



**NOTICE INVITING TENDER (NIT)**

**FOR**

**EMPANELMENT OF TRAVEL AGENCY  
FOR BOOKING AIR/TRAIN/BUS TICKETS**

**(Through E-Tender Mode)**

Issued by:

**ITI LIMITED**

(A Government of India Undertaking)

Registered & Corporate Office

ITI Bhavan, Dooravaninagar,

Bengaluru-560016 (Karnataka), India

Website: [www.itiltd.in](http://www.itiltd.in)

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**This RFP contains 45 Pages**

This document is meant for the exclusive purpose of bidding as per the specification, terms, condition and scope indicated shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

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 <b>ITI LIMITED</b> <small>(A Government of Karnataka Enterprise)</small>	<h1>ITI LIMITED</h1>	<b>Phone Nos:</b>	080-25617713 080-25614466 Ext. 2263
<b>REGD. &amp; CORPORATE OFFICE, ITI BHAVAN</b>			
<b>DOORAVANINAGAR, BENGALURU - 560 016</b>			
<b>NOTICE INVITING TENDER</b>			
	<b>TENDER TYPE :</b>	<b>TWO BID</b>	
	<b>ENQUIRY REF :</b>	<b>CRP22E003/1</b>	
	<b>ENQUIRY DATE:</b>	<b>19.05.2022</b>	
Please quote your best prices for the item as mentioned below.			
<b>SI NO</b>	<b>ITEM DESCRIPTION</b>		
1)	OFFERS ARE INVITED from registered & experienced Firms for <b>APPOINTMENT OF TRAVEL AGENCY FOR BOOKING AIR/TRAIN/BUS TICKETS FOR ITI LTD FOR A PERIOD OF ONE YEARS</b>		
<b>Note:</b>	1	Offers are to be submitted strictly as per details furnished below & in the annexures	
	2	Scope of work, terms & conditions are as called for below	
	3	Prices should be quoted online in the Price Bid format only	
	4	Bidders have to submit <b>EMD on or before the 02-06-2022</b>	
<b>FOR SUBMISSION OF ONLINE BID AND PROCEDURE TO BE FOLLOWED:  VISIT <a href="http://www.tenderwizard.com/ITILIMITED">www.tenderwizard.com/ITILIMITED</a></b>			
<b>All vendors have to register in website: <a href="http://www.tenderwizard.com/ITILIMITED">www.tenderwizard.com/ITILIMITED</a> for submitting online BID</b>			
<b>PRE-BID MEETING</b>		<b>23-05-2022</b>	<b>11:00 HRS to 12:00HRS</b>
<b>BID DUE DATE AND TIME:</b>		<b>02-06-2022</b>	<b>17:00 HRS</b>
<b>BID OPENING DATE AND TIME (ONLY TECHNICAL BID)</b>		<b>03-06-2022</b>	<b>15:00 HRS</b>
<b>Note:</b> Bidders are advised to take into account sufficient time for uploading of their bids and work well in advance to ensure submission of bids before closing time as above			
VENUE FOR PRE-BID MEETING: 1 <sup>st</sup> Floor, CONFERENCE ROOM, CORPORATE OFFICE, ITI BHAVAN, DOORAVANINAGAR, BANGALORE-560016			
VC Link: <a href="https://cdotmeet.cdote.in/vmeet/iti-aby-lj7-i9v">https://cdotmeet.cdote.in/vmeet/iti-aby-lj7-i9v</a>			
Access Code: 794355			
<b>Enclosures:</b> 1) Offices of M/S. ITI Limited (Annexure-I) 2) Technical Bid-I (Annexure-II) 3) Technical Bid-II (Annexure-III) 4) QCBS Evaluation Criteria (Annexure-IV) 5) Price Bid Format (Annexure-V) 6) Undertaking for non-blacklisting (Annexure-VI) 7) Undertaking for no relatives in ITI (Annexure-VII) 8) Bid Form (Annexure-VIII) 9) Pre-Contract Integrity Pact (Annexure-IX) 10) Non-Disclosure Agreement (Annexure-X) 11) Performance Bank Guarantee Proforma (Annexure-X)		<b>For ITI Limited</b>  <b>Dy. General Manager-MM &amp; CPIO</b> Ph: 080-25617713(Direct) 080-25614466 Extn:2351 Email: shekharmandal_crp@itiltld.co.in	

# **SECTION 1**

## **INTRODUCTION & PREAMBLE**

### **1. Introduction**

- 1.1. ITI Limited, is a scheduled “A” Public Sector Undertaking under the Ministry of Communication, Department of Telecommunication, Government of India, with its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bengaluru – 560 016, Karnataka, India (hereinafter referred to as the Company)
- 1.2. The Company is having multiple production units in India located at Bengaluru in Karnataka State, Palakkad in Kerala State, Rae Bareli, Naini & Mankapur in state of Uttar Pradesh and Srinagar in J&K State and also having Network System Unit in Bengaluru in Karnataka State and Regional Offices in all the major cities in India.
- 1.3. For more details please visit our website <http://www.ilitd.in>

### **2. Preamble**

- 1.1 Movement of Company’s personnel is essential part of its activity to do business.
- 1.2 The selected bidder is required to arrange Domestic and International air / rail travel / bus tickets and provide other allied services for smooth, comfortable movement at minimalistic cost to its officials for a period of two years from the date of contract.

## **SECTION 2**

### **REQUEST FOR QUOTATION**

#### **1. Objective of the NIT**

- 1.1 Objective of the NIT is to appoint agency for arranging air, rail& bus tickets for travel of its officials for a period of one year from the date of contract. The empanelled agency has to arrange the required ticketing for officials of all units and regional offices of the company against specific request from the respective unit/regional office.

#### **2. Scope of the Work**

The scope of work/ service expected from the selected bidder (service provider) is to provide the following services to the officials of ITI Limited across India on real time basis tickets booking on SBT (Self Booking Portal) for domestic/ international sector at their desktop, laptop and mobile application with the following features:

- 2.1 Booking and issuing of multi sector international/domestic air tickets including prepaid tickets through ONLINE proprietary Self Booking portal, however, the service provider should also be able to book OFFLINE tickets in certain circumstances, if the company so requires.
- 2.2 Should be able to see availability of seats, cost and timing, more particularly with ITI Corporate fares.
- 2.3 Should be able to suggest, recommend the lowest fare within the desired time i.e. 2 hours before booking of the tickets. If the lowest price option is not chosen, the Self-Booking ticketing portal should be able to track missed savings in real time.
- 2.4 Should be able to do booking at preferred rates with corporate deal code so that the company gets the advantage of corporate deal rates. Corporate deal code will be provided by ITI Ltd. and that is to be exclusively used for ITI official's tickets booking only and not otherwise.
- 2.5 Should be able to enforce the corporate travel policies and offer a wider choice while ensuring bookings at the lowest rates.
- 2.6 Booking and arranging for domestic railway tickets/railway Tatkal tickets.
- 2.7 Assistance for issue/obtaining new passport/renewal and miscellaneous passport related services.
- 2.8 Assistance for obtaining visa and submitting passport at the embassies.
- 2.9 Assistance in booking hotel accommodation as and when required by the company.
- 2.10 Assistance in issuance of foreign exchange as per RBI guidelines.
- 2.11 Obtaining travel related insurance including overseas medical insurance.
- 2.12 Providing Foreign Currency Exchange service.
- 2.13 Apart from the scope of the work indicated above, there can be additional activities of similar nature, which the empanelled agency would be required to undertake, based on requirement from the company, from time to time.
- 2.14 The estimated value of expenditure on this tender is about Rs. 3 crores per year.

