

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

# Expression of Interest from ITI Limited's Empaneled Partners

EOI No: ITI/MSP/LKO/CentralRail Date: 19-12-2024

Engaging Exam Conducting Agency to conduct Computer Based Tests and all other related services like preparation of adequate numbers of question paper set, processing of Results and panel etc. for Railway Recruitment Cell, Central Railway in connection with recruitment for various posts notified in GDCE Notifications

Due Date of Bid Submission: 26-12-2024 at 10:00 Hours

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

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

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#### 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 Technocommercial 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.: E-Tender No. RRCCR – ECA GDCE – 2024.

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.

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# **CHAPTER 2 – IMPORTANT TIMELINES**

Sl.	Important Points / Timelines	Details
No.	•	
1	EoI/RFP/Tender Enquiry	Chief Manager
	Authority	ITI Limited, MSP-UP
		ITI Bhavan, TC-18V, Vibhuti Khand Gomti
		Nagar, Lucknow- 226 010, India
		Phone: (0522) 272-0305
		Email: msp_lko@itiltd.co.in;
		altafkhan_mspup@itiltd.co.in
2	Contact Person for the	Chief Manager (MSP-Lucknow)
	clarification of EoI/RFP/Tender	7408095637
	Document	
3	Tender Type	LIMITED TENDER
	(Open/Limited)	
4	No. of Cover/Packet	Two Cover System
5	Tender Category	Services
	(Goods/Services/Works)	
6	Payment Mode (Online/Offline)	Online
7	<b>EoI/RFP/Tender Document Cost</b>	<b>11,000/-</b> (Inclusive of GST @18%)
	(inclusive of GST)	
8	EMD Amount	2,63,000/-
9	Solvency	Rs.1 Cr.
10	Estimated Value of Enquiry	Rs. 2,26,02,240/-
		(Excluding GST)
11	Date of Issue / Publishing of the	19-12-2024
	EOI/RFP/Tender	
12	Due Date, Time & Place for Sale	26-12-2024/10:00 Hrs. / ITI Limited, MSP-UP,
	of EoI/RFP/Tender Document	Lucknow.
13	Due Date, Time & Place for	26-12-2024/ 11:00 Hrs. / ITI Limited, MSP-UP,
	Opening of Technical Bid	Lucknow.
14	Due Date, Time & Place for	Will be intimated after course of time.
4.5	Opening of Financial Bid	
15	Reference Tender Number	E Tandar No DDCCD ECA CDCE 2024
16	Mode of Submission of Bid	E-Tender No. RRCCR – ECA GDCE - 2024
16	woue of Submission of Big	Online / e-Tendering mode only through ITI e- WizardPortal <a href="https://itilimited.ewizard.in/">https://itilimited.ewizard.in/</a>
		vv izai ur oi tai <u>iittps.//itiiiiiiteu.ewizai u.iii/</u>

# **CHAPTER 3 – ELIGIBILITY CRITERIA FOR BIDDERS**

The Bidders must fulfill the following eligibility criteria:

Sl.		
No.	Eligibility Criteria	Documents Required
1.		Bidder should submit the following documents:  a) Copy of Certificate of Incorporation / Registration Certificate. b) Copy of MOA (Memorandum of Association) and AOA (Article of Association). c) Copy of PAN card. d) Copy of GST Registration Certificate.  Note- Details required as per Tender
2.	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.	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.  (Declaration required as per Annexure-E)
3.	c) Bidder must have their office at Lucknow.	b) Copy of Empanelment letter of the Bidder. c) Company Office Address details on Rs. 100/- Notarized Stamp. Proof of registration to be submitted.
	Bidder should have the valid ISO 9001:2008 /ISO 9001:2015/ ISO 10667-1:2020, and CMMI Level 3 for Quality Management System.	

5.	Bidder must submit certain declarations asper	Declarations as per <b>Annexure-D</b> .
	<b>Annexure-D</b> without which bid would not be considered for evaluation.	Zeolarations as per ramiental e Zi
	1) The average annual turnover of the bidder should be minimum 5 crores in the last three 3 consecutive financial years. The turnover should be of the Bidder and not of the group companies.	last three financial years.
	(2) For Bidder it should be minimum 5 crores separately for Bidder in the last three (3) consecutive financial years for 2020-21, 2021–22 and 2022-23.	Auditor / Company Secretary for
	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. 5 Cr. in India [(FY2021-22, FY2022-23 and FY2023-24)].	
7.	Bidder must have positive Net Worth in last three financial years [(FY2021-22, FY2022-23 and FY2023-24)].	<ul><li>a) Audited financial statements for the last three financial years.</li><li>b) Certificate from the Statutory Auditor / Company Secretary for the last three financial years.</li></ul>
8.	<ul><li>a) Bidder should have a dedicated project office at the respective project site as per requirement of end customer's guidelines.</li><li>b) Bidder must have registered office in Lucknow through which it is monitored from MSP-UP office.</li></ul>	Undertaking as per <b>Annexure-F</b> is to be submitted.  Registration Certificate along with Notarized Stamp Paper of Rs.100/-
9.	Bidder should have Experience of having successfully completed/ongoing 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: - a) The Bidder must have successfully executed 1 similar projects (conduct of CBT) in all India basis,	Work order to be attached herewith.

