

**INVITATION FOR EXPRESSION OF INTEREST (EOI) FOR
EMPANELMENT
OF
BUSINESS ASSOCIATE /STRATEGIC PARTNERS(S)**

for

**HEALTHCARE SERVICES & HOSPITAL SERVICES (CLINICAL OR NON-
CLINICAL) IN DOMESTIC AND INTERNATIONAL MARKETS.**

Eoi ID: HSCC/EOI/SP-HS/2023



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

Tel. - 91-120-2542436-40

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Email -

cpg-group@hsccltd.co.in

cpg.hsc@gmail.com

Notice Inviting Expression of Interest (Eoi) from prospective service providers / stakeholders and/or agencies for empanelment of Strategic Partner for providing Healthcare Services and Hospital Services (clinical or non-clinical) in domestic and international markets.

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

HSSC, invites Expression of Interest (Eoi) from prospective service providers / stakeholders and/or agencies for empanelment of Strategic Partner for establishing and operating Diagnostic Facilities / Hospital Services (clinical or non-clinical) at various locations in India and international market.

EOI NO	:	HSCC/EOI/SP-HS/2023
EOI PUBLISHING / CIRCULATION DATE	:	01/01/2024
LAST DATE AND TIME FOR RECEIPT OF EOI	:	16/01/2024. 15.00 hr
PRE- BID MEETING		08/01/2024 at 15:00 hrs. at HSCC (India) Ltd., E- 6(A), Sector – 1, NOIDA, (U.P.) - 201301.
PLACE OF OPENING OF EOI	:	HSCC (INDIA) LIMITED E-6(A), Sector 1, Noida - UP - 201301 Tel. - 91-120-2542436-40 Fax - 91-120-2542447
ADDRESS FOR COMMUNICATION	:	HSCC (INDIA) LIMITED E-6(A), Sector 1, Noida - UP - 201301 Tel. - 91-120-2542436-40 Fax - 91-120-2542447
CONTACT NAME & EMAIL ID	:	cpg-group@hsccltd.co.in cpg.hsccltd@gmail.com

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1. COMPANY BACKGROUND

1.1 PROFILE

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

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

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

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

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

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

1.2 VISION

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

1.3 CORPORATE MISSION

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

1.4 CORPORATE QUALITY POLICY

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

1.5 HSCC SERVICES

- Healthcare Facility Design
- Procurement & Purchase
- Logistics & Installations
- Project Management
- Conceptual Studies & Management Consultancy

1.6 KNOWLEDGE SPHERE

- Feasibility Studies & DPRs – Hospitals, Medical Colleges, Nursing Colleges, High End state-of-the-art laboratories, etc.
- Up-gradation & Modernisation studies, Design, Engineering & Project Management of various type of health sector projects i.e.
 - Hospitals
 - Hospital Services- Gas Manifold System, Specialized HVAC, OTs/ICUs/CCUs, CSSD, Laundry, Kitchen, etc.
 - Allied Infrastructure – Auditoriums, Conference Halls, Academic & Teaching Blocks, etc.
 - Laboratories – Pathological Labs, BSL II, III & IV Labs
 - Residential – Townships, Hostels, Staff Quarters, Housing, etc.

1.7 UNIQUENESS

- Healthcare planning and architecture based on understanding of the drivers of Healthcare sector
- Acknowledged leadership in Healthcare planning engineering and execution
- Understanding of the economics of Healthcare both development and operation
- Dedicated team of experts
- Delivered large number of Health Care facilities both in India and abroad
- Meticulous planning for sophisticated equipment to support patient care
- Efficient clean and hygienic process to protect patients
- Comfort and functionality aspects for both patients and staff
- Detailed study of scaling the facilities. enhancing patient handling capacity Rearrangement and refurbishment of hospitals
- Flexible Hospital structure and system to adapt to any spatial changes and simple to expand

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- Creation and development of world class IT infrastructure to International standards PACS telemedicine library automation and education management system

1.8 CLIENTS

HSCC's Client list includes:

- Cooperative Societies
- Charitable Trusts
- Private Hospitals/Institutes
- State Government Hospitals & Institutes
- Governments - Central & State

1.9 IMPORTANT ON-GOING PROJECTS

The below list give few of the on-going projects of HSCC India Ltd. in India and abroad.

