



ITI LIMITED

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

Expression of Interest from ITI Limited's Empaneled Partners

EOI No: ITI/MSP/LKO/EDU/PEC-01

Date: 16-11-2024

Selection of ITI Empaneled Partner as Service Provider for operation of Permanent Enrollment Centers (PECs) for Aadhar Enrollments

Due Date of Bid Submission: 20-11-2024 at 13:00 Hours

Due Date of Bid Opening: 20-11-2024 at 16:00 Hours

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

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

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CHAPTER 1 – INTRODUCTION

ITI Limited, a Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications & IT, is a leading Telecom equipment manufacturer and solution provider in India. The major customers are BSNL, BBNL, MTNL, 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 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 an ITI empaneled 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.: **Education/NIT/ Aadhar PEC/2024- 25/01/, Dated: 29/10/2024**

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

CHAPTER 2 – IMPORTANT TIMELINES

| Sl. No. | Important Points / Timelines | Details |
|---------|--|--|
| 1 | EoI/RFP/Tender Authority Enquiry | Chief Manager ITI Limited, MSP-UP ITI Bhavan, TC-18V, Vibhuti Khand Gombi Nagar, Lucknow- 226 010, India Phone: (0522) 272-0305 Email:head_mspup@itilttd.co.in; msp_lko@itilttd.co.in |
| 2 | Contact Person for the clarification of EoI/RFP/Tender Document | Shri Arun Kumar Singh Chief Manager (MSP-Lucknow) (0522) 272-0305 |
| 3 | Tender Type (Open/Limited) | LIMITED 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 | Rs. 11,800/- (Non refundable) |
| 8 | EMD Amount | Bid Security of INR 10 Lakhs (Ten 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 | 16-11-2024 |
| 12 | Due Date, Time & Place for Sale of EoI/RFP/Tender Document | 20-11-2024 / 13:00 Hrs. / ITI Limited, MSP-UP, Lucknow. |
| 13 | Due Date, Time & Place for Opening of Technical Bid | 20-11-2024 / 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 | Education/NIT/ Aadhar PEC/2024- 25/01 |
| 16 | Contract Period | 5 Years |
| 17 | Mode of Submission of Bid | Online / e-Tendering mode only through ITI e-WizardPortal https://itilimited.ewizard.in/ |

CHAPTER 3 – ELIGIBILITY CRITERIA FOR BIDDERS

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>Bidder 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. | <p>The bidders should have experience of working in Aadhaar project having minimum 500 (Five hundred) Aadhar Registration Centres/Public Security utility Kiosk Centres/data entry operators at one time during any one year in any Central Govt/State Government Deptt/PSU/Banks.</p> | <p>Work Order along with work completion Certificate/Tax Invoice copy to be submitted.</p> |

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| 3. | Bidder must have generated Aadhar Registration/Updation of minimum 500000(Five Lakh persons) in any one year during last 10 Years. | Proof of Aadhar Registration/Updation, need to be submitted. |
| 4 | The bidder must have minimum average annual turnover of Rs. 20 Crores for any three financial years during FY 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23/2023-24. | <p>(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</p> <p>(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.</p> <p>(c) Startup waiver allowed, NSIC certificate to be provided)</p> <p>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</p> |
| 5. | Bidder should have the valid ISO 9001:2008 /ISO 9001:2015/ ISO 10667-1:2020, and CMMI Level 3 for Quality Management System. | Copy of valid certificate. |
| 6. | Bidder should have a dedicated project office at the respective project site at Patna, Bihar | Proof of valid office location in Patna |
| 7. | Only ITI Empaneled SI's/Partners are allowed to participate are eligible to participation | Proof of valid ITI empanelment letter to be provided |