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#### **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.

#### **General Information & Technical Specifications**

### 2.0 Scope of Work

The overall scope of work that needs to be executed by the selected Examination Conducting Agency (ECA) under this tender is as below. In case, CBT is conducted in Covid 19 scenario, the ECA will be required to adopt additional safety precautions as detailed in Para 2.5 during the CBT.

## 2.1 Types of Computer Based Tests (CBTs)

The Examination Conducting Agency (ECA) is required to conduct the following Computer Based Tests (CBT) for the eligible applicants of different (serving Railway employees) applied for various categories against the various GDCE Notifications issued from time to time during the currency of the contract:

- i. Single Stage Computer Based Test (CBT) for all Notified Categories under various GDCE notifications.
- ii. Computer Based Aptitude Test for relevant categories. (if notified)
- iii. Computer based typing tests for relevant categories. (if notified)
- iv. Computer Based Stenography Skill Test for Stenographer Categories. (if notified)
- v. Computer Based Translation Test for Junior Translators Categories. (if notified)
- vi. Computer Based Test (**CBT**) for various categories on different dates. (approx. total candidates count will be 41856)

Note: 1) It is planned to conduct Single Stage CBT's for various notified categories.

However, RRC – CR reserves the right to conduct additional CBT's if required for all or a limited number of candidates and as maybe deemed fit by RRC.

### 2.2 Brief on CBT

The selected Examination Conducting Agency is being engaged to conduct the CBT which is a comprehensive, integrated process, designed to manage the overall conduct of RRC Examinations including the following but not limited to:-

- a. Identification, selection and preparation of adequate number of standard venues for the conduct of Computer Based Tests within the stipulated time.
- b. Pre-audit of all examination venues for parameters such as Zero-Black spot CCTV coverage, testing the examination system at full load, etc.
- c. Scheduling of eligible candidates including PwBD candidates to the CBT venues as per the predefined logic and parameters.
- d. Generation and hosting of e-call letters & intimation to candidates through SMS & email.
- e. Arrangements for biometric registration of candidates.
- f. Maintain a robust question bank in a safe and secure manner, preparation of adequate number of sets for automated administration.
- g. End-to-End support including technical, operational, logistic and manpower related support during and after the conduct of examination including:

- i) Invigilation
- ii) Security and frisking (engagement of professional security agencies)
- iii) Establishment of a control room at RRC with robust dashboards for real-time/near-real-time monitoring of examinations.
- iv) Management of representations related to the entire exam process viz Venue allocation, questions & answer keys and the final evaluation & result etc.
  - h. Ensure a seamless, secure conduct of examination.
  - i. Storage and transmission of examination logs and other data to RRC in a safe and secure mode within prescribed time frame.
  - j. Processing the challenges received from candidates with regard to questions/answers keys.
  - k. Timely submission of examination scores of candidates to RRC.
  - 1. Support and provision of requisite MIS to the RRC, during pre-examination, conduct of examination and post-examination phases.
  - m. Biometric (Photograph and Thumb impression) Verification of the candidates for all the stages of CBTs including Stenography Skill Test, Translation Test, Performance Test/Teaching Skill Test and during the process of Document Verification (DV)
  - n. Preparation of the list of candidates to be empanelled against the notified posts of each RRC as per the merit list protocol document.
  - o. Any other incidental activities related to recruitment process under these notifications as required by RRC for smooth conduct of exam.

## 2.3 Detailed Description of Activities.

The basic details of requirements are furnished as below (Technical requirements for conduct of CBT are explained under the Chapter related to Technical Requirements):

## 2.3.1 Data center System.

The Examinations for RRC will be conducted across the jurisdiction of Central Railway spanning from a single shift to multiple shifts (if required) on each day. Accordingly, the Examination Conducting Agency (ECA) is required to have a Data Centre (DC) with a parallel Disaster Recovery (DR) System. The entire Exam related data and software will be stored on the Central Server of ECA. Whenever required, this data will also be uploaded and stored in the Railway Server.

At any point in time during the currency of the contract, if the Government policy demands migration of data from the Examination Conducting Agency (ECA)'s central system to any other identified system, the Examination Conducting Agency (ECA) shall support the migration of data related to this project within mutually agreed timelines and same will be paid separately based on prevailing market cost for the subject work.

## 2.3.2 Local Server System at the Examination Venue.

While the primary Questions / Question Sets shall be securely placed in the Central server System, the examinations of RRC shall be conducted at the

identified examination venues in a LAN Based format with primary and secondary server system.

## 2.3.3 Computer Nodes System.

Every candidate shall be provided with one individual computer node for appearing in the examination. The detailed specifications of the candidates' computer node system are explained in the Technical Requirement chapter of this document.

## 2.3.4 Support Infrastructure.

Support Infrastructure shall include the following but not limited to:

- > Surveillance cameras at site, without leaving any dark spots.
- ➤ Capture biometric data (LTI & photograph) of all candidates and personnel involved in conduct of examination at the venue.
- > Preservation and making available CCTV footage, etc. after examination.
- ➤ Adequate space for handling candidates and for safe keeping of their belongings commensurate with the capacity of the Center.
- ➤ Audit trail of all transactions from entry till exit of the candidates.

