

**ITI LIMITED****आईटीआई लिमिटेड ITI LIMITED****(भारत सरकार का उपक्रम)****(A Govt. of India Undertaking)****आईटीआई भवन, टीसी-18वी, विभूति खण्ड****ITI Bhavan, TC-18V, Vibhuti Khand****गोमती नगर, लखनऊ-226010****Gomti Nagar, Lucknow- 226 010, India****Phone: (0522) 272-0301, 0305****Email: head_mspup@itiltd.co.in Website:****www.itiltd.in****CIN No: L32202KA1950GOI000640****SHORT TERM TENDER NOTICE**

NOTICE INVITING EOI for Selection of Business Associate (JV/Consortium) for addressing RFP for Design, Supply Installation, Testing, Commissioning, Configuration, System Integration, Operations and Maintenance of Advance Traffic Management System (ATMS) on Bundelkhand Expressway in Uttar Pradesh

Ref: - ITI/MSP/LKO/2K22/Tender/ATMS/01**Date: 11-11-2022**

ITI has diversified into new areas of manufacturing and services in the domain of IT, Telecom, IoT and Smart city for various Government / Private customers. ITI Limited is addressing the tender for "Request for Proposal for Selection of Business Associate (JV/Consortium) for Design, Supply Installation, Testing, Commissioning, Configuration, System Integration, Operations and Maintenance of Advance Traffic Management System (ATMS) in Uttar Pradesh"

In this connection ITI Limited, invites sealed Expression of Interest (EOI) from eligible bidders as a m for addressing "Request for Proposal for Selection of Business Associate (JV/Consortium) for Design, Supply Installation, Testing, Commissioning, Configuration, System Integration, Operations and Maintenance of Advance Traffic Management System (ATMS) in Uttar Pradesh".

The ITI Limited may submit the bid with successful bidder in the form of JV/Consortium. However the bidder should fulfill all eligibility criteria and terms & conditions of Tender Reference Number UPEIDA/2022/1891/ATMS_BE, Tender ID 2022_UPEID_739513_1 for Design, Supply Installation, Testing, Commissioning, Configuration, System Integration, Operations and Maintenance of Advance Traffic Management System (ATMS) on Bundelkhand Expressway.

1	EoI / Tender (RFP) Reference	ITI/MSP/LKO/2K22/Tender/ATMS/01 Dated:11.11.2022
2	Due Date for Submission of EOI through Online	24.11.2022
3	Due Time for Submission of EOI through Online	Up to 11: 00 Hrs. on the Due Date
4	Opening Date and Time of the Technical-Bid	At 15: 30 Hrs. on the Due Date

1.1 Qualified Bidder has to pay online payment of a non-refundable document fee of INR 1,18,000/- (Rupees One Lakh Eighteen Thousand Only) inclusive of GST @ 18%, through RTGS/NEFT in the Account as under-
Beneficiary Name: ITI Limited

Beneficiary Account Number: 3926008702000067

Beneficiary Bank IFSC Code: PUNB0619300

Beneficiary Bank Name : Punjab National Bank

Beneficiary Bank Address: Vibhuti Khand, Gomti Nagar, Lucknow-226010, UP, India

1.2 Qualified Bidder has to deposit a Bid Security of INR 80,00,000/- (Rupees Eighty Lacs only) in accordance with the provisions of this EOI. The bidder has option to provide the Bid Security either through RTGS/NEFT/Deposit in the aforesaid account of ITI Limited mentioned in clause 1.1 above or in the form of a bank guarantee issued by nationalized bank, or a Scheduled Bank in India having a net worth of at least INR 500 crore (Rs. Five hundred crore), in favour of the Authority in the format provided in this EOI and having a validity period of not less than 180 (one hundred eighty) days from the BID Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time.

In case of any clarification, please contact Sri Rakesh Srivastva, Chief Manager(MSP-UP) at 0522 2720301/ 8840262344 and email: mkt_mspup@itilttd.co.in

As the above timelines are very important; any compromise on this account will not be accepted.


