

Corrigendum

Subject – RFP for Identification of Service Provider (SP) to conduct Computer Based Test (CBT) for Staff Selection Commission-reg

Based upon the queries received from the prospective bidders and the observations of the Committee, the Commission has decided to issue a Corrigendum with reference to the Tender ID 2023_SSC_779285_1, on the following points:-

S.No.	Point of RFP	Topic	Text of RFP (Existing)	Revised text in the RFP (Now may be read as)
1.	Section 3.1(c) (Point 2)	Scope of Work	The selected bidder shall arrange mock test for the project team involved in conduct of examination at all the venues on the preceding day of the SSC test (i.e. one/ two day before the SSC test) All those participating in conduct of the examination (as per Manpower in Para 5.2 except Chief Coordinator and Regional Coordinator) shall be present fulltime during the conduct of Mock Test. Training/ briefing of all exam functionaries shall be as far as possible is to be conducted on the same day.	The selected bidder shall arrange mock test for the project team involved in conduct of examination at all the venues on the preceding day of the SSC test (i.e. one/ two day before the SSC test) All those participating in conduct of the examination (as per Manpower in Para 5.2 except Chief Coordinator and Regional Coordinator) shall be present fulltime during the conduct of Mock Test. Training/ briefing of all exam functionaries shall be as far as possible is to be conducted on the same day. Relevant manpower like Venue Manager, Network Engineer, Lab Supervisor, Software Support, N/w & H/w Support, Washroom cleaning support staff and any other staff, to be mutually decided, will be available at the time of conduct of mock test.
2.	Section 3.1(c) (Point 7)	Scope of Work	For Examinations, the venue shall be taken over in its possession of the service provider at least 1 day in advance. Mock drill shall be demonstrated to the SSC in a synthetic scenario with 100% load to be made available for CCTV monitoring online. All nodes (including buffer) must be thoroughly checked and sanitized. It is also to be ensured that there are no blind spots in CCTV coverage. Regional offices or third-party auditors will conduct infra review on sample basis of examination venues.	For Examinations, the venue shall be taken over in its possession of the service provider at least 1 day in advance. Mock drill shall be demonstrated to the SSC in a synthetic scenario with 100% load to be made available for CCTV monitoring online. All nodes (including buffer) must be thoroughly checked and sanitized. It is also to be ensured that there are no blind spots in CCTV coverage. Regional offices or third-party auditors will conduct infra review on sample basis of examination venues. Checklist will be decided in

			Checklist would be given by SSC.	consultation with selected bidder. However, the decision of SSC will be final.
3.	Section 3.1 (Point 12)	Pre-Examination Phase	<p>The exam venue should provide network security, but not limited to exam network, speed of network, physical security of the assets, etc. Bidder should only install network switches which are managed and offer GBPS speed.</p> <p>Suitable tools to detect any network intrusion should be deployed by the bidder.</p>	<p>The exam venue should provide network security, but not limited to exam network, speed of network, physical security of the assets, etc. Bidder should install network switches which are managed and offer GBPS speed on best effort basis.</p> <p>Suitable tools to detect any network intrusion should be deployed by the bidder.</p>
4.	Section 3.1 (Point 15)	Pre-Examination Phase	<p>The selected bidder shall ensure suitable drinking water and separate hygienic toilet facilities for both Boys and Girls at each examination center. Exam functionaries/ security guards should have a separate toilet to that for candidates.</p>	<p>The selected bidder shall ensure suitable drinking water and separate hygienic toilet facilities for both Boys and Girls at each examination center. Exam functionaries/ security guards should have a separate toilet to that for candidates on best effort basis.</p>
5.	Section 3.1 (Point 26)	Pre-Examination Phase	<p>Examination Venues:</p> <p>The Service Provider shall submit a list of standard examination venues along with audited report for each test venue within 30 days of signing of SLA. These venues shall be audited by SSC or its authorized agency before conduct of important examinations. No examination venues shall be taken unless audited by SSC. Inclusion of any new center would be possible only after the audit of Centre by the Regional Office of SSC. Any audited examination venues in which major modification has taken place at a later stage is to be offered again for audit to SSC.</p> <p>In case the service provider has an office in the same building as of test center separate entry and exit clearly isolating the test center should be done. Internal training facilities or other infrastructures specially for conducting "Computer Based Test (CBT)-Examination" may be used. Test Centre should be</p>	<p>Examination Venues:</p> <p>The Service Provider shall submit a list of standard examination venues along with audited report for each test venue within 30 days of signing of SLA. These venues shall be audited by SSC or its authorized agency before conduct of important examinations. No examination venues shall be taken unless audited by SSC. Inclusion of any new center would be possible only after the audit of Centre by the Regional Office of SSC. Any audited examination venues in which major modification has taken place at a later stage is to be offered again for audit to SSC.</p> <p>In case the service provider has an office in the same building as of test center separate entry and exit clearly isolating the test center should be done. Internal training facilities or other infrastructures specially for conducting "Computer Based Test (CBT)-Examination" may be used. Test Centre should be clearly isolated. Service Provider should ensure</p>