- 2.15 ITI reserves the right to evaluate the performance of the Agency once in six months on a need basis.
- 2.16 Should be able to provide dedicated helpline/ helpdesk/ call centres for queries/booking/ cancellation requests for ITI officials.
- 2.17 Should be able to centralize and streamline the entire process of travel, approval, booking, billing settlement/ statement, MIS reports & expenses. All reports should be available online.
- 2.18 Should be able to provide admin rights on the platform to the designated ITI officer of the concerned cost centres / sub cost centres to download the MIS and all reports, add, delete and make changes in the database of the Company Officials as well as recharging wallets.
- 2.19 Do real time monitoring of all travel management activity along with logs of booking and audit trail.
- 2.20 Any time anywhere access by internet, intranet of the company and on mobile application. Eliminate delays, sanction and unnecessary paperwork; should be able to implement/ introduce cost-cutting measures, across the enterprise in the least amount of time.
- 2.21 In-built arrangements in the software to customize the travel policy of ITI Ltd and subsequent changes in it from time to time.
- 2.22 The entire arrangement should be real time and the view to the airline option should display corporate fares and availability of seats etc.
- 2.23 Software should have the capacity to create at least 10-15 cost centres / sub-cost centres for PAN India booking, billing and payments. These cost centres may be region based.
- 2.24 Review of the application software will be conducted by ITI's IS&IT Department, Corporate Office for Information security purpose, if required.
- 2.25 The major scope of review is:
  - a) Secure network Architecture review.
  - b) Application security review.
  - c) Configuration review.
  - d) Process Review.
  - e) Source code review.
  - f) API Review.
  - g) Compliance review.
- 2.26 Should be on the CTA (Central Travel Account) platform and able to interface with Online payment and other online modes of payment for personal bookings.
- 2.27 Should be able to incorporate the benefits of the Corporate Deal entered by the Company with the airlines by using the allotted promo codes.
- 2.28 Should be able to assist the employees for VISA requirement on call and personally if required.
- 2.29 Booking and arranging of cab/bus service (preferable).
- 2.30 A dedicated team of accounts department of the agency is required to take care of the submission of the invoices / bills and reconciliation of accounts (including GST

reconciliation). Pending payment if any, after reconciliation will be made within 30 days of bill submission.

### **3. Responsibilities of the Agency**

- 3.1 The empanelled agency has to extend the service as required by the Company with the shortest span of time.
- 3.2 The empanelled agency shall be responsible for compliance with all Governmental rules, guidelines and procedures and order of the local authorities and statutory bodies as may be in force from time to time.
- 3.3 The empanelled agency has to provide the travel related services in time. If the agency fails to provide tickets and other travel related services after the scheduled time, the agency will be solely responsible for the same and no payment will be made for such services.
- 3.4 The empanelled agency should have proprietary self-booking ticketing facility and API integration of all airlines for all domestic and international travel and providing online booking facility for the same to the company.
- 3.5 Payment of GST as applicable from time to time will be binding on the empanelled agency.
- 3.6 The Agency should give their offers / concessions / facilities to all officials of ITI for a similar arrangement for all offices in ITI and it should be on the same terms and conditions.
- 3.7 The agency should be able to design and execute a smooth and thorough on-boarding process including providing demo usage of the platform to all the ITI employees. The on boarding service should be on recurring basis as and when required by ITI Ltd.
- 3.8 The Service provider should have the facility to ensure the fares displayed in the Self-Booking ticketing portal are correct and accurate. Such fares should be at the lowest selling rate of tickets available as per the applicable rules/ guidelines. ITI Ltd will be making regular and random verification fares displayed in the Self-Booking ticketing and contravention if any will be viewed seriously and the company will be entitled to initiate appropriate legal actions, in addition to termination of the agreement, company will recover extra fares so charged.
- 3.9 In respect of the officials of the company who are not able to make use of the online facility or the online facility is not accessible for any reasons, the service provider should be able to book the tickets based on the telephonic/email request of the officials, after ensuring the authenticity of such request/s. Special care to be taken that corporate fares are always available on the Self-Booking portal.
- 3.10 The selected bidder will not have any monopoly for booking tickets for the Company of its officials. The Company will be entitled to avail the same or similar services from any other service provider(s).
- 3.11 MIS and Monitoring- The Self-Booking ticketing portal should provide real time monitoring of all travel management activities in a single window so that the admin person is aware of all bookings, cancellation/ charges for their circle and a super user will be monitoring enterprise-wide travel activity through a single dashboard. Various MIS reports with details of booking date, online approval date, ticketing

date invoice date reports with details of fare break up, sectors, approvers, cost centres, cost codes etc. should be available in real time, cancellation and credit note should be available in real time & can be viewed by the user and the admin team. MIS reports should highlight deviations in all workflows. The Self -Booking portal should maintain the employee data in a secure environment and the data exchange should be in electronic form managed by directly communicating with ITI's HRMS system. The data exchange should be in encrypted format and at no time should the data be exchanged or shared with an outside entity.

### **3.12 Conditional Price Bid will not be accepted.**

The rates and / or prices in any form or for any reasons should not be disclosed in the technical or other parts of the bid except in the commercial bid. In case of failure to do so the bid will be rejected summarily.

### **3.13 EVALUATION PROCESS**

After opening of the technical bids and preliminary examinations, qualified bidders will be asked to make a presentation of the product/ services offered by them. The suitability, acceptability, eligibility and features of the product/ services of each bidder will be evaluated based on the presentation and bid documents as per the broad criteria mentioned in Annexure "II" and "III", and the marks will be awarded to each categories mentioned therein.

Any effort on the part of the bidder to influence the bid evaluation process or award of contract may result in the rejection of the bid.

### **3.14 Technical Evaluation Process:**

Detailed technical evaluation will include scrutiny of minimum eligibility criteria and technical information submitted as per Technical Bid Documents and responsiveness to the RFP including presentation to ITI Limited as specified. Bidders satisfying eligibility criteria and agree to comply with all terms and conditions, specified in this document may be invited for technical presentation to display their capabilities, approach and methodology.

Criteria, Sub-criteria and point system for technical evaluation is to be followed as based on the RFP response and the presentation made by the bidder to satisfy the requirements. ITI Ltd. will have the right to add/ amend/ modify the criteria mentioned in the Annexure 'II' and 'III'.

Only those bids meeting the eligibility criteria and having complied with the requirements of bid submission and having obtained a minimum eligibility marks and scored aggregate 60% marks in the technical evaluation shall only be considered as qualified for financial bid opening & further evaluation.

### **3.15 Financial Evaluation:**

The Financial Bid will be opened only for those bidders who have obtained a minimum score of 60% in the technical evaluation. The format for quoting financial bid is set out in Annexure-V. The financial bid evaluation will be done on the basis of the following parameters:



The bidder has to quote the price bid as per the price bid format at Annexure- “V” for booking of each ticket per person.

- The quoted service charges in Annexure-V shall be applicable for each transaction of booking, cancellation or rescheduling of ticket.
- The service tax/ GST, if any applicable to the service charges as per the prevailing statutory provisions will be paid by ITI Ltd. No other taxes or charges will be borne by the company.
- For the purpose of calculation and ranking of Combined Techno- Financial Evaluation, any value of 0 (zero) or a negative number as per the formula mentioned at clause 3.16, will be converted into a notional positive figure.

### 3.16 Combined Techno Financial Evaluation:

Bids will be evaluated as per combined Quality cum Cost Based system. The Technical bids will be allotted weightage of 70% while Financial Bids will be allotted weightage of 30%.

A combined score “Score” (S) will be arrived at after considering the nominal financial quote and the marks obtained in technical evaluation while relative weights of 30% for Financial Bid and 70% for Technical Bid according to the following formula:

Combined Score of A =	$70 \times \{\text{Tech Score of A}\}$	$30 \times \{\text{Lowest Financial Bid (X)}^*\}$
	----- + -----	-----
	Highest Tech Score (Y)**	Financial Bid of A

The bidder obtaining the highest total combined score in evaluation of technical and financial as per aforesaid evaluation will be ranked H- 1 followed by proposal securing lesser marks as H-2, H-3 etc. The Bidder securing highest combined marks and ranked H-1 shall be recommended for award of contract. ITI Limited will follow the internal procedure for necessary approvals and thereafter proceed with notification of award of contract. A typical example of evaluation is given below:

Sr. No	Bidder	Technical Evaluation Marks	Nominal Financial Bid	Weighted Technical Score	Weighted Financial Score	Score ‘S’ out of 100
		(t)	(f)	=(t)/t highest x 70	=(f) lowest/f x 30	
1.	A	90	60	90/90 x 70 = 70	50/60 x 30 = 25	95
2.	B	80	70	80/90 x 70 = 62.22	50/70 x 30 = 21	83.22
3.	C	70	50	70/90 x 70 = 54.44	50/50 x 30 = 30	84.44

In the above example, ‘A’ with the highest score becomes a successful bidder (H-1) and ‘C’ will be H- 2 & ‘B’ will be H-3.

Evaluation of bids will be done by ITI Ltd. Above example is given for reference only. Bidders have to quote only service charges, discount offered (%) per ticket and any other charges.

\* L1 as mentioned in Annexure- “V”.

\*\* H1 as mentioned in Annexure- “IV”

#### **4. Award of Contract:**

The contract will be awarded to the H1 bidder as per QCBS method, as mentioned in the evaluation process.