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| 8. | Bidder must have positive Net Worth in last three financial years [(FY2020-21, FY2021-22 and FY2022-23)]. | <p>a) Audited financial statements for the last three financial years.</p> <p>b) Certificate from the Statutory Auditor / Company Secretary for the last three financial years.</p> |
| 8. | 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) | <p>Self-attested copies of for</p> <p>(1) PAN Card</p> <p>(2) GST Registration</p> <p>(3) Acknowledgment of Income tax returns (ITR)</p> |
| 9. | <p>The bidder must not be</p> <p>i. Blacklisted / banned / debarred /No EMO Forfeit/not convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of any State Government or Govt. of India or any local Self Government body or public sector undertaking in India for participation In future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason, as on date</p> | Self Attested Declaration on Letter Head |

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| | <p>of submission (upload) of online bidding document.</p> <p>ii. The bidder shall declare all ongoing litigations; it is involved in/with any Government Agency/ State/ central department/ PSU</p> | |
| | <p>Earnest Money Deposit</p> | <p>EMD for Rs. 10,00,000 (Ten Lakh Only) In Favour of ITI Limited to be paid.</p> <p>Beneficiary Name: ITI Limited Beneficiary Account Number: 3926008702000067 Beneficiary Bank IFSC Code: PUNB0619300 Beneficiary Bank Name: Punjab National Bank Beneficiary Bank Address: Vibhuti Khand, Gomtinagar,Lucknow-226010,UP, India</p> <p>PBG will be taken from back end partner,once ITI will be declared L1</p> |

CHAPTER 4 – SCOPE OF WORK

The Scope of Work shall include the following:

Setting up and operation (by providing Manpower, Aadhaar Enrollment Kit and necessary Infrastructure as per specified layout) of Permanent Enrollment Centers at Block Head Quarters/Sub-divisional Head Quarters/Offices of Municipal Bodies/ District Head Quarters and other places as specified by Sedate Service Provider shall provide

Supervisory level Aadhaar operators (newly NSEIT certified w.e.f. 01 January 2021), along with Aadhaar enrolment kit (For ECMP) / or Tab (For CELC) and necessary infrastructure, at the center to carry out the work related to UIDAI Aadhaar Enrollment/ Aadhaar Updating/Aadhaar Supplementary services and Aadhaar Lifecycle Management of residents. All equipments related to Aadhaar Enrollment, Infrastructural Items etc. of the centers should be as per UIDAI specification in each enrollment center.

There are 3 Zones in this tender document. All bidders will have the option to choose the Zone among North Zone, South Zone and Central zone. A bidder may choose any one Zone. Work shall be awarded to the successful bidders for opted zone only. For details of award, please refer the award criteria in later section of this RFP.

ZONE-1 : Central Zone

Bhojpur, Buxar, Kaimur, Nalanda, Patna ,Rohtas, Gopalganj, Saran, Siwan, Darbhanga, Madhubani, Samastipur

ZONE-2: South Zone

Arwal, Aurangabad ,Gaya, Jehanabad, Nawada, Begusarai, Jamui, Khagaria, Lakhisarai, Munger, Sheikhpura, Banka, Bhagalpur

ZONE-3: North Zone

Araria, Katihar, Kishanganj, Purnea, Madhepura, Saharsa, Supaul, East Champaran, Muzaffarpur, Sheohar, Sitamarhi, Vaishali, West Champaran

Service Provider has to setup Permanent Aadhaar enrollment centers at each block and also at any Panchayat level Government school of the Block Head Quarters as per direction of BEO or as specified by Sedate total block in Bihar is 534. The enrollment for school children should only be encouraged during school hours. Citizens desirous of taking Aadhaar enrollment should only be done post the school hours.

Summary of Allocation of Permanent Centers For UIDAI Enrollment

- Number of Centers 1068
- Allocation: At each Block and Panchayat level

Service Provider has to setup Permanent Aadhaar enrollment centers at each block and also at any Panchayat level Government school of the Block Head Quarters as per

direction of BEO or as specified by Sedate total block in Bihar is 534. The enrollment for school children should only be encouraged during school hours. Citizens desirous of taking Aadhaar enrollment should only be done post the school hours.