For ITI LIMITED

(K K Mishra)

Add. General Manager [MSP-UP-NZ II]



Note:- This tender is for Empanelled Vendors of ITI only which has been done through ITI's open "EOI for Empanelment of ITIS Providers" vide EOI no. ITI/CORP-CM-ITiSP dated 01.06.2020. In case, a new vendor wishes to participate in this tender, they can enroll themselves by submitting their technical and financial credentials through ongoing open Expression of Interest (EOI) No. ITI/CORP/MKTG/Empanelment dated 06.03.2021 published in ITI website and captioned as "EOI for Empanelment of Vendors". In both the cases, it is mandatory that the bidder must have signed a Teaming Agreement with ITI Limited prior to the due date of submission of this tender/EOI/RFP.

	Technical Bid	
1	Scope of Work	<p>Scope of work includes Design, Supply Installation, Testing, Commissioning, Configuration, System Integration, Operations and Maintenance of Advance Traffic Management System (ATMS) The broad components of the overall scope of work for the project are given below.:</p> <p>For detailed Tender please refer Website: https://etender.up.nic.in/nicgep/app Tender Reference Number UPEIDA/2022/1891/ATMS_BE Tender ID 2022_UPEID_739513_1</p>
2(i)	Eligibility Criteria of Applicants	
	A	<p><u>Company Profile:</u> The Bidder should be registered in India under Companies Act 1956/2013.</p>
	B	<p>Undertaking for willingness to work with ITI as per customer tender/EOI etc. terms and conditions</p>
	C	<p><u>Turnover</u> The Bidder shall have an average annual Turnover of INR 40 Crores in any three of four years (FY 2018-19, 19-20, 20-21, 21-22) in the field of IT / ITES / Telecom / Surveillance / System Integration/ Advance Traffic Management System (ATMS)</p>
	D	<p>Bidder should be a profit making (PAT) Company and should not be loss making for two consecutive years during last four years</p>
	E	<p><u>Key Certifications:</u> The Bidder should possess any one of the following Certifications which are valid at the time of bid submission:</p> <p>a) ISO 9001:2015/ 2018 for Quality Management System b) ISO 20000:2011 for IT Service Management c) ISO 27001:2013 for Information Security Management System</p>
		<p><u>Projects Experience</u> The bidder should be involved in the Design, Engineering, Supply, Installation, System Integration, Testing, Commissioning, and Operation & Maintenance of Advanced / Highway Traffic Management System (ATMS / HTMS / ITS) for at least last 3 years, The Bidder should have an average annual turnover of INR 40 Crore for the financial years i.e. 19-20, 20-21, 21-22., ATMS/ HTMS/ ITS</p>

F	<p>Experience: The bidder shall have the experience of successfully commissioning a minimum of 100 Kms of ATMS / HTMS/ ITS for Highway / Expressway in India or abroad during past 5 years (till the year ending March 2022). In the case of a JV/Consortium this experience can be the combined experience of the members of the JV/Consortium. Experience claimed by the applicant should inter-alia include at least five of the following ATMS/ITS sub-components. However item (vi) i.e. ATMS/ITS control Centre is mandatory:</p> <ul style="list-style-type: none"> (i) Traffic Monitoring Camera System (ii) Vehicle Speed Detection System (iii) VMS (Variable Message Sign) System (iv) Video based Incident / Violation Detection System (v) Integrated ATMS/ITS Software and System Architecture (vi) ATMS Control Centre integrated with above sub-components (vii) Digital Transmission System with OFC Connectivity. <p>Consortium is allowed (total numbers of members =2 , including lead bidder) .</p>
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5/24

	G	<u>Blacklisting</u> As on date of submission of the proposal, the bidder, should not have been blacklisted by Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on the bid submission date in India	
	H	Undertaking expressing willingness to sign MOU with ITI	
	I	Bid Security Declaration (in lieu of Rs. 80,00,000.00 Eighty LAKHS as EMD) should be submitted alongwith tender.	
	J	The Bidder to bring OEM for different equipment who meets the OEM eligibility criteria and to submit documents as per customer tender requirement. Undertaking in this regard to be submitted	
	K	Bidder shall submit a list of Key technical personnel with the required domain experience who will be associated in this project.	
2(ii) General	Please provide compliance for the following clauses		Compliance Yes / No
1	For tenders involving ITI manufactured products, ITI will provide the required quotes etc. ITI reserves the right to supply the ITI manufactured products in full or partial quantities.		
2	All activities like Proof of concept on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of bidders		
3	Bidder should be willing to impart required training to ITI engineers for undertaking services & execution of project		
4	Bidder will be responsible for any shortcoming in the BOM and the same should be rectified free of cost		
5	Bidder should be willing to sign an exclusive agreement with ITI for smooth execution of the project		
6	All commercial terms will be as per the customer RFP/PO		
7	Earnest Money Deposit (EMD) / Bid security required for submitting the bid will be borne by the selected bidder		