## 2.3.5 Readiness and Conduct of Examination.

### (a) Preparation

- ➤ Based on the details of candidates and scheduling protocol given by RRC, list of venues for examination shall be made available to the RRC by the Examination Conducting Agency (ECA) at least 30 days prior to start of the examination.
- Any change of venues due to any reasons, shall be completed by the Examination Conducting Agency (ECA) at least 10 days in advance.
- ➤ Approval of the venues shall have to be taken from the RRC.

### (b) Venue

- ➤ The venue for examination shall be frozen 07 days prior to the conduct of examination.
- Examination venues should be taken over by the Examination Conducting Agency (ECA) for the conduct of examinations 3 days in advance.
- ➤ 3 days prior to the examination, the venue shall be available for Mock Drill. Mock drill must be completed with 100% load or more as required to ensure successful conduct of the CBT.
- ➤ All nodes must be thoroughly checked and sanitized.
- ➤ All staff associated with the conduct of examination at the respective venue must be present during the Mock Drill.
- (c) Audit of Venue: Audit includes, process, infrastructure, security, manpower, etc. ECA should submit Audit report of each venue to RRC.
- (d) RRC may conduct inspection of examination venues as required.

- (e) A Dashboard has to be provided in RRC 3 days prior to start of Exam, starting with monitoring of conduct of mock test at each venue. Readiness certificate of each venue should be made available on the Dashboard.
- (f) Details of ECA officials, Invigilators and other support staff (including standby) deployed for Exam for each venue should be submitted to RRC three days prior to Exam in prescribed proforma as mentioned in Approved Examination Protocol Document.
- (g) Conduct of Examination: ECA will have to abide by all the conditions of Examination Protocol Document of RRC for conduct of Computer Based Test.
- (h) The Question administering and answering systems for the CBT have to be as below:
  - Each question has to be available in "**TOTAL**" for the candidate on-screen.
  - ➤ Photograph of the candidate in application as well as the photograph taken during biometrics has to be clearly visible on the computer screen.
  - All question Paper selected for a particular examination must be stored in encrypted format in the central server.
  - ➤ The question sets downloaded on the local server must be in encrypted format.
  - ➤ Questions shall be decrypted only at the terminal of the candidate after the candidate Logs in and examination starts.
  - Questions and options must be randomized.
  - System should save/record all transactions and automatically log-out after the stipulated time gets completed.
- (i) Logs of transaction: System should ensure record of every transaction viz.
  - Start time of examination.
  - > End time of Examination.
  - Time taken by candidate to attend to each given question.
  - ➤ Idle time of computer node (if any).
  - Any form of interruption in the computer node due to technical or Operational faults.
  - > Time at which candidate logs-out of the examination (This may be different from the time of end of examination).
  - > Complete trail of navigation between questions.
  - Any other data/event as required by RRC
- (j) During the conduct of examination, the following activities must be ensured with no disturbance to candidates:
  - The Examination Conducting Agency (ECA) will collect signature, Thumb Impression, affix photograph of candidate and get paragraph written in running handwriting of the candidates on the RRC foil of e-call letter from respective candidates.
  - Examination Conducting Agency (ECA) will ensure to get Signature and thumb impression of each and every candidate who appears for the examination in the Attendance sheet.
  - ➤ Biometric (LTI & photograph) of the candidate should be taken once again in the midst of examination and matched with the biometric taken at the time of registration of the candidate.

- (k) ECA will ensure scanning and uploading of RRC foil of e-call letter, attendance sheet and all other exam related documents to the central server as well for safe handling of the same to reach RRC.
- (l) ECA will be responsible for lodging an FIR against persons indulging in any kind of malpractice.

## 2.3.6 Submission and uploading of documents/data after Examination

On completion of examination, the Examination Conducting Agency (ECA) shall comply with the following Processes at the venue itself:

- a) The Attendance sheet and both foils of e-call letter must be signed by the ECA's Invigilator.
- b) The completed attendance sheet, RRC foil of e-call letter of each shift of examination and other documents will be scanned in colour at minimum 200 DPI and uploaded as PDF file to the central system as stipulated in protocol document. A confirmation email after uploading of the documents has to be sent to the RRC at the end of the day.
- (c) The scanned copies of Attendance sheet and Railway Observer's report will be mailed to the RRC after completion of exam each day.
- (d) The original hard copies of e-call letter, attendance sheets and other documents must be dispatched by ECA by courier/speed post/registered post to the RRC and confirmation mail should be sent to RRC.
- (e) After the Examination, the Examination Conducting Agency (ECA) will do the sorting and arrange secure delivery of the hard copies of the RRC's e-call letters and Attendance sheet to RRC/CR
- (f) ECA will be responsible for secure movement and delivery of the documents for all the Examinations.
- (g) Examination data from each venue shall be uploaded to the Central System by Examination Conducting Agency (ECA) within one hour of completion of the shift.

