

**REQUEST FOR QUOTATION FROM  
HSCC'S EMPANELLED FIRMS  
FOR  
SELECTION OF STRATEGIC PARTNER**

*for*

**BUILDING, OPERATING & MANAGING AND TRANSFERRING  
OCCUPATIONAL HEALTH SCREENING CENTRES & HOSPITALS.**

**RFQ ID: HSCC/BOMT/2024/46**



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

**Tel. - 91-120-2542436-40**

**Fax - 91-120-2542447**

**Email -**

**[cpg-group@hsccltd.co.in](mailto:cpg-group@hsccltd.co.in)**

**[cpg.hsc@gmail.com](mailto:cpg.hsc@gmail.com)**

**REQUEST FOR QUOTATION (RFQ)**

**HSCC (INDIA) LTD**

**(A GOVERNMENT OF INDIA ENTERPRISE)**

**Plot No. 6-A, Block-E, Sector-1, NOIDA (U.P.) – 201 301**

**No.: HSCC/BOMT/2024/46**

**Dated: 29.06.2024**

HSCC (India) Ltd. invites On-line Request for Quotation (“RFQ”) from its empanelled firms which was empanelled through EOI for “Business associate /strategic partners(s) for Healthcare Services & Hospital Services (clinical or nonclinical) in domestic and international markets & EOI No. HSCC/EOI/SP-HS/2023 dated 01/01/2024” for selection of strategic partner for Building, Operating & Managing Occupational Health screening centres & Hospitals for the registered beneficiary of Building and other Construction Welfare Board.

The empanelled agencies are required to be registered at HSCC e-tender portal <https://hsc.enivida.com>. Please log on to <https://hsc.enivida.com> only for downloading the bid document and for participation through E- tendering basis. For submission and other details please refer HSCC e-tender portal <https://hsc.enivida.com>. For submission of the bids, the empanelled agencies are required to have Type-III Digital Signature Certificate (DSC) from the authorized Certifying Authorities.

Complete set of Bid Documents has been made available at E-Tender portal <https://hsc.enivida.com> for downloading from 29.06.2024 to 15.07.2024.

Empanelled agencies are advised to regularly visit through HSCC E-tender portal <https://hsc.enivida.com> as corrigendum/modification/amendments, if any, will be notified on this portal only and no separate Advertisement will be made for this.

HSCC reserves the right to annul the tendering process at any stage without assigning any reason thereof.

**General Manger  
HSCC (India) Ltd.,**

<b>RFQ NO</b>	:	HSCC/BOMT/2024/46
<b>RFQ PUBLISHING / CIRCULATION DATE</b>	:	29/06/2024
<b>PRE BID MEETING</b>		08/07/2024 at 11.00hr IST
<b>LAST DATE AND TIME FOR RECEIPT OF RFQ:</b>		15/07/2024. At 15.00 hr IST and opening at 16.00 hr IST
<b>PLACE OF PRE BID MEETING</b> <b>OPENING OF RFQ</b>	:	<b>HSCC (INDIA) LIMITED</b> <b>E-6(A), Sector 1, Noida - UP - 201301</b> <b>Tel. - 91-120-2542436-40</b> <b>Fax - 91-120-2542447</b>
<b>ADDRESS FOR COMMUNICATION</b>	:	<b>HSCC (INDIA) LIMITED</b> <b>E-6(A), Sector 1, Noida - UP - 201301</b> <b>Tel. - 91-120-2542436-40</b> <b>Fax - 91-120-2542447</b>
<b>CONTACT NAME &amp; EMAIL ID</b>	:	<a href="mailto:cpg-group@hsccltd.co.in">cpg-group@hsccltd.co.in</a> <a href="mailto:cpg.hsccltd@gmail.com">cpg.hsccltd@gmail.com</a>

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## **1. COMPANY BACKGROUND**

### **1.1 PROFILE**

Hospital Services Consultancy Corporation Limited (HSCC India Ltd.,) was set up in 1983 with an authorised capital of Rs. 20 million. HSCC is one of the few organisations 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 organisation, 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 organisation 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 & Modernization 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

- 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.

