



NOTICE INVITING EOI FOR

“Selection of Partner for Set-up Computer Based Test centers in India”

Ref: ITI/BGP/S&M/CBTINFR/2025/01 Dt 11.06.2025

ITI LIMITED

Sales & Marketing

Bangalore Plant

Dooravaninagar, Bangalore-560016

CIN No: L32202KA1950GOI000640

Website: www.itiltd.in

1. Introduction

ITI Limited, a Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications, is a leading Telecom equipment manufacturer and solution provider in India. The major customers are BSNL, BBNL, MTNL, Defense, 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 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.), Bharat Net etc. ITI has been executing projects in latest technologies like GPON, OLT, ONT, OFC, HDPE etc.

ITI Limited would like to address the requirement of **“Selection of Partner for Set-up Computer Based Test centers in India”** In this connection, ITI Limited invites sealed Expression of Interest (EOI) from eligible bidders as a ITI Support Vendor for addressing the above opportunity and implementing the project as per their scope of work finalized with ITI.

ITI Limited, Bangalore intends to complete the tendered scope of work through Government organizations/ private partners who will setup & Operate ICT based online exam labs on revenue sharing model, in the location decided by ITI Limited, Bangalore.

The purpose of this tender is to select a bidder for providing service w.r.t.

1. Infrastructure (ICT & Furniture inclusive of electrification, power backup & network cabling),
2. Support Manpower to operate and maintain the centers,
3. Maintenance of Infrastructure to ensure smooth functioning of online test centre.

The infrastructure provided by bidder would be in-line with the requirement given in the bid and their maintenance needs to be assured until the completion of project tenure. The ownership of IT infrastructure and furniture, except building, established / invested by the selected bidder will be with the bidder.

ITI Limited, Bangalore does not guarantee to accept or move into agreement for any/all the proposals, if the solution does not seem to satisfy the core requirement towards conduct of scientifically defined question.

ITI Limited, Bangalore may opt to allow or offer other Government agencies to conduct any of their examination or any other event in the examination centers created through this RFP. It should be only after prior approval from ITI Limited, Bangalore, the bidder could proceed with allotment of the examination center to third parties and always the first priority should be given to ITI Limited, Bangalore.

2. Important Dates.

Date of EOI Upload	11.06.2025
Due Date for EOI Submission	02.07.2025
Pre-Empanelment Queries/Pre Bid meeting	07 days after EOI date
ITI Contact Person	DGM-S&M, Bangalore Plant, ITI Limited, Dooravaninagar, Bengaluru– 560016, Mob: 9742289097(DGM), 8149639604 (AM)
Tender Fee	Rs 10,000/- + Taxes
EMD	20.0 lakhs
PBG/Security Deposit	3% of the Contract value
The Bank Details of ITI Limited for NEFT/RTGS/Net Banking :	Refer ECS mandate as per Annexure VII
Mode of submission	Thru ITI e-tender portal https://itilimited.euniwizarde.com/ .

3. Scope of work:

- a. ITI Limited, Bangalore envisages to setup a state-of-the-art ICT based Online examination center on Revenue Sharing Model. These centers will be used to conduct online examinations.
 - **Building opposite to Old Canteen:** 20k sq. ft. (approx.) AND Old Telephone Canteen: 30k sq. ft. (approx.) or bidder also can verify before submitting Tender.
- b. To maximize the utility of these centers, ITI Limited, Bangalore is not only inviting proposals from interested agencies/organizations for setting up and operation of online exam center on revenue-sharing model, but will also proactively engaging in discussions with various established exam conducting bodies such as the Railway Recruitment Board (RRB), Institute of Banking Personnel Selection (IBPS), Staff Selection Commission (SSC), National Testing Agency (NTA) and others. The aim of these discussions will be to explore the possibility of utilizing the center for conducting their examinations. This collaborative approach would ensure optimal utilization of the infrastructure while providing a convenient and secure testing environment for a wider range of examinees.
- c. For this purpose, ITI Limited, Bangalore will depute a Nodal Officer, who will write letters to all central & state examination bodies, to give preference/ mandate for engagement and usage of this state-of-the-art IT infrastructure during their Examinations and other computer related activities. Nodal Officer will help and

facilitate the agency in endorsing/ pitching these centers and if required, Nodal Officer might travel to help the agency in maximizing the occupancy for the purposed centers.

d. Bidder is required to run ICT based online examination Centers (where ITI Limited, Bangalore is only providing space on revenue share model) and arrange all allied infrastructure and manpower services on their own for conducting Computer Based Examinations, Educational and Vocational Training, Skill Development Center and other computer work i.e., Data Entry, Data Digitization Work, Computer Service Center and any other Computer related works as per tender during the contractual period. Following scope of activities for setting up of ICT lab is to be undertaken by bidder are outlined as under. The scope includes but are not limited to:

- Design Detailed Documentation, Project-Specific Furniture Design, Ergonomic Optimization, Functional Space Planning and Supply of furniture (computer table & Chair) with required electrification & passive cabling for power supply and network connectivity along with internet facility. Every node shall have a partition to keep privacy. Charges for provisioning internet and electricity for the lab shall be borne by the agency itself throughout the contractual term. Primary and secondary internet links shall be provisioned by the agency to handle the link unavailability circumstances during examination. Both the connectivity provision should belong to different service providers.
- Bidders must bear the charges towards electricity for the Examination Floors & outer Area. Separate Electricity meters will be installed by ITI for examination floors and outer Area and Service Provider will only be liable for payment of dues on these Electricity Meters.
- Supply and commissioning of Air Conditioning system or HVAC (Heating, Ventilation and Air Conditioning) for the computer lab.
- Supply and commissioning of IT Infrastructure including Data Center with Local Servers, Computers, Printers, Scanners & Photocopier, Communication Devices and PA System and all other required standard utilities required for running ICT Lab.
- The network cabling and connectivity provision for every computer would be responsibility of agency.
- Supply and commissioning of CCTVs for surveillance along with NVR/DVR Supply and Commissioning of UPS Power Back up and DG System to cover entire computer lab, network and servers.
- Maintenance of Lab Infrastructure including Security and Housekeeping Services until contractual period to ensure uninterrupted service.
- Manpower to maintain and operate computer lab and conducting examination.
- Centralized Helpdesk for logging of complaints/issues for the Centers/Labs.
- Bidder will install Biometric based access control management system (Physical Control Device) at all key areas to ensure physical security of these areas.
- The contract would be entirely a service-based contract where infrastructure and manpower will be arranged by agency to operate and maintain the

required setup for online testing/training or any other Computer/IT/ITeS related works.

- Bidder will develop Branding guidelines in agreement with ITI Limited, Bangalore.
- The Revenue distribution (Net of all taxes) will be shared as “X%” and “(100- X) %”. The X% corresponds to ITI Limited, Bangalore's share of revenue (Net of all taxes) while (100-X) % corresponds to the Vendor's share (Net of all taxes). Revenue distribution will be applicable on the Base Value before taxes.
- **To ensure complete transparency in business operations, separate escrow accounts will be opened and used for receiving the billed amounts respectively by ITI Limited, Bangalore and successful bidder i.e. One account will be used by ITI Limited, Bangalore for receiving payments against bills directly raised by ITI Limited, Bangalore to end customers and other will be used by successful bidder for receiving payments against bills raised by successful bidder to end customers.**
- Every quarter ITI Limited, Bangalore & Service Provider will do a reconciliation activity by reviewing all relevant financial documents and details and will make necessary adjustment related to taxes or wherever required in case of any discrepancies.
- Sharing Model: Percentage Split: A fixed percentage of qualifying revenue (net of all taxes) is shared between parties as per the financial bid submitted by bidder.
- Escrow account will have provision for auto transfer of the realized revenue from end customer to both the parties as per the defined revenue sharing ratio, by 15th of next month Also, details of revenue documents to be shared with ITI Limited, Bangalore monthly without fail by the 15th of the next month or before, at the time of payment to ITI Limited, Bangalore.

Space for the Project and Infrastructure:

A. Interested agencies are suggested to do the visual survey of the serviceable area of the “Specified Space”.

B. The **space approx. as listed below will be facilitated and arranged by ITI Limited, Bangalore for the entire contractual period**, to setup Online Exam Centre with equipment and infrastructure described in this Tender document.

Building opposite to Old Canteen	20k sq. ft. (approx.)
Old Telephone Canteen	30k sq. ft. (approx.)

B.1 Investment to built-up infra is to be completed within three months from the date of contract signing.

B.2 From the contract period to the next three months will be the cooling period for setup infra and Associate work. During this period, all the processes of infra development & associate work is to be completed by the vendor.

C. The Specified Space & Old hospital, which shall be acquired by the bidder for the entire contractual period on revenue sharing model, to setup computer labs with equipment and allied requisite infrastructure. The bidder shall be responsible for erecting & managing all necessary infrastructure.

D. Bidder to ensure that the provided space is having the necessary civil and electrical infrastructure as per the required load at all allocated spaces in addition to the existing infrastructure. Separate Electricity meters to be installed for each examination labs. Bidder has to bear the cost of additional sanctioned load, LT/HT panel, Generator for backup and installation charges of the same including cable charges and panel board with control switch.

E. All dues on electricity, water, any other usage charges and any other dues whatsoever prior to the date of handover will be paid by ITI Limited Bangalore. ITI will not be held responsible for any dues on electricity, water, any other usage charges, and any other dues whatsoever arising after to the date of handover.

F. Bidder may understand the schedules of requirements before quoting for project, to understand the gravity of work. The detailed specifications are given in this Tender document.

G. ITI Limited, Bangalore will arrange for all NOC's (including Fire NOC) from respective Govt Building and Campus are well equipped with basic amenities such as electricity, water & security personnel etc. However, the lab's physical security will be the responsibility of the bidder. Bidder shall be responsible to maintain the space viz. Housekeeping, Cleaning etc. during the contract period. In addition, ITI Limited Bangalore will ensure:

- The entry roads and complete pathways does not have any water logging issues, that might come up in case of heavy rain falls. ITI Limited Bangalore will do the necessary action to ensure that there will not be any issues to the agency during the complete operations tenure.
- ITI Limited Bangalore will ensure that there should not be any encroachments near and within the premises.
- Bidder shall construct ramps accessible to individuals with physical disabilities, ensuring seamless access from all entry and exit points to the lifts located on the ground floor.