8	<p>The bidder shall give an undertaking for the following:</p> <p>a. To extend a fully back to back partnership</p> <p>b. To support ITI as a JV/Consortium member in this tender</p> <p>c. To support ITI for preparation of the tender, post bid clarifications, technical presentations and any other requirements as per tender.</p> <p>d. To make all arrangements and carry out Proof of Concept (PoC) at bidder's cost</p> <p>e. To submit PBG on fully back to back basis</p>	
2(iii) Checklist of documents/information to be submitted:		
a.	Company Profile	
b.	Certificate of Incorporation and Copy of purchase orders showing at least 5 years of operations or Certified true copy of relevant extracts of balance sheet and PL statements for last 5 years.	
c.	Memorandum & Articles of Association	
d.	Audited financial statements for the last 3 of 4 years.-2018-19,19-20, 20-21, 21-22 CA certificate.	
e	Proof for PAT as per 2(i) D	
f.	Undertaking as per clauses 2(i) B, G,H, I & J and 2(ii) 13 in company letter head	
g.	Quality certificate like ISO 9001 or above certificate as per 2(i) E	
h.	GST Registration Certificate.	
i.	Copy of PAN Card	
j.	CIN (Corporate Identity Number), if applicable	
k.	Authorization letter in the company letterhead authorizing the person signing the bid for this EOI and Power of Attorney (POA)	
l.	Undertaking in letter head to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.	
m	Undertakings in Company letter head as per Annexure I	
n.	Bidders Details as per Annexure II	
o.	Clause by clause compliance of EOI terms with references to supporting documents as per Annexure III	
p.	<p>Pre-Contract Integrity Pact as per Annexure-IV</p> <p>a) "Bidders participating in the EOI have to agree to sign Integrity Pact on placement of order / contract"</p> <p>b) "Those bidders who are not willing to sign Integrity Pact will not be considered for bid opening"</p>	
q.	Brief technical literature of the offered equipment / solution	

r.	Supporting documents as per 2(i) F and 2(i)) K
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	Financial Bid	MARGIN IN PERCENTAGE
2(iv)	Consolidated Margin Offered (Scope of work is as per the customertender) in percentage (%) on ITI billing value (Excluding Taxes) Successful Bidder will be the one who offers maximum percentage Margin	

Note:

The bidders are required to submit soft copies of their bid electronically on the ITI e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the ITI e-Wizard Portal. For more information, bidders may visit the ITI e-Wizard Portal <https://itilimited.euniwizarde.com>

8/24

Bid Security Declarations Form

To
ITI Limited, MSP-UP
ITI Bhavan, TC-18V
Vibhuti Khand, Gomti Nagar
Lucknow-226 010, India

Subject: Bid Security Declarations against Expression of Interest (EOI) for Selection of System Integrator (JV/Consortium) for addressing RFP for Design, Supply Installation, Testing, Commissioning, Configuration, System Integration, Operations and Maintenance of Advance Traffic Management System (ATMS) on Bundelkhand Expressway in Uttar Pradesh Tender no. dated

Dear Sir,

I/We, the undersigned hereby declare that:

I/We know that the bid should be supported by a Bid Security Declaration (in lieu of Rs. 80,00,000.00 Eighty Lakhs as EMD) in accordance with your conditions. I/We accept to automatically be suspended from being eligible for bidding in any contract in ITI Limited for a period of three years from the date of opening of Bid, if I am/We are in breach of our obligation(s) under the bid conditions, because I/We

- a) have withdrawn our Bid during the period of bid validity or its extended period, if any; or
- b) having been notified of the acceptance of our Bid by the Contracting Authority within the period of bid validity
- (i) have withdrawn/modified/amended, impairs or derogates from the EOI / tender, my/our Bid during the period of bid validity or its extended period, if any;

OR

- (ii) have failed or refused to furnish a Performance Security in accordance with the Condition of the EOI/Tender Document;

OR

- (iii) have failed or refused to sign the contract.