#### **5. Eligibility Criteria**

- 5.1 The bidder should be able to manage railway/ railway tatkal tickets for ITI Limited by themselves or through an authorized rail ticket booking agency of IRCTC (copy of the registration to be enclosed/ self-certificate on company letterhead to be provided).
- 5.2 The bidder should be registered under IATA (proof to be enclosed).
- 5.3 The bidder should be duly registered under the Shop & Establishment Act. (Copy of registration certificate to be attached.).
- 5.4 Income Tax Returns for the immediate previous three financial years to be enclosed.
- 5.5 Total turnover/income of the bidder during the immediate previous three financial years shall be Rs. 5.00 Cr (Audited balance sheet copy to be enclosed).
- 5.6 The bidder should possess valid GSTIN, TIN, PAN and copies of the same should be enclosed.
- 5.7 The agency/ bidder should have experience of at least five years of handling and executing the ticketing (domestic/ international) services through proprietary Self Booking portal as Self- booking tool (exclusive of B2B) as on the date of submission of bid. (Supporting documents to be submitted).
- 5.8 The bidder should have an office in Bengaluru. Details of the Bengaluru Office should be enclosed along with the bid.
- 5.9 The bidder should not have been debarred by any government institutions/PSUs/PSBs. An undertaking to this effect should be enclosed along with the bid.
- 5.10 Dedicated helpdesk is required by the Company. Helpline numbers for this purpose should be communicated stated in the bid.
- 5.11 No criminal case/s should be pending against the bidder firm anywhere in India. Self-certification in this regard should be provided to this effect in the Bidder's Company Letterhead.

Bidders are advised to go through the guidelines and furnish the following certificate as a part of the Proposal.

*"We certify that there has been no conviction by a Court of Law or indictment/adverse order by a regulatory authority for a grave offence against us or any of our sister concern(s). It is further certified that there is no investigation pending against us or our sister concern(s) or the CEO, Directors/Managers/ Employees of our concern or of our sister concern(s). It is certified that there is no conflict of interest as defined in O.M. No. 5/3/2011-Policy dated 8th June, 2011 exists as on date and if in future such a conflict of interest arises, we will immediately intimate the same to the Government of India/ Company.*

- 5.12 The Bidder should enclose the self-certificate to the effect that they have not been blacklisted by any of the Government organization or Government Undertaking in India on the bidder's company letterhead.

- 5.13 The bidder should enclose a self-certificate that none of their relatives are working in the Company.
- 5.14 The bidder should enclose an undertaking on company letterhead that no hidden/additional charges apart from the price quoted will be imposed.
- 5.15 The company/ agency should have a certificate of “Safe Site” from a reputed agency such as VeriSign or equivalent.
- 5.16 The agency/ bidders should have a proven track record at least one year of having provided such proprietary Self Booking portal services with two reputed public sector (PSU) companies / PSB’s, reputed Public limited companies or with Government agency, certificate/PO or such sufficient proof to be attached with the tender documents. (In case it is not possible on letterhead due to pandemic, the copy of official e-mail received from the company’s authorized official with name, designation, contact number and office address can be submitted with the tender document. However ITI Ltd reserves the right to call it on letterhead, if it deems so).
- 5.17 The Software/ operating system of the agency should be compatible with the ITI’s SAP system and the onus of making it compatible with Company’s system will be solely on the bidder. Cost involved in development of such Software / operating systems will have to be borne by the shortlisted respective agencies.
- 5.18 The system/ Self Booking portal should also qualify other technical criteria such as being able to withstand any virus/ hacking, state of art security features, user friendly features, compatible with Company’s requirements as per RFP, etc. During the presentation, which is part of the technical evaluation, the bidders should be able to demonstrate all these features.
- 5.19 The bidder should be able to provide dedicated help desk facility to the Company officials in respect of the services as per the RFP.
- 5.20 The agency should have e-wallet or corporate card for mode of payment.
- 5.21 The agency/ bidder shall have payment aggregator service which may be used for making payment while booking personal tickets (other than official ticket booking).
- 5.22 The agency/ bidder should have secure data storage and server hosting capabilities and in-house (on the Service Provider’s payroll) IT Development & Management team to handle ITI’s business transactions without any system outage to ensure ITI’s business continuity. In case of any incidence of system outage/ cyber-attack, Service Provider should ensure that the data and the application is restored to the last healthy configuration within 24 hours. Further, Service Provider should submit a report to ITI Ltd. covering attack description and methodology, extent of compromise, loss of data, if any, mitigation and counter measures to prevent future attacks.
- 5.23 It will be in Service Provider’s scope to conduct Vulnerability Assessment Penetration Testing (VAPT) and Web Application Penetration Testing (WAPT) at least once in a year by ITI Limited’s empanelled security auditing firms on its own cost. All critical vulnerabilities should be closed within 24 hours and High vulnerabilities within 3 days. VPAT should cover Operating System, Data Base, Web Server, App server, Application level (WAPT) as well as Network and Security Solutions. The report should be submitted to ITI Limited. VAPT/WAPT should also be repeated before roll-out of a major upgrade.

- 5.24 The agency/ bidder should have the capabilities to maintain system audit logs which can track every transaction and produce the audit log which can track every transaction and produce the audit log in the format as required by ITI Limited.
- 5.25 The Self-Booking portal should be able to show different tabs for official and personal booking options at the very initial stage of booking.
- 5.26 Visa service/ Travel Insurance services to the ITI Limited staff whenever so required.

The bidder shall be disqualified if any of these criteria are not fulfilled or the documents submitted are found to be not correct or satisfactory. The ITI Limited reserves the right to modify or amend the eligibility criteria. The ITI Limited's decision in any matter related to this bid shall be final and binding to all concerned. Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed with an office seal by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

## **SECTION 3**

### **e-TENDERING INSTRUCTIONS**

#### **1. E-tendering Instructions to Bidders:**

Submission of Bids shall be only through online process which is mandatory for this Tender.

##### **1.1. Tender Bidding Methodology:**

###### **Sealed Bid System**

Tender Type: Two bids i.e., Technical and Financial Bids shall be submitted by the bidder at the same time on the portal.

#### **2. Broad outlines of the activities from Bidders prospective:**

- 2.1. Procure a Digital Signing Certificate (DSC)
- 2.2. Register on Electronic Tendering System® (ETS)
- 2.3. Create Users and assign roles on ETS
- 2.4. View Notice Inviting Tender (NIT) on ETS
- 2.5. Download Official Copy of Tender Documents from ETS
- 2.6. Clarification to Tender Documents on ETS
  - 2.6.1. Query to ITI LTD (Optional)
  - 2.6.2. View response to queries posted by ITI LTD, as an addendum/ corrigendum.
- 2.7. Bid Submission on ETS
- 2.8. Attend Public Online Tender Opening Event on ETS Opening of Technical/Financial Part
- 2.9. View Post-TOE Clarification posted by ITI LTD on ETS (Optional) Respond to ITI LTD's Post-TOE queries.

For participating in this tender online, the following instructions need to be read carefully.

These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

##### **Note 1:**

It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. BOQ (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

##### **Note 2:**

While uploading the documents, it should be ensured that the file name should be the name of the document itself.

#### **3. Digital Certificates:**

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC), of Class 3 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in> ].

**4. Registration in e-procurement portal:**

Bidder has to register first in <https://www.tenderwizard.com/ITILIMITED> and then Tender document can be downloaded from the web site: <https://www.tenderwizard.com/ITILIMITED> and bid has to be submitted in the e-format.

**5. ITI LIMITED has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be accepted.**

**6. Special Note on Security of Bids:**

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software.

Specifically, for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypt functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-phrase created by the server itself. The Pass phrase is more difficult to break. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender opening officers of the Buyer organization and the personnel of e-tendering service provider.

**7. Public Online Tender Opening Event (TOE):**

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/Downloading'.

## **8. Other Instructions:**

For further instructions, the vendor should visit the home page of the portal <https://www.tenderwizard.com/ITILIMITED>.

### **Important Note:**

It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

**The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:**

- 8.1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your tender submission deadline on ETS.
- 8.2. Register your organization on ETS well in advance of your tender submission deadline on ETS
- 8.3. Get your organization's concerned executives trained on ETS well in advance of your tender submission deadline on ETS
- 8.4. Submit your bids well in advance of tender submission deadline on ETS to avoid any unforeseen last-minute problems due to internet timeout, breakdown, etc. While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.

## **9. Minimum Requirements at Bidders end:**

Computer System with good configuration and OS preferably supporting Windows Word, Excel & PDF, High Speed Broadband connectivity, Internet Browser and Digital Certificate(s)

**10. The offer should strictly be submitted in a two bid system i.e., technical bid and price bid separately.**

## **11. TECHNICAL BID**

Technical bid shall contain the following

- 11.1. All documents as called for in the eligibility criteria
- 11.2. Profile of the bidder
- 11.3. Copy of the PAN
- 11.4. Copy of the Balance Sheet attested by Chartered Accountant for the immediate previous three consecutive Financial Years.
- 11.5. Copy of the GST registration certificate
- 11.6. Copy of certificate of incorporation of the bidder/partnership deed
- 11.7. Full name and address, CIN Number etc., of the bidder has to be submitted along with their offer as per the format provided Annexure -1.

