6	High reliability – the Web Application should be robust enough to protect itself against possible user errors.	
7	Secured to protect from internal and external accidental or malicious access, misuse or modification. Implementation of e-books Platform shall be deployed and maintained on a cloud server sourced by the successful Publisher or their authorized distributors or Content aggregator. The security of this cloud platform will be the responsibility of the Publisher or their authorized distributors or Content aggregator. Publisher or their authorized distributors or Content aggregator will take all possible measures to ensure its security.	
8	User Interface Requirements:	
9	The Web Application shall have a visually appealing and uniquely identifiable colour scheme consistent across the entire interface, reflecting the Library's requirements.	
10	User interface navigation must be understandable without training and the information must be logically organized.	
11	The user interface shall be lightweight and responsive.	
12	The user interface shall be compliant with established industry standards.	
13	Provide universal accessibility	
14	The library shall be accessible to all irrespective of technology platforms and devices. The firm should consider the broad number of mobile devices such as iPad, tablets and smartphones (Android / iOS)	
15	The E Library shall allow the registration of up to 50,000 users of the library and at least 30,000 concurrent access.	
16	The E Library shall provide Off Campus Access to the subscribed content on the internet from anywhere anytime (24x7).	
17	The e-Library shall have the login facility with user registration and LDAP integration at the time of registration.	
18	The e-Library shall be hosted in cloud service based in India.	

19	Features of the Content Management System	
20	Easily Editable Content and Announcements.	
21	User approval and access management.	
22	Content Syndication	
23	Admin module with content editing feature, add a new link/page within a Web Application with contents embedded.	
24	Training	
25	Supplier will provide training on the e-Library to Library staff for the first time physically onsite to Library Staff of Medical and Dental Colleges. Description of services for training users on usage of application are as follows:	
26	Training in updating contents and announcements.	
27	Updating and making available new enhanced functionalities during development, maintenance and support period as and when required.	
28	Training on metadata structure for the library. This will include tagging of documents for uploading to a searchable database	
29	Adding Users and Removing Access	
30	Reporting requirements: Reporting of web statistics, including unique user sessions, page views, hit counters, cumulative year-to-date visits and page views, etc.	
31	Ongoing Maintenance, Support and Warranty: Supplier will provide support for the E Library throughout the subscription period. Supplier will have to agree to enter into a Comprehensive Maintenance Contract (CMC) with the department. CMC shall be 5% from 2nd year onwards. Supplier shall get an escalation of 5% on CMC amount 3rd year onwards.	
32	Admin Portal Features	
33	Admin Dashboard: A simplified view of system and user statistics accessible through a single dashboard.	
34	User Management Console: User-friendly admin portal for easy management of users.	
35	Resource Management: User-friendly interface to add, remove, and manage a white list of resources.	
36	IP Authenticated E-resources Integration: Ability for the admin to add IP authenticated e-Resources to the portal.	
37	Search Engine Integration: Integration with third-party discovery service providers or search engines like Google, Academics, EDS, Summons, etc.	

38	Content Recommendation: Admin or staff should be able to recommend content to all users or specific user groups.	
39	Email & Newsletter Notifications: Standard email templates for users and publishers, with newsletter features for periodic forwarding of emails.	
40	Sub Admin Tasks: Admin should be able to delegate limited admin responsibilities to sub-admin users.	
41	Reports: Comprehensive reporting module for generating various reports.	
42	Bandwidth Monitoring: User category-based daily PDF download limits at the database level.	
43	Alerts: Alerts via email and the portal/ push notification	
44	Digital Content Management: Support for adding and linking videos, image galleries, e-resources, and e-books on a single platform.	
45	Web App	
46	CMS-based Responsive Portal: Device-responsive web portal for organizing resources.	
47	Resource Accessibility, Search, Save: Seamless single sign-on access to subscribed resources, personalized services, and support for saving search history, articles, bookmarks, and email documents/screenshots.	
48	Resource-Based Training: Help and tutorials provided for each resource on the portal.	
49	User Category-Based Resource Access: Configuration of resource access and validity based on user requirements.	
50	Help & Sitemap: Help section for users and display of a sitemap for easy navigation on the website.	
51	Integrated Discovery Tools: Content discoverable using popular discovery tools like Google, MS Academic, EDS, Summons, etc.	
52	Offline Content Sync: Syncing of browsing history and saved content between mobile and PC, available for use on any device, online or offline.	
53	Organize, Highlight, Share: Ability to save content locally, highlight articles, and share with other library users.	
54	Audio Listening (Text-to-Speech): Text-to-speech feature enabling users to listen to articles.	
55	Feedback: Provision for users to provide category-wise feedback on features, modules, and content.	
56	User Management & Authentication	
57	Auto Password Generation & Expiry: Automatic password generation and expiry to prevent misuse.	

