



ITI LIMITED

MSP- NZ II
(AGovt.ofIndiaUndertaking)
ITI Bhawan, TC/18V,VibhutiKhand,Gomti Nagar
Lucknow –226010 (U.P.)
Website:www.itiltd.in

Expression of Interest from ITI Limited's Partners

EOI No: ITI/MSP/LKO/EDU/-BSEB-PR334

Date:22-11-2024

Selection of Partner as Service Provider for Audit of Student Records for Bihar School Examination Board

DueDateofBidSubmission:26-11-2024at13:00Hours
Due Date of Bid Opening: 26-11-2024 at 16:00 Hours

(BidSubmissionthroughOnline/e-Tenderingmodeonly)

**HelpdeskforOnlineBidSubmission:011-49606060 /9355030608/
9355030620**

Contents

CHAPTER1 -INTRODUCTION.....	3
CHAPTER2 -IMPORTANT TIMELINES	4
CHAPTER3 - ELIGIBILITYCRITERIAFORBIDDERS.....	5-7
CHAPTER4 - SCOPEOFWORK	8 - 9
CHAPTER5 - PAYMENT.....	10
CHAPTER6 - EVALUATIONOFBIDS.....	11
Technical Evaluation.....	11
EvaluationCriteria.....	11
CHAPTER7 - TECHNICALBID	12
CHAPTER8 - FINANCIAL BID	13
CHAPTER9 - GENERAL TERMS & CONDITIONS	14 - 16
Annexure-A.....	17
Annexure-B.....	18
Annexure-C.....	19
Annexure-D	20 - 21
Annexure-E.....	22
Annexure-F.....	23
Annexure-G	24 - 30
Annexure-H.....	31 - 33
Annexure-I	34 - 37

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 any vendor who can act as **“Service Provider”** 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 **'Service Provider'** 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.: **PR-334 / 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 at the selected SIA.

CHAPTER2-IMPORTANTTIMELINES

Sl. No.	Important Points / Timelines	Details
1	EoI/RFP/Tender Authority Enquiry	Chief Manager ITI Limited, MSP-UP ITI Bhavan, TC-18V, VibhutiKhandGomti Nagar, Lucknow- 226 010, India Phone: (0522) 272-0305 Email:head_mspup@itiltd.co.in; msp_lko@itiltd.co.in
2	Contact Person for the clarification of EoI/RFP/Tender Document	ShriArun Kumar Singh Chief Manager (MSP-Lucknow) (0522) 272-0305
3	Tender Type (Open/Limited)	Open TENDER
4	No. of Cover/Packet	Two Cover System
5	Tender Category (Goods/Services/Works)	Services
6	Payment Mode (Online/Offline)	Online
7	EoI/RFP/Tender Document Cost (inclusive of GST)	Rs. 5000/- (Inclusive of GST @18%)
8	EMD Amount	Bid Security of IN 01 Lakhs (One Lakhs only)/- in the form of DD/PBG/NEFT is to be submitted by the participating Bidder.
9	Solvency	Rs.1 Cr.
10	Estimated Value of Enquiry	BOQ
11	Date of Issue/Publishing of the EOI/RFP/Tender	22-11-2024
12	Due Date, Time & Place for Sale of EoI/RFP/Tender Document	26-11-2024 / 13:00 Hrs. / ITI Limited, MSP-UP, Lucknow.
13	Due Date, Time & Place for Opening of Technical Bid	26-11-2024 / 16:00 Hrs. / ITI Limited, MSP-UP, Lucknow.
14	Due Date, Time & Place for Opening of Financial Bid	Will be intimated after course of time.
15	Reference Tender Number	PR-334 / 2024
16	Mode of Submission of Bid	Online / e-Tendering mode only through ITI e-Wizard Portal https://itilimited.ewizard.in/

CHAPTER3-ELIGIBILITYCRITERIAFORBIDDERS

The Bidders must fulfil the following eligibility criteria:

Sl. No.	Eligibility Criteria	Documents Required
1.	<p>(a) The Bidder should be an established entity under Companies Act, 1956/2013, or Partnership Act 1932, or Indian Societies Registration Act 1860 or Indian Trust Act 1882, or Limited Liability Partnership Act 2008 or a Proprietorship firm and the company should be older than minimum period of 5 years.</p> <p>NOTE: Bid by any consortium (a purposeful association of Agencies/ groups) will not be allowed)</p>	<p>Bidders should submit the following documents:</p> <p>a) For Company Act - Copy of the Certificate of Incorporation Issued by the Registrar of Companies (Rock) under companies act 1956/2013 along with copies of Memorandum of Association (MoA) and Articles of Association (AoE)</p> <p>b) For Partnership Firm - Copy of the Registration Certificate issued under Partnership Act 1932, along with Partnership deed.</p> <p>c) For Limited Liability Partnership (LLP) Firm - Copy of the Certificate of</p> <p>d) Incorporation issued by the Registrar of Firms under Limited Liability Partnership Act 2008.</p> <p>e) For Society / Trust - Copy of Act 1860 or Indian Trusts Act 1882.</p> <p>f) For Proprietorship firm - A proprietorship firm shall provide Proof of proprietorship i.e.; MSME Certificate or Firm Registration Certificate/ License.</p>

2.	The bidder should have experience in Audit / Processing of Student Records of two project of value INR 50 Lakhs having conducting audits of educational institutions/ government bodies, Department / Agency / PSU in any State or Central Government of India during last 05 years as on 31/07/2024	Work Order along with work completion Certificate/Tax Invoice copy to be submitted.
3.	Bidder should have conducted at least two audits/processing of student records for educational institute	Work Order along with work completion Certificate/Tax Invoice copy to be submitted.
4	The bidder must have average turnover of Rs. 02 (Two) Crores of the three consecutive financial years out of four financial years (2020-21, 2021-22, 2022-23 & 2023-24) along with UDIN certified Profit and Loss A/c. and IT returns for said financial years to be enclosed in the Technical Bid.	(a) CA/CS Signed copy of Audited Balance Sheet and Profit & Loss Account, (if the bidder is registered under Companies Act or Partnership Act or Limited Liability Partnership Act or Proprietorship firm) with valid UDIN number and date OR (b) CA/CS signed and Certified Income and Expenditure account statement (if the bidder is registered under Societies Act or Trust Act) for FY 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23 OR 2023-24. (c) Startup waiver allowed, NSIC certificate to be provided) Inline with the office memorandum issued by Ministry of Finance, dated 27 July 2017, the criteria related to turnover & experience, mentioned above shall be relaxed for startups
5.	Bidder should have the valid ISO9001:2008/ISO9001:2015 /and CMMI Level 3 and above for Quality Management System.	Copy of valid certificate.
6.	Bidder must have positive Net Worth in last three financial years [(FY2020-21, FY2021-22, FY2022-23 and FY2023-24)].	a) Audited financial statements for the last three financial years. b) Certificate from the Statutory Auditor/Company Secretary for the last three financial years.

7.	The bidder must provide scanned copies of 1) PAN Card (2) GST Registration Certificate and Acknowledgment Receipt of Income tax returns of three assessment years (AY 2022-23, 2023-24 and 2024-25)	Self-attested copies of for (1) PAN Card (2) GST Registration (3) Acknowledgment of Income tax returns (ITR)
8.	<p>i. The bidder should not be blacklisted by any educational institution, Department / Agency / PSU in any State or Central Government of India as on date of submission of bid</p> <p>ii. The bidder shall declare all ongoing litigations; it is involved in/with any Government Agency/ State/ central department/ PSU</p>	Self Attested Declaration on Letter Head
9.	Earnest Money Deposit	EMD for Rs. 1,00,000 (One Lakh Only) In Favour of ITI Limited to be paid.

CHAPTER4–SCOPEOFWORK

Scope Of Work

The Bihar School Examination Board (BSEB) is seeking proposals for the appointment of a government agency to conduct a comprehensive audit of student records. This audit will be executed in two phases: Phase 1 will cover records from 1999 to 2024, and Phase 2 will cover records from 1998 to the 1983/inception of BSEB.

Objective

The primary objective of this audit is to ensure the integrity and accuracy of the data reflected in the Document Management System (DMS). The audit will verify that all corrections made in both Original Tabulation Register (OTR) and Duplicate Tabulation Register (DTR) are accurately mirrored in the DMS, and vice versa.