I/We know that this Bid Security Declaration will expire, if contract is not awarded to us, upon:

- a) the receipt of your notification to us of the name of the successful Bidder; or
- b) thirty days after the expiration of the validity of my/our Bid or any extension to it.

Dated this Day of 2022

Authorized Signatory

Name:

Designation:

(Company Seal)

Note: To be submitted in Company Letterhead

E-tendering Instructions to Bidders:

The Bidders are required to submit soft copies of their bid electronically on the ITI e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the ITI e-Wizard Portal. For more information, bidders may visit the ITI e-Wizard Portal <https://itilimited.euniwizarde.com>

1. Registration Process on ONLINE Portal

- a. Bidders to enrol on the e-Procurement module of the portal [https:// itilimited.euniwizarde.com](https://itilimited.euniwizarde.com) by clicking on the link "Bidder Enrolment" as per portal norms.
- b. The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-Wizard Portal.
- c. Bidders must provide the details of PAN number, registration details etc as applicable and submit the related documents. The user id will be activated only after submission of complete details. The activation process will take minimum 24 working hours. After completion of registration payment, you can also send your acknowledgement copy on our help desk mail id ewizardhelpdesk@gmail.com for activation of your account.
- d. Bidders to register upon enrolment their valid Digital Signature Certificate (DSC: Class III Certificates with signing key and encryption usage) issued by any Certifying Authority recognized by CCA India with their profile.
- e. A bidder should register only one valid DSC. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others, which may lead to misuse. Foreign bidders are advised to refer "DSC details for Foreign Bidders" for Digital Signature requirements on the portal.
- f. Bidder then logs in to the site through the secured login by entering their user ID/password and the password of the DSC / e-Token.

2. Tender Document Search

- a. Various built-in options are available in the e-Wizard Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
- b. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, a form of contract, location, date, other keywords, etc. to search for a tender published on the Online Portal.
- c. Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'Interested Tenders' folder. This would enable the Online Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

d. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

3. Bid Preparation

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

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

c. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.

d. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/PNG, etc. formats. Documents in PDF format with maximum Five (5) Mb file can be uploaded.

4. Bid Submission

a. Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

b. The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.

c. Bidders must pay required payments (Form fee, EMD, Tender Processing Fee etc) as mentioned before submitting the bid

d. Bidder to select the payment option mode as specified in the Schedule (EMD/FORM FEE Section) to pay the form fee/ EMD wherever applicable and enter details of the instrument.

e. A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable.

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

g. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.

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

i. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

j. Kindly have all relevant documents in a single PDF file.

k. The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.

5. Amendment of bid document

At any time prior to the deadline for submission of proposals, the institutions reserve the right to add / modify / delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

6. Instruction to Bidders

a. Process for Bid submission through ITI Ewizard portal is explained in Bidder Manual. Bidders are requested to download Bidder Manual from the home page of website ([https:// itilimited.euniwizarde.com](https://itilimited.euniwizarde.com)). Steps are as follows:

(Home page Downloads Bidder Manuals).

b. The tenders will be received online through portal [https:// itilimited.euniwizarde.com](https://itilimited.euniwizarde.com). In the Technical Bids, the bidders are required to upload all the documents in .pdf format.

c. Possession of Valid Class III Digital Signature Certificate (DSC) in the form of smart card/e- Token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://itilimited.euniwizarde.com>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available on the website <https://itilimited.euniwizarde.com> under the link 'DSC help'. Tenderers are advised to follow the instructions provided in the 'User Guide and FAQ' for the e- Submission of the bids online through the ITI e-Wizard Portal for e-Procurement at <https://itilimited.euniwizarde.com>

d. The bidder has to "Request the tender" to portal before the "Date for Request tender document", to participate in bid submission.

7. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

8. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.

9. No deviation to the technical and commercial terms & conditions allowed.

10. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bids

ASSISTANCE TO BIDDERS

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

2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the 12x7 Helpdesk Support.

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

a) MR. Jitesh – 9355030604

b) Help desk Number: 011-49606060

Annexure I**Undertakings (To be in Bidder's Letter Head)**

M/s.....do here by undertake the following

1. ~~are~~ not blacklisted by Central Govt./ any State or UT Govt/ PSU/ organized sector in India to work with ITI as per this EOI and Customer Tender terms and conditions. Also, we agree to implement the project (scope of work as per Tender terms and conditions including investment) covering Warranty & post-warranty services, maintenance etc, in the event of ITI winning the contract on back-to-back basis.
2. to submit EMD towards bid security and Performance Bank Guarantee (..... % of contract value) to customer/ITI (as decided by ITI) as per Customer Tender terms & conditions.
3. that we will be equipped with the required manpower with qualifications, certifications and experiences as mentioned in the customer tender.
4. to get required certificate & support (warranty & post-warranty/maintenance) in the name of ITI from the OEM as per customer tender requirement.
5. to obtain relevant statutory licenses for operational activities.
6. to sign MoU/Teaming Agreement, Integrity Pact with ITI for addressing the customer tender as per customer's tender terms and conditions.
7. to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
8. to support the offered equipment for a minimum period of 5 years including warranty and AMC
9. to supply equipment/components which conform to the latest year of manufacture.
10. The bidder should give certificate stating that all the hardware/ software supplied under the contract shall not contain any embedded malicious codes that could inhibit the desired functions of the equipment or cause the network to malfunction in any manner.

13/24

Annexure-II

Bidders Profile

1.	Name and address of the company			
2.	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Web site)			
3.	Area of business			
4.	Annual Turnover for 3 financial years (Rs in Cr)	2018-19	2019-20	2020-21
5.	IT Turnover for 3 financial years (Rs in Cr)	2018-19	2019-20	2020-21
6.	Date of Incorporation			
7.	GST Registration number			
8.	PAN Number			
9.	CIN Number, if applicable			
10.	Number of technical manpower in company's rolls			

S.No	Clause No.	Clause	Compliance (Complied/ Not Complied)	Remarks with Documentary Reference

15/04



Annexure IV

PRE-CONTRACT INTEGRITY PACT

(To be executed on plain paper and submitted along with Technical Bid/ EOI Documents. To be signed by the bidder and same signatory Competent/ Authorized to sign the relevant contract on behalf of the ITI Ltd).

EOI No.....

This Integrity Pact is made onday of 2022

BETWEEN:

ITI Limited,..... having its Registered & corporate office at ITI Bhavan, Dooravani Nagar, Bangalore – 560016 India, and established under the Ministry of Communications & IT, Government of India (hereinafter called the Principal), which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman & Managing Director, Directors, Officers or any of them specified by the Chairman & Managing Director in this behalf and shall include its successors and assigns) ON THE ONE PART
AND

M/s represented by Chief Executive Officer (hereinafter called the bidder(s)/Contractor(s)), which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the bidder/contract ON THE SECOND PART.

Preamble

WHEREAS the Principal intends to enter into an MOU of partnering business opportunities of common interest and able to generate synergies in execution of such business for (name of the Stores / equipment / items). The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will monitor the EOI process and the execution of the contract for compliance with the principles as mentioned herein this agreement.

WHEREAS, to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact the terms and conditions of which shall also be read as integral part and parcel of the EOI Documents and contract between the parties.

NOW THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS STIPULATED IN THIS PACT THE PARTIES HEREBY AGREE AS FOLLOWS AND THIS PACT WITNESSETH AS UNDER:

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

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, will in connection with the EOI for 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 EOI process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the EOI 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 EOI process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons. If the principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Act or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 – COMMITMENTS OF THE BIDDER / CONTRACTOR

2.1 The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the EOI process and during the execution of the contract.

- 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 EOI process or the execution of the contract or to any third person 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 contract).

- b. The bidder(s)/contractor(s) will not enter with other bidders/ contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s) f Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
- g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

SECTION 3 – DISQUALIFICATION FROM EOI PROCESS & EXCLUSION FROM FUTURE CONTRACTS

If the Bidder(s)/Contractor(s), during EOI process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/Contractor(s) from the EOI process.

If the Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future EOI/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of

the Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.

The Bidder(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.

A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.

The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s) shall be final and binding on the Bidder(s)/ Contractor(s), however the Bidder(s)/Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.

On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not entitled for any compensation on this account.

Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/Contractor(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

SECTION 4 – PREVIOUS TRANSGRESSION

4.1 The Bidder(s)/ Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti-corruption/ transparency International (TI) approach or with any other Public Sector Enterprises/ Undertaking in India of any Government Department in India that could justify his exclusion from the EOI process.

4.2 If the Bidder(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the EOI process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the above and shall be liable for compensation for damages as per Section- 5 of this Pact.

19/24

SECTION 5 – COMPENSATION FOR DAMAGE

- 5.1 If the Principal has disqualified the Bidder(s)/Contractor(s) from the EOI process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.
- 5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

- 6.1 The Principal will enter into Integrity Pact on all identical terms with all bidders and contractors for identical cases.
- 6.2 The Bidder(s)/Contractor(s) undertakes to get this Pact signed by its subcontractor(s)/sub- vendor(s)/ associate(s), if any, and to submit the same to the Principal along with the EOI document/contract before signing the contract. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its subcontractors/ sub-vendors / associates.
- 6.3 The Principal will disqualify from the EOI process all bidders who do not sign this Integrity Pact or violate its provisions.

SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S)/CONTRACTORS

- 7.1 If the Principal receives any information of conduct of a Bidder(s)/Contractor(s) or sub-contractor/ sub-vendor/associates of the Bidder(s)/Contractor(s) which constitutes corruption or if the principal has substantive suspicion in this regard, the principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

- 8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

Details of IEM appointed by IT1 are as under:

Shri Javeed Ahmad, IPS(Retd.)
M-1101, Shalimar Gallant Apartment
Vigyanpuri, Mahanagar, Lucknow-226006

- 8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.
- 8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.
- 8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within toweeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the principal 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 Central Vigilance Commissioner.
- 8.7 The word 'Monitor' would include both singular and plural.

SECTION 9 - FACILITATION OF INVESTIGATION

9.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all help to the Principal for the purpose of verification of the documents.

SECTION 10 - LAW AND JURISDICTION

10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall be the seat of the Principal.

10.2 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

SECTION 11 – PACT DURATION

This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/ guarantee period of the project /work awarded, to the fullest satisfaction of the Principal.

If the Bidder(s)/Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the Bidder(s)/Contractor(s).

If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

SECTION 12 - OTHER PROVISIONS

12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate office of the Principal at Bengaluru.

12.2 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.

- 12.-³ If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.
- 12.-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.
- 12.-³ Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with interpretation thereof shall not be subject to any Arbitration.
- 12.-⁴ The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place date first done mentioned in the presence of the witnesses:

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

.....

Name Designation

Name Designation

Witness

1.

1.

2.

2.

23/24

Form T-6: Format of submission of Summary of Work Experience / Technical Strength of Bidder for “Eligible Projects”

Sub.: Design, Supply Installation, Testing, Commissioning, Configuration, System Integration, Operations and Maintenance of comprehensive Advanced Traffic Management System (ATMS) on Bundelkhand Expressway

Summary of Work Experience

Sr. No.	Project Name	Client Name	Scope of Work	Detailed Features	Project Value	Present Status

Note: Project specific details of all the above projects to be provided in T-6(i)

Name

Designation/ Title of the Authorized Signatory.....

Dated: /... /2022

Form T-6(i): Format of submission of Work Experience / Technical Strength of Bidder (during past 5 years, till the year ending March, 2022)

Sub.: Design, Supply Installation, Testing, Commissioning, Configuration, System Integration, Operations and Maintenance of comprehensive Advanced Traffic Management System (ATMS) on Bundelkhand Expressway

Client Details Client Name: Address: Name of Contact Person: Contact No. Contact E-mail ID. (official e-mail ID)		Name of Work / Project ⁴ Location: Approximate Value of Work / Project (INR)
Start Date Completion Date Present Status Application Users Name of Persons Deployed (Key Persons only)	Present Status of Project (as per the Bidders mandate)	Detailed features of Project Executed:

Name

Designation/ Title of the Authorized Signatory.....

Dated: /... /2022

26/24

Format for Non-Black-Listing

(self-declaration on company's letter head)

Undertaking for Non Black-listing

Certified that We M/s _____ have not been 'Black-listed' by any Government Department
Organizations, in the last 1 year for defective /deficient service or any such reason related to Business Conduct

Signatures of the Bidder