



MSP- NZ II  
(A Govt. of India Undertaking)  
ITI Bhawan, TC/18V, Vibhuti Khand, Gomti Nagar  
Lucknow – 226 010 (U.P.)  
Website: [www.itilttd.in](http://www.itilttd.in)

## **Expression of Interest from ITI Limited's Empaneled Partners**

**EOI No: ITI/MSP/LKO/SIA-01**

**Date: 17-10-2024**

**Selection of System Integration Associates (SIA) As Human Resource Recruitment Agency for Recruitment Services of Contractual Positions under National Health Mission, Uttar Pradesh**

**Due Date of Bid Submission: 21-10-2024 at 13:00 Hours**

**Due Date of Bid Opening: 21-10-2024 at 16:00 Hours**

**(Bid Submission through Online / e-Tendering mode only)**

**Helpdesk for Online Bid Submission: 011-4960 6060 / 93550 30608 / 93550 30620**

# Contents

---

<b>CHAPTER 1 – INTRODUCTION</b> .....	3
<b>CHAPTER 2 – IMPORTANT TIMELINES</b> .....	4
<b>CHAPTER 3 – ELIGIBILITY CRITERIA FOR BIDDERS</b> .....	5-10
<b>CHAPTER 4 – SCOPE OF WORK</b> .....	9
<b>CHAPTER 5 – EVALUATION OF BIDS</b> .....	19
<b>Technical Evaluation</b> .....	20
<b>Evaluation Criteria</b> .....	20
<b>CHAPTER 6 – TECHNICAL BID</b> .....	21
<b>Annexure-A</b> .....	38
<b>Annexure-B</b> .....	40
<b>Annexure-C</b> .....	41
<b>Annexure-D</b> .....	42
<b>Annexure-E</b> .....	43
<b>Annexure-F</b> .....	45
<b>Annexure-G</b> .....	46
<b>Annexure-                  H</b> .....	53-58

## CHAPTER 1 – INTRODUCTION

---

ITI Limited, a Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications & IT, is a leading Telecom equipment manufacturer and solution provider in India. The major customers are BSNL, BBNL, MTNL, Defence, Paramilitary Forces, Railways, Banks, Central & State Govt. departments, Institutions and Research organizations like ISRO.

ITI Limited has been undertaking various projects in all fields of telecommunications and information technology and also continuously deploying new technologies in the field of Telecom, ICT, Networking, e-Governance etc. ITI has diversified its operation and has been executing projects in the field of Smart Infrastructure (Smart Cities, Safe Cities, Smart Energy Meters, Smart Classrooms, Smart Poles etc.), BharatNet etc.

ITI is interested in addressing some of the prospected business opportunities where it is strongly positioned by virtue of its 'PSU Status', proven 'Project Management Capabilities' and rich Relevant-Experience. ITI is looking for business association from reputed System Integrators/ OEMs who can assist ITI to win the business and ultimately help ITI in the execution of the project.

The objective of this Invitation for submission of bid is to identify a System Integration Associate (**SIA**) to address a particular 'Business Opportunity' / a kind of 'Business Opportunity' which has emerged or under process to emerge from a client for the implementation of a project in Government Domain. The prospective customer has already published/disclosed its broad requirement through an Invitation for EOI/RFP/Tender/e-Mail/Discussions which is to be responded with the submission of Techno-commercial Proposal / Bid in due course of time.

The selected Bidders who is to play the role of a 'System Integrator' has to enter in to a contract with ITI Limited to forge a case-specific business alliance for addressing the opportunity.

During the bidding process, the vendor is supposed to provide the requisite Techno-commercial inputs to ITI as per the Requirements/Specifications/Expectations/Scope of Work of the prospective customer to win a commercial-favour in terms of award of order to ITI. Other finer details of the Scope of Work of Project would be shared with the selected Bidders & may expand further as per end customer requirements against Ref. No.: SPMU/NHM/PROCURE/HR AGENCY/2023-24/118/3.

In the event of the award of an order to ITI, the selected business associate would act as a SI/ Vendor/Service Provider to implement the project for which a separate 'Purchase Order' would be placed on the selected SIA.

## CHAPTER 2 – IMPORTANT TIMELINES

Sl. No.	Important Points / Timelines	Details
1	<b>EoI/RFP/Tender Authority Enquiry</b>	Chief Manager ITI Limited, MSP-UP ITI Bhavan, TC-18V, Vibhuti Khand Gombi Nagar, Lucknow- 226 010, India Phone: (0522) 272-0305 Email: head_mspup@itilttd.co.in; msp_lko@itilttd.co.in
2	<b>Contact Person for the clarification of EoI/RFP/Tender Document</b>	Shri Arun Kumar Singh Chief Manager (MSP-Lucknow) 9935549822 / (0522) 272-0305
3	<b>Tender Type (Open/Limited)</b>	LIMITED TENDER
4	<b>No. of Cover/Packet</b>	Two Cover System
5	<b>Tender Category (Goods/Services/Works)</b>	Services
6	<b>Payment Mode (Online/Offline)</b>	Online
7	<b>EoI/RFP/Tender Document Cost (inclusive of GST)</b>	Rs. <b>10,000</b> (Inclusive of GST @18%)
8	<b>EMD Amount</b>	Bid Security of INR <b>15 Lakhs (Fifteen Lakhs only)</b> /- in the form of DD/PBG/NEFT is to be submitted by the participating Bidder.
9	<b>Solvency</b>	Rs.1 Cr.
10	<b>Estimated Value of Enquiry</b>	Rs. 50 Cr (approx.)
11	<b>Date of Issue / Publishing of the EOI/RFP/Tender</b>	17-10-2024
12	<b>Due Date, Time &amp; Place for Sale of EoI/RFP/Tender Document</b>	21-10-2024 / 13:00 Hrs. / ITI Limited, MSP-UP, Lucknow.
13	<b>Due Date, Time &amp; Place for Opening of Technical Bid</b>	21-10-2024 / 16:00 Hrs. / ITI Limited, MSP-UP, Lucknow.
14	<b>Due Date, Time &amp; Place for Opening of Financial Bid</b>	Will be intimated after course of time.
15	<b>Reference Tender Number</b>	<b>Ref. No.: SPMU/NHM/PROCURE/HR AGENCY/2023-24/118/3</b>
16	<b>Contract Period</b>	2 Years (Initially) +1 Year based on requirement of end customer.
17	<b>Mode of Submission of Bid</b>	Online / e-Tendering mode only through ITI e-WizardPortal <a href="https://itilimited.ewizard.in/">https://itilimited.ewizard.in/</a>