The appointed auditor must adhere to the following points-

- I. Internal audit shall be conducted keeping in view the approved policies and ordinances binding the BSEB, from time to time.
- II. Before the commencement of audit, the auditor shall send intimation to the concerned department regarding the date of commencement of the audit, the period covered by audit, and the list of documents/records that are required for audit.
- III. On the date of commencement of the audit, the auditor shall meet the head of the department and discuss the audit schedule.
- IV. At the end of the audit period, the draft observations shall be discussed with the BSEB Management.
- V. The auditor shall submit a detailed report highlighting any deviations from the systems and process as laid down by the BSEB.
- VI. The appointed Auditor shall make a presentation before the BSEB Management on summarizing the observations.
- VII. The Audit agency shall provide assurance to BSEB management that the Institute policies are being carried out with adequate control.
- VIII. The audit will be carried out in two phases and the auditor has to submit separate audit reports for each phase.
- IX. Comprehensive Audit of Student Records. The audit agency is to conduct a comprehensive audit of student records to identify and rectify inconsistencies and errors. The agency should examine:
 - a. Record File (Base File): Issues such as missing files and torn or damaged files.
 - b. Scanned Files from Base File: Concerns regarding missing scanned files and the legitimacy of scanned files.
 - c. Manual Entry of Student Records: Issues including missing manual entries, errors and inaccuracies in manual entries, and incorrect entries.

X. Phase 1: Audit of Records from 1999 to 2024

- The audit team is tasked with verifying the accuracy of the data reflected in the Document Management System (DMS). This includes ensuring that all corrections made in both the Original Tabulation Registers (OTR) and Duplicate Tabulation Register (DTR) are accurately mirrored in the DMS, and vice versa.
- A detailed audit report needs to be prepared for all the observations (Year Wise) with proper tagging and notification to the concerned authority.

XI. Phase 2: Audit of Records from 1998 to the 1983/Inception of BSEB

- The audit team is tasked with verifying the accuracy of the data reflected in the Document Management System (DMS). This includes ensuring that all corrections made in both the Original Tabulation Registers (OTR) and Duplicate Tabulation Register (DTR) are accurately mirrored in the DMS, and vice versa.
- A detailed audit report needs to be prepared for all the observations (year Wise) with proper tagging and notification to the concerned authority.

XII. Deliverables

- **Interim Report for Phase 1:** Detailed findings and discrepancies identified, with recommendations for corrections.
- **Error Report for Phase 1:** A detailed account of all audit discrepancies identified, referencing the base file record, scanned images, and digitized records, including a report on any missing records.
- **Final Report for Phase 1:** Comprehensive report including actions taken to rectify discrepancies.
- **Interim Report for Phase 2:** Detailed findings and discrepancies identified, with recommendations for corrections.
- **Error Report for Phase 2:** A detailed account of all audit discrepancies identified, referencing the base file record, scanned images, and digitized records, including a report on any missing records.
- **Final Report for Phase 2:** Comprehensive report including actions taken to rectify discrepancies.

CHAPTER 5 – PAYMENT

No advance payment shall be made under any circumstances. Following are the payment terms: -

Note: "T" stands for date of issue of work order.

Sl. No.	Consolidated payment terms (As per Tender Document)	Payment terms	Timeline
i.	Interim Report for Phase 1: Detailed findings and discrepancies identified, with recommendations for corrections.	10%	T1=T+ 6 Weeks
ii.	Error Report for Phase 1: A detailed account of all audit discrepancies identified, referencing the base file record, scanned images, and digitized records, including a report on any missing records.	10 %	T2=T1+ 8 Weeks
iii.	Final Report for Phase 1: Comprehensive report including actions taken to rectify discrepancies.	20%	T3=T2+12 Weeks
iv.	Interim Report for Phase 2: Detailed findings and discrepancies identified, with recommendations for corrections.	10%	T4=T3+6 Weeks
v.	Error Report for Phase 2: A detailed account of all audit discrepancies identified, referencing the base file record, scanned images, and digitized records, including a report on any missing records.	10%	T5=T4+8 Weeks
vi.	Final Report for Phase 2: Final Report for Phase 2: Comprehensive report including actions taken to rectify discrepancies.	20%	T6=T5+12 Weeks
vii.	Acceptance Approval of all the reports by BSEB Final Report: Comprehensive overall reports including Phase 1 & Phase 2	20%	T7=T6+4 Week

CHAPTER6-TECHNICAL BID & EVALUATION

Technical Evaluation

1. Detailed technical evaluations 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 right 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.