- 11.8. Complete set of RFP document in original form duly filled & signed using sign-in process and digital signature by the bidder on each page of the tender documents as a token of having accepted its contents.
- 11.9. Copy Power of attorney in case, authorized representative has signed the tender documents.

For Submission of above documents bidders are advised to follow PDF Sign in Process while submitting the offer.

Offers should be submitted in favour of:  
The Deputy General Manager - Corporate MM Department  
ITI Limited,  
Regd. & Corporate Office,  
ITI Bhavan, Dooravaninagar,  
Bangalore – 560016.

The above said documents are to be uploaded in the technical section of the online bid after following the digital sign in process. Only PDF documents needs to be uploaded. Any document not in PDF format, the same needs to be converted into PDF format for the digital sign in process and uploading.

## **12. PRICE BID**

Price Bid shall contain

- 12.1. Prices / amount has to be properly filled up in the bid format and duly digitally signed and in the price bid.
- 12.2. The amount / percentage quoted shall remain firm and shall not attract escalation reason, whatsoever, during the tenure of the contract.
- 12.3. Bidders / Agents must mandatorily quote for all the prices in bid format mentioned in this RFP and submit the same online in the Price Bid.
- 12.4. Prices with “0” / “Nil” / “N/A” i.e. without any offer of discount for Domestic / International Air Travel will not be considered for bid evaluation.

## **13. Bid submission**

- 13.1. The bidder should submit their bid / quote for the entire Scope of Work.
- 13.2. The tender submitted by the bidder shall remain valid for a period of **90** days from the date of opening the price bid. Upon acceptance, the rates shall remain firm without any escalation on any account whatsoever till the execution of the project in full.
- 13.3. All other documents as required in support of the eligibility of the bidder for participating in the tender

For Submission of above documents bidders are advised to follow PDF Sign in Process while submitting the Offers should be submitted in favour of:

The Deputy General Manager - Corporate MM Department  
ITI Limited,  
Regd. & Corporate Office,  
ITI Bhavan, Dooravaninagar,  
Bangalore – 560016.

- 13.4. Whole set as documents as called for / mentioned in NIT, must be submitted after being duly filled in and submitted using sign in process and digital signature. No part of the tender document shall be removed or altered.



#### **14. Bid acceptance**

- 14.1. Offers received from the bidders who are failing to meet the eligibility criteria will not be considered under any circumstances.
- 14.2. Offers are to be submitted well within the due date and submission as indicated in this NIT. Late tenders will not be accepted under any circumstances.
- 14.3. Bids in which any of the particulars and prescribed information as called for in the Tender is missing or are incomplete in any respect, are liable to be rejected.

#### **15. Tender processing & opening**

- 15.1. Technical Bid will be opened online at 15.00 Hrs on **dt. 03-06-2022**.
  - 15.2. Price bid of only those bidders found technically fulfilling the eligibility conditions and found technically acceptable shall be opened on a date to be intimated later.
  - 15.3. Price bid of those bidders who are found to be technically ineligible will not be opened online and the Earnest Money Deposit deposited by such bidders shall be refunded.
16. ITI reserves the right to reject any or all the tenders without assigning any reason thereof.
  17. Canvassing of any kind is strictly prohibited and the tender submitted by the bidder who resorts to canvassing is liable for rejection
  18. Failure to comply with these instructions may result in the rejection of the tender.
  19. Bidders are advised to quote their prices in the Price bid format only and any disclosure of price/s in the Technical bid is liable for rejection of offer / bid in the technical evaluation stage itself.
  20. The Request for Quotation with its all enclosures and annexures shall form integral part of the contract / PO.

## **SECTION 4**

### **GENERAL TERMS & CONDITIONS**

#### **1. Contractual Period:**

Duration of the execution of service delivery by empanelled agency under this contract shall be for 01 (ONE) year from placement of Purchase Order, however based on satisfactory performance during contract period, the company reserves the right to extend the contract period by one more year, at the same rate, terms and conditions

#### **2. Payment & Payment Terms:**

- 2.1 The agency should have the facility of e-wallet or corporate card for mode of payment. (The top-up of the e-wallet will be done by ITI Limited as per requirement.)
- 2.2 Cancellation charges, if any, shall be paid at actual as charged by the airlines/railway authorities on production of valid documentary proof.
- 2.3 No payment shall be made on Cancellation charges made for Hotel Bookings to the agency. However, cancellation charges levied by the hotel upon submission of valid documentary proof from the hotel shall be considered as per terms and conditions of the hotel.
- 2.4 Actual fees levied for services like Passport work, Visa Charges, forex etc., shall be paid on production of valid documentary proof for the same.
- 2.5 The service provider must provide the invoice for every airline transaction from the original source.
- 2.6 The Agency shall raise their bills/invoices for the services rendered in favour of CM-PR, Corporate Public Relations, ITI Ltd, Bangalore OR to the respective Units/Plants of ITI Ltd at various locations who will verify and certify the bills and forward the same to Finance department.
- 2.7 The Agency shall submit a monthly statement and invoices of ITI bookings including value of ticket with entire break-up.

The losses to ITI which are directly attributable to the Agency shall be deducted from the bills and adjusted from the Performance Guarantee.

#### **3. EMD & Security Deposit cum Performance Guarantee:**

- 3.1 The Earnest Money Deposit (EMD) of 5,00,000/- (Rupees One Lakh only) to be submitted by way of a Demand Draft or Bankers Cheque drawn on a Nationalised/Scheduled Bank in favour of "M/s. ITI Limited, Bangalore" failing which, tender shall automatically be treated as cancelled. The EMD will be returned to the unsuccessful bidder, without any interest. The EMD of the successful bidder will be retained till the end of the contract.
- 3.2 EMD will be returned back for technically disqualified bidders within 30 days from the date of declaration of technical evaluation. EMD of successful bidder will be returned after receipt of PBG.
- 3.3 ITI shall not pay any interest on EMD amount. The EMD shall forfeit without limitation in the following circumstances:
  - a. Withdrawal of bid or increase in rates or change in bid conditions after opening of the tender.
  - b. Refusal to enter into a contract on award of Contract.
  - c. Operations of the contract are not commenced from the date indicated in the award of Contract

- 3.4 The successful bidder shall have to submit a Performance Guarantee (PG in the form of Bank Guarantee amounting to 3% of PO from any Nationalized/ Scheduled Bank in the prescribed format of the Company within 15 days from the date of issue of the purchase order for ensuring good performance and for security purposes, which shall be released at the time of expiry of the Contract, if not extended or renewed for additional period of time.
- 3.5 Firms registered with MSME need not furnish EMD. For availing this exemption, certified copy of NSIC/MSME certificate need to be enclosed along with the technical bid.
- 3.6 Firms registered with MSME need not furnish security deposit up to the monetary limit for which the firm is registered. Certified copies of supporting documents to be enclosed along with the technical bid.

#### **4. Taxes & Duties:**

The empanelled agency shall be exclusively responsible for payment of all Taxes, Royalties etc., that may be levied from time to time according to the Laws & regulation in force & also hereafter to be imposed, increased or modified from time to time.

#### **5. Goods & Service Tax (GST):**

Without prejudice to stipulation in General Conditions of Contract, the quoted price shall be exclusive of Goods and Service Tax. The GST as legally leviable & payable by the contractor under the provisions of applicable law/ act shall be paid extra by the Company as per the contractor's bill. Bid without GST number shall be rejected. At present GST-TDS is applicable. Deduction of GST-TDS at source would be enforced from the running bills at the rates prescribed. The GST (i.e. SGST, CGST or IGST) amount shall be shown separately in invoice and also submit proper Tax Invoice as per section 31 of CGST Act, and Rule 46 of CGST Rules, 2017 to get Input Tax Credit by the Company. Contractor shall raise their tax invoice in regular interval as per contract condition and uploaded their supply invoice in GSTN Portal through GSTR-1 return with 10th of next month. Mismatch in return of the Company due to any reason attributable to contractor, the same shall be recovered from contractor's bill.

#### **6. New taxes & levies**

In case Government imposes any new levy / tax after award of the work during the tenure of the contract, the Company shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of the Company that such new levy/tax is applicable to this contract.