ICT Commissioning:

Bidder is required to supply, install, test and commission the required nos. of computers. The network connectivity provisioning for every computer would be responsibility of the selected bidder. Accordingly, selected bidder has to setup the lab, and connect every node in the network with the local server connected to Internet. Selected bidder should test the complete infrastructure and demonstrate its proper functioning before taking signoff.

The bidder is required to provide overall Internet connection of minimum 10 Mbps speed at Exam center. The Bidder, to accommodate connectivity, in case of primary Internet connection fails, should provision the backup Internet connection.

Local server would be established at site to ensure common functioning among every node and log management.

Instructions for Bidders:

Prospective bidders are required to ensure proper maintenance of "**Specified Space**" including candidate's waiting space, Staircases, Corridors, Toilets, Parking areas etc. or any other associated areas which may be used for examination related activities at least two times per day. They are expected to maintain the reception area, visitor's lounge at least two times a day and on need & case-to-case basis beyond the scheduled specified frequency. They are expected to ensure that there should not be any vandalism and no harm is being done to ITI Limited, Bangalore premises whatsoever. Any damage to ITI Limited, Bangalore property on account of online examination will be borne by prospective bidder.

Following points should also be considered but not limited to: -

- a. No harm to the existing structure, fittings, finishes, furniture, fixings, apparatus, etc. should take place of ITI Limited, Bangalore property. Bidder will have to compensate ITI Limited, Bangalore on account of any illicit / bad workmanship, inferior quality of cleaning apparatus used, inferior quality of cleaning agent used, wrong cleaning process, mishandling etc.
- b. Upon expiration of contract, successful vendors will have to handover the "Specified Space" in its original physical condition (as handed over by ITI Limited, Bangalore) post proper maintenance, if any.
- c. Cleaning of "Specified Space" also covers floor, windows and other accessories etc. as required.
- d. The selected agency and its staff/representatives shall remain professional and independent and maintain amicable relations with the ITI Limited fraternity.
- e. ITI Limited, Bangalore require the bidder to provide computers directly for its examinations, which will be conducted solely by the agency selected by ITI Limited, Bangalore for each specific exam. This designated examination agency will contact bidder directly to arrange for online examination centers, in accordance with the terms and rates established by the bidder.
- f. The Bidder is free to conduct online examination for any central government, state government, Central or State PSU or any private organization round the year, at its discretion.
- g. ITI Limited's part of the realized revenue from end customer should be auto transferred from escrow account on a monthly basis, not later than the 15th of the following month, along with all relevant financial documents and details.
- h. ITI Limited, Bangalore will conduct periodic audits to review center bookings, financial accounts, and related activities. During these audits, ITI Limited, Bangalore may request additional documentation, which the bidder must provide. Every quarter ITI Limited, Bangalore & Service Provider will do a reconciliation activity by reviewing all relevant financial documents and details and will make

necessary adjustment related to taxes or wherever required in case of any discrepancies.

- i. If it is discovered that the bidder has concealed any type of revenue/income for the first time than the bidder will be required to pay a penalty equal to one time of the concealed amount. A second instance of any concealment of any income/revenue will result in a penalty of two times of the concealed amount.
- j. Bidder may install AI enabled or other CCTV cameras at entry, exit or common areas to monitor activities and access to camera feed will be provided to successful Bidder through a common platform. Bidder may also install additional CCTV cameras as per their requirements.
- k. ITI Limited, Bangalore representatives along with the bidder, authorized to regularly inspect the rooms and premises of the examination centers to verify ongoing work and ensure compliance and generate joint inspection reports duly signed by both may be kept for records
- l. The online centers shall be used exclusively for computer-related activities. No other activities are permitted at the centers.
- m. Both ITI Limited, Bangalore and successful bidder will proactively engage in efforts for pitching the services to various agencies for increasing the revenue for the proposed CBT exam centers. ITI Limited, Bangalore will help to provide the required letter to the successful bidder regarding the examination conducted by Central Government / Central or state govt. PSU / State Government on request of the bidder. For this purpose, ITI Limited, Bangalore will depute a Nodal officer who will write letters to all central & state examination bodies to give preference and usage of this CBT Exam infrastructure.
- n. The bidder will develop PH (Physically Handicapped) enabled ramp from all entry and exit leading up to all three lifts on ground floor and PH friendly washrooms on each floor.
- o. If the bidder's negligence causes any damage or loss to the ITI's property, they will be responsible for paying a penalty that is double the amount of any harm they do to the property. Furthermore, the bidder will have two months' time to rectify any harm done to the ITI's property.
- p. Further, if bidder fails to repair/ rectify the damage, a penalty equal to five times the amount of damage or loss the bidder caused to the ITI, Bangalore's property will also be charged, and the bidder will be given an additional two months' time to repair or rectify the harm to the ITI's property.
- q. Bidder should not carry out any construction activity without prior approval of ITI Limited, Bangalore.
- r. Electricity Charges will be borne by Bidder. ITI Limited, Bangalore will install separate Electricity meters for examination floors. Service Provider will only be liable for payment of dues on these Electricity Meters.

Subcontracts: Subletting of the building is not permitted.

Invigilator Manpower:

The bidder may maintain a pool of invigilators at the respective site, which may be utilized as needed by the Examination Conducting Agency (ECA) as per the existing market rates.

Maintenance, Warranty, Duration, Deliverable and Time Schedule

The bidder has to manage and maintain the complete ICT lab (in working condition) covering electrical, computer hardware, software, network & Internet connectivity and necessary infrastructure like UPS, Generator etc., on all 365 days of a year for the entire contract period from the date of Go-Live.