- New All India Institute of Medical Science (AIIMS) at Rajkot, Gujrat
- Advance Neuroscience Centre at PGIMER Chandigarh
- Resident Doctors Hostel Block at PGIMER, Dr. RML Hospital, New Delhi
- Various Hospital & Residential Blocks at RIMS Imphal
- Construction of New Medical Colleges at Dausa, Hanumangarh, Alwar, Nagaur in Rajasthan
- New All India Institute of Medical Science (AIIMS) at Mangalagiri, Guntur, Andhra Pradesh
- Academic & Hostel Block at Dr. Rajkumari Amrit Gaur College of Nursing, New Delhi
- Psychiatry Block and Laboratory Complex at NIMHAMS Bangalore
- Construction of Drug Warehouses at Muzaffarnagar Bulandshahr, Shamli, in Uttar Pradesh
- Various Hospital Block, Mediclinic & Area Health Centre at Mauritius
- Medical College & Hospital Block at Jalgaon, Maharashtra
- Medical College& Hospital Block at Chandrapur, Maharashtra
- Homeopathy College in Chincholi, Jalgaon, Maharashtra
- Critical Care Block at NEIGRIHMS Shillong, Meghalaya
- Critical Care Block at RIMS Imphal

2. PURPOSE AND OBJECTIVE OF EOI

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

1. Establishing and Operating Diagnostic Facilities / Hospital (clinical or non-clinical) Services at various locations in domestic and international markets.
2. This EOI is for empanelment of Strategic Partner for large statewide projects and the entire investment of capital, setup and execution of projects to be done by Strategic Partner.
3. Providing certified IT technology, solutions and software such as LIS, HMIS etc. for deploying in the Diagnostic facilities / Hospital Services / Healthcare Services.
4. Providing upgradation work in government hospitals under various government scheme/ projects.
5. Managing the blood banks it's maintenance, operations, and upgradation.
6. Any other Healthcare / Hospital services related projects.

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

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

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

The Service Providers should have relevant certification/registration from Government authorities as per the rules applicable and have adequate assets, technologies, strong software system such as LIS and HMIS and other resources to provide running, operation and maintenance of Diagnostics / Hospital (clinical or non-clinical) services in PPP mode for state / central government / PSUs. Consortium will not be entertained.

3. SCOPE OF SERVICE UNDER EOI (INTENTION TO PARTICIPATE)

3.1 LANGUAGE

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

3.2 SUBMISSION OF EOI PROPOSAL

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

3.3 SCHEDULE OF SUBMISSION EVENT OF EOI

S.No.	Description	Details
1	EOI NO.	HSCC/EOI/DF-HS/2023
2	Date of issue of EOI	01.01.2024
	Pre-Bid Meeting	08.01.2024, 15.00 hrs.
3	Last Date of submission of EOI	16.01.2024, 15:00 hrs.
4	Date of opening of EOI	16.01.2024, 16:00 hrs.
5	Proposals should be addressed to	Chief General Manager HSCC (INDIA) LIMITED E-6(A), Sector 1, Noida - UP - 201301 Tel. - 91-120-2542436-40 Fax - 91-120-2542447
6	Proposals should be submitted at (Through online mode only)	www.hsccltd.co.in
7	EOI Processing fee	₹29,500/- (Rupees Twenty Nine Thousand Five Hundred Only) Nonrefundable including 18% GST in the form of DD.
8	EMD/ Bid Security :	Rs. 1,00,000/- (Rupees One Lakhs Only) in form of demand draft of a scheduled bank issued in favor of "HSCC (India) Limited" Payable at New Delhi/Noida or Banker's cheque in favor of "HSCC (India) Limited" (Same shall be retained by HSCC during entire currency of empanelment. EMD will be forfeited if agency step out from contract)
9	EOI Documents should be obtained	The detailed EOI document can be viewed or downloaded from HSCC e-tender portal www.hsccltd.co.in & HSCC website http://www.hsccltd.co.in

S.No.	Description	Details
10	E-mail id	cpg-group@hsccltd.co.in cpg.hsccltd@gmail.com

3.4 RIGHT TO ACCEPT/REJECT ANY OR ALL APPLICATIONS

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

3.5 ELIGIBILITY CRITERIA

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

S. No.	Technical & Financial Capacity	Documents Required
1.	The applicant should be a registered legal entity under companies act in India. Consortium or Joint Venture strictly not allowed.	Certificate of incorporation to be submitted
2.	The applicant should have an average annual turnover of Rs.100 crs for the last three financial years (2020-21, 2021-22, 2022-23)	Certificate duly certified by a Chartered Accountant shall be submitted as a proof.
3.	The applicant should have been engaged in at least one government project worth more than Rs.100 Cr. during the last five years	Work order copy and client testimonials.
4.	The applicant should have at least 2 years' experience of running at least one Diagnostics / Hospital (Clinical) / Pathology projects either with state / central government / PSUs under PPP mode in any state in India.	Work Order / Agreement copy / Satisfactory Certificates to be provided
5.	The applicant should have minimum one Diagnostics facility / Hospital / Pathology facility in the name of the bidder since last two years in India.	License issued by the competent authority / shop establishment certificate / clinical establishment license to be submitted
6.	The applicant should also have a robust LIS / HMIS software system compatible to interface with the equipment's	Satisfactory certification / testimonial from the clients.