Financial Evaluation

All annexures to be printed Selection would be Least Cost Selection (LCS) Basis. The evaluation Committee will shortlist the agency who has quoted least cost among all bidders.

CHAPTER 7 – TECHNICAL BID

TECHNICAL BID [Envelop-I]:

Technical bid 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 Annexure-A).
3	Bidder's Profile (as per Annexure-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 & ESIC Registration Certificates.
9	ISO & CMMI Certificates
10	Declaration of Bidder being not Blacklisted / Debarred (as per Annexure-C).
11	General Declaration of Bidder (as per Annexure-D).
12	Clause-by-clause Compliance Statement of Bidder's Eligibility Criteria (as per Annexure-C) along with supporting documents.
13	Declaration of Bidder towards Local Presence in Project Site (as per Annexure-F).
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 letterhead towards Funding Plan to execute the project or Solvency Certificate from the banker.
19	PROFORMA OF NON-DISCLOSURE AGREEMENT (NDA) (as per Annexure-I). 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

CHAPTER8-FINANCIAL BID

FINANCIALBID [Envelop-2]:

A. PRICE BID/ FINANCIAL BID FORMAT

Format for Financial Bid

Name of Work:-Audit of Student Records

Name of Bidder	
Address	

PART - A

Sl. No.	Description (As per Tender Document)	Fi	Rate in Rs. (Per Unit) (Inclusive of All Taxes)
F1	Rate for Audit of one Student Records for Phase -1 (Year 2004-2008)	F1	
F2	Rate for Audit of one Student Records for Phase - 2 (Year 1999-2003)	F2	
TOTAL (TFA)= (F1+F2)			

TOTAL FINANCIAL VALUE (TFV) [(TFA)] =	
In Words	

Date & Place:

Name and Signature of Bidder
(Office Seal)

Note: Bidder with Lowest Quoted Total Financial Value (TFV) will be declared L1 shall be selected for award of the contract.

Seal of Company

Note:

1. The bidder shall quote the rate exactly as per the above format. Any change in format may lead to rejection of the price bid.
2. Rate will be evaluated including GST.
3. In case of discrepancy between rate in figure and words, the rate quoted in words shall prevail.
4. Price Bid of only technically qualified bidders will be opened.

CHAPTER9–GENERAL TERMS AND CONDITIONS

- Penalty

In respect of Tender terms and conditions, prospective bidder is under obligation to perform / execute the work within stipulated time-interval and tender terms and conditions. Failure to meet the deadline will attract penalty charges governed by following sub-clauses of the tender document.

- (i) It will be the responsibility of the Bidder to execute the work in accordance with stipulated time frame, otherwise, the BIHAR SCHOOL EXAMINATION BOARD may impose penalty and may get the work completed from another firm and the bidder will have to reimburse the expenditure incurred.
- (ii) Non-delivery of service in time, violation of extant laws and statutory requirements, committing fraud, etc. will be considered as a major default and the contract will be liable to be terminated immediately without giving any further notice.
- (iii) In case of absence of any staff, penalty will be imposed at double the rate of wages or salary for the day he remains absent.
- (iv) In the event of failure of compliance of awarded work in stipulated time, penalty amounting to double of actual expenditure incurred in attending to the same by another Agency will be imposed.
- (v) Bidder will be summarily responsible for any incidents which may lead to Non-availability of Application and subsequently its availability. Down-Time / Inaccessibility of application barring BSEB proposed down-time / maintenance which may result due to unavailability of application will be subjected to penalty.
- (vi) If Portal is not available for one hour than penalty will be ₹1 (one) Lakh. If more than one-hour penalty will be imposed proportionally as above.

- **Confidentiality**

1. Bidder and its agents shall exercise professionally reasonable care to maintain the required confidentiality and privacy with regard to tendering authority / user data, wherever applicable.
2. ITILimited shall retain exclusive Intellectual Property Rights to all artefacts to which ITILimited has sovereign rights or right to use on a formalized agreement with another party if any cots software has been used in the application.

- **Indemnity**

The bidder shall indemnify, defend, and hold ITI Limited and their officers, employees, successors and assigns harmless from and against any and all losses arising from personal injury or claims by third parties pursuant to this agreement, including but not limited to any equipment, software, information, methods of operation or other intellectual property (or the access, use or other rights thereto) provided.