## CHAPTER 3 – ELIGIBILITY CRITERIA FOR BIDDERS

The Bidders must fulfil the following eligibility criteria:

Sl. No.	Eligibility Criteria	Documents Required
1.	<p>a) Bidder should be registered under the Companies Act, 1956 / 2013 as amended or a Proprietorship Firms or Partnership Firms registered under Partnership Act 1932 and should have at least 5 years of operations in India as on bid submission date.</p> <p>b) Consortium is Not allowed.</p> <p>c) Bidder should have their Offices at Lucknow. In order to meet end customer's Tender requirements swiftly.</p>	<p><b>Bidder should submit the following documents:</b></p> <p>a) Copy of Certificate of Incorporation / Registration Certificate.</p> <p>b) Copy of MOA (Memorandum of Association) and AOA (Article of Association).</p> <p>c) Copy of PAN card.</p> <p>d) Copy of GST Registration Certificate.</p> <p><b>Note- Details required as per I</b></p>
2.	<p>Bidder should not have been blacklisted / debarred by any Govt. department or any PSU (State or Central) / Autonomous Institution in India as on bid submission date.</p>	<p>Bidder should submit an undertaking signed by CEO / Country Head / Director/ Authorized Signatory of the company on non-judicial stamp paper of INR 100/- or such equivalent amount and the same to be attested by notary public.</p> <p><b>(Declaration required as per Annexure-E)</b></p>
3.	<p>a) All experiences regarding eligibility criteria will be pertaining to India only. Experiences outside India will not be considered.</p> <p>b) Bidder must be empaneled with ITI limited through ITI RFP CORP/MKTG/Empanelment/2023/07 on prior from the date of Submission against this EOI and in case of consortium it is mandatory that both Bidder to be empaneled.</p> <p>c) Bidder must have their office at Lucknow.</p>	<p>a) Self-declaration on company letterhead.</p> <p>b) Copy of Empanelment letter of the Bidder.</p> <p>c) Company Office Address details on Rs. 100/- Notarized Stamp. Proof of registration to be submitted.</p>
4.	<p>Bidder should have the valid ISO 9001:2008 /ISO 9001:2015/ ISO 10667-1:2020, and CMMI Level 3 for Quality Management System.</p>	<p>Copy of valid certificate.</p>

5.	Bidder must submit certain declarations as per <b>Annexure-D</b> without which bid would not be considered for evaluation.	Declarations as per <b>Annexure-D</b> .
6.	<p>1) The average annual turnover of the bidder should be minimum 50 crores in the last three 3 consecutive financial years. The turnover should be of the Bidder and not of the group companies.</p> <p>(2) For Bidder it should be minimum 50 crores separately for Bidder in the last three (3) consecutive financial years for 2020-21, 2021-22 and 2022-23.</p> <p>3) Bidder should have an average annual financial turnover during last three (3) audited years, ending 31st March of the last financial year of at least Rs. 50 Cr. in India [(FY2020-21, FY2021-22 and FY2022-23)].</p>	<p>a) Audited financial statements for the last three financial years.</p> <p>b) Certificate from the Statutory Auditor / Company Secretary for the last three financial years.</p> <p>c) CA certificate required with UDIN</p>
7.	Bidder must have positive Net Worth in last three financial years [(FY2020-21, FY2021-22 and FY2022-23)].	<p>a) Audited financial statements for the last three financial years.</p> <p>b) Certificate from the Statutory Auditor / Company Secretary for the last three financial years.</p>

Sl. No.	Eligibility Criteria	Documents Required
8.	Bidder should have a dedicated project office at the respective project site as per requirement of end customer's guidelines.	Undertaking as per <b>Annexure-F</b> is to be submitted.
9.	<p>Bidder should have Experience of having successfully completed similar works in any Central or State Govt. / PSU / Autonomous for Computer based exams during last 3 years ending last day of month previous to the below the criteria in which applications are invited should be the following: -</p> <ul style="list-style-type: none"> <li>a) The Bidder must have successfully executed 1 similar projects (conduct of CBT) in all India basis, out of which at least one project should be Conduct of Computer based Examination with capability of 70,000 or more candidates appeared in single shift.</li> <li>b) The Bidder must have successfully executed/Ongoing work order for Medical Staff/ Para Medical Staff recruitment for at least any 1 Government Department / Government Medical Institution.</li> <li>c) Since this examination is at Uttar Pradesh, The Bidder must have experience of successfully execution of CBT examination in all 75 Districts of Uttarpradesh.</li> <li>d) Bidder should have at least regular 300 or more technical employees employed in-house in India for Conduct of exam, development of software, maintenance of software, networking, and data security. The proof of ESI/ PF registration or self-declaration shall be submitted.</li> </ul>	<p><b>Bidder should submit the following in support of credentials:</b></p> <p>Completion/Ongoing Certificate issued &amp; signed by the competent authority of the client entity along with the supporting documents such as Work Order / Purchase Order <b>OR</b> Contract Agreement clearly highlighting the scope of work, Bill of Material and value of the contract / order.</p> <p>Proof of Conducting CBT exams in all 75 Districts of UttarPradesh needs to submitted (Undertaking may be furnished on Company Letterhead)</p> <p>For Manpower Details, An undertaking on Firm's Letter head need to be furnished by HR Team.</p>

- e) The software provided by Bidder should be Govt. of India compliant CERT-In certified for IT security and the Bidder must use 256-bit encryption for Question paper transfer.
- f) Bidder should have in-house capability of generating Question Papers for CBT Examinations.
- g) Bidder should have infrastructure in all the major cities across India with validated nodes/ computers, appropriate technology, hardware and software, dedicated connectivity, trained proctoring staff, adequate security measures and due diligence etc.
- h) Bidder shall be the single point of contact with ITI Ltd. and shall be solely responsible for the execution and delivery of the work. The Bidder will provide examination delivery software.
- i) The Bidder must show and submit suitable emergency management plan during any crisis situations/ redundancy of servers, switches, nodes additional center locations, students' data.
- j) The Bidder should not be blacklisted by central/state government departments / undertakings as on the bid submission date.
- j) At any time before the submission of bids, ITI Ltd. may amend the EoI by issuing an addendum in writing or by standard electronic means. If the amendment is substantial, Bidder(s) shall be given reasonable time to make amendment or to submit revised bid and the deadline for submission of bids will be extended if required by the **End Customer**. ITI Ltd. has right to cancel or modify the EoI at their own



discretion and this decision has to be abided by Bidders.

k) Even though Bidders may satisfy the above requirements, they may be disqualified if they have:

- 1.) Made misleading or false representation or facts or deliberately suppressed the information to be provided in the forms, statements, and enclosures of this document.
- 2.) If confidential inquiry reveals facts contrary to the information provided by the Bidder.
- 3.) If confidential inquiry reveals unsatisfactory performance in any of the selection criteria.