#### **7. Termination of contract**

- 7.1 In case the successful bidder fails to comply any of its respective contractual obligation, for reasons solely attributable to the breaching party, the company reserves the right to terminate the contract by giving 10 days' notice. In such an event, the Security Deposit shall be forfeited fully by the Company.
- 7.2 In the event of either party terminating the Agreement, the Company will make payments of all dues to the successful bidder for all services rendered as of and up to the date of termination, as per contracted terms.
- 7.3 In case the registration of IATA is withdrawn or cancelled during the contract period, then the contract of the agency shall automatically stands cancelled.

## **8. Important notes**

The Company reserves the right to:

- 8.1 Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
- 8.2 Acceptance of Tender will be intimated to successful bidder through a letter of award duly signed by Deputy General Manager-MM & CPIO, ITI Limited, Corporate Office, Bangalore-560016. The successful bidder (hereinafter referred to as "Agency") is required to execute a Non-disclosure agreement on an appropriate non-judicial stamp paper, the cost of which shall be borne by Agency, within the time specified in the letter of award.
- 8.3 Increase/ decrease/ alter the job description/ scope of work with corresponding change in the value of contract.
- 8.4 Postpone or extend the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason what so ever.
- 8.5 May ask for further qualification during techno commercial scrutiny of bids received.
- 8.6 The Company shall not be liable for any expenses incurred by bidder for delivery of tender materials or during preparation of bid irrespective of whether it is accepted or not.
- 8.7 Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
- 8.8 If the bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance to his bid, the Company reserves the right to reject such application.

## **9. Integrity Pact**

The successful bidder has to enter into Integrity Pact with the Company as per the pre-contract Integrity Pact as appended herewith. Signing of the Integrity Pact by the successful bidder is mandatory as per CVC guidelines. Those bidders unwilling to sign the Integrity Pact shall not be considered. Details of such un-willing bidders shall be referred to the competent authority.

## **10. ARBITRATION**

If the Bidder / Supplier be dissatisfied with the decision of the Company, on any matters in question, dispute or difference on any account or as to the withholding by the Company of any certificates to which the Bidder / Supplier may claim to be entitled to or if the Company fails to make a decisions within a reasonable time (which reasonable time will in no case exceed three months) as the case may be shall demand in writing that such matters in question, dispute or difference be referred to Arbitration. Such demand for Arbitration shall be delivered to the Company by the Bidder / Supplier and shall specify the matters which are in question, dispute or difference and such disputes or difference of which the demand has been made and no other matter shall be referred to arbitration.

Provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof & the rules made there under & for the time being in force shall apply to the arbitration proceedings.

- 10.1 The Arbitration shall have its seat in Bengaluru.
- 10.2 The decision of the Arbitrator shall be final and binding on the parties to this Contract.
- 10.3 Each party shall bear its own cost of preparing and presenting its case. The cost of Arbitration including the fees and expenses of the Arbitrator shall be shared equally by the Bidder / Supplier and the Company.

## **11. Jurisdiction of court**

- The Courts at Bengaluru shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.
  - All suits shall be subject to jurisdiction of Bangalore court. Notwithstanding the above, any question, claim, dispute or difference for which the decision have been provided in the clauses of the Contract/Tender document, shall be binding on the Parties to the Contract and shall not be re-opened or attempted to be re-opened on any ground of any informality omission, delay or error in the proceeding or any other ground whatsoever
  - The Agency shall continue to provide the services during the pendency of the dispute proceedings and recourse to dispute resolution shall not be a bar to the continuance of the work
- The Courts of Bangalore shall have the exclusive jurisdiction upon any matter arising out of the Contract.

## **12. Document Submission**

- 24.1 The bidders are advised to submit the self-certified documents as called for in the eligibility criteria & follow the pdf signer process in the online tender submission process.
- 24.2 Technical Bid shall contain the following:
  - a) All documents as called for in the eligibility criteria
  - b) Profile of the bidder
  - c) Complete set of RFP document duly signed on each page of the tender documents as a token of having accepted its contents & signed using sign-in process and digital signature by the bidder.
- 24.3 The above said documents are to be uploaded in the technical section of the online bid after following the digital sign in process.
- 24.4 Price Bid shall contain:
  - a) Prices / amount has to be properly filled up in the bid format and duly digitally signed and in the price bid.
  - b) The amount / percentage quoted shall remain firm and shall not attract escalation reason, whatsoever, during the tenure of the contract.
  - c) Bidders / Agents must mandatorily quote for all the prices in bid format mentioned in this RFP and submit the same online in the Price Bid.

## **13. PRICE BID**

- 13.1 Bidders / Agents must mandatorily quote for all the prices in bid format mentioned in this RFP and submit the same online in the Price Bid.
- 13.2 The rates and / or prices in any form or for any reasons should not be disclosed in the technical or other parts of the bid except in the commercial bid, failure to do so will make the bid liable to be rejected. Before opening of commercial bid, if price

revision is envisaged by ITI Limited, revised commercial bid may be required to be submitted separately.

**13.3 Conditional price bid will not be accepted.**

**14. INDEMNITIES:**

The Bidder / Supplier shall at all times hold the Company harmless and indemnify it from all action, suits, proceedings, works, cost, damage, charges, claims and demands of every nature and descriptions brought or procured against the Company, its officer and employees and forthwith upon demand and without protest or demure to pay the Company any and all losses and damages and cost (inclusive between attorney and client) and all cost incurred in this or any other indemnity or security which the company may now or at any time have relative to the work or the Bidder / Supplier obligations in protecting or endorsing its right in any suit or other legal proceeding, charges and expenses and liabilities resulting from or incidental or in connection with injury, disease or disablement or death of any persons, including employees of the Bidder / Supplier or damage to property.

**OFFICES OF M/S. ITI LIMITED****A. Regd. & Corporate Office:**

ITI Limited  
 Regd. & Corporate Office,  
 ITI Bhavan, Dooravaninagar,  
 Bangalore-560016

**B. Manufacturing Units**

ITI Limited, Bangalore Plant, Dooravaninagar, Bangalore-560016	ITI Limited, Naini Plant, Mirzapur Road, Naini, Allahabad-211010	ITI Limited, RB Plant, Doorbhash Nagar, Rae Bareli - 229010
ITI Limited, Mankapur plant, Mankapur-271308 Gonda Dist. (UP)	ITI Limited, Palakkad Plant, Kanjikode (West) Palakkad - 678623	ITI Limited Hyderpora, Peerbagh, Srinagar-190014

**C. NS Unit & Project Offices**

<b>NSU UNIT</b> ITI Limited NSU Block, F-29 Building, Dooravaninagar, Bangalore-560016	<b>GSM-BSNL Project</b> 415, 4 <sup>th</sup> Floor, Arora Towers (East Wing), M.G.Road, Pune - 411001	<b>GSM-MTNL Project</b> ITI Limited, 303, Trade Avenue, 260, Suren Road, Andheri East, Mumbai-400093
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**D. Marketing & Regional Offices**

<b>CORPORATE MARKETING</b> ITI Limited, F-84, NSU Block, Dooravani Nagar, Bangalore-560016		
<b>REGIONAL OFFICES</b>		
<b>BANGALORE</b> ITI Limited, Regional Office, F29, Ground Floor, Doorvaninagar, Bangalore- 560016	<b>BHUBANESWAR</b> ITI LIMITED, Regional Office, M-5/26, Acharya Vihar, Bhubaneswar - 750 013	<b>CHENNAI</b> ITI LIMITED, Regional Office, No. 1, Panagal Building, 3rd floor, Jeenis Road, Saidapet, Chennai-600015
<b>HYDERABAD</b> ITI Limited, Regional Office Sama Towers, 3-6-365/A 3rd Floor, Liberty Cross Road, Himayath Nagar, Hyderabad - 500029	<b>KOLKATA</b> ITI Limited Regional Office No. 22, IInd Floor Chittaranjan Avenue Kolkata-700 072	<b>LUCKNOW</b> ITI Limited Regional Office Vibhuti Khand Gomti Nagar Lucknow-226 010
<b>MUMBAI</b> ITI Limited, Regional Office 27 National Insurance Bldg, I Floor, AK Nayak Marg Fort, Mumbai-400001	<b>NEW DELHI</b> ITI Limited, Regional Office 201/202, Rohit House 3, Toistoy Marg New Delhi-110 001	

**TECHNICAL BID-I****ITI LIMITED**

(A Government of India Undertaking)

**TECHNICAL BID-I**

E-Tender No: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPOINTMENT OF TRAVEL AGENCY FOR BOOKING AIR/TRAIN/BUS TICKETS FOR ITI LTD FOR A PERIOD OF ONE YEAR****PARTICULARS TO BE SUBMITTED BY THE TRAVEL AGENCIES/AIRLINES IN THE FOLLOWING FORMAT**