- a. The space and power required for setting up the centers will be provided by the SED through Block Education Administration
- b. State Nodal Officer, Education Department, Govt. of Bihar has procured and provide all devices and equipment including laptops, printers, scanners, GPS receivers (as instructed by UIDAI from time to time), web/digital camera, biometric devices (for fingerprint and IRIS capture) etc. as per the latest UIDAI. The Service Provider will maintain the inventory of the equipment issued by the State Nodal Officer, Education Department, Govt. Bihar for conducting enrolments.
- c. The responsibility to keep up the health of the said equipment lies with the Service Provider. He will coordinate with the equipment vendor(s), for all warranty repairs. The cost of the any damage caused due to mishandling which is not covered under warranty will be borne by the Service Provider who shall be responsible for getting it repaired from authorized service centers of the OEM.
- d. If the damage is non-repairable, then the damaged equipment shall be replaced by the Service Provider with the equipment of equivalent or higher specification with the approval of the State Nodal Officer, Education Department, Govt. of Bihar. The Service Provider Is required to notify the State Nodal Officer, Education Department, Govt. of Bihar of such replacement to update in the inventory records at their end.
- e. The damaged equipment will have to be replaced by Service Provider. The Service Provider is required to return back all required issued to him by State Nodal Officer, Education Department, Govt. of Bihar in a working condition. State Nodal Officer, Education Department, Govt. of Bihar can impose penalties on the Service Provider in case the equipment is not returned or submitted in damaged /non-functional conditions. The Service Provider is required to compensate with the equipment of equivalent or higher specification in case the equipment is stolen or lost. The Service Provider is required to notify the State Nodal Officer, Education Department, Govt. of Bihar of such cases. The Service provider will be required to provide Internet connection and necessary stationary I.e. Pages, Ink cartridge of Printers etc. to his operators for smooth Aadhaar operations from time to time. All guidelines and policies issued by UIDAI in this regard and any update / modification made from time to time shall hold true.
- f. UPS with backup of minimum two hours, Back ground standee, Printing cartridge, Paper, CFL lamp for photo capture, necessary furniture as per requirement and other consumables etc. shall be provided by the Service provider.
- g. Each Center shall have at least One Set of Aadhaar Enrollment Kit supported by one certified supervisory level operator.
- h. The Aadhaar enrollment shall strictly be as per UIDAI norms including continuous updates as and when released by UIDAI. Aadhaar enrollment includes, capture of photograph, 10 Finger prints (except for children of age 0-5 years) and Iris of both eyes (except for children of age 0-5 years) for all usual residents.
- i. Residents will not be charged for the mandatory Biometric Update after attaining the age of 05(Five) and 15(Fifteen) years.

- j. During Aadhaar Enrollment, Supervisory level operator shall abide by the standard procedure of UIDAI.
- k. Any update required by the resident in his/her existing Aadhaar, shall be carried out by the Operator/Supervisor after due verification of documents and related proofs only as prescribed by UIDAI.
- l. The Service provider has to provide regular trainings and re-training to the deployed workforce/manpower in every quarter. A compliance report in this regard needs to be submitted by the Service Provider to SEO Bihar by the end of every quarter.
- m. Center verification and field visit by Service Provider shall be carried out as per norms of UIDAI. Compliance report shall be submitted by service provider as and when asked by SED Bihar.
- n. Service provider shall deploy infrastructure including but not limited to the following for Aadhaar enrollment as per UIDAI norms.
 - i. The furniture required for the center, as per standard layout.
 - ii. Internet Connection in every PEC to be arranged by service provider as per requirement.
 - iii. Light used for capture of facial image should be white in color (LED) to be used.
 - iv. Power/ extension distribution boards with sufficient cable length.
 - v. Maintenance and repair of Laptop, Camera, F.P. device and Iris will be the sole responsibility of the Service Provider.
 - vi. Daily status of equipment and manpower utilization shall be sent by the service provider to SED.
 - vii. White standard portable background screen of minimum size 4ft x 5ft (with Stand/frame) for photography. Fixing of white cloth on walls with nails, pins, white sheets etc. are not permitted.
 - viii. Maintaining safety, COVID-19 appropriate behavior/protocol (As per directions of Govt./ appropriate authority) and regular sanitization of the PEC premises by the Service Provider shall be mandatory. Tissue papers / wet papers shall be provided for cleaning the fingerprint device after every use.
 - ix. Permanent center should have drinking water facility and other basic amenities like fan, light, chairs, two dustbins for collection of organic and inorganic waste etc.
 - x. Hardware, consumables and stationery including standard Aadhaar Enrollment form, A4 paper (75 GSM), cartridge etc. for printing the acknowledgement slip as per UIDAI norms is in the scope of the Service Provider. Acknowledgement slip should be printed on an A4 sheet (should be legible) immediately after the enrollment and signed by Operator/Supervisor and enrollee respectively. Acknowledgement slip shall be handed over to the enrollee immediately. No hand written acknowledgement slip should be given to the enrollee. Also no part of acknowledgement slip to be retained by the operator/supervisor.
- o. Latest version of UIDAI's Aadhaar Enrollment client at the time of Aadhaar Enrollment shall be used which will be provided by the UIDAI time to time.