**Note:**

- **Similar works mean projects related to** conduct different CBT Based recruitment examinations & CBT related Auxiliary Services (Refer Annexure - J).
- In case of Bidder must have all similar experiences/work order for Medical Staff/ Para Medical Staff recruitment for any Government Department / Government Medical Institution.

## CHAPTER 4 – SCOPE OF WORK

---

The System Integration Associates (SIA) is expected to perform the below activities for the end customer and explain their process on Bidder's Letterhead in their proposal along with Scope of work Compliance.

### 4.1 Detailed Scope of Work

The deliverables include

#### 4.1.1. Deployment of the Agency team and project inception meeting

- (A) Ensure that the Agency team (04-05 members), including all the experts (especially having expertise in reservation roster w.r.t State of UP) requested by the Nodal Authority is deployed at Lucknow within 20 days from the Effective Date and that each team member is well aware of their roles and responsibilities and the same is communicated to the Nodal Authority.
- (B) Organize a project inception meeting with the Nodal Authority prior to every recruitment drive, and other departments required to be working with the Agency, to align all stakeholders on the contract terms and scope of work

#### 4.1.2. Recruitment for vacant contractual positions already identified by the Nodal Authority

- (A) Understanding the vacant positions already identified by the Nodal authority across cadres (all NHM paramedical, managerial, administrative, and clerical cadres), levels and projects and the estimated number of such positions identified by Nodal Authority across various cadres and levels. Agency should be well versed with applicability of reservation roster as per guideline of Govt. of Uttar Pradesh and the agency should ensure that they have all the related GOs and guidelines for the same.
- (B) Designing Application form and accordingly development of online application portal for inviting the application from the candidates along with taking the location preference (District, PSCs, training centers, etc.) simultaneously.
- (C) Well established Call Center shall be established by Agency after opening of Online Portal for accepting applications till the closure of recruitment drive, where issues of candidates shall be addressed and resolved through Email and Call.
- (D) A mock video link will be shared with candidates prior ten days of CBT, wherein sample questions/answers shall be uploaded for practice purpose.
- (E) At each Center, invigilators shall be appointed from other hired Centers. Invigilators belongs to Center can't be appointed in same Center.
- (F) A brief Training Session shall be organized by Agency regarding orientation and training, wherein District Magistrate nominated officials, other District level officials and concerned State level members shall participate.
- (G) CCTV Cameras/Jammers/IRIS scanning (at the time of examination and at the time of joining for cross check) at each Center shall be ensured by Agency.
- (H) Carrying out the Screening as per ToR advertised, Selection and Recruitment of Candidates followed by Document verification Process (DVP).
- (I) In addition to the existing vacancies identified, the Nodal Authority can put forward Ad-hoc requests, time to time for additional vacancies (identified by Nodal Authority) which are critical in nature and need to be accommodated on priority.
- (J) The following guidelines will be followed for such Ad-hoc vacancies:
- (K) Requests put forward within the first 30 days of the recruitment drive need to be closed within that recruitment drive; those put forward post the above defined timeline will

be considered for the subsequent cycle.

- (L) Such Ad-hoc vacancies shall not exceed 20% of total vacancies to be closed by the agency in the recruitment driver.

#### **4.1.3. Screening, Selection and Recruitment of Candidates**

- (A) Review and revision (if required) of Job description for the vacant positions under the purview of this project and designing them where it is not already defined
- (B) Drafting and finalizing the recruitment advertisement (including Press advertisement and Detailed advertisement including reservation roster), in consultation with the Nodal Authority.
- (C) Reaching out to potential candidates through the following channels
- (D) Drafting, designing and releasing advertisement(s) on Social media platforms
- (E) Content creation and releasing bulk messages
- (F) Making calls for potential candidates for inviting application
- (G) Other innovative outreach activities as may be required
- (H) Developing Application Forms and other templates.
- (I) Collecting the applications of all the candidates through the online recruitment management system.
- (J) **Screening/scrutinizing** the applications and creating computerized database of all the information mentioned in application forms of the candidates and attached documents strictly as per advertised conditions of recruitment or norms / Terms of Reference (TOR).
- (K) Opening of a Grievance redressal window for three days for rejected candidates in screening for accepting their version and review if necessary.
- (L) Preparing list of candidates who are eligible for Computer Based Test (CBT)/Skill Assessment/ Other Tests/interview as per the ToR advertised.
- (M) Issuing and mailing call letters to the candidates to appear for Computer Based Test (CBT) / Skill Assessment / Online Computer Test / Group Discussion (as applicable) and interview, through/SMS/ telephone / e-mail/web portal.
- (N) Liaising with relevant officials and making local logistical arrangements for Computer Based Test (CBT) / Skill Assessment / Online Computer Test / Group Discussion (as applicable) and interview and arrange facilities for positions requiring the same at the Agency's cost at the District/Divisional/State level. Formation of a check list for the CBT centers in coordination with the nodal authority and identification of the CBT centers as per the checklist.
- (O) Identification of areas of assessment (based on conditions of recruitment of advertised posts) to be included Computer Based **Test (CBT), in consultation with Nodal authority**
- (P) Preparation and sharing tentative syllabus for each vacant post and after confirmation by the Nodal authority, finalization of question papers and maintenance of absolute confidentiality of the same in other related arrangements for smooth conduct of Computer Based Test (CBT)s
- (Q) Arrangement of qualified external invigilator for the examination conducted in smooth and transparent manner at District/Divisional/State level.
- (R) Attendance, Registration Process of candidates appearing for Computer Based Test (CBT)
- (S) Evaluation & preparation of Program wise/Sub Program, Position wise, category wise merit lists in the required formats, maintaining sanctity and confidentiality of the entire process

- (T) Preparation of Scoring Sheets and other required formats and organizing Interviews under the guidance of Nodal authority.
- (U) Conduct any other selection process as defined by the Nodal Authority.
- (V) Preparation of Final Results along with waitlist and allocation of location to shortlisted candidates as per merit obtained (District, PSCs, training centers, etc.) as well as list of not shortlisted and failed candidates. Providing online link for individual online score card of the candidates appeared in the recruitment process for the result declaration process.
- (W) Issuance of offer letter to the shortlisted candidates
- (X) Background check/verification of the shortlisted candidates for state level vacancies
- (Y) Follow up with the shortlisted candidates and facilitate the process of joining and share the joining status with Nodal Authority.
- (Z) Keeping a track of and coordinating the on boarding of candidates to whom offer letters were issued and agency shall compile and share the joining status of shortlisted candidates with Nodal authority and accordingly eligible category wise waitlist shall be issued based on joining of candidates.
- (AA) Maintaining recruitment data on their own hand for at least 05 years and to provide data to Nodal authority as and when required for resolving RTIs, IGRS and court cases.