# The files of uploaded documents should be available for secure access to the RRC on the same day.

### 2.3.7 Question paper

The Examination Conducting Agency (ECA) must ensure a robust and a secure mechanism for preparation of questions and secure mechanism for the transmission of the same to the computer nodes in all the venues during examination. The Examination Conducting Agency (ECA) shall adhere to the following:

- a. Ensure to maintain highest standard of confidentiality in creation, processing, maintenance, storage, encryption and administration of question set.
- b. Ensure that the question items are not directly taken from question papers of any other examinations during last two years.
- c. Arrange for creation of items with the help of dedicated panel of subject matter experts.
- d. Ensure second level of validation of items created by panel of subject matter experts and ensure that the question and the options are clear and unambiguous.
- e. Questions would be created topic-wise and subsequently the same would be clubbed.

- f. Difficulty level of items would be assigned by one panel of subject matter experts and the same would be validated by another panel of subject experts.
- g. Pool of questions will be created topic-wise/subject-wise with proper tagging of difficulty level of each question item.
- h. Complete set of question papers would be generated from the pool of questions through a computerized programme just before downloading the question paper for the examination.
- i. Ensure that the question papers have similar difficulty level across various sets of question papers for one examination.
- j. Questions are normally required to be set in English language and to be translated in Hindi as decided by the RRC/CR.
  - Translation work will have to be done through a dedicated panel of language experts maintaining complete confidentiality.
- k. Same meaning and sense of question has to be retained in the translated version as in English version.
- 1. Ensure proof-reading of each question.
- m. Questions and Options must be randomized.
- n. Sample set of question paper must be submitted to the RRC/CR at least 15 days prior to the conduct of the Mock Test.
- o. Time frame for Questions Set downloading shall be as stipulated in Exam protocol document.
- p. Question set shall transmit from Central Server to Local server or Local server to Candidates Terminal only after highest quality of encryption available on the date of examination (as on date at least 256 bit encryption). Questions shall not travel any path without encryptions.
- q. Perfection of question should be of the highest level. All the questions in a given language question paper set should be 100% correct. Penalty will be imposed as per the applicable clause/para in case of incorrect/ambiguous questions/Translation errors.
- r. Encryption shall have "ZERO HUMAN INTERVENTION".

#### 2.3.8 Self-review by candidates

- (a) The candidates who had appeared in the examination would be given a link by ECA through RRC's website to view their question papers along with response and master answer keys and challenge questions/tentative answer keys.
- b) The master set of question will be visible to candidates for a limited period of time as decided by the RRC.
- c) The objections raised by the candidates on the Questions/Answer keys will be provided by the Examination Conducting Agency (ECA) within 15 days or earlier to RRC or to any other agency as directed by RRC.

## 2.3.9 Preparation of final scores

- (a) For arriving at the final scores of the candidates, an approved normalization formula will be applied on the raw scores.
- (b) Examination Conducting Agency (ECA) will provide the scores of the candidates within 10 days of the finalization of answer keys after objection review.
- (c) ECA will have to prepare the results for RRC/CR as per approved Merit List Protocol Document within 10 days.

(d) ECA will have to abide by any change made by the RRC in the procedure for conduct of examination, receipt of question papers, exhibition of answer sheets to candidates, preparation of final score and Merit List.

### 2.3.10 Document Verification and Medical Examination

ECA will have to generate and host e – call letters for the candidates shortlisted for DV.ECA will have to match the Biometric (LTI & photograph) of the candidate present at the time of DV in RRC office with the Biometric (LTI & photograph) taken of the candidate at the time of registration and in the midst of each stage and type of CBT

## 2.3.11 Manpower Support

The Examination Conducting Agency (ECA) is required to offer the following specific manpower at each Venue but not limited to the list given below:

#### 1. RRC coordinator:

The Examination Conducting Agency (ECA) will position one Coordinator i.e. Single Point of Contact (SPOC) at the RRC, who will be ECA's permanent employee and will be responsible for the overall coordination between RRC and all other functionaries appointed by the Examination Conducting Agency (ECA), who are associated with the conduct of examination(s). He/ she will inter-alia perform the following functions;

- a) Finalization of venues
- b) Coordinating the work of processing the scores and preparation of Merit List including the processing of challenges.
- c) Providing responses on RTI applications, complaints, grievances, court related matters, police cases etc.
- d) Providing all reports required by the RRC CR.
- e) Any other functions assigned by RRC Central Railway, Mumbai.

### 2. Venue In-charge:

Will be a permanent employee of ECA and will be responsible for the complete management of the venue. They will check the credentials of the manpower deployed at the venue and ensure satisfactory conduct of the examination functionaries including dress code, identity cards etc. As the leader/head of the examination venue, they will be responsible for seamless conduct of examinations in all respects. He/she will communicate all inputs from the venue to the RRC directly or through his/her coordinator. As the head of the venue, he/she shall be responsible to handle and manage all eventualities such as reporting examination related malpractices to the agencies concerned (including lodging FIR with the Police). He/She will be the coordinating point between ECA and Railway officials like Town In-charge, Railway Observer and Railway Supervisors. He/She will be responsible for handling all exam related documents at the venue.