- p. The service provider shall ensure that the laptop used for Aadhaar at the Centre is synchronized with UIDAI server, using the current version of Aadhaar enrollment client mandatorily on a daily basis.
- q. Service Provider shall ensure that supervisory level operators should be UIDAI Certified on 01-Jan-21 and should not be blacklisted/suspended/deactivated etc. at the time of activation/onboarding.
- r. The successful Service Provider shall establish office in Patna with effect from 01/01/2025.
- s. Service Provider shall establish one Project Management Team, stationed at Patna, and manned by project manager, state coordinator and other support staff. The Project Manager of service provider should in turn report to the nodal officer-UIDIA appointed by SEO Bihar.
- t. It is recommended to have the qualification and experience for all the persons involved in the project as given below.
- u. The Service Provider shall deploy manpower to operate the enrollment station/center as per the guidelines prescribed by UIDAI.
- v. Operator: The service provider shall deploy manpower (operator of supervisory level certified by UIDAI) to execute enrollment at the enrollment stations as per the criteria provided below;
- i. The supervisory level operator should have passed 10+2 (Intermediate) level.
 - ii. The supervisory level operator should have a basic understanding of operating a computer and should be comfortable using the computer.
 - iii. The supervisory level operator should have undergone training on the various Aadhaar enrollment and updated equipments.
 - iv. The supervisory level operator should have passed the supervisory test for Aadhaar enrollment and certified from a testing and certifying agency authorized by UIDAI after 01/01/2021.

6.1 Manpower requirement per Zone

| Designation | Minimum Qualification | Experience (Similar Project) | Remarks |
|---|---|------------------------------|------------------------|
| Zone Coordinator | MBA /MCA/ 8.Tech. in / MSc IT/ with - relevant experience | 10 years (Min) | Min. One in each zone. |
| District Coordinator cum technical assistant | BCA/Diploma in Engg. -IT or Comp district. Sci/B.Sc. IT /Graduate with diploma in computers | 5 years (Min) | One in each district. |
| Supervisory level operators | Minimum 10+2 (intermediate) level operator having UIDAI supervisor certification | | One per PEC |

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|--|-------------------------|--|--|
| | on or after 1-Jan-2021. | | |
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Note further detailed Bidder go through the websites :<https://eproc2.bihar.gov.in/EPSV2Web/> or <https://state.bihar.gov.in/educationbihar> tender section Tender id: **Education/NIT/ Aadhar PEC/2024- 25/01** dated **29-10-2024**

- a. It is mandatory for all the employees of service provider to wear ID card (given by respective company/agency) during working hours. The Zone Coordinator shall be reporting directly to SEO and MIS interface through Command-and-control Centre situated in Education Department, Vikas Bhawan, Patna.
- b. Service Provider shall issue an appointment letter providing the details of their personnel, as required by the SED within 15 days of the LOI /order placement. Only Indian Nationals should be appointed. Service provider should share the copy of appointment letter along with request letter for registration (L1/L2) of enrollment kit/station.
- c. The Service Provider shall submit details of all State/District Coordinator & Technical Manpower (including Educational/ experience certificate, offer letter/salary slip), before commencement of work. Any change/replacement in the same will be reported to SED Bihar, with due reason and artifacts replacement will only be allowed with the persons having similar or higher qualification/experience.
- d. The Service Provider shall deploy supervisory level operator for Aadhaar enrollment only after certification from the UIDAI's certified agency. The Service Provider shall submit details (including Educational/ experience certificate) of all the Manpower before commencement of work .
- e. The Permanent Center shall be set-up by Service Provider at the respective location as directed by SEO at Block / ward / town levels/Sub Division Level /District Level etc. and other specified locations.
- f. Set up of Center (Infrastructure & layout including used Hardware and Software) shall be as per UIDAI norms& updates thereon, and should be completed In advance for commencement of the service in the center.
- g. Service Provider shall ensure that Center operates during government working hours on all working days. Holidays will be observed as per Bihar Government Holidays Calendar.
- h. The Service Provider shall ensure that Biometric exceptions captured are genuine and not resort to any malpractices such as fake Biometric exception. Any Biometric exceptions to be reported to UIDAI/SED for further verification on a dally basis.
- i. If any of the employees/representative of Service Providers/are found to be demanding / collecting undue money or Indulging In any other illegal activity for enrollment, appropriate disciplinary/legal action will be taken by SEO Bihar / UIDAI, that includes blacklisting / termination/ fine/ penal action.
- j. Service Provider shall support the State / District Administration in improving the publicity to get the people to the Enrollment Centers.
- k. Daily report on the status of all the transactions & activities carried out should be online and maintained on dally MIS.
- l. Daily biometric based online attendance of the supervisory level Operator/Supervisor, Technical Personnel and State Coordinator should be maintained and service provider should provide administrative access to the attendance dashboard / website for monitoring the online attendance to the SEO, Bihar.

- m. Service Provider shall comply with Scanning/Document Management System (OMS) requirements as per UIDAI norms and report to SEO on monthly basis and as per the instruction issued by UIDAI from time to time.
- n. Service Provider shall work in liaison with designated SEO personnel, District authorities and staff from UIDAI for smooth execution of the project.
- o. The job awarded cannot be sublet/subcontracted to any other third party in any kind of arrangement. If any Service Provider is found to be sub-contracting / sub-letting the awarded work, appropriate legal action will be taken against the service provider that may include recommendation for blacklisting of agency/company
- p. The maximum amount of fee to be charged by Registrars/EAs/ASKs/ Aadhaar Kendras for various Aadhaar related services from residents, as prescribed by UIDAI at present, are as follows:

| Services | Rate of fee to be collected from I Residents by Registrar/EA (Incl. GST) |
|--|--|
| Aadhaar Enrolment | MBA /MCA/ 8.Tech. in / MSc IT/ with relevant experience |
| Mandatory Biometric Update (MBU) I MBU along with demographic update | Free of Cost |
| Biometric Update with or without Demographic Update* | Rs. 100.00 |
| Demographic Update* | Rs. 50.00 |
| e-Aadhaar download and color print on A4 Sheet | Rs. 40.00 |

* Update of more than one field on single instance will be considered as one update.

The due charges for the above services will be collected by the service provider from the residents on behalf of Registrar/EA. This service charge being collected from residents for Demographic Update, Full Biometric Update and EAadhaar

- q. Download & colour print will be retained by the service provider concerned, a daily report of all such transactions will be shared with SED Bihar through online MIS reporting. The online MIS portal to be designed by the agencies and also its access will be provided by the Agency(ies) along with interface with Comand& Control Center. The Rate list will be displayed at the enrollment center. The new Aadhaar enrollment and mandatory Biometric Update is free for any resident. The applicable charges will be as per UIDAI notification as revised from time to

time.

- r. The penalties/disincentives Imposed by UIDAI, will be recovered from respective Service Provider as per actual.
- s. Contract Period: The contract period shall be for 05(five) years from the date of the agreement which can further be extended for another 02 years with mutual consent of SED and the successful bidder.

QUALITY CHECK FOR BIOMETRIC DATA CAPTURE:

- a. The service provider has to carry out syncing of machines as per UIDAI norms regularly. Service provider has to report about any missing Post Office in Master Data within 30 days of commencement of work.
 - b. The service provider will regularly provide the sync report and Aadhaar enrollment report In the MIS designed for monitoring purpose.
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CHAPTER 5 – TERMS & CONDITIONS

- a. **Availability of Manpower:** The project is highly Man power intensive and availability of supervisory level operators and other manpower at the permanent enrollment centers are of utmost importance. MIS mechanism should be devised and system should be in place to ensure availability of the enrollment personnel in the PEC centers during the designated hours for the general public. The total time period of the project is 60 months from the date of contract, which may be extended by additional 24 months on the basis of performance and meeting service level compliance and on mutually agreed terms and conditions. The centers should start functioning with effect from 01/01/2025 or 15 days from issue of work order whichever comes first.
- b. Minimum one UIOAI certified supervisory level operator is required to be deployed on each Permanent Enrollment Center. In case the operator is absent due to unavoidable circumstance, service provider has to deploy replacement manpower to the enrollment center without fail.
- c. All orders for the zones will be at the respective quoted rates.
- d. The supervisory level operators have to give utmost priority to new Aadhaar Enrollment.
- e. Decision of SED will be final In allocation of centers/ locations. Each block must have at least one number of PEC which may be used at Panchayat level schools as per roaster given by BEOs.
- f. Availability of certified manpower and the Bidder managing their service at the Center are of major importance in this people centric project. Bidder shall be solely responsible for payment of wages or any other remuneration or compensation or claims or expenses of whatsoever nature of its employees on regular basis. If any dues are reported to SED, the SED may at its sole discretion withhold from the bills of the Bidder such amount, which will be released only after such disputes are settled amicably. It is clearly understood that SEO shall not have any responsibility or liability whatsoever towards the employees of the Bidder.
- g. Service provider shall indemnify the SEO in respect of any costs, claims or liabilities whatsoever arising from death or Injuries to employees of service provider and all damage to property, death or personal injuries whatsoever, caused by negligent acts or omissions of such employees during their presence in the project premises in connection with this Agreement.
- h. The salary / payments to the supervisory level operators and other manpower's deployed in the project shall be disbursed only through their individual bank account. Relevant monthly statements / records shall be forwarded to SEO as and when asked for.
- i. The SED reserves the right to direct replacement of the personnel if the quality of the work is not satisfactory. Bidder is responsible for immediate replacement of such personnel.
- j. No price escalation will be entertained during entire project duration except GST]taxes.
- k. The Bidder shall not assign, in whole or in parts, its obligations to perform under the contract to third party.

- l. The Special Secretary-Cum-Director, SED reserve the right to accept or reject any or all bids without assigning any reasons. Bids may be accepted or rejected in total or in any part thereof. Any bids not containing sufficient information in view of SEO, to permit a thorough analysis may be rejected.
- m. The Special Secretary-Cum-Director, SED reserve the right to verify the validity of bid information, and to reject any bids where the contents appear to be incorrect, inaccurate or inappropriate in the SED estimation.
- n. Special Secretary-Cum-Director, SEO shall have the right to cancel the RFP process at any time prior to signing of contract without thereby incurring any liability to the affected bidder or bidders.
- o. The Special Secretary-Cum-Director SEO if the progress is not satisfactory in terms of quality, quantity, and time and in such cases; the Secretary, SEO reserves the right to award the contract to any other Bidder to complete the work in time.
- p. Data storing/keeping a copy in an unauthorized way and utilizing the data/hardware for any other purpose will attract serious legal/criminal proceedings. Such act will lead to cancellation of contract with penalties and such bidders will be black listed by SEO and legal action will be taken as per the AADHAAR {TARGETED DELIVERY OF FINANCIAL AND OTHER SUBSIDIES, BENEFITS AND SERVICES) ACT, 2016 and required confidentiality.
- q. Along with notification of the award {Lol) acceptance, Bidder should submit detailed schedule of setting up of the centers. SEO/ UIDAI can conduct surprise audit to ensure compliance to the process with reference to schedule and quality plan.
- r. A complaint Register shall be kept at every center to register the complaints, if any, by the Enroller any other authority. The register will be verified by designated authority deployed by SED/ UIDAI.
- s. At the Enrollment Center the Service Provider has to display the RATE CHART, Contact etc

CHAPTER 5 – TECHNICAL BID & EVALUATION

Technical Evaluation

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

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.

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 & ESI Registration Certificates. |
| 9 | ISO & CMMI Certificates |
| 10 | Clause-by-clause Compliance Statement of Bidder's Eligibility Criteria (as per Annexure-C) along with supporting documents. |
| 11 | General Declaration of Bidder (as per Annexure-D). |
| 12 | Declaration of Bidder being not Blacklisted / Debarred (as per Annexure-E). |
| 13 | Declaration of Bidder towards Local Presence in Project Site (as per 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 letter head 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 |

PRICE BID

A. PRICE BID/ FINANCIAL BID FORMAT [Applicable for all three Zones]

Format for Financial Bid

| Details | Unit Rate (in figures) | Applicable Goods & Service Tax (in figures) | Total Rates (in figures) | Unit (in words) | Total Unit (in words) |
|--|-------------------------------|--|---------------------------------|------------------------|------------------------------|
| A | B | C | (B+C) | (B+C) | |
| Price per new Successful Aadhaar Generation Subject to a Maximum cap of Rs 80/- and minimum cap with tax of Rs. 50/- | | | | | |
| Price per Successful Mandatory Biometric Update Subject to a Maximum cap of Rs 80/- and minimum cap with tax of Rs. 50/- | | | | | |
| Total | | | | | |
| | | | Cumulative Sum | Cumulative Sum | |

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.

For the Bidder's Firm
(Authorized Signatory with Name and Stamp)

(Bid Covering Letter / Annexure-A)

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

Ref: Tender no. dated

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

Dear Sir,

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

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

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

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

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

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

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

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

Dated this Day of 2024

Authorized Signatory Name:

Designation:

(Company Seal)

Note: To be submitted in Company Letterhead

Bidder's Profile

| | | | | |
|-----|--|---------|---------|---------|
| 1. | Name and address of the company | | | |
| 2. | Contact Details of the Bidder (Contact person name with Designation, Telephone Number, FAX, E- mail and Web site) | | | |
| 3. | Area of Business | | | |
| 4. | Annual Turnover in last 3 financial years (Rs in Crore) | 2020-21 | 2021-22 | 2022-23 |
| 5. | IT Turnover in last 3 financial years (Rs in Crore) | 2020-21 | 2021-22 | 2022-23 |
| 6. | Profit / Loss in last 3 financial years (Rs. in Crore) | 2020-21 | 2021-22 | 2022-23 |
| 7. | Net-worth in last 3 financial years (Rs in Crore) | 2020-21 | 2021-22 | 2022-23 |
| 8. | Date of Incorporation | | | |
| 9. | GST Registration number | | | |
| 10. | PAN Number | | | |
| 11. | CIN Number, if applicable | | | |
| 12. | Number of technical manpower in company's rolls | | | |

Dated this Day of **2024**

Authorized Signatory Name:

Designation:

(Company Seal)

Note: To be submitted in Company Letterhead

(Annexure-C)

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

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

Dear Sir,

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

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

Dated this Day of **2024**

Authorized Signatory Name:

Designation:

(Company Seal)

Note: To be submitted in Company Letterhead

(Declarations / Annexure-D)

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

Subject: Declarations against Expression of Interest (EoI) for

Tender no. dated

Dear Sir,

We hereby declare / undertake the following:-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated this Day of 2024

Authorized Signatory Name:

Designation:

(Company Seal)

Note: To be submitted in Company Letterhead

(Annexure-E)

Compliance Statement of Eligibility Criteria As per 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
Vibhuti Khand, Gomti Nagar
Lucknow-226010, India

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

Ref: EOI/Tender no. dated

Dear Sir,

I/We, the undersigned hereby declare that:

I/We know that the bid should be supported by a Bid Security Declaration (in lieu of EMD as per end customer) in accordance with your conditions. I/We accept to automatically be suspended from being eligible for bidding in any contract in ITI Limited for a period of FIVE 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 Integration Associates(Bidder) which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the contractor ON THE SECOND PART.

Preamble

WHEREAS the Principal intends to award, under laid down organizational procedures, contract for of ITI Limited. The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/ transparency in its relations with its Contractor(s).

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

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

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

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
- a. No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Act if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 – COMMITMENTS OF THE BIDDER(S)

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

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

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

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

- 3.1 If the Bidder(s), during tender process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s) from the tender process.
- 3.2 If the Bidder, has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklisting for future contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the Bidder (s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.
- 3.3 The Bidder(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.
- 3.4 A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.
- 3.5 The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s) shall be final and binding on the Bidder(s)/ Contractor(s), however the Bidder can approach IEM(s) appointed for the purpose of this Pact.
- 3.6 On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s) shall not be entitled for any compensation on this account.

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

SECTION 4 – PREVIOUS TRANSGRESSION

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

SECTION 5 – PAYMENT CLAUSE

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

SECTION 6 – COMPENSATION FOR DAMAGE

- 6.1 If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.
- 6.2 In addition to 6.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Bidders default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

SECTION 7 – EQUAL TREATMENT OF ALL BIDDERS

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

SECTION 8 – CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S)

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

SECTION 9 – INDEPENDENT EXTERNAL MONITOR(S)

- 9.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 9.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.
- 9.3 The Bidder(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Contractor(s). The Bidder(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents with confidentiality.
- 9.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.
- 9.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within a reasonable time from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 9.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9.7 The word '**Monitor**' would include both singular and plural.
- 9.8 Details of the Independent External Monitor appointed by the Principal at present is furnished below: -
- Shri Atul Jindal
3/10 Vishesh Khand
Gomtinagar, Lucknow- 2260100

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

SECTION 10 – FACILITATION OF INVESTIGATION

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

SECTION 11 – LAW AND JURISDICTION

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

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

SECTION 12 – PACT DURATION

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

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

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

SECTION 13 – OTHER PROVISIONS

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

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

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

13.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

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

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

For PRINCIPAL

For BIDDER (S)

.....
Name-
Designation-

.....
Name-
Designation-

Witness

Witness

1).....

1).....

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://itilttd.euniwizarde.com>). Steps are as follows:

(Home page → Downloads ⇔ Bidder Manuals).

- b. The tenders will be received online through portal <https://itilttd.euniwizarde.com>. In the Technical Bids, the Bidders are required to upload all the documents in .pdf format.
- c. Possession of Valid Class III Digital Signature Certificate (DSC) in the form of smart card/e- Token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://itilttd.euniwizarde.com>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available on the website <https://itilttd.euniwizarde.com> under the link 'DSC help'.

Tenderers are advised to follow the instructions provided in the 'User Guide and FAQ' for the e- Submission of the bids online through the ITI e-Wizard Portal for e-Procurement at <https://itilttd.euniwizarde.com>

- d. The Bidder has to "**Request the tender**" to portal before the "**Date for Request tender document**", to participate in bid submission.
- 7. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
 - 8. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
 - 9. No deviation to the technical and commercial terms & conditions allowed.
 - 10. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bids.

ASSISTANCE TO BIDDERS

- 1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the 12x7 Helpdesk Support.

BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY DEPOSIT

Ref:

Date:

To

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

1. As agreed under the relevant terms and conditions of Purchase Order Ref. _____ Dated _____ (hereinafter called the said Purchase Order) between M/s. ITI Limited (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 time to time any of the powers exercisable by the Purchaser against the said Supplier and to forbear or enforce any of the terms and conditions relating to the said Purchase Order and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to said Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser, to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.
8. We _____ (indicate the name of Bank) undertake not to revoke this

Guarantee during its currency except with the previous written consent of the Purchaser, in writing.

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

Date:
Signatory/Bank Official)Place:
Bank

(Name & Designation of the
For _____ (indicate the name of