			<p>clearly isolated. Service Provider should ensure that there is no unauthorized access to the test center.</p> <p>Background check/ police verification of all Exam related functionaries at the exam centers: The service provider will get the background check/ police verification conducted for all Exam related functionaries i.e., invigilators/helpers/guards/IT personnel at the exam center which should not be more than one year old.</p> <p>The Service provider will keep a repository of documents/ contact details of all manpower deployed at an exam center and share the same with SSC as and when required.</p>	<p>that there is no unauthorized access to the test center.</p> <p>Background check/ police verification of all Exam related functionaries at the exam centers: The service provider will get the background check/ police verification/Criminal Report conducted for all Exam related functionaries i.e., invigilators/helpers/guards/IT personnel at the exam center which should not be more than one year old.</p> <p>The Service provider will keep a repository of documents/ contact details of all manpower deployed at an exam center and share the same with SSC as and when required.</p>
6.	Section 3.3 (Point 2(2))	Infrastructure	<p>At the entry gate the candidate's admit card will be checked for identity verification with the help of photo bearing ID in original to be produced by the candidate and will be scanned for barcode/QR coded roll number and after that the candidate will proceed towards the registration desk in the allotted examination lab.</p> <p>Registration of Candidates</p> <p>1) Biometric Enrolment of only those Candidates whose barcode/QR coded data of roll number captured at the entry gate and pushed at the Registration Desk</p> <p>2) If so desired by SSC, verification of Biometric data with UIDAI (1: N) and record the status of acceptance verification by UIDAI/AADHAR.</p>	<p>At the entry gate the candidate's admit card will be checked for identity verification with the help of photo bearing ID in original to be produced by the candidate and will be scanned for barcode/QR coded roll number and after that the candidate will proceed towards the registration desk in the allotted examination lab.</p> <p>Registration of Candidates</p> <p>1) Biometric Enrolment of only those Candidates whose barcode/QR coded data of roll number captured at the entry gate and pushed at the Registration Desk</p> <p>2) If so desired by SSC, verification of Biometric data with UIDAI (1: 1) and record the status of acceptance verification by UIDAI/AADHAR.</p>
7.	Section 3.3 (Point 6)	Infrastructure	<p>Every venue used to conduct SSC examination must have a wire line telephone connection along with at-least 100mbps wire line broadband connectivity at the server room in order to have</p>	<p>Every venue used to conduct SSC examination must have a wire line telephone connection along with at-least 100mbps wire line broadband connectivity at the server room in order to have</p>

			seamless connectivity during the exam even when Jammers are switched on.	seamless connectivity during the exam even when Jammers are switched on. Exceptions will be allowed on case to case basis.
8.	Section 3.3 (Point 23)	Infrastructure	At any point in time during the currency of the project, if the Government policy demands migration of data from the Service Provider's central system to any other identified system, the Service Provider shall support the migration of data related to this project within mutually agreed timelines.	At any point in time during the currency of the project, if the Government policy demands migration of data from the Service Provider's central system to any other identified system, the Service Provider shall support the migration of data related to this project within mutually agreed timelines. This requirement will be mutually agreed with respect to timelines and cost.
9.	Section 3.4 (Point 5)	Post Examination Phase	Question paper of the candidate along with his response with the provisional answer keys shall be hosted for candidate access for a particular time period after the date of last examination of the particular exam assignment.	Question paper of the candidate along with his response with the provisional answer keys shall be hosted for candidate access for 2-3 days after the date of last examination of the particular exam assignment.
10	Section 3.4 (Point 4 of 'Note')	Post Examination Phase	Test Data Archiving: The selected bidder shall archive the result and other examination data for a period of one year as custodian from the date of declaration of result for the assignment after transferring the entire data to SSC. No data can be deleted without a certificate from SSC.	Test Data Archiving: The selected bidder shall archive the result and other examination data for a period of one year as custodian from the date of declaration of result for the assignment after transferring the entire data to SSC. After handing over data to SSC, all examination related data will be deleted from the bidder's data center.
11	Section 3.8	Assessment Platform (Question Paper Generation Software)	(Tender ID: 2023_SSC_775403_1).	(Tender ID: 2023_SSC_782884_1).
12	Section 3.5	Skill Test	The SSC may authorize the successful bidder to conduct the Skill Test including Stenography, typing, etc. and any other skill Tests as may be required from time to time. While conducting skill tests the bidder has to ensure good quality keyboards/ mouse/ sound system.	The SSC may authorize the successful bidder to conduct the Skill Test including Stenography, typing, etc. and any other skill Tests as may be required from time to time. While conducting skill tests the bidder has to ensure good quality keyboards/ mouse/ sound system. Skill Test means typing test, Data Entry Speed Test (DEST), Computer

				Proficiency test and Stenography Skill test.
13	Section 5.1	FCBT-21	ii. Under no circumstances the next shift should start without uploading the complete data of previous shift to the central server.	ii. Under no circumstances the next shift should start in the same primary server without uploading the complete data of previous shift to the central server.
14	Section 5.1	FCBT-37	v.Non-shadow lighting is mandatory for every hall of examination. ii. Computer node number (label) should be clearly displayed prominently on A-4 size paper. Label print should cover about 50% of the label. The label should be clearly visible in the CCTV footage	Computer node number (label) should be clearly displayed prominently . Label print should cover about 50% of the label. The label should be clearly visible in the CCTV footage
15	Section 5.1	FCBT-38	xii. After pre-audit, and confirmation, a computer lab selected for examination will not be used for any activity which could be prejudicial to the seamless conduct of SSC examination. xvi. Under no circumstances Registration desk should be located at any place other than at the entry point of the lab.	After Completion of mock / full dress rehearsal, a computer lab selected for examination will not be used for any activity which could be prejudicial to the seamless conduct of SSC examination. xvi. Registration desk should be located at or near the entry of the lab but not in the middle/deep inside the lab so as to avoid mixing of registered/non-registered candidates may take place.
16	Section 5.1	FCBT-48	SP to handover the list of suspected candidates identified through post exam analysis or candidates caught with unfair means. SP to support PMU team to evaluate the highlighted cases. SP shall take immediate steps against candidate caught indulging in malpractice with filing of FIR etc.	SP to handover the list of suspected candidates identified through post exam analysis or candidates caught with unfair means. SP to support PMU team to evaluate the highlighted cases. SP shall take immediate steps against candidate caught indulging in malpractice with filing of FIR etc. Filing of FIR(s) against the candidates caught indulging in malpractices during the conduct of examinations will be done by the SP. However, during post examination analysis, FIR(s) will be responsibility of concerned Regional Offices.
17	Section 5.1	FCBT-51	Adequate access to their venues/ systems will be provided to the	Adequate access to their venues/ systems will be provided to the

			representatives/authorized persons/agency authorized by SSC for monitoring/ supervision/ audit or any other purposes as desired by SSC.	Representatives/authorized persons/ agency authorized by SSC for monitoring/ supervision/ audit as desired by SSC.
18	Section 5.1	FCBT-52	SSC may provide its own venues (venues of government agencies/ authorized by government agencies) for use in examinations and the service provider will make other necessary arrangements if needed for smooth conduct of examination.	SSC may provide its own venues (venues of government agencies/ authorized by government agencies) in consultation with the Service Provider for use in examinations and the service provider will make other necessary arrangements if needed for smooth conduct of examination. However, the decision of SSC will be final.
19	Section 5.2 (8)	Network & Hardware Support	An employee of Service Provider	Outsourcing allowed or an employee of Service Provider. However, the responsibility of maintaining the sanctity of examination will rest with the SP only.
20	Section 6.4	Compliance with Industry Standard	ISO17799	ISO 27001
21	Section 6.7	Performance Criteria	Response time for question/page loading must be less than one millisecond. All responses to be acted upon in real time.	Response time for question/page loading must preferably be less than one millisecond. All responses to be acted upon in real time.
22	Section 10.3	Authentication of Bids	The original and copies of the bid, <u>shall be typed or written in indelible ink</u> and signed by the Bidder or the official duly authorized by the bidder to this effect.	The original and copies of the bid duly signed by the Bidder or the official duly authorized by the bidder to this effect.
23	Section 10.17	Prices of Components and Overall Price Information	Bidder should provide all prices, quantities as per the format prescribed under Clause 11.5- (Bid Response – Commercial Bid).	Bidder should provide all prices, quantities as per the format prescribed under Clause 11.6- (Bid Response – Commercial Bid).
24	Section 10.32	Consortium	Consortium in any form is not allowed in this bid process and the Service Provider shall not subcontract services.	Consortium in any form is not allowed in this bid process. Ancillary services (for eg. Security, Housekeeping etc) may be outsourced but the core service of conduct of Computer Based Examination cannot be outsourced.
25	Section 11.3	Pre-Qualification	Certified Copy of the	Documents Certified by Statutory Auditor will also be accepted.

	(Point 6)	Criteria for CBT: Mandatory	financial statements including audited Balance sheet and Profit & Loss Account	
26	Section 11.3 (Point 6)	Pre-Qualification Criteria for CBT: Mandatory	Certified Copy of the financial statements including audited Balance sheet and Profit & Loss Account	Self-declaration by authorized signatory of the bidder
27	Section 11.3 (Point 9)	Integrity Pact	Submit Integrity Pact as per the format defined	Integrity Pact enclosed as Annexure. S.No. 8 'Examination Software System' has been removed.
28	Section 11.4 (S.No.1)	Average Turnover of the Company	Average Turnover of the Company in last three F.Y. 2020-21, 2021-22 & 2022-23 Turnover >=500 Cr Turnover >=300 Cr but <500 Cr Turnover >=200 Cr But <300 Cr Turnover >=100 Cr but <200 Cr Turnover >=80 Cr but <100 Cr Turnover >=50 Cr but <80 Cr Turnover >=20 Cr but <50 Cr Turnover <20 Cr	Average Turnover of the Company in last three F.Y. 2020-21, 2021-22 & 2022-23 Turnover >=500 Cr Turnover >=300 Cr but <500 Cr Turnover >=200 Cr But <300 Cr Turnover >=100 Cr but <200 Cr Turnover >=80 Cr but <100 Cr Turnover >=50 Cr but <80 Cr Turnover >=30 Cr but <50 Cr Turnover <30 Cr
29	Section 11.4	<i>Marking Criteria for Technical Evaluation of Bids</i>	Average Turnover of the Company in last three F.Y. 2020-21, 2021-22 & 2022-23	The turnover asked refers to a company and not the composite turnover of its subsidiaries/sister concerns etc.
30	Section 11.4	<i>Marking Criteria for Technical Evaluation of Bids (Point 2 of Slab)</i>	Net Profit (as % of Turnover) of the Company in F.Y. 2022-23 Net Profit >=30% Net Profit >=20% but < 25% Net Profit >=15% but < 20% Net Profit >=15% Net Profit >=10% but < 15% Net Profit >=5% but < 10% Net Profit Positive	Net Profit (as % of Turnover) of the Company in F.Y. 2022-23 Net Profit >=30% Net Profit >=25% but < 30% Net Profit >=20% but < 25% Net Profit >=15% but < 20% Net Profit >=15% Net Profit >=10% but < 15% Net Profit >=5% but < 10% Net Profit Positive
31	Section 11.4 (S.No.3)	Marking Criteria for Technical Evaluation of Bids	Proof: Client's Certification (or) Work order from any client	Proof: Client's Certification (or) Work order from any client <u>and name & contact details of customer</u>
32	Section 11.4 (S.No.4)	Marking Criteria for Technical Evaluation of	Proof: Client's Certification (or) Work order from any client	Proof: Client's Certification (or) Work order from any client <u>ands name & contact details of customer</u>

		Bids		
33	Section 11.4 (S.No.5)	Marking Criteria for Technical Evaluation of Bids	Proof: Client's Certification (or) Work order from any client	Proof: Client's Certification (or) Work order from any client <u>and name & contact details of customer</u>
34	Section 11.4 (S.No.7)	Marking Criteria for Technical Evaluation of Bids	Proof: Declaration by the company secretary	Proof: Declaration by the company secretary/ HR Head
35	Section 11.4 (S.No.10)	Marking Criteria for Technical Evaluation of Bids	Less than CMMi Level 3 in Software CMMi Certification	Less than CMMi Level 3 in Services . Bidder should provide specific proof of the listing or the Appraisal ID in CMMI Appraisal System https://cmminstitute.com/pars .
36	Section 11.5(Point 1.1)	Qualification Criteria for CBT: Examination Systems - Mandatory	Exam software system is able detect, log and prevent if any candidate utilizes another communication mechanism/ device (external or internal hardware in node) for cheating. The communication mechanism/devices include Bluetooth, Wi-Fi, Internet, KVM switch, USB, Hard Drive, Dongles, and Camera	Exam software system is able detect, log and prevent if any candidate connects to the system another communication mechanism/ device (external or internal hardware in node) for cheating. The communication mechanism/devices include Bluetooth, Wi-Fi, Internet, KVM switch, USB, Hard Drive, Dongles, and Camera
37	Section 11.6	Commercial Bids	Columns D – GST Column E- Any other taxes	Columns merged and to be read as 'Taxes at prevalent rates'.
38	Section 11.6 (Note under Table 2)	Commercial Bids	However, the selected service provider will have to agree to the lowest quote for each item of „Table-2" received in this regard, in case SSC requires these services.	However the selected SP will be paid at rate of average quoted price of all technically qualified bids or the price quoted by the selected bidder whichever is lower.
39	Section 12.6	Service Level Agreement (SLA) for CBT	'Basic transaction fee'	Basic transaction fee' = S.No. 1 plus S.No. 2 of Table-I, provided the venue is also arranged by the service provider. SLA Penalty should be applicable only for reasons that are directly attributable to the Exam Conducting Agency.
40	Section 12.6 (Point 8)	Service Level Agreement (SLA) for CBT	If exam questions /answer keys get leaked before the examination	If exam questions /answer keys get leaked before the examination attributable to ECA.

41	Section 12.6 (Point 11)	Service Level Agreement (SLA) for CBT	Beyond days	Beyond 8 days.
42	Section 13.7	Annexure-A – Role and Responsibility of Selected Bidder (Point 3)	Provide timely access to exam center premises for pre-exam audit	Provide timely access to exam center premises for pre-exam audit. Time will be decided in consultation with the SP.
43	Section 13.3	Undertaking on Patent Rights	I/We as Service Provider (SP) do hereby undertake that none of the deliverables being provided by us is infringing on any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence.	I/We as Service Provider (SP) do hereby undertake that to the best of our knowledge none of the deliverables being provided by us is infringing on any 3rd party patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence.
44	Section 11.3	Pre-Qualification Criteria for CBT: Mandatory	The Bidder should be registered under the Companies Act, 1956 as amended in 2013 should have registered offices in India and should be in existence for at least the last Five (5) financial years, as on 31 March 2023.	The Bidder should be registered under the Companies Act, 1956 as amended in 2013 should have registered offices in India and should be in existence for at least the last Five (5) financial years, as on 31 March 2023. Only Govt. Societies Registered under Societies' Registration Act 1860 are also allowed.
45	Additional			General Terms & Conditions will be as per DoE guidelines. However, in exceptional circumstances, the terms and conditions will be mutually discussed. The decision of SSC will be final.

Under Secretary (G)

Integrity Pact

This Integrity Pact is entered by and between Staff Selection Commission , having its office located at Block No.12, CGO Complex, Lodhi Road (herein after referred to as the “SSC”, which expression shall, unless excluded by or repugnant to the context, deemed to include its successor/s in office or assign) of the First Part;

AND

<***>, a Company incorporated under the Companies Act, 1956, having its registered office at

<***> (hereinafter referred to as “Bidder” which expression shall, unless the context otherwise requires, include its permitted successors and assigns) of the Second Part.

Preamble

SSC intends to award, under laid down organizational procedures, contract for Identification of Service Provider (SP) to conduct Computer Based Test (CBT) for Staff Selection Commission’ _<Bidder’s Name>” through an open tender process and has issued RFP bearing number (Tender ID 2023_SSC_779285_1). The SSC values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and /or Vendor(s) / Contractor(s).

In order to achieve these goals, the SSC wishes to enter into this Integrity Pact with the Bidder(s) for this tender process and execution of the Agreement and will appoint an Contract Evaluation Committee (comprising of Technical Evaluation Committee and Financial Evaluation Committee) /Independent External Monitor (IEM), who will monitor the tender process and the execution of the Agreement for compliance with the principles mentioned above.

Section 1- Commitments of the SSC

- 1) The SSC commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a) No employee of the SSC, personally or through family members, will in connection with the RFP for, or the execution of the Agreement, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The SSC will during this tender process treat all Bidder(s) with equity and reason. The SSC will in, before and during this tender process, provide to all Bidders 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 this tender process or the Agreement execution.

- c) The SSC will exclude from the process all known prejudiced persons.
- 2) If the SSC obtains information on the conduct of any of its officers / employees which is a criminal offence under the Indian Penal Code 1860 and/or Prevention of Corruption Act 1988, or if there be a substantive suspicion in this regard, the SSC will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder

- a) The Bidder commits to take all measures necessary to prevent corruption. It commits itself to observe the following principles during its participation in this tender process and during the Agreement execution.
- b) The Bidder will not, directly or through any other persons or firm, offer promise or give to any of the SSC's employees involved in this tender process or the execution of the Agreement 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 this tender process or during the execution of the Agreement.
- c) The Bidder will not enter with other bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelization in this tender process.
- d) The Bidder will not commit any offence under the Indian Penal Code 1860 and / or Prevention of Corruption Act 1988; further the Bidder will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the SSC as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- e) The Bidder will, when presenting its bid, disclose any and all payments it has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with this tendering process or the award of Agreement under this tendering process.
- f) The Bidder will not, directly or through any other person or firm, approach any Government officials, ministers, political persons public servants, or any external agencies to influence the bidding decision making process or to attain any undue favours to the Bidder.
- g) The Bidder shall exclude, from this tender process or execution of the Agreement, all known prejudiced persons including those employees / Directors / management representatives of the Bidder who have family relationships with the employees or officers of the SSC.
- h) The Bidder shall disclose the circumstances, arrangements, undertakings or

relationships that constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with its obligations specified in the tender process or under any Agreement which may be negotiated or executed with the SSC. Bidder and its employees, agents, advisors and any other person associated with the Bidder must not place themselves in a position which may, or does, give rise to conflict of interest (or a potential conflict of interest) between the interests of the SSC or any other interests during this tender process or through operation of the Agreement.

- i) The Bidder will not indulge in any corrupt, fraudulent, coercive undesirable or restrictive practice in the tender process or the execution of the Agreement.
- j) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future Contracts

If the Bidder, during the tender process or before award or during execution of the Agreement has committed a transgression through a violation of Section 2 above, or in any other form, such as to put his reliability or credibility in question, the SSC is entitled to disqualify the Bidder from this tender process or decide not to award the work or terminate the awarded Agreement or blacklist the Bidder.

Section 4: Compensation for Damages

- a) If the SSC has disqualified the Bidder from this tender process prior to the award according to Section 3, the SSC is entitled to disqualify the bidder from bidding for any contract with Capacity Building Commission for a period of one year from the date of notification.
- b) If the SSC has terminated the Agreement according to Section 3, or if the SSC is entitled to terminate the Agreement according to Section 3, the SSC shall be entitled to demand and recover from the Bidder / Vendor the amount equivalent to Security Deposit / Performance Bank Guarantee in addition to any other penalties/ recoveries as per terms and conditions of the Agreement.

Section 5: Previous Transgression

- a) The Bidder declares that no previous transgressions occurred in the last three years with any other Central Government / State Government or Central PSU entity in India or any entity in any other country conforming to the anti-corruption approach that could justify Bidder's exclusion from this tender process.
- b) If the Bidder makes incorrect statement on this subject or hides any material information, the SSC is entitled to disqualify the Bidder from this tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings"

Section 6: Equal treatment of all Bidders

- a) The Bidder undertakes to demand from all sub consultants of the Vendor a commitment in conformity with this Integrity Pact, and to submit it to the SSC before signing of the Agreement with the SSC.
- b) The SSC will enter into individual Integrity Pacts with identical conditions as this one with all sub-consultants of the Vendor.
- c) Only if the Bidder has entered into this Integrity Pact with the SSC, the Bidder shall be eligible to participate in this tender process or execution of the Agreement.
- d) The SSC will have the right to disqualify the Bidder from this tender process if the Bidder does not get this Integrity Pact from Bidder's authorized signatory or violate any of its provisions.

Section 7: Criminal charges against violation Bidder/ Sub consultant(s)

If the SSC obtains knowledge of conduct of the Bidder or its Sub consultant, or of an employee or a representative or an associate of the Bidder or Sub consultant which constitutes corruption, or if the SSC has substantive suspicion in this regard, the SSC will inform the same to the Vigilance Officer in the Capacity Building Commission.

Section 8: Independent External Monitor/Monitors

- a) The SSC appoints _____ as Independent External Monitor for this Integrity 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 Integrity Pact.
- b) The Monitor is not subject to instructions by the representatives of the Parties and performs his functions neutrally and independently. The Monitor shall report to the.....
- c) The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of the SSC including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub consultants of the Vendor. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Subconsultant(s) of Vendor with confidentiality.
- d) The SSC will provide to the Monitor enough information about all meetings among the parties related to the tender process or the execution of the Agreement provided such meetings could have an impact on the contractual relations between the SSC and the successful Bidder. The Parties offer to the Monitor the option to participate in such meetings.

- e) As soon as the Monitor notices, or believes to notice, a violation of this Integrity Pact, he will so inform the SSC and request the SSC 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 a specific manner, refrain from action or tolerate action.
- f) The Monitor will submit a written report to the SSC within 8 to 10 weeks from the date of reference or intimation to him by the SSC and, should the occasion arise, submit proposals for correcting problematic situations.
- g) If the Monitor has reported to the SSC, a substantiated suspicion of an offence under relevant Indian Penal Code 1860 and Prevention of Corruption Act 1988, and the SSC 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, Government of India.
- h) The word 'Monitor' would include both singular and plural.

Section 9– Pact Duration

- a) This Integrity Pact begins when both Parties have legally signed it. It expires for the successful Bidder 12 months after the last payment under the Agreement, and for all other bidders, 6 months after the execution of the Agreement with the Vendor.
- b) If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the SSC.

Section 10 – Other provisions

- a) This Integrity Pact is subject to Indian Law, place of performance and jurisdiction is the Office of the SSC first above written, i.e. New Delhi.
- b) Changes and supplements of this Integrity Pact as well as termination notices need to be made in writing. Parties acknowledge that side agreements have not been made.

- c) Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the Parties will strive to come to an agreement to their original intentions.

*For & On Behalf of the SSC
Bidder*
(Official Seal)

Place: _____
Date: _____

For & On Behalf of the
(Official Seal)

Place: _____
Date