#### 3.ECA Supervisor:

He/she will supervise the invigilation work of 10 invigilators. He/She will meet the same requirements prescribed under invigilators. ECA supervisor will ensure

highest standard of invigilation from the invigilators under him/her as per Examination Protocol Document for conduct of examination.

- **4. Invigilators**(1 per 25 candidates): The Examination Conducting Agency(ECA) will ensure that the invigilators are;
  - Minimum of 21 years of age
  - At least graduates/diploma holder with prior experience of invigilation
  - Fully trained as per Exam protocol document for conduct of examination
  - Not candidates for the same Employment Notice/Examination.
  - Not related to any of the candidates appearing in the CBT in the Center.
  - Invigilators should be regularly shuffled among labs and venues. Invigilators should wear Identity card with photograph duly stamped by Venue In-charge of ECA.

### 5. Server Administrator:

During the conduct of examination at any identified venue, there shall be an on- site software technical support staff, who shall be able to offer support to the venue and to the candidates in the event of any such challenges with respect to the Software that are used in the examination.

### 6. Network Administrator:

During the conduct of any examination at any identified venue, there shall be an on-site Infrastructure & Network support staff who shall be able to offer support to the venue and to the candidates in the event of any such challenges with respect to the Hardware/Network and the support incidents that are identified during the said examination.

- 7. **Security Staff:** Security within the venue is the sole responsibility of the Examination Conducting Agency (ECA). Security Staff must be engaged from Registered Professional Security Agencies. Details of security staff deployed venue wise should be submitted to the RRC. The Security staff so deployed at venues must be empanelled with the security agency and shall comply with the dress code, display identity cards, adhere to discipline, and show professional conduct while frisking and other security related activities. The guard at entry point shall frisk the candidates (separate for male & female) with Hand held metal detector devices. The frisking shall be done from head to toe instead of shoulder to toe.
- **8. Multi-Tasking staff:** The Examination Conducting Agency (ECA) shall ensure deployment of adequate number of Multi-Tasking Staff for support to ensure proper housekeeping of the entire premises and any other miscellaneous services.
- 9. General: The Examination Conducting Agency (ECA) shall ensure that
  - ➤ All the ECA officials/staff should have proper photo identity card signed by ECA.
  - ➤ None of the exam functionaries deployed for any examination are appearing in the same examination as a candidate.
  - ➤ None of their relatives are appearing as a candidate at the venue of their deployment.
  - > The exam functionaries are not involved in any criminal case.

## 2.3.12 Requirement Gathering

The Examination Conducting Agency (ECA) is required to conduct a comprehensive requirement analysis of the system, infrastructure and training needs in discussion with the RRC. The Examination Conducting Agency (ECA)

must have mapped the Functional Requirements of conducting CBT and all other pre and post exam requirements, analyzed the existing gaps between the Requirements and the functionalities provided by the software and other infrastructure. The Examination Conducting Agency (ECA) shall identify the customization requirements for the implementation.

## **2.3.13** Compliance to Standards

- ➤ The Examination Conducting Agency (ECA) shall ensure industry standard formats for capturing, storage, processing, transmission and reporting of data.
- ➤ While the system shall support Hindi & English languages, it must also support Marathi & Gujarati languages.
- ➤ The Examination Conducting Agency (ECA) must ensure that all the technology components adhere to flexibility, interoperability, usability, availability, manageability, security and integration standards as at Section 4.3 of this document.

# 2.3.14 Adherence to Implementation Plan and Project Governance Structure

- i. The Examination Conducting Agency (ECA) shall adhere to roles and responsibilities as defined in the tender.
- ii. The Examination Conducting Agency (ECA) must conform to the defined institutional mechanism for project review and monitoring including risk management during the entire contractual period.
- iii. The Examination Conducting Agency (ECA) shall maintain documentation related to the project with adequate traceability matrix and version control wherever necessary.

#### 2.3.15 Dashboards & Modules

Examination Conducting Agency (ECA) shall be responsible to setup CONTROL ROOM at the RRC. The Examination Conducting Agency (ECA) must provide an automated DASHBOARD in the control room. Examination Conducting Agency (ECA) shall provide the required hardware, peripherals including LCDs and Software.

- Live feeds of CCTV surveillance data shall be available on Graphical User Interface upto the venue level and displayed at control room of RRC.
- > Dashboards must be REALTIME to the extent possible.
- ➤ Information that cannot be shown Real-time should be available on "Near-Real time" mode.
- ➤ Other information, as desired by the RRC shall be made available as downloadable reports for end of Shift, end of Day and end of complete examination.
- > RRC office must have a Dashboard available on their desktops for view.
- ➤ Apart from a Desktop based dashboard, the RRC will be provided with an LCD- wide-screen (40") dashboard.

The dashboard will contain the following aspects:

• Attendance at each venue (no. of candidates appearing for exam)

- Check-list of facilities at each venue must be made available to respective RRC under whose jurisdiction the venue exist.
- Except for the candidates examination data, all major aspects of venue will be available on this dashboard
- Status of start and end of Examination
- Status of capturing of Biometric details
- Status of download of question paper from Data Centre to Venue Server
- Number of live nodes
- Status of any node getting affected
- Status of transfer of exam data to central system
- Status of sealing of venues
- Any other data as required by RRC.