58	User Self-Registration: Users can register themselves on INDL.	
59	Session Management: Seamless session management on mobile devices, unless credentials are changed.	
60	Concurrent Login: Option to allow or block concurrent sessions from the same ID.	
61	Bulk Import: Staff can import users from a single file with a single click.	
62	User Category: Staff can easily create user categories.	
63	Authentication: Support for multiple authentication services like LDAP, OAuth, SAML, etc.	
64	OTP verification via email to ensure secure access to the platform.	
65	Data Analytics	
66	User Category-Wise Usage Statistics: Admin can generate detailed reports based on user categories/groups.	
67	Resource-Wise Usage Statistics: Detailed usage reports available based on resources.	
68	Date/Day-Wise Usage Statistics: Reports available on resource and user category usage for specific dates or days.	
69	Database Backup Facility: Regular database backup provided by the data centre, with the option to set up on-demand auto backups on external sites at no additional cost.	
70	System Availability & User Experience	
71	Uptime: Minimum 99% uptime.	
72	User Experience: Superior user experience that is not dependent on the institute's infrastructure.	
73	IT Knowledge Requirement: Minimal IT skills required for library staff to maintain the system.	
74	Font Change and Night Mode: Changeable font size for easy viewing and support for dark mode/night mode.	
75	Plagiarism Checker: An integrated out of the box offering built on an AI/ML based plagiarism check engine that enables researchers to easily find out plagiarized text and helps in thesis and research preparation	
76	Two Factor authentication: Two factor authentication for enabling more robust security across platforms.	
77	Push Notifications: Integrated solution of sending rich push notifications to web and mobile apps.	
78	Customized Emailing: System could be configured with the client's SMTP	

	mailer for sending org specific emails that will be highly useful in tracking usage and user engagement.	
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4.4.2. List of Publishers along with Product Name / E Resources List is must but not limited to below mentioned and can be provided by the Applicant as when required by the clients

1	CBS Publishers	627 E Books
2	Mc Graw Hill	Access Medicine (805 E-books + 4000 Video/Journals)
3	BMJ Journals	67 Journals
4	Thieme Publishers	150 E-books (Med One Education)
5	Wiley	1106 E-books
6	Cambridge University Press	1221 E-books
7	Jaypee Medical Publishers	3498 E Books with Live Platform

4.5. DEBARMENT

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

4.6. PERIOD OF SERVICE

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

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

4.7. DOCUMENTS TO BE SUBMITTED WITH EOI

- 4.7.1. Signed copy of EOI Document (all pages of EOI documents to be signed & stamped) by the Applicant as token of acceptance of the Terms & Conditions.
- 4.7.2. EOI document fee Payment details.
- 4.7.3. EOI form as per Annexure-1
- 4.7.4. Profile of the Organization as per the format provided in Annexure-2
- 4.7.5. Signed Integrity pact Agreement As per Annexure-3
- 4.7.6. Experience Letter as per Annexure-4 along with purchase orders signed by the client.
- 4.7.7. Publishers Authorization as per Annexure-5
- 4.7.8. Authenticated copy of the certificates of incorporation/registration of the organization
- 4.7.9. Copy of GST registration certificate
- 4.7.10. Copy of PAN Card / Exemption certificate from Income Tax Department
- 4.7.11. Memorandum of Association/Articles of Association.
- 4.7.12. Certificate issued by Statutory Auditor/CA for Turnover for last three financial years