Installation of software/upgrades/patches from time to time to keep the systems up to date. Immediate mitigation strategies should be applied for identified threats/viruses/ malware/spywares to keep ICT labs free from vulnerabilities.

The bidder has to ensure availability, accessibility and fully operational/functional state of IT infrastructure at center 24x7 hours for all 365 days, for examination and training for full utilization. They have to ensure availability, accessibility and fully operational/functional state of IT infrastructure at least 12 hours before the commencement of the scheduled examination. Adequate tests and measures to be carried out on weekly basis to ensure health of IT infrastructure at assigned center.

Contract Term:

- a. Contract encompasses 03 (three) months of non-revenue sharing period on account of commissioning of ICT labs. The 03 (three) months period shall start from the date of agreement signing and shall exclude the days taken by ITI Bangalore for site readiness (Site readiness requirements to be provided by the successful bidder after assessment of the site).
- b. Contract for starting and Operating ICT Lab at ITI Limited Bengaluru location will be for *4 years & 11 months*. The contract will be valid for *4 years & 11 months* and thereafter will be extended further for a period of *4 years & 11 months* for two terms on mutual agreement by both parties
- c. Minimum Lock-in commitment of *4 years & 11 months* is ensured to the successful bidder as part of this project by ITI Limited, Bangalore under all circumstances save and except termination as mentioned in termination clause.
- d. Minimum locking period for successful bidder is *4 years & 11 months*. After this period, the bidder may exit by providing a notice period of 6 months. In case bidder exits from the agreement due to any circumstances, ITI Limited, Bangalore will allow the bidder to remove and take back all of the infrastructure installed by the bidder at the site.

Payment Term: Back-to-back Basis

Penalty Term:

- a. If it is discovered that the bidder has concealed any type of revenue/income for the first time, then the bidder will be required to pay a penalty equal to double the concealed amount. A second instance of any concealment of any income/revenue will result in a penalty of triple the concealed amount. In the case of occurrence of third instance of any such concealment of any revenue/income, ITI Limited, Bangalore may terminate the contract with the bidder
- b. Security Deposit may be forfeited in case of non-compliance of clause (a) along with termination of the agreement.

5. Instruction to Bidder:

- a) Accordingly, ITI Limited intends to select Govt Organizations/ LLPs / Private Limited / Limited companies to address various business opportunities in these segments of Government and Private on behalf of ITI Ltd.
- b) ITI Limited intends to carry out the future business opportunities only with the Partner selected through this Bidding process only.
- c) Consortium and Joint venture bid isn't allowed and will be rejected out rightly.
- d) Once we select the vendors as per this EOI conditions, further project specific tenders in covered Class and category will not be floated by ITI and only compliance against RFP/Tender and commercial quote will be taken from the selected vendor (*through this Bidding process only*) of respective class and category.
- e) The selected vendor, who has partnered with ITI for a particular opportunity shall not partner with any other bidder for the same tender/project/location.
- f) The bidders are required to submit soft copies of their bid electronically on the portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the ITI e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information, bidders may visit the Portal (<https://itilimited.euniwizarde.com>)

6. REGISTRATION PROCESS ON ONLINE PORTAL:

- a) Bidders to enroll on the e-Procurement module of the portal <https://itilimited.euniwizarde.com/> by clicking on the link "Bidder Enrolment."
- 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. This would be used for any communication from the e-Wizard Portal.
- c) Bidders are to register upon enrolment, with their valid Digital Signature Certificate (Class III Certificates with signing and Encryption key) issued by any Certifying Authority recognized by CCA India with their profile.

- d) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible for ensuring that they do not lend their DSCs to others which may lead to misuse.
- e) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- f) After registration send mail to Helpdesk: helpdeskeuniwizarde@gmail.com for Account activation.
- g) As per portal norms Registration Fee will be applicable.

7. TENDER DOCUMENTS SEARCH:

- a) Various built-in options are available in the e-Wizard Portal like Department name, Tender category, estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.
- b) 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.
- c) The bidder should make a note of the unique Tender No assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

8. 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/XLSX/PNG, etc. formats.

9. 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 to note that they should necessarily submit their financial bids in the prescribed format given by department and no other format is acceptable.
- d) 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.
- e) 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.
- f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- g) 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.
- h) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.
- i) As per portal norms, Tender Processing Fee will be applicable.

10. AMENDMENT OF BID DOCUMENT:

At any time prior to the deadline for submission of proposals, ITI 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.

11. ASSISTANCE TO BIDDERS:

- a) Any queries relating to the tender document and the terms and conditions contained there in should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any queries relating to the process of online bid submission or queries relating to e-Wizard Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is 8448288994/86/87/89/88/81/90/92/82 011-49606060, 07903269552, 9355030608, 9055030613, 7903810198, 9355030606, 9315620706, 9355030623, 9355030628, 8800526452, 9205898228, 9122643040, 9355030604, eprochelpdesk.01@gmail.com, eprochelpdesk.44@gmail.com, eprochelpdesk.06@gmail.com.
- c) The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).

12. Essential Pre-Qualification Criteria:

12.1 Against proof of fulfillment of eligibility criteria, the following item-wise are the documents to be submitted with the bid documents:

S No.	Qualification Criteria	Supporting Document to be enclosed
1.	The bidder should be a company registered under the Indian Companies Act and must be in operation since last 05 years as on date of submission of Bid. Consortium / Joint Venture bids are not allowed.	Company registration certificate / Incorporation certificate
2.	The bidder should be Registered with the GST Authorities	GST Certificate
3.	The bidder should have an average annual turnover of at least INR 75 Crores from examination related business during the last 03 financial years (FY 2021-22, FY 2022-23 and FY 2023-24)	Audited balance sheets and Profit and loss statements certified by Chartered Accountant
4.	The bidder should have a positive net worth of INR 50 Crores as per the audited consolidated financial statements as on 31st March 2024.	CA Certificate for Net worth

5.	Bidder must have a valid certification of ISO 9001 and CMMi Level 3 (verifiable on CMMi website https://cmmiinstitute.com/pars) as on day of bid publishing.	Copy of valid certificates must be enclosed.
6.	The bidder should have experience of executing at least 2 work orders of more than INR 20 crores (each) or 3 work orders of equal or more than INR 15 Crores (each), for any examination related projects for any State/Central Govt/PSU department directly during last 5 years as on day of bidding.	Copies of Work Orders / Agreements need to be enclosed
7.	The bidder should have the experience of managing Computer labs with minimum 100 nodes in any of the last 03 (three) years as on day of bidding	Copies of Work Orders / Agreements need to be enclosed
8.	The bidder should not have been blacklisted / debarred during last 10 years by any Government department, PSU, Government subsidiary, or any government undertaking organization across the country.	Undertaking to be submitted on Notary affidavit of INR 100

13. Disqualification of Bidders: Even though bidders may satisfy the above requirements, they may be disqualified if they have:

- a) Made misleading or false representation or facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document and/or have record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.

14. Marking Criteria for Technical Evaluation of Bids

Following Scoring Model will be followed for technical evaluation of the bids: -

S No.	Qualification Criteria	Supporting Document to be enclosed
1.	Average Annual Turnover of the bidder from examination related business during last 03 Financial Years i.e., FY 2021-22, FY 2022-23, FY 2023-24 Average Turnover between INR 75-85 Crores: 5 Marks Average Turnover between INR 85-95 Crores: 7 Marks Average Turnover between INR >95 Crores: 10 Marks	Audited balance sheets and Profit and loss statements certified by Chartered Accountant
2.	Bidder should have Positive Net Worth as on 31st March 2024. Net worth as on date of bidding between INR 50-60 Crores: 5 Marks Net worth as on date of bidding between INR 60-70 Crores: 7 Marks Net worth as on date of bidding >70 Crores: 10 Marks	CA Certificate for Net worth
3.	Bidder must have a valid certification of ISO 9001 as on day of bid publishing. ISO 9001&ISO 27001: 5 Marks ISO 9001, ISO 27001 and ISO 20000-1: 7 Marks ISO 9001, ISO 27001, ISO 20000-1 and CMMi Level 3	Copy of valid certificates must be enclosed.

	(verifiable on https://cmmiinstitute.com/pars) :10 Marks	
4.	The bidder should have experience of executing at least 2 work orders of more than INR 20 crores (each) or 3 work orders of equal or more than INR 15 Crores (each), for any examination related projects for any State/Central Govt/PSU department directly during last 5 years as on day of bidding. No. of Work Orders ≥ 2 and <4 : 8 Marks No. of Work Orders ≥ 4 and <6 : 15 Marks No. of Work Orders ≥ 6 : 20 Marks	Copies of Work Orders/Agreements need to be enclosed
5.	Bidder should have work experience of Creation & Establishment of at least 100 nodes for Online CBT Exam directly for any Govt. department(s) in India during last 5 years as on day of bidding. No. of Cumulative Nodes ≥ 100 and <200 : 5 Marks No. of Cumulative Nodes ≥ 200 and <400 : 7 Marks No. of Cumulative Nodes ≥ 500 : 10 Marks	Copies of Work Orders/Agreements need to be enclosed
6.	Bidder should have work experience of Creation & Establishment of Online CBT Exam center directly for any Govt. department in India during last 5 years as on day of bidding: Cumulative Value of Work Orders ≥ 05 crores and <10 crores: 5 Marks Cumulative Value of Work Orders ≥ 10 crores and <15 crores: 7 Marks Cumulative Value of Work Orders ≥ 15 crores: 10 Marks	Copies of Work Orders/Agreements need to be enclosed
7.	Technical Presentation cum Demonstration: 30 Marks	

Note: Minimum 65 Marks are required for opening of financial bid.

14.1 Evaluation and Comparison of Bids

The bidders will be evaluated on the basis of their technical response(s) as per below:

- Bidder has to submit documentary evidence against Bidder PQ points as specified in this Tender document.
- Unconditional acceptance w.r.t. the Scope of requirements and Scope of work has to be submitted by the Bidder as part of technical response.

14.2 Selection of Bidders:

- Bidders meeting the criterion as per Eligibility criteria above will be eligible for further technical evaluation as per Marking criteria above. Based on the technical evaluation a list of technically qualified Bidders (Scoring More than 65 Marks) shall be prepared.
- In the second stage, a financial evaluation will be carried out as specified in this Tender. The Financial Proposal of the eligible and technically qualified bids will only be opened for evaluation.
- Bids will finally be ranked according to highest revenue sharing percentage (%) value (H-1) quoted by them.

- d. H1 bidder will be declared as successful bidder and will be awarded LOA (Letter of Award).
- e. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that ITI Limited, Bangalore decisions are final and binding without any right of appeal whatsoever.

14.3 Placement of Work Order

ITI Limited, Bangalore shall consider placement of Letter of Award to the successful Bidder. Bidder shall give their acceptance along with Performance Security within 21 days of issue of Letter of Award. Upon issuance of LOA and signing of agreement, premises will be handed over to the bidder.

15. Compliance

15(i) General	Please provide compliance for the following clauses	Compliance Yes / No
1	ITI reserves the right to quote & supply ITI manufactured products(in full or partial quantity) if BOM of Tender/Project contains ITI manufactured products.	
2	ITI reserves the right to undertake the supplies up to 50% of the order quantity.	
3	ITI reserves the right to undertake services likes installation and commissioning activities, Annual Maintenance Contract (AMC) etc.up to 50%	
4	<i>ITI reserves the rights to split the balance orders (after taking out the ITI portion) in 70%: 30% ratio between H1 and H2 (Highest margin bidders) for speeding up the work, provided H2 bidder matches H1 margins offered, and wherever technically feasible. (Not Applicable for this EOI)</i>	
5	All activities like Proof of concept/demo/presentation on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of bidders	
6	Bidder should be willing to impart required training to ITI engineers for undertaking services & execution of project	
7	Bidder will be responsible for any shortcoming in the BOM and thesame should be rectified free of cost	
8	<i>Bidder should be willing to provide ToT for manufacture of offered products in ITI if the bidder is an OEM. Bidder/OEM shall give an undertaking for doing contract manufacturing of their proposed product at ITI manufacturing plant. (Not Applicable for this EOI)</i>	
9	Bidder should be willing to sign an exclusive agreement with ITI for smooth execution of the project	

10	All commercial terms will be as per the customer Tender/PO.	
11	Earnest Money Deposit (EMD) required for submitting the bid will be borne by the selected bidder.	
12	<i>Performance Bank Guarantee (PBG) will be shared among all the work executing bidders depending upon the ratio of order value (Not Applicable for this EOI)</i>	
13	Delivery Schedule: Delivery Schedule as per the customer Tender/ PO on back to back basis	
14	Penalty Clause: Penalty shall be as per the Customer PO/tender clause on back to back basis without delay. The bidder shall be wholly responsible for penalty levied by the customer and indemnify ITI Limited from any legal issues arising during the project lifetime.	
15	Payment Terms: a) Payment terms will be as per customer tender and will be done through an ITI Main Account/Escrow account on back-to-back basis. b) Payment to the vendor shall be done after deduction of all Penalty/recoveries imposed by customer (if any), TDS, applicable taxes and ITI's margin If there is any issue, vendor have to write to ITI with all the explanation & supporting documents.	
16	The bidder shall give an undertaking for the following: a. To extend a fully back to back partnership b. To support ITI as a SI partner and bid in this tender c. To support ITI for preparation of the tender, post bid clarifications, technical presentations and any other requirements as per tender. d. To make all arrangements and carry out Proof of Concept (PoC) at bidder's cost e. To submit Bid security (Rs.____ at the time of bid submission) in the form of Bank Guarantee & PBG on fully back to back basis	

16 FINANCIAL BID: Bid format attached.

17. Other Terms and conditions:

1. Confidentiality

- a) All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Procuring Entity to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract are confidential.

- b) If advised by the Procuring Entity, all copies of such information in original shall be returned on completion of the contractor's performance and obligations under this contract.

18. Transparency

All procuring authorities are responsible and accountable to ensure transparency, fairness, equality, competition and appeal rights. This involves simultaneous, symmetric and unrestricted dissemination of information to all likely bidders, sufficient for them to know and understand the availability of bidding opportunities and actual means, processes and time limits prescribed for completion of registration of bidders, bidding, evaluation, grievance redressal, award and management of contracts.

It implies that such officers must ensure that there is consistency, predictability, clarity, openness, equal opportunities in processes.

19. Fall Clause:

Fall clause is a price safety mechanism in rate contracts. The fall clause provides that if the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods or services following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly.

The provisions of fall clause will however not apply to the following:

- i. Export/Deemed Export by the supplier;
- ii. Sale of goods or services as original equipment prices lower than the price charged for normal replacement;
- iii. Sale of goods such as drugs, which have expiry date;
- iv. Sale of goods or services at lower price on or after the date of completion of sale/placement of order of goods or services by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Government Departments including new undertakings (excluding joint sector companies and or private parties) and bodies.

20 Price Variation

A suitable price variation formula should also be provided in the tender documents, to calculate the price variation between the base level and scheduled delivery date.

21. Risk Purchase

If the empaneled partner fails to adhere to the quality norms, delivery schedules and other terms and conditions contained in this Tender after acceptance of purchase order and if no agreement is reached on the revised delivery schedule maximum up to 15 Business Days, then buyer shall have the liberty to procure the material from an alternate source at the Empaneled partner's risk and cost, and the Empaneled partner shall be liable to make good the loss incurred by Buyer in this process

22. Indemnity:

The empanelled partner to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer. LD/ Penalties incurred on account of delay in supply, product failure during warranty if any and deficiency in Warranty and AMC services attributable to the partner shall be borne by the partner. All terms and conditions of the customer tender/PO will be applicable to the empaneled partner on back to back basis without affecting the margin of ITI.

23. Arbitration:

The Contract shall be construed and governed by the Laws of India and subject to below provision for reference to arbitration. Bangalore Court shall be having exclusive jurisdiction over all the matters connected with this RFP. Any dispute, difference or claim arising out of or relating to the Contract shall be in the first instance, endeavour to be settled amicably within 30 days of communication thereof, by negotiation between the Parties hereto and failing which the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and/or any amendments made there under ("Arbitration Act"). The Parties shall jointly be entitled to appoint a sole arbitrator. The language of the Arbitration Proceedings shall be English.

The place of Arbitration Proceedings shall be at Bengaluru, India. This clause will survive even after termination of Contract/ Agreement.

24. Set Off:

Any Sum of money due and payable to the supplier under this contract may be appropriated by the purchaser or any other person contracting through the ITI and set off the same against any claim of the purchaser for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the purchaser.

25. The interested partner may like to discuss the customer tender related information, EOI Bidding Conditions, Bidding Process and clarifications, if any with the Deputy General Manager-Marketing

26. Intellectual Property Rights:

- i. All deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the contractor under this contract shall become and remain the property of the procuring entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without: the procuring entity's prior written consent.
- ii. The contractor shall, not later than upon termination or expiration of this contract, deliver all such documents and software to the procuring entity, together with a detailed inventory thereof.
- iii. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.

27. Language of offers:

The offers prepared by the Company and all the correspondences and documents relating to the offers exchanged by the companies shall be written in English language.

28. In the event that ITI is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the bidder selected partner/OEM at latter's cost and expenditure.

29 Cost of EOI:

The bidder shall bear all costs associated with the preparation and submission of his offer against this EOI, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI. ITI will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process.

30. Purchaser's Right to accept any bid and to reject any or All Bids or to cancel the EOI: ITI Limited reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

31. Amendment of EOI:

At any time prior to the last date for receipt of offers, ITI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by an amendment. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their offers, ITI may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for EOI.

32. Disclaimer:

ITI and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI and/or any of its officers, employees.

33. Accessibility of EOI Document:

Complete Eoi document with terms and conditions is provided in the following websites

- (i) <http://www.italtd.in>
- (ii) <https://itilimited.euniwizarde.com>
- (iii) <http://eprocure.gov.in>.

Annexure-I

Undertakings (To be in Bidder's Letter Head)

M/s _____ do here by undertake the following

1. We are not blacklisted by Central Govt./ any State or UT Govt/ PSU/ organized sector in India to work with ITI as per this EOI and Customer Tender terms and

conditions. Also, we agree to implement the project (scope of work as per Tender terms and conditions including investment) covering Warranty & post-warranty services, maintenance etc, in the event of ITI winning the contract on back-to- back basis.

2. To submit Security Deposit of 5% per transaction to customer/ITI (as decided by ITI),
3. That we will be equipped with the required manpower with qualifications, certifications and experience as mentioned in the customer tender.
4. To get required certificate& support (warranty & post-warranty/maintenance) in the name of ITI from the OEM as per customer tender requirement.
5. To obtain relevant statutory licenses for operational activities.
6. To sign MoU/Teaming Agreement, Integrity Pact with ITI for addressing the customer tender as per customer's tender terms and conditions.
7. To indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
8. To support the offered equipment for a minimum period of 10 years including warranty and AMC or as per customer tender conditions.
9. To supply equipment/components which conform to the latest year of manufacture.
10. The bidder should give certificate stating that all the hardware/ software supplied under the contract shall not contain any embedded malicious codes that could inhibit the desired functions of the equipment or cause the network to malfunction in any manner.

Annexure-II

Bidders Profile

1.	Name and address of the company	
2.	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Web site)	

3.	Area of business			
4.	Annual Turnover for financial years (Rs in Cr)	2021-22	2022-23	2023-24
5.	Turnover from Exam related projects for 3 financial years (Rs in Cr)	2021-22	2022-23	2023-24
6.	Positive Net Worth value as on 31.03.2024			
7.	Date of Incorporation			
8.	GST Registration number			
9.	PAN Number			
10.	CIN Number, if applicable			
11.	Number of manpower in company's rolls			
12.	Work Experience details: Annexure IV			
13.	Certifications details like, BIS, ISO, etc.			
14.	SI Certificate details (Copy should be attached)			

Annexure-III

Compliance Statement

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

Annexure IV

General terms and conditions:

SL.NO.	Description
1.	Authorization certificate for parts, installation, testing & commissioning to be provided.
2.	Bidder should provide details of works carried out in the last Five Years
3.	Bidder should quote strictly against our requirement and scope of work.
4.	Bidder may visit our site if required.
5.	As the work request to be carried out in the high security zone, all persons employed for the job request to have necessary police verification certificate and authorization letter from the respected companies.
6.	Bidder shall supply system warranty certificate

Annexure V

INTEGRITY PACT

EOI No.

THIS Integrity Pact is made on.....day of 2025.

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) OF THE ONE PART.

AND:

..... represented by
Chief Executive Officer (hereinafter called the Contractor(s), which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the contractor OF 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

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the Principal, personally or through family members, will in connection with the EOI for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
- b. The Principal will, during the EOI process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the EOI process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/ additional information through which the bidder(s) could obtain an advantage in relation to the EOI process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons. If the principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC 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 / CONTRACTOR

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

- a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the EOI process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever (during the EOI process or during the execution of the contract).
- b. The bidder(s)/contractor(s) will not enter with other bidders/ contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The bidder(s)/contractor(s) will not commit any offence under IPC/BNS/ PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the

Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s)/ Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
- g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

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

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

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

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

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

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

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

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

SECTION 4 – PREVIOUS TRANSGRESSION

- 4.1 The Bidder(s)/ Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti-corruption/ transparency International (TI) approach or with any other Public Sector Enterprises/ Undertaking in India of any Government Department in India that could justify his exclusion from the EOI process.
- 4.2 If the Bidder(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the EOI process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the above and shall be liable for compensation for damages as per Section- 5 of this Pact.

SECTION 5 – COMPENSATION FOR DAMAGE

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

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

6.1 The Principal will enter into Integrity Pact on all identical terms with all bidders and contractors for identical cases.

6.2 The Bidder(s)/Contractor(s) undertakes to get this Pact signed by its subcontractor(s)/sub- empaneled partner(s)/ associate(s), if any, and to submit the same to the Principal along with the EOI document/contract before signing the contract. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its subcontractors/ sub-empaneled partners / associates.

6.3 The Principal will disqualify from the EOI process all bidders who do not sign this Integrity Pact or violate its provisions.

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

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

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

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

Details of IEM appointed by ITI are as under:

1. **Name:** Shri Atul Jindal IFS (Retd.),
Independent External Monitor (IEM)
Address- 3/10 Vishesh Khand Opp. Little Friend School Gomti Nagar,
Lucknow-226010(UP)
E-mail: atulindia1947@gmail.com
2. Shri Benny John, IRS (Retd.)
Villa No. 36, Kent Plam Villas, Fort Valley Township, Athani,
Kakkanad, Ernakulam, Kerala – 682 030.

8.2 The Monitor is not subject to any instructions by the representatives of the parties and

performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.

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

SECTION 9 - FACILITATION OF INVESTIGATION

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

SECTION 10 - LAW AND JURISDICTION

- 1.1 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.
- 1.2 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 11 – PACT DURATION

This Pact begins when both the parties have legally signed it. It expires after 1 year on completion of the warranty/ guarantee period of the project /work awarded, to the fullest satisfaction of the Principal.

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

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

SECTION 12 - OTHER PROVISIONS

- 12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate office of the Principal at Bengaluru.
- 12.2 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.
- 12.3 If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.
- 12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions
- 12.3 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with interpretation thereof shall not be subject to any Arbitration.
- 12.4 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

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

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

.....

Name Designation

Name Designation

Witness

1.

1.

2.

2.

Annexure-VI

LAND BORDER DECLARATION

Certificate from Bidder for compliance (to be uploaded/attached along with their Bid/Offer)

I have read the clause/Para regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

(a). I certify that M/s_____ (name of Bidder) is not from such a country and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I also certify that M/s__will not offer any products/services of entity from such countries unless such entity is registered with the Competent Authority.

or

(b). I certify that M/s_____ (name of Bidder) is from such a country and has been registered with the Competent Authority. I also certify that M/s_____ has products/services of entity from such countries and these entity/entities are also registered with the Competent Authority. I also certify that M/s_____ has sub-contracted some work to a contractor from such countries and that such contractor is registered with the Competent Authority.

I hereby certify that M/s__ (name of Bidder) fulfills all requirements in this regard and is eligible to be considered.

I hereby acknowledge that in the event of acceptance of my bid on above certificate and if the certificate is found to be false at any stage, the false certificate would be a ground for immediate termination of contract and further legal action in accordance with the Law.

(Signature & Name of Authorized person of the Bidder) Name & address of the Bidder with stamp

Note:

1. Give certificate for either (a) or (b)
2. Where applicable, evidence of valid registration by the Competent Authority shall be attached/uploaded along with the bid/offer
3. Bidders are advised to attach/upload the certificate duly signed by authorized person of the Bidder and duly stamped along with their Bid/Offer

ANNEXURE-VII

SBD

RTGS/NEFT/ECS Mandate Form

1	Name of the Beneficiary	M/s ITI Limited
2	Address of the Beneficiary with Contact No.	Bangalore Plant, Dooravaninagar, Bangalore - 560016 Phone : 080-28503941
3	Bank Account No.	36429021133
4	IFS Code	SBIN0001438
5	MICR Code No.	560002016
6	a) Bank Name	State Bank of India
	b) Branch Name	Dooravaninagar
	c) Branch Address	ITI Township, Dooravaninagar PO, Bangalore - 560 016
	d) Branch Telephone No.	080-25650453
7	Type of Account	Current Account

I do hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, the purchaser will not be responsible.

Date :

For ITI LIMITED
 K. Srinivasa Murthy
 (K. SRINIVASA MURTHY)
 Director / Manager
 BANGALORE PLANT

Certified that the particulars furnished above are correct as per our records.

for State Bank of India
 Chief Officer
 Dooravaninagar Branch
 Signature of Bank Manager
 (Seal with Bank Stamp)

Bank's Stamp