Sl. No	Description	Details			
1	Name/Address/Particulars of the Agency/Airlines with Tel. Nos. & E-Mail				
2	Name of Contact Person, Address, Tel. No. & E-Mail				
3	PAN/ TAN No.				
4	GST Registration (Self-Certified copy to be attached)				
5	Details of ESI/EPF Registration [List of employees on regular pay roll of the Agency indicating their PF/ESI Number, if any (Self-Certified copy to be attached)]				
6	Any other registration mandatory - particulars to be given (Self-Certified copy to be attached)				
7	IATA approval/Certificate (Self-Certified copy to be attached)				
8	List of Airlines through which API integration is enabled are to be provided (On Company letterhead)				
9	List of offices of the Agency spread across India & abroad (On Company letterhead)				
10	List of Clients (at least 2 Govt./ PSUs/ PSBs/Autonomous Bodies Clientele) (On Company letterhead)				
11	Details of Balance Sheet during last three years (Audited B/S to be attached)		Profit/Loss (Rs.Ps)(in Lakhs)		
			<b>Income</b>	<b>Expenditure</b>	<b>Net</b>
		2019-20			
		2020-21			
12	Work experience during last three years with Govt./PSUs Departments.				
	Where the tenderer has worked, (copy of PO/contract may be furnished).				



Sl. No	Name & Address of the Organisation	Value of contract	Duration of Contract	
			From	To
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

**Note:** All copies are to be Self-Certified with Company's / Agency's Seal.

Date:   
Place:

Name:   
Mobile No:   
Email ID:

**TECHNICAL BID - II****APPOINTMENT OF TRAVEL AGENCY FOR SELF BOOKING AIR/TRAIN/BUS TICKETS FOR ITI LTD FOR A PERIOD OF ONE YEAR**

<b>Sr. No</b>	<b>Description</b>	<b>Compliance (Yes/No)</b>
<b>1. Scope of Work</b>		
<b>1</b>	Booking and issuing of multi sector international/ domestic air tickets including prepaid tickets through ONLINE proprietary Self Booking portal, however, the service provider should also be able to book OFFLINE tickets in certain circumstances, if the company so requires.	
<b>2</b>	Should be able to see all availability of seats, cost and timing, more particularly with ITI Corporate fares.	
<b>3</b>	Should be able to suggest, recommend the lowest fare within the desired time i.e. 2 hours before booking of the tickets. If the lowest price option is not chosen the Self-Booking ticketing portal should be able to track missed savings real time.	
<b>4</b>	Should be able to do booking at preferred rates with corporate deal code so that the company gets the advantage of corporate deal rates. Corporate deal code will be provided by ITI Ltd. and that is to be exclusively used for ITI official's air tickets booking only and not otherwise.	
<b>5</b>	Should be able to enforce the corporate travel policies and offer a wider choice while ensuring bookings at the lowest rates.	
<b>6</b>	Booking and arranging for domestic railway tickets/ railway tatkal tickets.	
<b>7</b>	Assistance for issue/obtaining new passport/renewal and miscellaneous passport related services.	
<b>8</b>	Assistance for obtaining visa and submitting passport at the embassies.	
<b>9</b>	Assistance in booking hotel accommodation as and when required by the company.	
<b>10</b>	Assistance in issuance of foreign exchange as per RBI guidelines.	
<b>12</b>	Obtaining travel related insurance including overseas medical insurance.	
<b>13</b>	Providing Foreign Currency Exchange service.	
<b>14</b>	Apart from the scope of the work indicated above, there can be additional activities of similar nature, which the empanelled agency would be required to undertake, based on requirement from the company, from time to time.	
<b>15</b>	The estimated value of expenditure on this tender is about INR 3 crores per year.	
<b>16</b>	ITI reserves the right to evaluate the performance of the Agency once in six months on a need basis.	
<b>17</b>	Should be able to provide dedicated helpline/ helpdesk/ call centers for queries/booking/cancellation requests for ITI officials.	
<b>18</b>	Should be able to centralize and streamline the entire process of travel, approval, booking, billing settlement/ statement, MIS reports & expenses. All reports should be available online.	
<b>19</b>	Should be able to provide admin rights on the Self-Booking ticketing to the designated ITI officer of the concerned cost centers / sub cost centers to download the MIS and all reports, add, delete and make changes in the database of the Company Officials as well as recharging wallets.	

20	Do real time monitoring of all travel management activity along with logs of booking and audit trail.	
21	Any time anywhere access by internet, intranet of the company and on mobile apps. Eliminate delays, sanction and unnecessary paperwork should be able to implement/ introduce cost cutting measures, across the enterprise in the least amount of time.	
22	In built arrangements in the software to customize the travel policy of ITI Ltd and subsequent changes in it from time to time.	
23	The entire arrangement should be real time and the view to the airline option should display corporate fares and availability of seats etc.	
24	Software should have the capacity to create at least 10-15 cost centers / sub-cost centers for PAN India booking, billing and payments. These cost centers may be region based.	
25	Review of the application software will be conducted by ITI's IS&IT Department, Corporate Office for Information security purpose, if required.	
26	The major scope of review is: 1) Secure network Architecture review. 2) Application security review. 3) Configuration review. 4) Process Review. 5) Source code review. 6) API Review. 7) Compliance review.	
27	Should be on the CTA (Central Travel Account) platform and able to interface with Online payment and other online modes of payment for personal bookings.	
28	Should be able to incorporate the benefits of the Corporate Deal entered by the Company with the airlines by using the allotted promo codes.	
29	Should be able to assist the employees for VISA requirement on call and personally if required.	
30	Should be able to book/arrange cab/bus service (preferable)	
30	A dedicated team of accounts department is required to take care of the submission of the invoices / bills and reconciliation of accounts (including GST reconciliation). Pending payment if any, after reconciliation will be made within 30 days of bill submission.	
<b>2. Responsibilities of the Agency</b>		
1	The empanelled agency has to extend the service as required by the Company with the shortest span of time.	
2	The empanelled agency shall be responsible for compliance with all Governmental rules, guidelines and procedures and order of the local authorities and statutory bodies as may be in force from time to time.	
3	The empanelled agency has to provide the travel related services in time. If the agency fails to provide tickets and other travel related services after the scheduled time, the agency will be solely responsible for the same and no payment will be made for such services.	
4	The empanelled agency should have proprietary self booking ticketing facility and API integration of all airlines for all domestic and international travel and providing online booking facility for the same to the company.	
5	Payment of GST as applicable from time to time will be binding on the empanelled agency.	

6	The Agency should give their offers / concessions / facilities to all officials of ITI for a similar arrangement for all offices in ITI and it should be on the same terms and conditions.	
7	The agency should be able to design and execute a smooth and thorough on-boarding process including providing demo usage of the platform to all the ITI employees. The onboarding service should be on recurring basis as and when required by ITI Limited.	
8	The Service provider should have the facility to ensure the fares displayed in the Self- Booking ticketing portal are correct and accurate. Such fares should be at the lowest selling rate of tickets available as per the applicable rules/ guidelines. ITI Ltd will be making regular and random verification fares displayed in the Self- Booking ticketing and contravention if any will be viewed seriously and the company will be entitled to initiate appropriate legal actions, in addition to termination of the agreement, company will recover extra fares so charged.	
9	In respect of the officials of the company who are not able to make use of the online facility or the online facility is not accessible for any reasons, the service provider should be able to book the tickets based on the telephonic/email request of the officials, after ensuring the authenticity of such request/s. Special care to be taken that corporate fares are always available on the Self-Booking portal.	
10	The selected bidder will not have any monopoly for booking tickets for the Company of its officials. The Company will be entitled to avail the same or similar services from any other service provider(s).	
11	MIS and Monitoring- The Self-Booking ticketing portal should provide real time monitoring of all travel management activities in a single window so that the admin person is aware of all bookings, cancellation/ charges for their circle and a super user will be monitoring enterprise-wide travel activity through a single dashboard. Various MIS reports with details of booking date, online approval date, ticketing date invoice date reports with details of fare break up, sectors, approvers, cost centers, cost codes etc. should be available in real time, cancellation and credit note should be available in real time & can be viewed by the user and the admin team. MIS reports should highlight deviations in all workflows. The Self -Booking portal should maintain the employee data in a secure environment and the data exchange should be in electronic form managed by directly communicating with ITI's HRMS system. The data exchange should be in encrypted format and at no time should the data be exchanged or shared with an outside entity. Please note that this service should be complementary.	
<b>3. Eligibility Criteria</b>		
1	The bidder should be able to manage railway/ railway tatkal tickets for ITI Limited by themselves or through an authorized rail ticket booking agency of IRCTC (copy of the registration to be enclosed/ self-certificate on company letterhead to be provided).	
2	The bidder should be registered under IATA (proof to be enclosed).	
3	The bidder should be duly registered under the Shop & Establishment Act. (Copy of registration certificate to be attached.)	
4	Income Tax Returns for the immediate previous three financial years to be enclosed.	
5	Total turnover/income of the bidder during the immediate previous three financial years shall be Rs. 5.00 Cr (Audited balance sheet copy to be enclosed).	
6	The bidder should possess valid GSTIN, TIN, PAN and copies of the same should be enclosed.	