## 2.4 Roles and Responsibilities of Examination Conducting Agency (ECA)

The detailed scope of work and responsibilities for the selected Examination Conducting Agency (ECA) are discussed in earlier sections of this document. In addition to these roles and responsibilities, the responsibilities of the selected Examination Conducting Agency (ECA) will also include but will not be limited to the following:

- ➤ Procure and Implement the Infrastructure (Software and Hardware) for the project as per specified requirements.
- > Design, test and deploy software at venues of the examination.
- > Setup requisite infrastructure at the venues of examination.
- ➤ Provide training to individuals/staff/support staff and Government officials as required.
- ➤ Configure the solution to facilitate access to the software from all the identified locations / users.
- ➤ Provide necessary software and IT infrastructure maintenance support.
- ➤ Work in close coordination with RRC and other stakeholders for this project, and provide reports as required by the RRC.
- ➤ Carry out the activities as indicated in the contract agreement and submit all the mentioned deliverables within the stipulated time-frame.
- Ensure that the timelines are strictly adhered to, and ensure resolution within timelines set out by the RRC.
- Ensure compliance with the project SLAs.
- ➤ Implement a version control tool to record each and every version of the software release, as well as ensure that all security measures are in place to secure the data, code or functionality.
- Ensure that no personal/private information relating to candidates is shared with any unauthorized entity.
- Ensure maintaining sanctity of the examination at all cost. This includes Confidentiality of Question sets, subject matter and translation language expert.
- ➤ Gate management, security and safety at exam venues
- Outsourcing of activities

- > Security related to data of candidates and venues
- > Software, hardware, network and other support infrastructure
- Examination Conducting Agency (ECA) will take the photograph and biometric information from each candidate appearing for examination in the lab. It will get the paragraph written and thumb impression on the e-call letter during the exam. The attendance will also have to be collected during the exam. This information must be transferred to the RRC as "PDF file" and as "digital data".
- ➤ Biometric information collected from candidates, supervisors, invigilators or any other official entrant related to the exam, shall conform to the security guidelines, Interoperability and procedures as defined in the "E- Governance Standards" Manual of Government of India.
- ➤ Biometric information shall be transferred to the RRC within the time stipulated by RRC after completion of any given examination. On successful upload, the biometric information must be erased/removed from Examination Conducting Agency's (ECA's) system/storage.
- ➤ Biometric information collected at venue must be erased after a period defined in consultation with the RRC and a certificate to this effect must be furnished to the RRC
- Examination Conducting Agency (ECA) shall provide a mechanism to RRC to access data related to biometric, photograph of candidates, to enable RRC to generate PDFs as required for individual candidates or a group of candidates or for specific venue.
- ➤ In all subsequent stages of examinations, biometric data of candidates, captured in any previous tiers/stage of examination will be verified by the Examination Conducting Agency (ECA) conducting subsequent examinations.
- ➤ During Document Verification, the Biometric (Photo & LTI) of the candidate present at the DV will have to be matched with the biometric data collected during registration and in the midst of examination of all stages and types of examination.
- ➤ **Documentation**: The Examination Conducting Agency(ECA) must ensure that complete documentation of the Examination conducted is provided as per Exam protocol document, Minutes of Meetings, etc., and adhere to the standard methodologies in software development/operations as per ISO standard and/or CMMi models.

# 2.5 Additional Guidelines for Conduct of Computer Based Tests (CBTs) in COVID-19 Scenario (if required)

In order to safeguard the health of the candidates and other Personnel involved in the conduct of CBT during Covid 19 scenario, following protocols / guidelines have to be strictly complied by the ECA in addition to other conditions mentioned in this Tender Document.

**2.5.1** The latest instructions, guidelines and orders issued by the Central and respective State governments concerning COVID 19 will be followed at all the