## **4.2 Exit Management Period**

- 4.2.1.** The Selected Agency shall provide NHM-UP with an exit management plan ("**Exit Management Plan**") as a deliverable in writing in relation to the Contract as a whole and in compliance to KPI etc. within 30(thirty) days from the effective date of agreement signed between NHM-UP and Selected Agency and receive approval upon the same from NHM-UP.
- 4.2.2.** The responsibility of the execution of the entire exit management process shall vest solely  
Upon the Selected Agency
- 4.2.3.** The exit management period shall start: in case of expiry of agreement, 30 (thirty) days before the Contract end date; or in case of termination of Contract, on the date when notice of termination of Contract is sent by either of the parties.
- 4.2.4.** The exit management period shall end, on either of these dates, whichever is earlier, on any date agreed upon by NHM-UP and the Selected Agency; or, 30 (thirty) days after the Contract end date; or 30 (thirty) days from the date of notice of termination of Contract
- 4.2.5.** The responsibility of the execution of the entire exit management process shall vest solely upon the Selected Agency
- 4.2.6.** NHM-UP shall be entitled to serve notice in writing to the Selected Agency at any time during the exit management period as detailed hereinabove requiring the Selected Agency to provide NHM-UP with a complete and up to date list of the assets/ inventory/ tasks accomplished/ pending tasks etc. in relation to the Project
- 4.2.7.** During the exit management period, the Selected Agency shall continue to provide seamless services and fulfill performance obligations without any interruptions.
- 4.2.8.** The Exit Management Plan shall cover the following aspects of exit management, including but not limited to:
  - a. A detailed transfer process that could be used in conjunction with the next service provider including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services

and of the management structure to be used during the transfer.

- b. Plans for the communication with such of the Selected Agency staff, suppliers and any related third party as are necessary to avoid any material detrimental impact on the services as a result of undertaking the transfer
- c. Plans for providing handholding support for 60 (sixty) days after transfer to NHM-UP and next service provider to be on-boarded

**4.2.9.** The Selected Agency shall comply with all other requirements as may be prescribed under Applicable Laws to complete the assignment of all the rights, title and interest of the Selected Agency free from all encumbrances absolutely and free of any charge or tax to NHM-UP

**4.2.10.** The responsibility shall vest with the Selected Agency for the smooth transition of services during the exit management period. The responsibility of the Selected Agency shall only cease upon the satisfaction of NHM-UP

**4.2.11.** In the event the Selected Agency takes possession/ carries away any asset belonging to NHM- UP, then NHM-UP will be entitled to forfeit the Performance Security in addition to taking any other recourse available under the law, including blacklisting the Selected Agency

**4.2.12.** The Selected Agency shall promptly on the commencement of the exit management period, supply the following at no extra cost to NHM-UP :

- a. The Selected Agency shall in consultation with NHM-UP deliver the process documents, policies, relevant records, manuals, reports, source codes for the Dashboard, operation and maintenance records and manuals and all other documents pertaining to the Project
- b. All the information relating to the current services being rendered; data on performance of the services; Project's Intellectual Property Rights; any Project specific documentation; any other data and confidential information related to the Project; current and updated Project data as is reasonably required in a readily available format for transitioning of the services
- c. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable transition of the services to NHM- UP or to the next service provider to carry out due diligence in order, as the case may be
- d. Based on the approved exit management plan, the Selected Agency would work towards handover of the Project operations to the next service provider. However, all the relevant information regarding the Project in terms of data, documents, files, SOPs/ guidelines, database, process documents etc. would have to be handed over to NHM-UP and/ or to the next service provider

**4.2.13.** At the end of the exit management period, NHM-UP will acknowledge complete system acceptance in writing to the Agency upon completion of the following:

- a. Sign off from the competent authority of NHM-UP after completion of project activities like installation of hardware, software, training, etc.
- b. All required activities as provided in the Contract including all changes agreed by NHM- UP are delivered by Agency and accepted by NHM-UP.
- c. All required system functionality and documentation as provided in the Contract

including all changes agreed by NHM-UP and delivered by the Agency and accepted by NHM-UP.

- d. All required documentation as provided in the Contract including all changes agreed by NHM-UP and delivered by the Agency and accepted by NHM-UP
- e. All identified shortcomings/defects in the systems have been addressed to complete satisfaction of NHM-UP.
- f. Certification by a third-party testing agency if appointed by NHM-UP.

In order to accept the system at the time of termination, NHM-UP must be satisfied that all of the work has been completed and delivered with complete satisfaction and that all aspects of the system perform acceptably. The functional/logical acceptance of the system will only be certified when the proposed system is installed and configured according to the design and that all the detailed procedures of operating them have been carried out by the Agency in the presence of NHM-UP Staff.

**4.2.14.** The exit management period would continue for 30 (thirty) days subsequent to Contract end date with the Selected Agency. Only during this period, subsequent to Contract end date, the Selected Agency would not be entitled to receive any payments from NHM-UP.

**4.2.15.** In case the knowledge transfer and requisite information/ data/ documents/ SOPs etc. are not transferred or shared by the Selected Agency with NHM-UP and/or the next service provider within the defined timelines, NHM-UP will be entitled to forfeit the Performance Security in addition to taking any other recourse available under the law, including black listing the Selected Agency.

### 4.3 Project Timelines

The Selected Agency would be required to commence work as mentioned in the Scope of Work section as per the following timeline from the date of award.

Scope	Deliverables	Timelines
<p><b>1. Deployment of the Agency team and project inception meeting</b></p> <p>(A) Ensure that the Agency team (04-05 members), including all the experts (especially having expertise in reservation roster w.r.t State of UP) requested by the Nodal Authority is deployed at Lucknow within 20 days from the Effective Date and that each team member is well aware of their roles and responsibilities and the same is communicated to the Nodal Authority.</p> <p>(B) Organize a project inception meeting with the Nodal Authority prior to every recruitment drive, and other departments required to be working with the Agency, to align all stakeholders on the</p>	<p>-Deployment of onsite Agency team</p>	<p>-Within 20 days from Effective date</p>

<p>contract terms and scope of work</p>		
<p><b>2. Recruitment for vacant contractual positions already identified by the Nodal Authority</b>  (A) Understanding the vacant positions already identified by the Nodal authority across cadres (all NHM paramedical, managerial, administrative, and clerical cadres), levels and projects and the estimated number of such positions identified by Nodal Authority across various cadres and levels. Agency should be well versed with applicability of reservation roaster as per guideline of Govt. of Uttar Pradesh and the agency should ensure that they have all the related GOs and guidelines for the same.</p>	<p>-Prioritized activity plan for recruitment and selection</p> <p>Closure of pre identified vacancies</p>	<p>-Within 30 days from effective date</p> <p>-Within 180 days from effective date</p>

<p>(B) Designing Application form and accordingly development of online application portal for inviting the application from the candidates along with taking the location preference (District, PSCs, training centers, etc.) simultaneously.</p> <p>(C) Well established Call Center shall be established by Agency after opening of Online Portal for accepting applications till the closure of recruitment drive, where issues of candidates shall be addressed and resolved through Email and Call.</p> <p>(D) A mock video link will be shared with candidates prior ten days of CBT, wherein sample questions/answers shall be uploaded for practice purpose.</p> <p>(E) At each Center, invigilators shall be appointed from other hired Centers. Invigilators belongs to Center can't be appointed in same Center.</p> <p>(F) A brief Training Session shall be organized by Agency regarding orientation and training, wherein District Magistrate nominated officials, other District level officials and concerned State level members shall participate.</p> <p>(G) CCTV Cameras/Jammers/IRIS scanning (at the time of examination and at the time of joining for cross check) at each Center shall be ensured by Agency.</p> <p>(H) Carrying out the Screening as per ToR advertised, Selection and Recruitment of Candidates followed by Document verification Process (DVP).</p> <p>(I) In addition to the existing vacancies identified, the Nodal Authority can put forward Ad-hoc requests, time to time for additional vacancies (identified by Nodal Authority) which are critical in nature and need to be accommodated on priority.</p> <p>(J) The following guidelines will be followed for such Ad-hoc vacancies.</p> <p>(K) Requests put forward within the</p>	<p>-Closure of Ad-hoc vacancies (M)</p>	<p>To be discussed and mutually agreed upon by Nodal Authority and Agency as and when needed</p>
--	---	--



<p>first 30 days of the recruitment drive need to be closed within that recruitment drive; those put forward post the above defined timeline will be considered for the subsequent cycle</p> <p>(L) Such Ad-hoc vacancies shall not exceed 20% of total vacancies to be closed by the agency in the recruitment driver.</p> <p><b>3. Screening, Selection and Recruitment of Candidates</b></p> <p>(A) Review and revision (if required) of Job description for the vacant positions under the purview of this project and designing them where it is not already defined</p> <p>(B) Drafting and finalizing the recruitment advertisement (including Press advertisement and Detailed advertisement including reservation roster), in consultation with the Nodal Authority.</p> <p>(C) Reaching out to potential candidates through the following channels</p> <p>(D) Drafting, designing and releasing advertisement(s) on Social media platforms</p> <p>(E) Content creation and releasing bulk messages</p> <p>(F) Making calls for potential candidates for inviting application</p> <p>(G) Other innovative outreach activities as may be required</p> <p>(H) Developing Application Forms and other templates.</p> <p>(I) Collecting the applications of all the candidates through the online recruitment management system.</p> <p>(J) Screening/scrutinizing the applications and creating computerized database of all the</p>		
--	--	--



## CHAPTER 5 – EVALUATION OF BIDS

### **5.1 Technical Scoring Criteria:**

<b>Sr. No.</b>	<b>Criteria</b>	<b>Score</b>
<b>1.1</b>	<b>Bidder's profile</b>	<b>20</b>
1.1.1	<b>Legal Structure</b>	<b>10</b>
	Partnership /Proprietary	1
	Private Limited	5
	Limited Company	10
1.1.2	<b>Overall regular staff strength (Project Management/ Development/ Quality Assurance/ Implementation/ Operations)</b>	<b>10</b>
	= 100 – 300	5
	> 300	10
<b>1.2</b>	<b>Bidder's Certification for the last 5 years</b>	<b>10</b>
1.2.1	<b>CMMi level Development &amp; CMMi level Service</b>	<b>5</b>
1.2.2	CMMi level 3	2
	CMMi level 3 above	5
1.2.3	Cert-In Certification for the Software & Services for Technical Solution Partner	5
<b>1.3</b>	<b>Bidder's Financial Capability</b>	<b>15</b>
1.3.1	Average annual turnover for the period 2020-21, 2021-22 and 2022 – 23.	<b>15</b>
	More than 50 CR and Less than 100 Crore INR	5
	More than 100 CR and Less than 150 Crore INR	10
	More than 150 Crore INR	15
<b>1.4</b>	<b>Bidder's experience in CBT</b>	<b>10</b>
1.4.1	<b>Maximum number of candidates appeared in computer-based examination in single shift completed in India in last three financial years (as on date of bid submission)</b>	<b>10</b>
	50,000 – 70,000 Candidates	2
	70,001 – 1,00,000 Candidates	5
	> 1,00,000 Candidates	10
<b>1.5</b>	<b>Bidder's infrastructure capability</b>	<b>10</b>
1.5.1	<b>UP Government led CBT Examination conducted in Uttar Pradesh Districts.(No of Districts)</b>	<b>10</b>
	<= 50	5
	> 50	10
<b>1.6</b>	<b>Bidder's Technical Capabilities</b>	<b>35</b>
1.6.1	<b>Presentation and Demonstration Capabilities of Technology by Bidder.</b>	<b>25</b>
1.6.2	<b>Presentation and Demonstration Capabilities by Auxiliary Services of Bidder</b>	<b>5</b>
	<b>Node Possession Certification- Min 250 Nodes in each center</b>	<b>5</b>

## **Technical Evaluation**

1. Detailed technical evaluation shall be carried out in the EoI document to determine the substantial responsiveness of each Bidder. The substantially responsive bid is one that conforms to all the eligibility and scope of work of the EoI without any material deviation.
2. The evaluation committee may call the responsive Bidder(s) who comply with all terms and conditions of the EoI for discussion and presentation to facilitate and assess their understanding of the scope of work and its execution. The Bidder(s) will give a detailed presentation on how their technology is best suited for End Customer. However, the committee shall have sole discretion to call for discussion/presentation.
3. In case of single proposals received by the End customer, the customer reserves the rights to proceed with the same without re-issuance of the EoI.
4. No further subcontracting & subletting of Contract\SOW will be allowed by any of Bidder.
5. All annexures to be printed & signed by Bidder on its letter head.

## **Evaluation Criteria:**

1. Bidder(s) should fulfill the technical pre-requisite criteria for further evaluation of TechnicalScoring.
2. Bidder(s) minimum qualifying marks is 80. However, ITI will select the highest scorer as System Integration Associate.

## CHAPTER 6 – TECHNICAL BID

### TECHNICAL BID [Envelop-I]:

It shall have the **full name, address of the Bidder / the authorized agent delivering the tender at the bottom left hand corner of the sealed cover**. The cover shall consist of the following:

1	Power of Attorney (POA) towards bid signing authority / Authorization letter from Director or CEO of the Bidder (in Company's letterhead) authorizing the person towards bid signing authority.
2	Bid Covering Letter (as per <b>Annexure-A</b> ).
3	Bidder's Profile (as per <b>Annexure-B</b> ).
4	Tender Document Fee.
5	Certificate of Incorporation, Memorandum of Association (MOA) & Articles of Association (AOA).
6	PAN Registration Certificate / PAN Card.
7	GST Registration Certificate.
8	EPF & ESI Registration Certificates.
9	ISO Certificate.
10	Clause-by-clause Compliance Statement of Bidder's Eligibility Criteria (as per <b>Annexure-C</b> ) along with supporting documents.
11	General Declaration of Bidder (as per <b>Annexure-D</b> ).
12	Declaration of Bidder being not Blacklisted / Debarred (as per <b>Annexure-E</b> ).
13	Declaration of Bidder towards Local Presence in Project Site (as per <b>Annexure-F</b> ).
14	BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY DEPOSIT
15	Audited financial statements (Balance Sheet & P/L Accounts) for last three financial years (2020-21, 2021-22 & 2022-23)].
16	Certificate from Statutory Auditor / CA specifying the Positive Net Worth for last three years [(2020-21, 2021-22 & 2022-23)].
17	Experience Certificates: Work Order / Agreements of the projects along with completion certificates clearly highlighting the Scope of Work (SOW), Bill of Material (BOM), cost of the project(s). The experience is required to meet the eligibility conditions detailed in the Bidder's Eligibility Criteria.
18	Certification in Bidder's letter head towards Funding Plan to execute the project or Solvency Certificate from the banker.
19	PROFORMA OF NON-DISCLOSURE AGREEMENT (NDA) (as per <b>Annexure-I</b> ). NDA to be submitted.

20	Tender document duly signed by the authorized person of the Bidder at bottom of each page of the complete tender document as an acceptance for having read, understood and accepted the tender.
21	All other docs as mentioned in this tender elsewhere.
22	An undertaking of non-subcontracting & subletting of Contract\SOW will be allowed by any of Bidder

**PRICE BID**

**Selection of Human Resource Recruitment Agency for Recruitment Services of Contractual Positions under National Health Mission, Uttar Pradesh**

**OFFERED NET MARGIN (NET OF TAX) TO ITI**

<u>Description of Job</u>	<u>Net margin to ITI over quoted price to end customer (in figure)</u>	<u>Net margin to ITI over quoted price to end customer) in words</u>
<b>Selection of System Integration Associates as Human Resource Recruitment Agency for Recruitment Services of Contractual Positions under National Health Mission, Uttar Pradesh</b>		
<b>Bidders have to quote net revenue share offered to ITI in percentage (inclusive of all taxes). The Bidder has to indicate the percentage both in figures and in words.</b>		
<b>The BOQ (Bill of Quantity) for which services are required (from the Bidder through this EOI process) will be finalized after the finalization of this EOI only. Post warranty AMC support (if not mentioned in the main EOI/RFP/Tender), if required, is to be provided by the Bidder as per the mutual understanding/ acceptance of Bidder, ITI &amp; end customer.</b>		

Signature of authorized person of the Bidder.....

Place: .....Date: .....

Full Name in Block Letter: .....

**Seal**

**of**

**Company**

**(Bid Covering Letter / Annexure-A)**

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

Ref: Tender no. .... dated .....

**Subject: Bid Covering Letter against Expression of Interest (EoI) .....**

Dear Sir,

Having examined the EoI/RFP/Tender document, we hereby submit our bid for the subject requirement which has emerged from some Government body to implement the above captioned project.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to ITI Limited is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Buyer in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short-listing process, we are liable to be dismissed from the selection process or termination of the agreement during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the EoI/RFP/Tender document including annexures and corrigendum if any and also agree to abide by this tender response for a period of 6 months from the date fixed for bid opening.

We hereby declare that in case the agreement is awarded to us, we shall submit the Performance Guarantee in the form of bank guarantee in the format to be provided by ITI Limited.

We agree that ITI Limited is not bound to accept any tender response that they may receive. We also agree that ITI Limited reserves the right in absolute sense to reject all or any of the services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

We understand that it will be the responsibility of our organization to keep ITI Limited informed of any changes in respect of authorized person and we fully understand that ITI Limited shall not be responsible for non-receipt or non-delivery of any communication and/or any missing communication in the event reasonable prior notice of any change in the authorized person of the company is not provided to ITI Limited.

Dated this    Day of **2024**

Authorized Signatory Name:

Designation:

(Company Seal)

**Note:            To            be            submitted            in            Company            Letterhead**



**Bidder's 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 in last 3 financial years (Rs in Crore)	2020-21	2021-22	2022-23
5.	IT Turnover in last 3 financial years (Rs in Crore)	2020-21	2021-22	2022-23
6.	Profit / Loss in last 3 financial years (Rs. in Crore)	2020-21	2021-22	2022-23
7.	Net-worth in last 3 financial years (Rs in Crore)	2020-21	2021-22	2022-23
8.	Date of Incorporation			
9.	GST Registration number			
10.	PAN Number			
11.	CIN Number, if applicable			
12.	Number of technical manpower in company's rolls			

Dated this      Day of **2024**

Authorized Signatory Name:

Designation:

(Company Seal)

**Note:            To            be            submitted            in            Company            Letterhead**

**(Annexure-C)**

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

**Subject: Undertaking towards Non-Black Listing of our firm by any Govt. Body.**

Dear Sir,

We hereby declare that we have not been BLACK LISTED by any Govt. department/ PSU (State or Central)/ Autonomous Institution against our performance obligation in India and there has been no litigation with any government department on account of similar services for the last 5 years.

This declaration is being submitted as per the requirement of your EoI/RFP/Tender.

Dated this    Day of **2024**

Authorized Signatory Name:

Designation:

(Company Seal)

**Note:            To            be            submitted            in            Company            Letterhead**

**(Declarations / Annexure-D)**

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

**Subject: Declarations against Expression of Interest (EoI) for .....**

Tender no. .... dated .....

Dear Sir,

We hereby declare / undertake the following:-

We hereby declare that we will work with ITI as per EOI/RFP/Tender terms and conditions of ITI as well as end customer including warranty & post-warranty services and implementation of the project in the event of ITI winning the contract on back-to-back basis.

We hereby declare that we will submit the Tender Fee & EMD (while submitting the bid to the end customer in the form of Bank Guarantee / Demand Draft / Online Payment from any Nationalized / Scheduled Bank) & Performance Bank Guarantee to end customer or ITI (as decided by ITI) as per EoI/RFP/Tender terms & conditions. We also undertake that we will provide EMD & PBG to ITI as per the end-customer's EoI/RFP/Tender terms even if ITI is exempted to submit the same to end- customer because of its PSU status.

We hereby declare that we have 'No Objection/ No Claim/ No Compensation' from ITI Limited if this EoI/RFP/Tender is cancelled at any stage of evaluation process by ITI or the main EoI/RFP/Tender is cancelled by the end customer.

We hereby undertake that we will be equipped with the required manpower with qualifications, certifications and experience as required in the end customer's EoI/RFP/Tender.

We hereby undertake that we will be able to give the proposed solution as required in the end customer's EoI/RFP/Tender.

We hereby undertake that we will arrange required certificate & support (warranty & post-warranty/maintenance) in the name of ITI Limited from the OEM as per end customer's requirement.

We hereby undertake that we will obtain relevant statutory licenses for operational activities.

We indemnify ITI Limited from any claims / penalties / statutory charges / liquidated damages / legal expenses if any etc. as charged by the end customer.

We hereby undertake to make arrangement for signing of agreement between OEM and ITI as per end customer's EoI/RFP/Tender requirement.

We hereby undertake that the OEMs who meet the eligibility and other conditions as per end customer's EoI/RFP/Tender requirement will be finalized by us and produce the required eligibility documents and other related documents of the OEM for final bid submission.

We hereby agree to take the responsibilities covered in the agreement (on back-to-back basis) to

be signed between ITI & OEM (if required) as per end customer's EoI/RFP/Tender terms & conditions.

We hereby declare to supply equipment/components which are brand new, first hand and contain no previously used, recycled or refurbished components.

We hereby declare not to partner with any other organization for addressing this EoI/RFP/Tender.

We hereby declare to accept payment terms on back-to-back basis. Penalties, if any, will be borne by us.

We hereby agree that ITI may take any punitive action as deemed fit, including forfeiture of EMD / Security submitted by us, if it is found that any of the documents / information provided by us (to meet the tender requirement including eligibility) is wrong/ forged/ misleading at any stage of tender processing / evaluation. The decision of ITI regarding forfeiture of the EMD shall be final and shall not be called upon question under any circumstances.

Dated this Day of 2024

Authorized Signatory Name:

Designation:

(Company Seal)

**Note: To be submitted in Company Letterhead**

**(Annexure-E)**

**Compliance Statement of Eligibility Criteria As per SPMU/NHM/PROCURE/HR AGENCY/2023-24/118/3**

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

Dated this    Day of 2024

Authorized Signatory Name:

Designation:

(Company Seal)

**Note:        To        be        submitted        in        Company        Letterhead**

**(Bid Security Declaration / Annexure-F)**

To  
ITI Limited, MSP UP  
ITI Bhavan, TC-18  
Vibhuti Khand, Gomti Nagar  
Lucknow-226010, India

**Subject: Bid Security Declarations against Expression of Interest (EOI) for.....**

Ref: EOI/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 EMD as per end customer) 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 **2024**

Authorized Signatory Name:

Designation:

(Company Seal)

**Note: To be submitted in Company Letterhead**

**INTEGRITY PACT**

PURCHASE ORDER No.

THIS Integrity Pact is made on.....day of .....2024.

**BETWEEN:**

ITI Limited having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bangalore - 560 016 and established under the Ministry of Communications, 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 also include its successors and assigns) ON THE ONE PART

**AND:**

..... Represented by Chief Executive Officer (hereinafter called the System Integration Associates(Bidder) which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the contractor ON THE SECOND PART.

**Preamble**

WHEREAS the Principal intends to award, under laid down organizational procedures, contract for ..... of ITI Limited. 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 Contractor(s).

In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will **monitor** the tender 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 Tender 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**

- 1.1 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, will in connection with the tender 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 personal 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 will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Act 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(S)**

The BIDDER(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the tender process and during the execution of the contract.

- a. The Bidder(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract 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 tender process or during the execution of the contract.
- b. The Bidder(s) will not enter with other 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) will not commit any offence under IPC/PC Act, further the Bidder(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) of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(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) 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) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

### **SECTION 3 – DISQUALIFICATION FROM TENDER PROCESS & EXCLUSION FROM FUTURE CONTRACTS**

- 3.1 If the Bidder(s), during tender 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) from the tender process.
- 3.2 If the Bidder, 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 to exclude including blacklisting for future 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) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.
- 3.3 The Bidder(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.
- 3.4 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.
- 3.5 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 can approach IEM(s) appointed for the purpose of this Pact.
- 3.6 On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s) shall not be entitled for any compensation on this account.

- 3.7 subject to full satisfaction of the Principal, the exclusion of the Bidder(s) could be revoked by the Principal if the Bidder(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) 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 tender process.
- 4.2 If the Bidder(s) makes incorrect statement on this subject, he can be disqualified from the tender 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.

#### **SECTION 5 – PAYMENT CLAUSE**

- 5.1 Payment term as per end customer guideline.
- 5.2 Payment mythology will be as per Annexure-I and duly agreed and certified by Bidder, in any case Payment terms of .
- 5.3 ITI will release payment after NOC clearance received from end customer/competent authority.
- 5.4 ITI will release 80% payment against each invoice submitted by Bidder.

#### **SECTION 6 – COMPENSATION FOR DAMAGE**

- 6.1 If the Principal has disqualified the Bidder(s) from the tender 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.
- 6.2 In addition to 6.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Bidders 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 7 – EQUAL TREATMENT OF ALL BIDDERS**

- 7.1 The Principal will enter into Integrity Pact on all identical terms with Bidder and contractors for identical cases.
- 7.2 The Bidder(s) undertakes to get this signed by its authorized signatory along with the tender document/contract before signing the contract. The Bidder(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement.
- 7.3 The Principal will disqualify from the tender process all Bidders who do not sign

this Integrity Pact or violate its provisions.

## **SECTION 8 – CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S)**

- 8.1 If the Principal receives any information of conduct of a Bidder(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 9 – INDEPENDENT EXTERNAL MONITOR(S)**

- 9.1 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.
- 9.2 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.
- 9.3 The Bidder(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Contractor(s). The Bidder(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 with confidentiality.
- 9.4 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 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.
- 9.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within a reasonable time from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 9.6 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.
- 9.7 The word '**Monitor**' would include both singular and plural.
- 9.8 Details of the Independent External Monitor appointed by the Principal at present is furnished below: -
- Shri Atul Jindal  
3/10 Vishesh Khand  
Gomtinagar, Lucknow- 2260100

Any changes to the same as required/desired by statutory authorities is applicable.

#### **SECTION 10 – FACILITATION OF INVESTIGATION**

10.1 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) and the Bidder (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 11 – LAW AND JURISDICTION**

11.1 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.

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

#### **SECTION 12 – PACT DURATION**

12.1 This Pact begins when both the parties have legally signed it. It expires after 2 Years (Initially) +1 Year based on requirement of end customer on completion of the warranty/guarantee period of the project / work awarded, to the fullest satisfaction of the Principal.

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

12.3 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 13 – OTHER PROVISIONS**

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

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

13.3 If the Contractor(s) or a partnership, the pact must be signed by all Bidders and partners.

13.4 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.

13.5 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.

13.6 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 and date first done mentioned in the presence of the witnesses:

For PRINCIPAL

For BIDDER (S)

.....  
Name-  
Designation-

.....  
Name-  
Designation-

**Witness**

**Witness**

1).....

1).....

## **ANNEXURE -H**

### **PROCEDURE FOR SUBMISSION OF E-TENDER**

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://itiltdeuniwizarde.com>

#### **1. Registration Process on ONLINE Portal**

- a. Bidders to enroll on the e-Procurement module of the portal <https://itiltdeuniwizarde.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](mailto: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 payment (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://itiltdeuniwizarde.com>). Steps are as follows:

**(Home page → Downloads ⇔ Bidder Manuals).**

- b. The tenders will be received online through portal <https://itiltdeuniwizarde.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://itiltdeuniwizarde.com>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available on the website <https://itiltdeuniwizarde.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://itiltdeuniwizarde.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.

**ANNEXURE -I**

**BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY DEPOSIT**

Ref:

Date:

To

**ITI  
Limited  
MSP  
TC/18V, Vibhuti Khand, Gomti Nagar  
Lucknow-226 010, (U.P.) India**

1. As agreed under the relevant terms and conditions of Purchase Order Ref. \_\_\_\_\_ Dated \_\_\_\_\_ (hereinafter called the said Purchase Order) between M/s. ITI Limited, 22 Chittaranjan Avenue, Kolkata-700072, India (hereinafter called the Purchaser) and M/s. \_\_\_\_\_ (hereinafter called the Supplier) for supply of \_\_\_\_\_, the Supplier hereby agrees to furnish a Security Deposit against supply performance by way of an irrevocable Bank Guarantee for Rs. \_\_\_\_\_ (Rupees. \_\_\_\_\_). We \_\_\_\_\_ (indicate the name of Bank) (hereinafter referred to as 'THE BANK' at the request of the Supplier do hereby

undertake to pay to the Purchaser, an amount not exceeding Rs. \_\_\_\_\_ (Rupees. \_\_\_\_\_) against any loss or damage caused to or suffered or would be caused to or suffered by the Purchaser, by reasons or breach by the said Supplier of any of the terms or conditions contained in the said Purchase Order.

2. We \_\_\_(indicate the name of the Bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser, by reason of breach by the said Supplier of any of the terms and conditions contained in the said Purchase Order or by reason of the Supplier's failure to perform the said Purchase Order. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees. \_\_\_\_\_).
3. The Bank further agrees that the Purchaser shall be the sole judge as to whether the said Supplier has committed any breach or breaches of any of the terms and conditions of the contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser on account thereof, and the decision of the Purchaser that the said Supplier has committed such breach or breaches and as to the amount or amounts of loss, damage costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser from time to time shall be conclusive, final and binding on the Bank.

4. We undertake to pay to the Purchaser, any money so demanded notwithstanding any dispute or disputes raised by the Supplier in any suit or proceedings pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
5. It shall not be necessary for the Purchaser to proceed against the Supplier before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Purchaser may have obtained or obtains from the Supplier.
6. We \_\_\_\_\_(indicate the name of Bank) further agree with the Purchaser, that the Purchaser shall have the fullest liberty without our consent and without effecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Purchase Order or to extend time of performance by the said Supplier from time to time or to postpone for any time of from to time any of the powers exercisable by the Purchaser against the said Supplier and to forbear or enforce any of the terms and conditions relating to the said Purchase Order and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to said Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser, to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.
8. We \_\_\_\_\_(indicate the name of Bank) undertake not to revoke this Guarantee during its currency except with the previous written consent of the Purchaser, in writing.

Notwithstanding anything contained in the foregoing clauses, our liability under this guarantee is restricted to Rs. \_\_\_\_\_(Rupees. \_\_\_\_\_)and our guarantee under this guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.

Date:  
 Signatory/Bank Official)Place:  
 Bank)

(Name & Designation of the  
 For \_\_\_\_\_(indicate the name of  
 Bank)