<b>7</b>	The agency/ bidder should have experience of at least five years of handling and executing the ticketing (domestic/ international) services through proprietary Self Booking portal as Self- booking tool (exclusive of B2B) as on the date of submission of bid. (Supporting documents to be submitted).	
<b>8</b>	The bidder should have an office in Bengaluru. Details of the Bengaluru Office should be enclosed along with the bid.	
<b>9</b>	The bidder should not have been debarred by any government institutions/PSUs/PSBs. An undertaking to this effect should be enclosed along with the bid.	
<b>10</b>	Dedicated helpline service is required by the Company. Helpline numbers for this purpose should be communicated stated in the bid.	
<b>11</b>	No criminal case/s should be pending against the bidder firm anywhere in India. Self-certification in this regard should be provided to this effect in the Bidder's Company Letterhead.	
<b>12</b>	Bidders are advised to go through the guidelines and furnish the following certificate as a part of the Proposal.	
<b>13</b>	<i>"We certify that there has been no conviction by a Court of Law or indictment/adverse order by a regulatory authority for a grave offence against us or any of our sister concern(s). It is further certified that there is no investigation pending against us or our sister concern(s) or the CEO, Directors/Managers/ Employees of our concern or of our sister concern(s). It is certified that there is no conflict of interest as defined in O.M. No. 5/3/2011-Policy dated 8<sup>th</sup> June, 2011 exists as on date and if in future such a conflict of interest arises, we will immediately intimate the same to the Government of India/ Company.</i>	
<b>14</b>	The Bidder should enclose the self-certificate to the effect that they have not been blacklisted by any of the Government organization or Government Undertaking in India on the bidder's company letterhead.	
<b>15</b>	The bidder should enclose a self-certificate that none of their relatives are working in the Company.	
<b>16</b>	The bidder should enclose an undertaking on Company letterhead that no hidden/additional charges apart from the price quoted will be imposed.	
<b>17</b>	The company/ agency should have a certificate of "Safe Site" from a reputed agency such as VeriSign or equivalent.	
<b>18</b>	The agency/ bidders should have a proven track record at least one year of having provided such proprietary Self Booking portal services with two reputed public sector (PSU) companies / PSB's, reputed Public limited companies or with Government agency, certificate/PO or such sufficient proof to be attached with the tender documents. (In case it is not possible on letterhead due to pandemic, the copy of official e-mail received from the company's authorized official with name, designation, contact number and office address can be submitted with the tender document. However ITI Ltd reserves the right to call it on letterhead, if it deems so).	
<b>19</b>	The Software/ operating system of the agency should be compatible with the ITI's SAP system and the onus of making it compatible with Company's system will be solely on the bidder. Cost involved in development of such Software / operating systems will have to be borne by the shortlisted respective agencies.	
<b>20</b>	The system/ Self Booking portal should also qualify other technical criteria such as being able to withstand any virus/ hacking, state of art security features, user friendly features, compatible with Company's requirements as per RFP, etc. During the presentation, which is part of the technical evaluation, the bidders should be able to demonstrate all these features.	

<b>21</b>	The bidder should be able to provide dedicated help desk facility to the Company officials in respect of the services as per the RFP.	
<b>22</b>	The agency should have e-wallet or corporate card for mode of payment.	
<b>23</b>	The agency/ bidder shall have payment aggregator service which may be used for making payment while booking personal tickets (other than official ticket booking)	
<b>24</b>	The agency/ bidder should have secure data storage and server hosting capabilities and in-house (on the Service Provider's payroll) IT Development & Management team to handle ITI's business transactions without any system outage to ensure ITI's business continuity. In case of any incidence of system outage/ cyber-attack, Service Provider should ensure that the data and the application is restored to the last healthy configuration within 24 hours. Further, Service Provider should submit a report to ITI Ltd. covering attack description and methodology, extent of compromise, loss of data, if any, mitigation and counter measures to prevent future attacks.	
<b>25</b>	It will be in Service Provider's scope to conduct Vulnerability Assessment Penetration Testing (VAPT) and Web Application Penetration Testing (WAPT) at least once in a year by ITI Limited's empanelled security auditing firms on its own cost. All critical vulnerabilities should be closed within 24 hours and High vulnerabilities within 3 days. VPAT should cover Operating System, Data Base, Web Server, App server, Application level (WAPT) as well as Network and Security Solutions. The report should be submitted to ITI Limited. VAPT/WAPT should also be repeated before roll-out of a major upgrade.	
<b>26</b>	The agency/ bidder should have the capabilities to maintain system audit logs which can track every transaction and produce the audit log which can track every transaction and produce the audit log in the format as required by ITI Limited.	
<b>27</b>	The Self-Booking portal should be able to show different tabs for official and personal booking options at the very initial stage of booking.	
<b>28</b>	Visa service/ Travel Insurance services to the ITI Limited staff whenever so required.	

**QCBS EVALUATION CRITERIA**

(Based on Presentation and Technical Bid)

Sr.	Criteria	Weightage in terms of Scoring		Max. Score	Score
1.	Profile of organization in India	Have been in existence less than 10 years	5	10	
		Have been in existence more than 10 years	10		
2.	Total number of years of experience in proprietary self-booking portal (e-ticketing)	Experience of less than 5 years	5	15	
		Experience of 5-10 years	10		
		Experience of more than 10 years	15		
3.	Client Profile + Testimonials	Without PSU/PSB experience	5	10	
		With PSU/PSB experience	10		
4.	Ease of use/ User Interface/ Demo and Medium of Booking (Website/Mobile App etc.) and Approval Process	Less than 2 mediums of booking	5	10	
		More than 2 mediums of booking	10		
5.	Responsiveness/Helpdesk and Minimum Downtime	Not providing escalation matrix	5	10	
		Providing escalation matrix	10		
6.	Process of On boarding	Based on presentation	15	15	
7.	Security & Configuration	Based on documents submitted and presentation	5	5	
8.	Based on documents submitted and technical presentation		25	25	
<b>Total (Y)</b>				<b>100</b>	

## Note:

1. At the time of presentation, a signed copy of the PPT should be submitted.
2. Minutes of the Meeting (presentation) will be prepared and sent to respective bidder for consent and record.
3. Highest value of Y will be considered H1.

**COMMERCIAL / PRICE BID- TO BE SUBMITTED****Ref: THE REQUEST FOR PROPOSAL FROM AIR TRAVEL AGENCIES TO PROVIDE SELF BOOKING PORTAL SERVICES FOR ONLINE BOOKING OF AIR TICKETS (DOMESTIC/ INTERNATIONAL) FOR THE OFFICIALS OF ITI LIMITED ACROSS INDIA**

Our offer on the service charge to be charged from ITI Limited and percentage of discount that will be offered to the booking of each ticket will be as under:

<b>Description</b>	<b>Weightage (%) (A)</b>	<b>Quote of the bidder (In INR) (B)</b>	<b>A*B/100</b>
Service Charge per Domestic air ticket booking per sector	<b>65</b>		
Service Charge per International air ticket booking per sector	<b>5</b>		
Service Charge per Domestic Rail ticket booking per sector	<b>5</b>		
Service Charge per Domestic Rail Tatkal ticket booking per sector	<b>10</b>		
Service Charge per Bus ticket booking per sector	<b>5</b>		
Service Charge per Cab booking per sector	<b>5</b>		
Additional Charges (if any)	<b>5</b>		
<b>TOTAL (X)</b>			

**Note:**

1. Service charge quoted by the bidder shall be applicable for each transaction.
2. The GST tax, if any applicable to service charges as per the prevailing statutory provisions will be paid by ITI Ltd. No other taxes or charges will be borne by ITI Ltd.
3. Discount to be offered will be applicable on the gross invoice value excluding taxes, if any of, for which valid ticket booking made for ITI Ltd.
4. For the purpose of calculation and ranking of Combined Techno- Financial Evaluation, any value of 0 (Zero) or a negative number as per the above formula, will be converted into a notional positive figure.
5. **Conditional bid will not be accepted.**
6. Lowest value of X will be considered as L1.