7.	The applicant should have valid SEI-CMMI Level -3 or above certification for services	Valid CMMI Level -3 or above for Services (SVC) as on date of bid submission issued by Authorized partner of CMMI institute. Certificate issuing organization name should reflect on below link in CMMI Partner Directory https://cmmiinstitute.com/partners/directory?searchtext=&searchmode=anyword&cm miproductsuite=&dmm smartsearchfilter=&peoplesmartsearchfilter=&geographicsmartsearchfilter=0&countrysmartsearchfilter=0&smartsearchfilter=0 The bidder's name should reflect on CMMI Institute (An ISACA Enterprise) – Published Appraisal Results website. https://www.cmmiinstitute.com/pars/?StateId=88cf7e-d30f-4dd7-9939-30a4f95fd0de
8.	The applicant should have a minimum positive networth of Rs.5 Cr. for the FY 2022-23	Certificate duly certified by a Chartered Accountant shall be submitted as a proof.
9.	The applicant should have at least Two years' experience as Strategic Partner for State / Central Government / PSUs	Agreement or work order or reference letter from the concerned authorities for engaging the applicant as Strategic Partner

3.6 TECHNICAL EVALUATION MARKS:

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

Sl. No	Criteria	Marks
1.	Average Annual Turnover Rs.100 Cr. – Rs.300 Cr. during the last three FY (2020-21, 2021-22, 2022-23)	10
	Average Annual Turnover above Rs.300 Cr. during the last three FY (2020-21, 2021-22, 2022-23)	15

2.	2 years of experience in operating at least one Diagnostics / Hospital (Clinical) / Pathology projects either with state / central government / PSUs under PPP mode in any state in India.	10
	4 years and above experience in operating at least one Diagnostics / Hospital (Clinical) / Pathology projects either with state / central government / PSUs under PPP mode in any state in India.	15
3.	Positive networth of Rs.5 Cr.– Rs.10 Cr. for the FY 2022-23	5
	Positive networth of above Rs.10 Cr. for the FY 2022-23	10
4.	Any applicant having a valid SEI-CMMI Level -3 certification for services as detailed in the eligibility criteria	15
	Any applicant having a valid SEI-CMMI Level -5 certification for services as detailed in the eligibility criteria	20
5.	Applicant having two to four years' experience as Strategic Partner for State / Central Government / PSUs Diagnostic project.	5
	Applicant having more than four years' experience as Strategic Partner for State / Central Government / PSUs Diagnostic project.	10
5.	Presentation on suitability of Solution Proposed and Functional Demonstration of Solution as per EOI requirement.	30
	Total	100

A minimum of 70 marks required to qualify.

3.7 ATTACHMENT REQUIRED

The applications shall contain the following:

1. Copy registration of the company along with list of registered office / Branch offices/ regional offices with complete addresses and contact details with duly signed by authorized signatory.

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2. Copy of Income Tax registration / PAN Registration and Income Tax Returns for the last 3 years duly signed by authorized signatory.
 3. Copy of GST registration Certificate duly signed by authorized signatory.
 4. Name of the applicant's banker with complete address duly signed by authorized signatory.
 5. CA Certified/ Audited Trading, Profit & Loss Account and Balance sheet for the Last three financial years.
 6. Any other technical information the applicant wishes to furnish.
 7. Duly Notarized Power of Attorney/Board Resolution/ authorization letter from Company/firm in the name of the person signing the application.
 8. Experience certificates/Agreement copy for the experience mentioned above.
 9. All the pages of EOI to be signed & seal by the authorized signatory of the applicant.
 10. Integrity Pact and Agreement as per **Annexure-A**
 11. The Bidder should Submit the Original "UNCONDITIONAL LETTER OF ACCEPTANCE OF TENDER CONDITIONS (as per "**Annexure-B**"- format attached) along with their bid/ tender.
 12. The Bidder should Submit the Original "Affidavit" - for correctness of Documents /Information (as per "**Annexure-C**" - format attached) along with their bid/ tender.
 13. The Bidder should Submit the "Litigation History" (as per "**Form-N**" - format attached) along with their bid/ tender.
 14. **Form-F** (General information)- Structure & Organization

3.8 EVALUATION AND SELECTION METHOD

- HSCC will shortlist firms scoring 70 marks or above in technical evaluation, where 70 marks are assigned for the technical criteria and credentials and 30 marks are assigned for the presentation highlighting the relevance and usefulness of experience for the current and expected assignment with HSCC.
- The bidders who score 70 marks will qualify the technical stage and shall be empanelled as Strategic Partner
- HSCC reserves the right to reject or accept any EOI without assigning any reason thereof.
- Decision of HSCC shall be final and it shall be under no obligation to explain or inform the reasons for engaging or not engaging any Firm. The Firm shall not have anyright to represent or challenge the same.