- AIIMS Rajkot
- PGIMER Chandigarh
- PGIMER, Dr.RML Hospital, New Delhi
- RIMS Imphal
- Construction of New Medical Colleges at Dausa, Hanumangarh, Alwar, Nagaur In Rajasthan
- AIIMS Guntur
- Dr. Rajkumari Amrit Gaur College of Nursing, New Delhi
- NIMHAMS Bangalore
- Construction of Drug Warehouses Muzaffarnagar, Bulandshahr
- Hospital Construction Projects at Mauritius

## **2. PURPOSE AND OBJECTIVE OF RFQ**

The contribution of unorganised sector of the India contributes substantial portion of income to the GDP but also plays an essential role in employment generation and poverty alleviation. This sector carries approximately 90 % of the total workforce, of which, majority are belongs to poor and vulnerable section, their livelihood status is very pathetic and also working in very unhygienic condition as well, therefore, are most venerable and prone to various infectious and chronic diseases. Due to lack of proper medical attention, the concerned population lost productive working days as a result, their contribution to the economy decreases in multiple times.

The affordability and accessibility of health services are required to be ensured for such population. As Private Sector Medical treatment is very costly, it is beyond the reach of the poor people who are working in the unorganized sector.

In order to extend helping hand to such vital workforce, various State Governments have started their Building & Other Construction Workers Welfare Board (BOCWWB). The registered beneficiaries of BOCWWB in the states are currently being provided with the facility of annual health check-up, whereby they are screened extensively for their exposure to various occupational hazards/ diseases.

To expand the scope of services of the occupational health and safety of such workers, HSCC proposes to establish dedicated nodal occupational health centres and hospitals in all the identified districts (by constructing/ empanelling hospital) for occupational health management and treatment of the registered beneficiaries of BOCWWB.

In order to achieve the above objective , HSCC is desirous to have collaboration with resourceful & competent Strategic Partner in the field, wherein mechanism can be set up of “*Test & Treat*” by Building, Operating & Managing Occupational Health screening centres & Hospitals in various States of India. In this collaboration, HSCC will act as Nodal Agency, whereas all costs involved in Building, operating & managing and transferring the Occupational Health Centres and Hospitals will be in the scope of the Strategic Partners.

## **3. BID INSTRUCTIONS**

### **3.1 LANGUAGE**

The RFQ 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 RFQ proposal should also be in English. Supporting materials, which are not in the English language, will not be considered.



### 3.2 SUBMISSION OF RFQ PROPOSAL

Documents to be submitted online in HSCC e-tender portal [www.hssc.enivida.com](http://www.hssc.enivida.com).

### 3.3 SCHEDULE OF SUBMISSION EVENT OF RFQ

S.No.	Description	Details
1	RFQ NO.	HSCC/BOT/2024/46
2	Date of issue of RFQ	29.06.2024
3	Last Date of submission of RFQ	15.06.2024, 15:00 hrs.
4	Date of opening of RFQ	15.06.2024, 16:00 hrs.
5	Proposals should be addressed to	<b>General Manager</b> <b>HSCC (INDIA) LIMITED</b> 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)	<a href="http://www.hssc.enivida.com">www.hssc.enivida.com</a>
7	RFQ Processing fee	₹5,900/- (Rupees Five Thousand Only) Nonrefundable including 18% GST in the form of DD issued in favor of "HSCC (India) Limited" Payable at New Delhi/Noida.
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 project duration. EMD will be forfeited if strategic partner step out from contract)
9	RFQ Documents should be obtained	The detailed RFQ document can be viewed or downloaded from HSCC e-tender portal <a href="http://www.hssc.enivida.com">www.hssc.enivida.com</a> & HSCC website <a href="http://www.hsccltd.co.in">http://www.hsccltd.co.in</a> and CPPP Portal <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>

S.No.	Description	Details
10	E-mail id	<a href="mailto:cpg-group@hsccltd.co.in">cpg-group@hsccltd.co.in</a> <a href="mailto:cpg.hsccltd@gmail.com">cpg.hsccltd@gmail.com</a>

### ***3.4 RIGHT TO ACCEPT/REJECT ANY OR ALL APPLICATIONS***

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

#### 4. SCOPE OF STRATEGIC PARTNER:

Business Segment	Facilities Offered
<b>BUILDING, OPERATING &amp; MANAGING AND TRANSFERRING OCCUPATIONAL HEALTH SCREENING CENTRES &amp; HOSPITALS</b>	Occupational Health services  <b>Treatment</b> <ul style="list-style-type: none"> <li>• IPD/OPD units</li> <li>• ICU</li> <li>• Medical Treatment</li> <li>• Radiology tests and Pathology tests</li> <li>• Surgical Units – Cardiology, nephrology, gynecology, radiology, oncology etc.</li> </ul>

1. Strategic Partner will bear the all the cost to establish nodal occupational healthcare centres in all the districts to provide annual Medical examination and Health Screening.
2. Strategic Partner will bear the all the cost to establish Divisional occupational healthcare centres in all divisions
3. Strategic Partner will bear all the cost to establish APEX occupational healthcare centre at state level
4. Strategic Partner shall identify location to hospitals to provide treatments for the existing ailments and occupational health diseases to the beneficiaries/Family of
5. Strategic Partner shall bear the all cost of construction of the hospital as per the NABH norms
6. Strategic Partner shall bear the all cost for equipping the hospital with latest state of the art machines and ancillaries.
7. Strategic Partner will bear the cost of deploying doctors, paramedics and non-clinical resources to run the hospital.
8. Strategic Partner shall bear the cost to run the hospitals and provide all the medical treatment to the registered beneficiaries /Families of BOCWWB at CGHS rates
9. Strategic Partner shall provide quality medicines at **Jan Aushadi rates (as revised from time to time) to registered beneficiaries/Families of BOCWWB.**
10. Strategic partner bear all the required CAPEX & OPEX for building, operating & managing occupational health screening centers & hospitals.
11. Strategic partner obtain all essential statutory approvals for building, operating & managing occupational health screening centers & hospitals and also essentially keep all approvals required for running such facility alive at all times.
12. Strategic partner shall be responsible to Bio Waste disposal as per the norms set by authorities.
  
13. Strategic partner shall ensure that doctors, paramedics and non-clinical resources to run the hospital should have necessary qualification & expertise to carry out the duties and responsibilities.

14. Any Legal /statutory liabilities shall be responsibility of the Strategic partner.
15. Strategic partner arrange utilities such as water, power back up, HVAC, fire safety and other relevant facilities for making the Project operational and fully functional 24x7.
16. Strategic partner shall be responsible to meet mandatory compliances e.g., Fire NOC, PUC, building CAD file, load bearing capacity certificate etc.
17. Strategic partner shall indemnify, hold harmless and defend HSCC from and against any and all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising in connection with, any breach of his responsibilities and/or of Applicable law.
18. That during the existence of Strategic Partnership, the Strategic Partner shall not enter the same or similar type of Strategic Partnership with the third party.
19. Strategic Partnership is on a principal-to-principal basis and does not create and shall not be deemed to create any employer- employee or a principal-agent relationship between as between the HSCC and the Strategic Partner. The Strategic Partner have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf.
20. Strategic Partner shall implement the project of BOMT within 5 years of contract signing, its has to make occupational health center and hospital functional, this period shall be considered as establishment phase period to construct and establish hospitals.
21. **Partnership between Strategic Partner and HSCC for the project shall be for a period of 30 years excluding the establishment Phase of 5 yrs and the contract can be renewed for another term subject to mutual acceptance.**
22. Strategic Partner will develop the software for Screening, Patient Mobile application, HMIS and dashboard and the cost will be borne by Strategic Partner
23. Strategic Partner will generate, manage and maintain all records as per statutory requirements, as required by the State Government at all times in compliance with the Electronic Health Records 2016 Standards of the MoHFW, Gol
24. Strategic Partner will be Principal Employer for the all the manpower & professionals deployed by them for the successful construction, running, operation & maintenance of the facilities.
25. Strategic Partner will be responsible for all Financial, Administrative, Statutory and legal liabilities arising and at no point of time it will be transferred to HSCC in whichever way.
26. Strategic Partner will bear the costs of all the guarantees, sureties, securities, warranty's, insurance, approvals etc. required for construction, running, operation & maintenance of the facilities.

### **3.5 REVENUE SHARING MODEL**

1. HSCC intends to execute this project on a revenue sharing basis with the support of strategic partner.
2. Strategic Partner has to provide services as detailed in Scope of work.
3. HSCC will manage and supervise the day-to-day operations.
4. HSCC will claim the charges for services on a monthly basis from respective health facilities as per the agreement with them.
5. HSCC will retain the revenue share as agreed by Strategic partner through their financial bid. Remaining amount will be released to strategic partner.
6. Strategic Partner must facilitate the timely invoice submission to HSCC, through providing necessary documentations and payment certifications.
7. From the realised amount against each invoice submitted to health facilities will retain the revenue share as agreed by Strategic partner through their financial bid. Remaining eligible amount will be released to strategic partner.
8. Further, the said quote shall be inclusive of all expenses of whatsoever nature for the successful execution of the contract.
9. Financial quotes will be evaluated based on the revenue share percentage to HSCC. Financial Quote has to be submitted as per the format provided on <https://hsc.enivida.com>.
10. The evaluation for the project would be done of the basis of offered revenue share percentage to HSCC. The bidder who offers highest revenue share to HSCC would be finalised as Strategic partner for this project.