- 4.7.13. Audited balance sheet and Profit and Loss statement for last three years. ✓
- 4.7.14. Power of attorney for signatory of EOI in Rs.100 stamp paper duly notarized.
- 4.7.15. Positive net worth statements from Chartered accountant.
- 4.7.16. Declaration stating that firm is not de-recognized/debarred/banned/blacklisted by any State Government/Central Govt. Organization /State Medical Corporations/Director Health Services and or convicted by any court of law non conviction in any illegal activities.
- 4.7.17. Technical qualification criteria table as per the format mentioned in Clause 4.4.1
- 4.7.18. Consortium Agreement / Joint Venture Agreement in case of Consortium/ JV.

4.8. POST EMPANELMENT PROCESS

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

4.9. ADDITIONAL CONDITONS

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

ANNEXURE-1

EOI FORM

Ref:

Date:

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

Dear Sir,

EOI: Expression of Interest document for “Empanelment of strategic partners for collaborating with HSCC for the implementation of E Library projects along with Procurement of E Resources”

EOI No.: HSCC/IT/EOI/2023-24/01 **Dated:** 22/09/2023.

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

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

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

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

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

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

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

Signature.....

Name.....

Full Address with contact person Name, Phone number and Email

Designation and Common Seal.....

ANNEXURE-2

Applicant's Profile

1	Name and address of the company			
2	Contact Details of the Applicant (Contact person name with designation, Telephone Number, FAX, E- mail and Web site)			
3	Area of business			
4	Annual Turnover for 3 financial years (Rs. in Cr)	2019-20	2020-21	2021-22
5	Date of Incorporation			
6	GST Registration number			
7	PAN Number			

ANNEXURE-3

INTEGRITY PACT

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

Sub: Submission of EOI for the work of _____ EOI No. _____

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 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

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

Sub: Submission of EOI for the work of _____ EOI No. _____

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 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 NIE

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/2023-24/01 (hereinafter referred to as “EOI”) and intends to empanelment, under laid down organizational procedure, EOI for “Empanelment of strategic partners for collaborating with HSCC for the implementation of E Library projects along with Procurement of E Resources” hereinafter referred to as the “**EOI**”.

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

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “**Integrity Pact**” or “**Pact**”), the terms and conditions of which shall also be read as integral part and parcel of the EOI documents and EOI between the parties.

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

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

Article 1: Commitment of HSCC

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

- (1) HSCC commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of HSCC, personally or through family members or through any other channel, will in connection with the EOI, or the execution of the EOI, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally

- entitled to.
- (b) HSCC will, during the EOI process, treat all Applicant(s) with equity and reason. HSCC will, in particular, before and during the EOI process, provide to all Applicant(s) the same information and will not provide to any Applicant(s) confidential/additional information through which the Applicant(s) could obtain an advantage in relation to the EOI process or the EOI execution.
 - (c) HSCC shall endeavour to exclude from the EOI process any person, whose conduct in the past has been of biased nature.
 - (2) If HSCC obtains information on the conduct of any of its employees, Applicant(s) which constitutes a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, HSCC will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Applicant(s)

1. It is required that each Applicant (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to HSCC all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the EOI process and throughout the negotiation or empanelment of a EOI.
2. The Applicant(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the EOI process and during the EOI execution:
 - (a) The Applicant(s) will not, directly or through any other person or firm, offer, promise or give to any of HSCC's employees involved in the EOI process or execution of the EOI any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the EOI process or during the execution of the EOI .
 - (b) The Applicant(s) will not enter with other Applicant(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary, submission or non-submission of EOI or any other actions to restrict competitiveness or to cartelize in the EOI process.
 - (c) The Applicant(s) will not commit any offence under the relevant IPC/PC Act. Further the Applicant(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by HSCC as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Applicant(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Applicant(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign Principal or the foreign Principal directly could participate in a EOI but not both. It shall be incumbent on the Indian Agent and the foreign Principal to adhere to the relevant guidelines of the Government of India, issued from time to time regarding availing of services of Indian Agents for Foreign Suppliers. The Applicant(s) shall disclose details mentioned in the “Guidelines of Indian Agents of Foreign Suppliers. Also as mentioned in the Guidelines, all the payments made to Indian agent/representatives shall be in Indian Rupees only.
 - (e) The Applicant(s) will, when presenting his EOI, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the empanelment of the EOI.

- (f) Applicant(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEM(s) and shall wait for their decision in the matter.
3. The Applicant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 4. The Applicant(s) will not, directly or through any other person or firm indulge in fraudulent practice, wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of HSCC's interests.
 5. The Applicant(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the EOI process).

Article 3: Consequences of Breach

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

1. If the Applicant(s), either before empanelment or during execution of EOI or during the validity of the Integrity Pact has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, HSCC at its sole discretion after giving proper opportunity to the Applicant(s) shall have powers to disqualify the Applicant(s) from the EOI process or terminate/determine the EOI , if already executed or exclude the Applicant from future EOI empanelment processes for that reason, without prejudice to any other legal rights or remedies available to HSCC under the relevant provisions of the EOI. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by HSCC. Such exclusion may be forever or for a limited period as decided by HSCC.
2. **Criminal Liability:** If HSCC obtains knowledge of conduct of an Applicant or of an employee or a representative or an associate of an Applicant or which constitutes a criminal offence within the meaning of IPC/PC Act, or if HSCC has substantive suspicion in this regard, HSCC will inform the same to the Chief Vigilance Officer.

Article 4: Previous Transgression

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

exclusion prematurely.

Article 5: Equal Treatment of all Applicants

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

Article 6- Duration of the Pact

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

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/determined by the Competent Authority of HSCC.

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

1. HSCC shall appoint competent and credible Independent External Monitor, nominated by the Central Vigilance Commission, for this pact in case of all works with estimated cost in excess of Rs.5 crores. The task of the Monitor is to review independently and objectively, the cases referred to it to assess whether and to what extent the parties comply with the obligations under this Integrity Pact.
2. In case of non-compliance of the provisions of the Integrity Pact, the complaint/non-compliance is to be lodged by the aggrieved party with the Nodal Officer only who shall be nominated by the MD, HSCC. The Nodal Officer shall refer the complaint/non-compliance so received by him to the aforesaid monitor.
3. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor shall report to MD, HSCC.
4. The Applicant(s) accepts that the Monitor shall have the right to access without restriction all project documentation of HSCC including that provided by the EOI or. The EOI or will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The Monitor is under EOI obligation to treat the information and documents with confidentiality.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform HSCC and request HSCC to discontinue or take corrective action, or to take other relevant action(s). The Monitor can in this regard submit non-binding recommendations. However, beyond this, the Monitor has no right to demand from the parties that the act in a specific manner and/or refrain from action and/or tolerate action.
6. The Monitor will submit a written report to the MD, HSCC within 4 to 6 weeks from the date of reference or intimation to him/her and, should the occasion arise, submit proposals for corrective actions for the violation or the breaches of the provisions of the agreement noticed by the Monitor.
7. If the Monitor has reported to the MD, HSCC of a substantiated suspicion of an offence under

relevant IPC/PC Act, and the MD, HSCC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Chief Vigilance Officer.

8. Issues like Warranty/Guarantee etc. shall be outside the purview of the IEMs.
9. The role of the Monitor is advisory and would not be legally binding and is restricted to resolving issues raised by the Applicant.
10. The word “Monitor” means Independent External Monitor and includes both singular and plural forms.

Article 8- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Registered Office of HSCC, i.e., New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Applicant is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by HSCC in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.
6. In view of the nature of the Integrity Pact, the Integrity Pact is irrevocable and shall remain valid even if the contract is terminated till the currency of the Integrity Pact.

Article 9- LEGAL AND PRIOR RIGHTS

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

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

.....
.....