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

"Cover-B" to all other document as clause 3.7 (Intention to Participate)

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

4. METHOD OF COORDINATION WITH SELECTED STAKEHOLDERS

4.1 MODE OF ASSIGNING WORK

The Company/ Agency shortlisted through above process will be selected and empanelled as Strategic partner, primarily for providing various Healthcare services and Hospital services as detailed in the purpose and objective of EOI both in domestic and International markets.

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

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.

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

5. OTHER TERMS & CONDITIONS

5.1 TENURE OF ENGAGEMENT

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

5.2 ROLES AND RESPONSIBILITIES

- The selected Strategic Partner will be undertaking all the Business Development activities in consultation with HSCC and all the expenses pertaining to Business Development shall be borne by the Strategic Partner and HSCC will not entertain any claim.
- Any Projects taken by HSCC from the state / central government and handed over to the Strategic Partner will be governed by the terms and conditions stipulated in the work order and the Strategic Partner need to adhere each and every condition without any deviation.

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- All the investment on the infrastructure, procurement of equipment, logistics and deployment of technical and non-technical resources for the project will be the responsibility of the Strategic Partner and HSCC will not undertake any capex or opex part of the project. It will be the sole responsibility of the Strategic Partner to incur all expenditure pertaining to the project.
 - Any penalties due to project delays or LD charges for delayed services will be charged to the Strategic Partner and HSCC in any case will not absorb these penalties and LDs arising out of the Diagnostic / Hospital Services project.
 - Any strictures / warnings / show cause letters / notices issued on any activities of the project by the principal will be passed on to the Strategic Partner, if required HSCC may impose any penalty as deemed fit from case-to-case basis.
 - In case any liability arrived during contract period at implementing department shall entirely rest on Business associate / Strategic Partner, HSCC shall not be the party for arbitration/ court case.
 - All arbitration/ court case / Advocate fee charges shall be paid by Business associate/ Strategic Partner as actual to HSCC in order to defend the case.

5.3 REIMBURSEMENT OF PAYMENT

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

5.4 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation, and recommendation for the empanelment of Strategic Partners for Establishment and Operation of Diagnostic Facility /

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

5.5 FAIRNESS AND GOOD FAITH

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

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

5.6 TERMINATION

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

5.7 DISPUTE RESOLUTION AND JURISDICTION

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

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

5.8 DISCLAIMER

The information contained in this EOI document or subsequently provided to prospective Strategic Partner whether verbally or in documentary form by or on behalf of HSCC or any of their employees or advisors, is provided to the prospective strategic partner on the terms and conditions set out in this EOI document and any other terms and conditions subject to which

such information is provided. This EOI document is not an agreement and is not an offer or invitation by the HSCC Representatives to any other party.

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

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

5.9 SUB-CONTRACTING:

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

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

5.11 EMD/BID SECURITY

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

5.11 APPLICATION CHECKLIST

- a) Tender fees Rs. 25000+18% GST = Rs. 29,500/- towards cost of document in form of demand draft of a scheduled bank issued in favor of "HSCC (India) Limited" Payable at New Delhi/Noida
- b) EMD Rs. 100000/- in form of demand draft of a scheduled bank issued in favor of "HSCC (India) Limited" Payable at New Delhi/Noida
- c) Duly filled in application.

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- d) Documentary evidence in respect of the eligibility criteria.
 - e) Signed copy of this EOI, as proof of acceptance of Terms and Conditions.
 - f) Declaration that the applicants have not been barred / black-listed by any Central/ State Government Department / Organization / PSUs.
 - g) All pages of the EOI must be serially numbered, properly bound.

"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 “establishing and operating Diagnostic Facilities / Hospital Services (clinical or non-clinical) at various locations in India and international market.”

Sir,

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

Yours faithfully,

(Signature of the tenderer with rubber stamp)

Dated:

AFFIDAVIT

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

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

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

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

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

(GENERAL INFORMATION)

-: Structure & Organization:-

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

(Signature of Bidder with Seal)

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

INTEGRITY PACT & 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/EOI/SP-HS/2023) (hereinafter referred to as "EOI") and intends to empanelment, under laid down organizational procedure, EOI for "Empanelment of Business Associate / Strategic Partner for providing Healthcare Services and Hospital Services (clinical or non-clinical) in domestic and international markets." hereinafter referred to as the "**EOI**".

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

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

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

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

Signature of Bidder


Signature of HSCC

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

Signature of Bidder


Signature of HSCC

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

Signature of Bidder


Signature of HSCC

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.

Signature of Bidder


Signature of HSCC

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

Signature of Bidder


Signature of HSCC


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.

Signature of Bidder


Signature of HSCC

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.

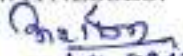
IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

 (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:

Signature of Bidder


Signature of HSCC