### **3.6 PAYMENT TERMS**

1. The payment will be released to Strategic Partner on monthly basis as per the Invoice raised on verification of the data.
2. Upon receipt of payment from Govt. Departments/ Health facility, HSCC will retain the revenue share as agreed by Strategic partner through their financial bid, All the payments from the Government Department/Health Facilities shall be received in an Escrow account.
3. Payment will be released from government department to an escrow account. In accordance with the standing instructions given to the bank, as soon as the payment is received in escrow, amount will be released to Strategic Partner and HSCC as per the agreed upon revenue sharing arrangement as derived from this RFQ between HSCC and the strategic partner.
4. Quarterly reconciliation of accounts shall be conducted so that any residual payments or claims of the escrow amounts can be adjusted in the final tally.
5. The Strategic Partner shall send its claim/invoice for payment in writing, when contractually due, along with relevant documents etc., duly signed with date.
6. While claiming payment, the Strategic Partner is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the Strategic Partner for claiming that payment has been fulfilled as required under the contract.
7. The payment shall be made in Indian Rupees.

### **3.7 PENALTIES**

1. Any penalty imposed by HSCC's client shall be applicable to strategic partner on back-to-back basis.
2. The Strategic Partner shall perform the services under the contract within the time schedule specified by the HSCC and as per the terms incorporated in this RFQ document.

### **3.8 TENURE OF ENGAGEMENT**

Considering Capital intensive project due to specialised manpower and equipment, Maintenance cost is high therefore the duration of the partnership shall be 30 years excluding the establishment Phase of 5 years and the contract can be renewed for another term subject to mutual acceptance.

### **CONFIDENTIALITY**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Strategic Partner for Building, Operating & managing occupational health screening centers & hospitals at various locations in India shall not be disclosed to any person who is not officially concerned with the process. All information, submitted as part of RFQ shall be treated as confidential and will require all those who have access to such material to treat the same in confidence. Strategic Partner should 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 as may be required by law or in connection with any legal process.

That it is impractical in document to stipulate all the obligations of Strategic Partner which are required to ensure the realization of the objectives of this document, and if during the term of Strategic Partnership if some additional obligations are required to be performed to achieve the object then Strategic Partner is under the obligation to perform such additional obligations .

### **TERMINATION**

HSCC is within its right to terminate the Strategic Partnership at any time on giving notice of 60 days to the Strategic Partnership if the Strategic Partner commits a material breach of its obligations or becomes insolvent .

### **DISPUTE RESOLUTION**

If dispute or difference of any kind shall arise between the HSCC and the Strategic Partner in connection with or relating to the Strategic Partnership , the parties shall make every

effort to resolve the same amicably by mutual consultants. If the parties fail to resolve their disputes of differences by such mutual consultation within 60 days of its occurrence or its intimation of occurrence whichever is later, then such dispute or difference shall be subject to adjudication by the courts of Delhi.

The Successful Strategic Partner shall not sub-contract or transfer any of its obligations to third party

This RFQ shall be governed by the laws and any other instruments having the force of law in India from time to time and will be subject to the jurisdiction of court of Delhi to the exclusion of all other courts.

### **3.9 TERMS & CONDITIONS:**

1. The empaneled bidders are required to be registered at HSCC e-tender portal <https://hsc.enivida.com>. Please log on to <https://hsc.enivida.com> only for down loading bid document and for participation through E- tendering basis. For submission and other details please refer HSCC e-tender portal <https://hsc.enivida.com>. For submission of the bids, the empaneled bidders are required to have Type-III Digital Signature Certificate (DSC) from the authorized Certifying Authorities.
2. Empaneled Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer/Bidders for the e-submission of the bids online through the e Procurement at <https://hsc.enivida.com>.
3. Bid documents must be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. **EMD Payment:** The empaneled bidder shall be required to submit the Earnest Money Deposit (EMD) for Rs. 1,00,000/- (EMD must be submitted in total), by way of demand drafts. The demand drafts in favour of "**HSCC (India) Ltd.**", EMD must be payable at Noida/Delhi. The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee/ Security Deposit and for unsuccessful bidder(s) it would be returned after award of the contract. The demand drafts for EMD must deliver to HSCC (I) Ltd on or before last date / time of Bid Submission.
5. Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with stipulation made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
6. The EMD, in case of unsuccessful Bidders shall be retained by HSCC (I) Ltd till the finalization of the tender. No interest will be payable by HSCC (I) Ltd on the EMD.

**7. The Hard Copy of original RFQ processing fee and earnest money deposit ( EMD ) must be delivered to the tender box in a sealed envelope (Envelop No. - I) addressed to General Manager, HSCC (India) Ltd., E-6(A), Sector-I, Noida-201301 and superscripting the tender name & number on or before last date / time of Bid Submission as in the tender. The bid without EMD will be summarily rejected.**

#### **8. Documents Comprising the Quotation**

The quotation submitted by the empaneled bidder shall comprise the following:

##### **A. Part-A – To be uploaded online only**

- i. Scanned copy of “RFQ Processing fee & EMD/Bid Security” furnished alternatively, documentary evidence for claiming exemption from payment of EMD / Bid security to be uploaded. THE EMD/BID SECURITY DEPOSITED AGAINST OTHER TENDERS CANNOT BE ADJUSTED OR CONSIDERED FOR THIS TENDER. NO INTEREST IS PAYABLE ON EMD/BID SECURITY.
- ii. Scanned copy of Power of Attorney in favor of signatory of Tender / Bid to be uploaded.
- iii. Scanned copy Tender Acceptance Form as per Annexure- I.
- iv. Integrity Pact & Agreement as per Annexure-III (duly signed by the bidder shall be submitted. Any tender without signed integrity Pact shall be liable for rejection.)

##### **B. Part -B - Online only**

Price Schedule(s) as per format filled up as per Annexure-II with all the details to be uploaded.

##### **Schedule of price bid in the form of BoQ\_XXXX.xls:**

The below mentioned price bid format is provided as BoQ\_XXXX.xls as per Annexure-II along with this Tender Enquiry Document at <https://hsc.enivida.com>. empaneled Bidders are advised to download this BoQ\_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered / modified in any manner, tender will be completely rejected out rightly.

9. Submission of Tender: The tender shall be submitted online in two part, viz., technical bid and financial bid. All the pages of bid being submitted must be signed by the bidder irrespective of nature of content of the documents before uploading.

10. Validity of the bids: The bids shall be valid for a period of 180 days from the date of opening of the tender. This has to be so specified by the tenderer in the commercial bid.

11. The successful bidder required to submit Performance Security Deposit for an amount of 2% of total value of awarded cost within 15 days from the date of issue of LOA. The security deposit can be forfeited by HSCC (I) Ltd in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract. Performance Security will be discharged after completion of



contractor's performance obligations (including Warranty / Guarantee period) under the contract.

12. GST and other Govt. levies will be paid extra as applicable to the supplier.

13. Force majeure will be accepted on adequate proof thereof.

14. Tenderers submitting tenders would be considered to have considered and accepted all the terms and conditions. No enquiries, verbal or written, shall be entertained in respect of acceptance or rejection of the tender.

15. After due evaluation of the bid(s) HSCC (India) Ltd. will award the contract to the highest evaluated responsive tenderer. Conditional bid will be treated as unresponsive and it shall be rejected.

Dated:

**TENDER ACCEPTANCE FORM**

**To  
The General Manger,  
HSCC(India) Ltd,  
E-6(A), Sector-1,  
Noida-201301(UP)**

Ref. Your RFQ No.: - \_\_\_\_\_ due for opening on

We, the undersigned have examined the above-mentioned Tender Enquiry Document, including amendment / corrigendum (if any), the receipt of which is hereby confirmed. We now offer to provide the services in conformity with your above referred document for the sum as shown in the Price Schedules (BoQ) uploaded herewith and made part of this bid. If our bid is accepted, we undertake to provide the services for which Tender has been concluded, in accordance with the delivery schedule specified in the Schedule specified in the schedule of Requirements.

We further confirm that, if our bid is accepted, we shall provide you with a Performance Security of required amount in an acceptable form as mentioned in your RFQ. in terms of, read with modification.

We agree to keep our bid valid for acceptance as required in your RFQ Document, read with modification, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal Tender is executed, this bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the highest or any bid you may receive against your above- referred advertised tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by Central / State Govt. / Ministries / Departments.

We confirm that we fully agree to the terms and conditions specified in above mentioned Tender Enquiry Document, including amendment / corrigendum if any.

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the Bid Security / Performance Security.

Name:

Business Address

Place:

Date:

(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)

## PRICE BID

S No.	Percentage of revenue offered by the Strategic Partner to HSCC for building, operating & managing occupational health screening centers & hospitals <b>(To be quoted in percentage)</b>
1	

Acceptance of all terms and conditions of above

Signature of Bidder

**Note : (i) The bidder who offer highest percentage of revenue will be selected as strategic partner (excluding all Taxes).**

**(ii) Bidders are strictly advice to submit the price bid in online mode only & not to submitted in physical mode.**

**INTEGRITY PACT**

General Manger  
HSCC (India) Limited,  
E-6(A), Sector 1,  
Noida - 201301

**Sub: NIT No. .... for the work**

"....."  
.....  
....."

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 Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder 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



General Manager  
HSCC (India) Ltd.

Signature of Bidder

Signature of HSCC

**INTEGRITY PACT**

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

**Sub: NIT No. .... for the work**  
"....."  
"....."

Dear Sir,

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

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

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid 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 tender/bid, HSCC shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

Signature of Bidder

  
Signature of HSCC

**To be signed by the bidder 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, as [Consultant of MEA] represented by Chief General Manager, HSCC (India) Limited (hereinafter referred as the 'Principal', 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 "**Bidder/Contractor**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal has floated the Tender (NIT No.....)  
(hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for the work .....  
.....  
.....  
hereinafter referred to as the "**Contract**".

AND WHEREAS the Principal necessarily requires full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(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 Tender/Bid documents and Contract between the parties.

AND WHEREAS In order to achieve these goals, the Principal will appoint Independent External Monitor(s) (IEM(s)) who will monitor the tender process and the execution of the Contract for

Signature of Bidder



Signature of HSCC



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 the Principal**


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

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal, personally or through family members or through any other channel, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - (c) The Principal shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal obtains information on the conduct of any of its employees, Contractor(s) and/or bidder(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, the Principal 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 Bidder(s)/Contractor(s) Obligations on Bidder/Contractor**

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

Signature of Bidder

 Signature of HSCC

- (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the Tender process or execution of the Contract any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
- (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(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 bid in a tender but not both. It shall be incumbent on the Indian Agent and the foreign Principal to adhere to the relevant guidelines of the Government of India, issued from time to time regarding availing of services of Indian Agents for Foreign Suppliers. The Bidder(s)/Contractor(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 Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (f) Bidder(s)/Contractor(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 Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice, wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Principal's interests.
5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or

Signature of Bidder



Signature of HSCC



influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

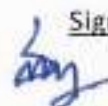
Without prejudice to any rights that may be available to the Principal under law or the Contract or its established policies and laid down procedures, the Principal/ shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts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

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract 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, the Principal at its sole discretion after giving proper opportunity to the Bidder(s)/Contractor(s) shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes for that reason, without prejudice to any other legal rights or remedies available to the Principal under the relevant provisions of the Tender/Contract. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal. Such exclusion may be forever or for a limited period as decided by the Principal.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal apart from exercising any legal rights that may have accrued to the Principal, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. Criminal Liability: If the Principal obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes a criminal offence within the meaning of IPC/PC Act, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

### **Article 4: Previous Transgression**

1. The Bidder/Contractor 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 Tender process.

Signature of Bidder



Signature of HSCC

2. If at any point of time during the Tender Process or after the award of Contract, it is found that the Bidder/Contractor has made an incorrect statement on this subject, he can be disqualified from the Tender process or terminate/determine the Contract, if already executed or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal.
3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

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

#### **Article 6- Duration of the Pact**

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

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. The Principal 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 put to tender 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

Signature of Bidder



Signature of HSCC

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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 Bidder(s)/Contractor(s) accepts that the Monitor shall have the right to access without restriction all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The Monitor is under contractual 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 the Principal and request the Principal 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 Bidder/Contractor.
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 the Principal, i.e., New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Bidder/Contractor is a partnership or a consortium, this 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.

Signature of Bidder

 Signature of HSCC

- 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 the Principal 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 main tender/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 Contract 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 Tender/Contact 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 Bidder/Contractor)

**WITNESSES:**

1 .....  
(signature, name and address)

2 .....  
(signature, name and address)

Place:  
Dated:

Signature of Bidder

  
Signature of HSCC