- **Force Majeure**

Neither party to this agreement shall be liable to the other for delay or default in performance of its obligations or any loss or damage which may be suffered by the other directly due to a Force Majeure event provided that the affected Party notifies the other Party of such event and its likely effects and duration as soon as possible and takes all reasonable steps to mitigate the losses/disruption

- **Extension of Services**

The rates/ contract shall be valid for contract period, but can be extended on year-to-year basis for maximum 5 years with the consent of both the parties.

- **Exit Management Or Transition**

1. Upon the termination of contract, Bidder shall execute the following responsibilities:

- (i) The Bidder shall start executing the knowledge transfer process to Department or any agency nominated by Department before day of exit. In case the knowledge transfer is not complete before the date of exit of Service provider, Department shall extend the date of exit and shall exit only after the complete knowledge transfer is done. Completion of this process shall be approved by the Department.
- (ii) The Bidder shall document technical and non-technical areas and handover the same to Department before the exit.
- (iii) All documents, source codes, data dump or any other deliverables / material created as a part of the project shall be handed over by the Bidder to Department before the exit.

2. Any other knowledge transfer that is required by Department shall be completed by the agency before exit. The department shall ask the agency to provide the handover to any of the newly appointed agencies or any other department representatives. Failure to comply with the BSEB directions regarding any knowledge transfer will be treated as an act of breach which may invite severe actions by ITI Limited leading to forfeiture of security deposit and any outstanding payment, if any or blacklisting of the Bidder.

(Bid Covering Letter / Annexure-A)

To
ITI Limited, MSP-UP
ITI Bhavan, TC-18V
VibhutiKhand, 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	2023-24
5.	IT Turnover in last 3 financial years (Rs in Crore)	2020-21	2021-22	2022-23	2023-24
6.	Profit / Loss in last 3 financial years (Rs. in Crore)	2020-21	2021-22	2022-23	2023-24
7.	Net-worth in last 3 financial years (Rs in Crore)	2020-21	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**

Authorized Signatory Name:

Designation:

(Company Seal)

Note: To be submitted in Company Letterhead

To,
ITI Limited, MSP-UP
ITI Bhavan, TC-18V
VibhutiKhand, 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
VibhutiKhand, 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 EOI No: ITI/MSP/LKO/EDU/PEC-01

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
VibhutiKhand, 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 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:

..... Represented by Chief Executive Officer (hereinafter called the System Provider (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: -

ShriAtul Jindal
3/10 VisheshKhand
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

ForBIDDER(S)

.....
Name-
Designation-

.....
Name-
Designation-

Witness

Witness

1).....

1).....

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 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.

BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY DEPOSIT

Ref:

Date:

To

**ITI
Limited
MSP
TC/18V, Vibhuti Khand, Gomti Nagar
Lucknow-226010, (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, TC/18V, Vibhuti Khand, Gomti Nagar, Lucknow-226010 (U.P.), 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 or 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 shall remain in force until _____ (Date of expiry of warranty period). Unless a demand is made against us to enforce a claim under this guarantee within three months from the date of expiry of warranty period, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.

Date:

Official) Place:
Bank

(Name & Designation of the Signatory / Bank
For _____ (indicate the name of

Below are the Bank Details

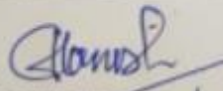
 **पंजाब नेशनल बैंक**  **punjab national bank**

SOL CODE: 619300 BIO: VIBHUTI KHAND

13.03.2024

MANDATE FORM

1	Name of the Company	ITI Limited
2	Address	TC -18 -V ITI Bhawan Vibhuti Khand Gomti Nagar Lucknow - 226010 (UP)
3	Name of the Bank	Punjab National Bank
4	Branch Name & Address	Vibhuti Khand, Gomti Nagar, Lucknow-226010 (UP)
5	Branch Code	619300
6	Name of the Account	ITI LIMITED
7	Account number	3926008702000067
8	Type of Account	Current Account
9	Telephone no. of the Branch	0522 4583434
10	Whether NEFT available	Yes
11	Whether RTGS available	Yes
12	IFSC Code	PUNB0619300
13	MICR No.	226024042


Chief Manager
Punjab National Bank
Branch - Vibhuti Khand
Gomti Nagar
Lucknow



Head Office: Sector-32,Plot No-5,Gurgaon