- Examination Venues. For these detailed instructions will be incorporated in the Examination Protocol Document by RRC for adherence by ECA.
- **2.5.2** The maximum number of shifts per day will be restricted to 02(TWO) only in order to ensure proper sanitization and social distancing between candidates of two shifts.
- **2.5.3** Entire examination Center floors and walls, doors, gates should be sprayed with prescribed disinfectant.
- **2.5.4** Sanitizer bottles should be always available at the entry gate, Biometric/Photo Booths, Examination rooms, Candidates desk, staff/observer room, etc.
- **2.5.5** All liquid hand wash bottles should be replenished promptly in restrooms and entry gate whenever required.
- **2.5.6** At the end of each shift /session and before beginning of next shift, following should be thoroughly disinfected.
  - (a) Candidate's computer nodes and the seating area (including desk and the chair).
  - (b) All the washrooms
  - (c) All door handles, staircase railing, lift buttons.
  - (d) Wheelchairs if present at the examination centers.
  - (e) All the trash bins should be cleaned.
- **2.5.7** Health status of all the Staff associated with conduct of CBT in that particular Shift must be checked as soon as they report at the center before the beginning of a Shift. For this;
  - (a) Thermo gun temperature check must be done at staff entrance point.
- (b) If any Examination functionary fails to meet the self-declaration criteria, or thermo gun check, he/she will be asked to leave the examination center immediately and will be replaced with another suitable staff by ECA.
- **2.5.8** All the Exam functionaries, invigilators, Housekeeping, Security Guards etc. need to wear the mask and gloves at all time. Proper precautions related to Physical distancing, sanitization to be adopted by them during conduct of various Exam related activities at the venue. In addition, the frontline security staff engaged in frisking of candidates etc. will wear face shield and if necessary PPE also.
- **2.5.9** Cleanliness and hygienic conditions as per safety and health advisories of the concerned government departments are to be maintained at all places.
- **2.5.10** Proper/Adequate sign, ages, symbols posters etc. should be displayed at appropriate multiple places to guide the candidates and to avoid crowding and maintain social distancing.
- **2.5.11** Adequate arrangements of thermal scanners, sanitizers, facemasks at all entry and exit points including the reception area. Candidates should wear their own proper face mask. However, if any candidate reports without a suitable face mask, the same may be provided by ECA.

- **2.5.12** ECA Center Incharge should monitor the entry and exit points so as to avoid crowding at these places. There should be proper marking with at least 6 feet distance where Candidates of subsequent shifts stand while waiting for opening of the venue gate. Also exit of Candidates should be permitted one by one only in an orderly manner. It should be ensured that candidates of first shift while exiting after the exam do not cross with the waiting second shift candidates.
- **2.5.13** Before granting entry in the examination center, ECA to ensure submission of self-declaration about health status by the candidates, their Thermal screening, wearing of face mask, sanitizing of hands etc. The candidate shaving symptoms of fever cough and cold would be allowed to take the exam in a separate isolation lab. Necessary arrangements are required to be made by ECA.
- 2.5.14 At the entry point during security check, frisking of the candidates will be done using hand held metal detector devices. ECA to ensure adoption of all prescribed safety measures by the staff concerned. There will be no physical Body Patting.

  The candidates should be made to sanitize their hands before and after signing the Attendance sheet, LTI and Biometric capture. The ECA staff engaged in getting these activities completed should sanitize their hands regularly and use face shield in addition to the mask. Photo of the candidate will be taken after removal of his face mask.
- 2.5.15 Keeping in view the requirement of mandatory physical distancing, venues should have adequate rooms capacity so as to ensure a Minimum distance of 6 feet between two adjacent candidates during examination. Also Preferably, the seat allotted in one shift should not be used for seating the candidate of subsequent shift.
- **2.5.16** Adequate supply of water in toilets and for hand washing be ensured.
- **2.5.17** Dustbins must be cleaned and covered properly

### 2.5.18 At the end of the day

- (a) Used gloves and masks should be disposed only in a pedal push covered bin at the Examination Center and outside the examination room/hall.
- (b) Safely dispose off all used masks and gloves discarded at the examination Centers or outside the Examination Center in trash bin bags at suitable place and as per standard guidelines issued by health authority.
- (c) All exam related documents should be scanned and uploaded in the prescribed time duly observing all COVID related precautions by ECA staff.
- **2.5.19** Health record of all exam functionaries, invigilators, Housekeeping staff, Security Guards etc. will be maintained in the system for future reference and traceability.

- **2.5.20** ECA shall submit a report on the COVID-19 suspected candidates at the end of each day to RRC. Necessary report shall also be submitted to the State Government Health authorities, if warranted.
- **2.5.21** Capture of Biometric data and its authentication with candidate data will be carried out.

#### **CHAPTER 5 - EVALUATION OF BIDS**

## 5.1 <u>Technical Scoring Criteria</u>:

Sr. No	o.Criteria	Score
1.1	Bidder's profile	30
1.1.1	Legal Structure	10
	Partnership / Proprietary	10
		15
	1 7	20
1.1.2	Overall regular staff strength (Project Management/ Development/ Quality Assurance/ Implementation/ Operations)	20
	= 50 - 150	10
	> 150	20
1.2	Bidder's Certification for the last 5 years	10
1.2.1	CMMi level Development & CMMi level Service	10
	CMMi level 3	10
1.2.2		
1.3	Bidder's Financial Capability	25
1.3.1	Average annual turnover for the period 2021-22, 2022-23 and 2023 – 24.	25
		10
		15
		25
1.4	Bidder's experience in CBT	10
1.4.1	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)	
	5000 Candidates	8
	5000 – 10,000 Candidates	10
1.5	ISO Certifications (2Bidder should have the valid ISO 9001:2008 /ISO 9001:2015/ ISO 10667-1:2020	5
	Total	100

## **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

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- 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 sources System Integration Associate.

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## **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 Annexure-D).
12	Declaration of Bidder being not Blacklisted / Debarred (as per Annexure-E).
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 (2021-22, 2022-23 & 2023-24)].
16	Certificate from Statutory Auditor / CA specifying the Positive Net Worth forlast three years [(2021-22, 2022-23 & 2023-24)].
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.

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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

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## **PRICE BID**

Engaging Exam Conducting Agency to conduct Computer Based Tests and all other related services like preparation of adequate numbers of question paper set, processing of Results and panel etc. for Railway Recruitment Cell, Central Railway in connection with recruitment for various posts notified in GDCE Notifications

#### **Format for Financial Bid**

Description	Amount
Bid value (as % of Annual CTC) per successfully recruited post	XX.XX%

#### Note:

- 1. Value quoted above shall be evaluated for the purpose of financial score.
- 2. GST, as applicable.

Signature of authorized person of the Bidd	er
Place:	Data
1 IdCE	Date.
Full Name in Block Letter:	

Seal of Company

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

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

Ref: Tender nodateddated
--------------------------

#### 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

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## (Annexure-B)

## **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)	2021-22	2022-23	2023-24
5.	IT Turnover in last 3 financial years (Rs in Crore)	2021-22	2022-23	2023-24
6.	Profit / Loss in last 3 financial years (Rs. in Crore)	2021-22	2022-23	2023-24
7.	Net-worth in last 3 financial years (Rs in Crore)	2021-22	2022-23	2023-24
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** 

<u>Authorized Signatory</u> Name:

Designation: (Company Seal)

Note: To be submitted in Company Letterhead

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#### (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

<u>Authorized Signatory</u> Name:

Designation: (Company Seal)

Note: To be submitted in Company Letterhead

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#### (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
Гender 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 & postwarranty/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 / statuary 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

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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

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## (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	thic	Day o	f	20	124
Dateu	11113	Day U			,,,

**Authorized Signatory** Name:

Designation: (Company Seal)

Note: To be submitted in Company Letterhead

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#### (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:
L/Mo Impay that the hid should be supported by a Did Cognitive Declaration (in lieu of EMD

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

<u>Authorized Signatory</u> Name:

Designation:

(Company Seal)

Note: To be submitted in Company Letterhead

(Annexure-G)

## **INTEGRITY PACT**

THIS Integrity Pact is made onday of2024.
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:

#### **Preamble**

PURCHASE ORDER No.

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 WITHNESSETH

AS

UNDER:

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#### 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 Actor 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.

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- d. The Bidder(s) of foreign original 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 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 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 extend 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 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**

- 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**

- 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:

1)	1)
Witness	Witness
Designation-	Designation-
Name-	Name-
For PRINCIPAL	For BIDDER (S)

### **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 <a href="https://itiltd.euniwizarde.com">https://itiltd.euniwizarde.com</a>

# 1. Registration Process on ONLINE Portal

- a. Bidders to enroll on the e-Procurement module of the portal <a href="https://itiltd.euniwizarde.com">https://itiltd.euniwizarde.com</a> 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 <a href="mailto:ewizardhelpdesk@gmail.com">ewizardhelpdesk@gmail.com</a> 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.

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- 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://itiltd.euniwizarde.com). Steps are as follows:

(Home page $\Rightarrow$  Downloads  $\Longrightarrow$  Bidder Manuals).

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

- 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:						
То							
ITI Limit MSP TC/1	ed SV, Vibhuti Khand, <u>Gomti Nagar</u>						
-	ow-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 calledthe Purchaser) and M/s (hereinafter called he						
	Supplier) for supply of, the						
	Supplierhereby agrees to furnish a Security Deposit against supply performance by way of an						
	rrevocable Bank Guarantee for Rs (Rupees). We(indicate the name of Bank)						
	hereinafterreferred to as 'THE BANK' at the request of the Supplier do hereby						

underta	ke to pa	y to the						
Purchas	er, ar	ı amoui	nt not	exceeding	Rs.			(Rupees.
				) against	any loss	or damag	ge caused to o	r
suffered	l or woi	ıld be cau	sed to o	r suffered b	y the P	urchaser,	by reasons of	r
breach	by the s	aid Suppl	er of any	of the term	s or con	ditions co	ntained in th	ie
said Pu	chase 0	rder.						
We(indicate the name of the Bank) do hereby undertake to pay the a							ay the amour	nt
due and	payabl	e under th	is Guarar	ntee without	any den	nur, merel	y on a deman	.d
from th	e Purch	aser stati	ng that th	he amount c	laimed i	is due by	way of loss o	or
			O			•	aser, by reaso	
U					•		is contained i	
	-	=	_	=			to perform th	
			•				e conclusive a	
		•					rantee shall b	
restrict		ount duc a	nu payat	ne by the ba	iik uiiuc	i tilis dua	rantee snan t	
			12	. D.				(D
amount	r	ot (	exceeding	g Rs.	_			(Rupee
-					J.			S.

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, finaland 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 PurchaseOrder and we shall not 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 na Guarantee during its currency excep Purchaser, in writing.		dertake not to revoke this ous written consent of the				
guara and our g dema mont guara	rithstanding anything contained in the nate is restricted to Rs(Report of the nate of expire of war antee shall be forfeited and we shall be under.	upees rate of expiry of claim under th rranty period, a	warranty period). Unless and the contract of t	) A S			
Date: Signa Bank	tory/Bank Official)Place:	•	Designation of the(indicate the name o				