(For and on behalf of Principal)

(For and on behalf of Applicant)

WITNESSES:

1
(Signature, name and address)

2
(Signature, name and address)

Place:
Dated:

ANNEXURE-4

EXPIRIENCE

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

Sub: Submission of EOI for the work of _____ EOI No. _____

Sr.no	Name of the Organization	Whether Central/ State Govt./Semi Government / UGC Recognised Institution	Amount in Rupees (Conversion Rate As per WO / PO Date)	Name, address, contact detail of organization

ANNEXURE-5
PUBLISHERS AUTHORIZATION

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

Reference: - Your E-EOI Document No. HSCC/IT/EOI/2023-24/01 dated 22/09/2023

WHEREAS

We *[insert complete name of publisher]*, who are official Publisher of List of E Resources Attached here with this letter along with E ISBN/ E ISSN , having registered office at *[insert full address of publisher's offices]*, do hereby authorize *[insert complete name of Applicant]* having address *[insert full address of Applicants's offices]*, purpose of which is to provide the following licensed access e-resources published by us *[insert name of the product]* to subsequently negotiate , sign the Contract and Collect Payment on our Behalf. This Authorization is Valid till ----(date)----(Month) (Year)

We hereby

1. We extend our full guarantee and warranty in accordance with respect to provide licensed access of the list e-resources material attached here with this letter offered by the above firm for a period of 5 years
2. We have all the necessary legal permissions to deal with authorized distributors or Content aggregator for Provide licensed access of E-resources proposed to sell by this proposal.
3. We have not quoted prices less then this proposal anywhere in India as per the terms, conditions, number of Institutes or number of students involved by this proposal.

Attached here with this Letter

- (a) List of E Resources with Standard Price Per Year Per College
- (b) Three Work Orders or Purchase Orders signed by client of last 3 financial years.

Signed: *[insert signature(s) of authorized representative(s) of the Publisher]*

Name *[insert complete name(s) of authorized representative(s) of the publisher]*

Title: *[insert title]* Dated on _____day of _____*[insert date of signing]*

ANNEXURE-6 JOINT VENTURE / CONSORTIUM

In case of the Applicant is a Joint Venture / Consortium, it shall comply with the following additional criteria

1. All the partners of the JV/ Consortium Shall be Indian Firms
2. Application Should contain the information for each member of the joint venture / Consortium
3. No Applicant shall submit more than one EOI for the Project. A Applicant applying individually or as a member of a Joint Venture / Consortium shall not be entitled to submit another EOI either individually or as a member of any Joint Venture / Consortium, as the case may be.
4. In case the Applicant is a Joint Venture / Consortium, shall upload along with the online EOI, Power of Attorney in favour of the Lead Member and Joint venture / Consortium agreement. Applicant shall be required to submit original Power of Attorney in favour of the Lead Member and original Joint Venture / Consortium Agreement before issuance of LOE by the Authority.
5. Members of the Joint Venture / Consortium shall nominate one member as the lead member (the "Lead Member").
6. All the members shall jointly meet eligibility criteria (100%) required as per table below:

Sr. No.	Eligibility Criteria	Each Partner
1.	3.1.1.1	Must meet At least 20% of the requirement

7. Publishers Authorization Letter should be on the name of Lead Partner.
8. Except as provided under this EOI there shall not be any amendment to the Joint Venture / Consortium Agreement
9. That none of Applicant (partners) should not have been blacklisted/debarred by HSCC (India) Limited, Central Govt., State Govts/ Departments, Any Govt. agencies, PSUS from participating in the EOI and if the blacklisting/debarment subsists on the due date of EOI submission, such Applicant shall not be eligible to submit the proposals
10. The pre-qualification of a joint venture / Consortium does not necessarily pre-qualify any of its partners individually or as a partner in any other joint venture / Consortium or association.
11. The contract agreement, in case of successful empanelment should be signed by the Lead Partner.
12. An entity can be a partner in only one Joint Venture / Consortium/partnership firm. Applications submitted by Joint Ventures / consortium/partnership firm including the same entity as partner will be rejected.
13. EOI Document Fee (Non-refundable) shall be submitted by the Lead Partner in case of submission of EOI by JV / Consortium
14. Payments towards Invoices released in line with the EOI conditions to the designated account in the name of Lead Partners Account.