**Signature, Name & Seal of Authorized Signatory**

**Date:**



**UNDERTAKING FOR NOT BLACKLISTING**

(Non-Blacklisting declaration)

To:

Deputy General Manager,  
MM Department,  
ITI Ltd  
Registered & Corporate Office  
ITI Bhavan, Dooravaninagar,  
Bengaluru-560016 (Karnataka, India)

Subject: Non-Blacklisting declaration in connection with participation in RFP No: .....  
for .....

Dear Sir,

This is to notify you that our Firm/Company/Organization intends to submit a proposal in response to invitation for RFP No: ..... for providing ..... In accordance with the above we declare that:

- a. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
- b. We are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.

Sincerely,

[BIDDERS NAME]

Name

Title

Signature

**UNDERTAKING FOR NO RELATIVES IN ITI**

(No relatives working in ITI declaration)

To:

Deputy General Manager,  
MM Department,  
ITI Ltd.,  
Registered & Corporate Office  
ITI Bhavan, Dooravaninagar,  
Bengaluru-560016 (Karnataka, India)

Subject: No relatives working in ITI declaration in connection with participation in RFP

No: ..... for .....

Dear Sir,

We are participating in the tender reference No..... dated.....  
for.....

We hereby declare that that none of our relatives are working in M/s.ITI Limited.

Sincerely,

[BIDDERS NAME]

Name

Title

Signature

**BID FORM**

NIT No. \_\_\_\_\_

**Dated** \_\_\_\_\_

To

DGM MM & CPIO  
ITI Limited,  
(Registered & Corporate Office)  
ITI Bhavan,  
Doorvaninagar, Bengaluru – 560 016.

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos.....the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver ..... in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, if our Bid is accepted, to commence deliveries as per the schedule given as part of this tender.
3. We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
5. Bid submitted by us is properly prepared and submitted in the relevant sections of e-bidding portal as to prevent any subsequent alteration and replacement. Also pricing details / information is not made available in the technical section of e-bidding portal.
6. We understand that you are not bound to accept the lowest or any bid, you may receive.
7. We understand that the Bid document so submitted is the true copy of ITI tender documents available on ITI website [www.italtd.in](http://www.italtd.in). Any deviation will result in the rejection of the bid.

Dated this .....day of ..... 2020

Name and Signature -----

In the capacity of -----

Duly authorised to sign the bid for and on behalf of: .....

Witness: .....

Address: .....

Signature

**PRE-CONTRACT INTEGRITY PACT**

**PURCHASE ENQUIRY/ORDER No.**

THIS Integrity Pact is made on.....day of .....20 .

**BETWEEN:**

ITI Limited having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bengaluru – 560 016 under the administrative control of 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 Contractor(s), which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the bidder/ contract 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 Bidder(s)/ 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/CONTRACTOR**

- 2.1. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the tender process and during the execution of the contract.
- a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the 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)/contractor(s) will not enter with other bidders/contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
  - e. The Bidder(s)/Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
  - g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

## **SECTION 3 - DISQUALIFICATION FROM TENDER PROCESS & EXCLUSION FROM FUTURE CONTRACTS**

- 3.1 If the Bidder(s)/Contractor(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)/ Contractor(s) from the tender process.
- 3.2 If the Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future tender/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of

transgression, the position of the transgressor within the company hierarchy of the Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.

- 3.3 The Bidder(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.
- 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(s)/ Contractor(s) 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)/ Contractor(s) shall not entitled for any compensation on this account.
- 3.7 Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s) can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

#### **SECTION 4 - PREVIOUS TRANSGRESSION**

- 4.1 The Bidder(s)/ Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti-corruption/ transparency International (TI) approach or with any other Public Sector Enterprises/ Undertaking in India of any Government Department in India that could justify his exclusion from the tender process.
- 4.2 If the Bidder(s)/ Contractor(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 - COMPENSATION FOR DAMAGE**

- 5.1 If the Principal has disqualified the Bidder(s)/Contractor(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.
- 5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

#### **SECTION 6 - EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS**

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

- 6.2 The Bidder(s)/Contractor(s) undertakes to get this Pact signed by its subcontractor(s)/sub-vendor(s)/associate(s), if any, and to submit the same to the Principal along with the tender document/contract before signing the contract. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its subcontractors/sub-vendors/associates.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this Integrity Pact or violate its provisions.

## **SECTION 7 - CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S)/ CONTRACTOR(S)**

- 7.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all help to the Principal for the purpose of verification of the documents.
- 7.2 If the Principal receives any information of conduct of a Bidder(s)/Contractor(s) or sub-contractor/sub-vendor/associates of the Bidder(s)/Contractor(s) which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

## **SECTION 8 - INDEPENDENT EXTERNAL MONITOR(S)**

- 8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.
- 8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.
- 8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within 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.
- 8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the Principal has not, within the reasonable time taken visible action to proceed

against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

- 8.7 The word '**Monitor**' would include both singular and plural.
- 8.8 Details of the Independent External Monitor appointed by the Principal at present is furnished below: -

Shri Javeed Ahmad, IPS(Retd.)  
M-1101, Shalimar Gallant Apartment,  
Vigyanpuri, Mahanagar, Lucknow-226006

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

## **SECTION 9 - PACT DURATION**

- 9.1 This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/guarantee period of the project / work awarded, to the fullest satisfaction of the Principal.
- 9.2 If the Bidder(s)/Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the Bidder(s)/Contractor(s).
- 9.3 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 10 - OTHER PROVISIONS**

- 10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall the seat of the Principal.
- 10.2 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.
- 10.3 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate Office of the Principal at Bengaluru.
- 10.4 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.
- 10.5 If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.
- 10.6 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.
- 10.7 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.
- 10.8 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)/CONTRACTOR(S)

.....

(Name & Designation)

(Name & Designation)

Witness

Witness

1) .....

1).....

2) .....

2).....

**NON DISCLOSURE AGREEMENT**

This Nondisclosure Agreement (the “Agreement”) is entered into between ..... General Manager (HR), ITI Limited, ITI Bhavan, Dooravaninagar, Bangalore – 560 001 (“Disclosing Party”) and ....., (Receiving Party”) for the purpose of preventing the unauthorized disclosure of confidential Information as defined below.

The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information (“Confidential Information”)

1. Definition of Confidential information. For purpose of this Agreement, “Confidential Information” shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word “Confidential” or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information
2. Exclusions from Confidential Information. Receiving Party’s obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party’s representatives; or (d) is enclosed by Receiving Party with Disclosing Party’s prior written approval.
3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required. Receiving Party shall not without prior written approval of Disclosing Party, use for Receiving Party’s own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, Tenders and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.
4. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party’s duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party send Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.
5. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

6. Severability If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

7. Integration This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements representations and understanding. This Agreement may not be amended except in a writing signed by both parties.

8. Waiver The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights. This Agreement and each Party's obligation shall be binding on the representatives, assigns and successors of such Party. Each Party has signed this Agreement through its authorized representative.

Signature  
(Name)

Signature  
(Name)

Date

Date

**PERFORMANCE BANK GUARANTEE PROFORMA**

1. As agreed under the relevant terms and conditions of Letter of Intent / Purchase Order Ref ..... Dated ..... between M/s ITI Ltd., (with address) (hereinafter called the Purchaser) and M/s.....(hereinafter called the Supplier) for supply of .....(herein after called the said Purchase Order), the supplier hereby agrees to furnish a Security Deposit against supply performances by way of an irrevocable Bank Guarantee for Rs.....(Rupees.....only). We.....[Indicate the name of Bank] (Herein after 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.....only) against any loss or damage caused to or suffered or would be caused to or suffered by the Purchaser, by reasons of breach by the said Supplier of any of the terms or conditions contained in the said Letter of Intent.
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 or conditions contained in the said Letter of Intent or by reason of the Supplier's failure to perform the said Letter of Intent. 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 .....only).
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 Letter of Intent or to extend time of performance by the said Supplier from time to time or to postpone for any time of from to time any of the powers exercisable by the Purchaser against the said Supplier and to forbear or enforce any of the terms and conditions relating to the said Letter of Intent 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.
9. Notwithstanding anything contained in the foregoing clauses, our liability under this guarantee is restricted to Rs. ....(Amount in words also) and our guarantee shall remain in force until .....(expiry of warranty period). Unless a demand is made against us to enforce a claim under this guarantee within three months from the date, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.

for.....[Indicate the name of Bank]

DATE:

PLACE: