

Open Tender Ref No: ITI/BGP/IT-DC/2024/2292

ITI LIMITED



ITI LIMITED
(A Government of India Undertaking)

**REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF MSP FOR
SETTING UP AND MANAGING HYBRID/ PRIVATE / PUBLIC CLOUD (HPPC)
ON REVENUE SHARE MODEL**

ITI Limited - Bangalore Plant
Dooravaninagar, Bangalore-560016,
Karnataka, India.

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Instructions to Bidders and General Terms & Conditions

1. Section I- Invitation to Bidders

ITI Limited is the first Public Sector Undertaking of India, under the Department of Telecommunications, Ministry of Communications. Government of India. It has been a leading telecom equipment manufacturer for India and has been a regular supplier to customers like BSNL, MTNL, Defence, PSUs and other Private customers for various turnkey projects, products and services. ITI has now diversified and upgraded its business in various fields such as Data Centre, Cyber Security, Telecom Test Lab facility - EMI/EMC & Safety Lab as our endeavor to promote make in India, Atmanirbhar Bharat initiatives of Government of India. ITI has manufacturing units equipped with State-of-art manufacturing infrastructure and Marketing & Sales offices spread across the country.

ITI Ltd., as a major player in the new era of digital communications has extended and contributing to 'Digital India' initiative of the Government of India and has been offering multitude of digital solutions to variety of customers.

ITI has been in Data Center business for more than 13 years. Now it has built a 6 MW new Data Center with additional capacity of 1000 racks with the DC farm (Rack Space) of 38000 sq.ft. ITI Data Centre at Bangalore is in most stable seismic zone with availability of all amenities nearby.

Now, ITI would like to invite bids from Eligible bidders to participate in the competitive bidding for the "RFP for Selection of MSP for "Setting up and Managing Hybrid/Private/Public Cloud (HPPC) in Revenue Share Model".

ITI data Centre facility located at Bangalore are as listed below.

- (a) Integrated building management system with 24X7 security & surveillance.
- (b) Well connected with all renowned TSP/ISPs with high availability of connectivity
- (c) CMMi level 5 certified.
- (d) ISO certified under various categories viz. ISO 27001, ISO 20000, ISO 27017 and ISO 27018.
- (e) MeitY Empanelled cloud service provider (CSP).
- (f) Cloud infrastructure services such as IaaS, PaaS & SaaS, HPPC, GCC and Azure stack.
- (g) Other serviced like Firewall, Load balancer, Internet and Backup services.
- (h) Meeting /conference rooms, cafeteria & canteen facilities.
- (i) SOC Services for Cyber Security needs.

**

2. Information to bidders

ITI Limited looks forward to engage with reputed industry participants (SIs / Service Providers/ IT Organizations / CSPs) by inviting the interests through Online submissions.

This participation is being invited for onboarding MSP / CSP to undertake the activities as mentioned under “Scope of Work”, the proposed services should be managed with SLA driven, Scalable, Extensible, Highly Configurable, Secure and Responsive way in the best possible revenue sharing model. The broad objective of the RFP is provided as below: -

- 1 Setting up and managing HPPC at existing ITI Data Centre.
- 2 Establishing ITI as a leading MeitY empaneled Cloud Service Provider.
- 3 To provide bouquet of Basic & Advanced Cloud Services (IaaS, PaaS, SaaS) to Start-ups, Private, Enterprises and Govt. departments as defined by MeitY.
- 4 Public & Private Partnership (Revenue sharing) to capitalize on the industry expertise.
- 5 Generate maximum revenue per KW/per sq. feet by providing bouquet of cloud services from the existing Data Centre facility.
- 6 To establish ITI as a leading player for Cloud services to serve Indian and offshore clients.
- 7 Make ITI DC capable to provide various advanced services like
 - Kubernetes
 - Containers
 - Object Storage
 - Auto Failover
 - Auto Scaling
 - Self Service Portal
 - DC-DR services with Replication software
 - DR Drills

The Managed Service Provider (MSP) shall offer advanced cloud services (IaaS, PaaS, SaaS) from existing ITI Data Centre or upcoming Data Centre which may be extended as & when they are ready in future.

Interested Participants are advised to study this document carefully and submit their response in the format specified in this RFP on or before the due date.

ITI Limited reserves the right to further invite Organizations participating in this Call for participation for any presentation or discussion, if required.

All Clarifications/ queries/Status w.r.t tender shall be forwarded only to:

Additional General Manager-IMM,
 ITI Limited, Dooravaninagar, Bangalore - 560 016
 Ph: +91 80- 28503607, 9447477079, 8602734498
 Email: avmurdeswar_bgp@itilttd.co.in; datacenter@itilttd.co.in

Key Events and Dates

S. No	Terms of Reference	Remarks
1	Earnest Money Deposit (EMD) should be in the form of a Demand Draft/Banker's Cheque/ Bank Guarantee issued by any Nationalized / Scheduled Commercial Bank, in favour of ITI Limited, Bangalore Plant, Dooravaninagar, payable at Bangalore. EMD should be unconditional & irrevocable. Original EMD to be submitted to Additional General Manager (IMM), F-100, Second floor, ITI Limited, Dooravaninagar, Bangalore-560 016. Ph.No : :+91 80-28503679, Email : datacenter@itilttd.co.in .	INR 1,20,000.00
2	Tender Fee in the form of a Demand Draft/Banker's Cheque/ issued by any Nationalized / Scheduled Commercial Bank, in favour of ITI Limited, Bangalore Plant, Dooravani nagar, payable at Bangalore.	INR 10,000.00
3	RFP Reference No:	ITI/BGP/IT-DC/2023/2292
4	Date of Release of RFP	07/03/2025
5	Last Date to submit Pre-Bid queries related to RFP clarifications	17/03/2025
6	Visit of Data Center by interested bidders	On or before due date of bid submission.
7	Clarifications to Pre-Bid Queries by ITI	Will be published through e-tender portal (https://itilimited.euniwizarde.com).
8	Last date for Bid Submission	28/03/2025 at 14.00 hrs.
9	Opening of (Pre-qualification) Bids	29/03/2025 at 11.00 hrs
10	Bids Validity Period from the due Date of Bid Submission	180 days

Table 3.1

Disclaimer

ITI Ltd. reserves the right to accept or reject any Bid, cancel the RFP at any time and to annul the bidding process and reject all Bids at any time prior to award of Contract, without

thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for ITI Ltd.'s action.

3. Introduction of ITI Data Center

Data Center is a physical / virtual infrastructure used by enterprises to house computer, Servers, Networking Systems and components for the organization's information technology (IT) needs, which typically involve storing, processing and serving large amounts of mission-critical data to clients in a client/server architecture. As a consequence, the security and reliability of data centers is of top priority for any organization.

ITI New Data Center is a newly built facility of ITI Limited, India's first Public Sector Unit (PSU). The Data Center is located at its premises in Bangalore. It endeavors to provide customer-centric services to all the sectors. This Data Center is serving customers from Aviation, Universities, R&D institutions of Govt. of India, PSUs, MNCs and small enterprises from the year 2020-21.

FACILITY & OFFERINGS

Considering the huge market demand in view of Digital India Initiative and Governments decision to store the data and the financial transactions generated in Servers located in India, ITI has taken up Data Center expansion in a big way. The large 2,00,000 plus sq. ft capacity of ITI Data Center is fully equipped with excellent facilities as well as next generation technology capable of housing 1000 racks to provide all kinds of data center services.

ITI data center is designed to provide various services like Co-location, Managed & Cloud services. Email, Internet, back up services & SOC are also part of the offering. SOC-as-a-Service is a managed Security Operations Center (SOC). The List of offerings as defined as below: -

- (a) Rackspace / Co-Location Services / Dedicated Hosting Services
- (b) Managed Colocation
- (c) Managed Storage Services, Backup Services, Database Management
- (d) Server monitoring and Management services
- (e) Managed Tape Backup Service
- (f) Network Monitoring and Management Services
- (g) Remote Infrastructure Management

- (h) Cloud Services
- (i) DR Services
- (j) Email Services
- (k) SOC services

It is fully geared up to support multi density power requirements ranging from 3 KVA to 14 KVA per rack. It has an edge over other Data Centers not only through its complete range of Services but also with its infrastructure, effective and eco-friendly fire suppression facilities but also its high level of security, carrier neutrality, redundant power availability, precision controlled environment and 24 x 7 support services with no down time in its whole history.

The Data centre is a carrier neutral i.e. well connected with multiple ISPs ensuring high availability of Internet Connectivity.

The customers are also offered with seating facility, workstations & cabins, for their operating & maintenance staff and a NOC room for monitoring the performance.

CERTIFICATIONS

ITI Data Center is TIA-942 Tier-3 certified and there are several layers of security conforming to international standards viz. ISO 9001, 20000, 27001, 27017 and 27018. It is 99.982% availability as per Tier-3 standards, which is concurrently maintainable, allowing for any planned maintenance activity of power and cooling systems without disrupting the performance of the Data Center.

It is also CMMi level 5 certified for IT operations. The datacenter has been successfully audited for MeitY Empanelment as Cloud Service Provider for providing cloud services such as IaaS, PaaS and SaaS under Public, VPC and GCC infra.

4. Scope of Work

ITI has setup a 6 MW, 1000 racks space, Tier-3 Data Center in its Bangalore plant premises. Through this RFP, ITI Bangalore invites offer from interested parties to participate in the competitive bidding for the “RFP for Selection of MSP for “Setting up and Managing Hybrid/Public/Private Cloud (HPPC) in Revenue Share Model”.

5.1 The details of the rack spaces available is as mentioned below:

- The Data Center is spread across 5 floors in two buildings adjacent to each.

- Total available rack spaces, with size of 600 mm x 1200 mm per Rack (Qty may change as per the availability at the time of contract finalization).
- Alternate hot & cold aisles for effective cooling.
- Any material change to the above lay-out shall be subject to the prior agreement of ITI; and, to the extent that any such change requires any material & labor, the cost there of shall be borne by Bidder.

5.2 Operation & Maintenance of Proposed Data Center

ITI has a standard Operation & Maintenance (O&M) procedure in place for entire Data Center covering the scope of O&M but not limited to: -

- Technical Manpower for day to day 24x7 operations of IT & Non-IT infrastructures.
- Facility & House Keeping,
- Repair & Maintenance,
- AMC & Warranty of Non-IT infra,
- Helpdesk & Escalation Support,
- Customer onboarding.

5.3 Other Support from ITI

The current NOC facility at ITI hosts around 40 Seater capacity. The shared NOC facility will be allotted by ITI on availability basis with additional cost to bidder.

Detailed Scope:

Setting up HPPC model

- (a) The MSP shall setup and manage the Hybrid Cloud / Public Cloud / Private Cloud at ITI Data Centre for offering Cloud services (Cloud services offerings as per Annexure-A)
- (b) Indicative Cloud service deployment models (All or any of them or combination of them) to be offered by the MSP are provided as below: -
 - Infrastructure as a Service (IaaS)
 - Platform as a Service (PaaS)
 - Software as a Service (SaaS)
- (c) Under this model MSP shall be restricted to offer cloud Services (Basic & Advance) Limited to Hybrid Cloud/ Public Cloud/ Private Cloud model.
- (d) MSP may offer Cloud services to Govt. Clients also only when Client is free to host its application on Hybrid/Public/Private Cloud infrastructure and GCC requirement is not mandatory.

- (e) The Managed Service Provider (MSP) shall offer advanced cloud services (IaaS, PaaS, SaaS, Block storage, Object storage, Load balancer, Self-service portal, WAF, VDOM, SIEM, EDR,) from ITI New Data Centre or upcoming Data Centre which may be extended as & when they are ready in future

Setup to facilitate advanced services like

- Kubernetes
- Containers
- Object Storage
- Auto Failover
- Auto Scaling (Vertical & Horizontal)
- Self Service Portal
- DC-DR services with real time Replication software
- Conduct DC-DR drills as per the customer requirement.

Defined Scope :-

- a) MSP shall also offer professional services from this project such as (may not limited to) Backup and DR as a service, DevOps as a Service, etc. These services will be incorporated into the service catalogue as available options.
- b) The MSP shall adhere to the latest MeitY guideline for Cloud Service Offerings (Basic & Advance).
- c) The MSP shall manage the Cloud setup for the contractual period at existing ITI Data Centre.
- d) The MSP shall be working as an advanced services cloud partner of ITI in revenue sharing model for which the MSP shall be given a free hand to market and sell the cloud services in partnership with ITI. Both ITI and MSP shall target to achieve the operational efficiency of Data Centre to increase the sales and revenues.
- e) The MSP shall deploy and commission complete setup with minimum nodes/Systems from go live date so that ITI should be able to offer the minimum Services volume mentioned in the Annexure A.
- f) All the Investment required to setup the Hybrid/Public/Private Cloud shall be borne by MSP excluding the ITI Obligation.
- g) MSP to provide a complete IT platform with agility and reliability via advanced cloud services (IaaS, PaaS, SaaS) to the start-ups, Enterprises and Govt. departments.
- h) Facilitate the Start-up ecosystem by hosting digital products on ITI platform at single marketplace.

- i) Public & Private Partnership (Revenue sharing) to capitalize the industry expertise.
- j) Establish ITI as a leading player Cloud services to serve Indian and offshore clients.
- k) The MSP shall bring bouquet of cloud services, which shall be offered from ITI Data Centre in hybrid mode thus maximizing the revenue per sq.ft. / per KW from ITI Data Centre.
- l) The MSP shall extend the technical support for the MeitY empanelment & its renewal for ITI Data Centre.

5.4 Services offered and responsibilities:

Sl.	Services offered by ITI Ltd.	Responsibility
a.	Operation & Maintenance of Rack Space Infrastructure in ITI New DC.	ITI
b.	Integrated building management system with 24X7 security & surveillance.	ITI
c.	Power availability	ITI
d.	Power Bill expenses	MSP
e.	High availability of connectivity with TSP/ISPs.	ITI- ISP facilitation till MMR MSP- onboarding & ILL Link payment
f.	Meeting /conference rooms, cafeteria & canteen facilities	ITI on payment basis
g.	Managed, cross connect, IP address etc.,	ITI on payment basis
h.	ITI will provide DC facility SLA as per Tier-3 standards.	ITI
i.	Cloud Infra (Hardware & Software), Licenses, Racks	Successful bidder /MSP
	Operation & maintenance of services: ITI looks after O&M only for BMS, Power, HVAC, AMC of the setup and also certifications.	ITI
j.	Sales & Marketing of Services offered	Successful bidder/MSP along with ITI
k.	Fixed Minimum guaranteed Revenue to ITI as per agreed rates.	Successful bidder/MSP

Table 5.1

- Minimum locking period will be for 3 years. Total contract period will be for 4 years and 11 months and renewable for another 4 years 11 months on mutual agreed T&C.

5.5 MeitY empanelment of ITI Services:

A. ITI is Meity empanelled CSP. The MSP shall ensure to maintain the status of ITI as the Meity Empanelled Cloud Service Provider (CSP) by monitoring the time to time updates and audit requirements of Meity / STQC

B. The MSP shall be responsible for Re-certify the services and CSP empanelment by MeitY during the contract period, as and when applicable.

C. The MSP may plan for site visit of proposed Data Centre location of ITI before submission of bid and provision for all costs associated with MeitY empanelment including gap in Data Centre certifications, if any.

5.6 Customer acquisition:

- A. The MSP would act as a cloud partner of ITI in revenue sharing model. MSP would be given a free hand to market and sell the cloud services in partnership with ITI. All parties i.e. ITI, MSP and CSP will target to increase the sales & revenues and work towards increase in consumption of IaaS, PaaS, SaaS and other cloud services from Hybrid Cloud setup.
- B. MSP may setup a dedicated sales/marketing team with presence in multiple geographies for continuous revenue generation. As part of this team, it is important to deploy experienced professionals who are experts in selling IaaS, PaaS, SaaS and other cloud services and have decent understanding of how government departments and procurement system works.
- C. It is also important to setup a services team to ensure end-customer technical needs are covered and there is stickiness of customer with ITI Hybrid Cloud setup. MSP would ensure that customer churn is minimum.
- D. The size of sales & services team of MSP might be small in beginning which should scale up as per the requirements.
- E. MSP and CSP should ensure that the additional value-added services may be provided for early cloud adoption and maintaining customer win rate, for example:
 - I. Migration of customer's existing application workload to ITI Hybrid Cloud environment
 - II. Managed service for customer application maintenance
 - III. Any additional development/cloudification/code change to suit cloud adoption
 - IV. Full migration testing including penetration testing etc.

5.7 A steering committee having representation from ITI, MSP and CSP may be setup with a constant endeavor for bringing more customers, increase in customer satisfaction and generating more revenue from this setup. All parties shall be responsible for success of this project. Steering committee would meet once in every month of first 2 years of project and then once in every quarter.

5.8

5.9 Billing ownership

- I. Billing will be done by ITI.
- II. The reconciliation of revenue sharing between ITI and MSP shall be done on a “Quarterly” basis. ITI and MSP may invoice the other party depending on their due revenue share post reconciliation every quarter.
- III. Taxes would be on actuals and would not be calculated for revenue calculation. Each party will be responsible for their tax obligations.
- IV. MSP shall extend all possible support in generation of monthly/quarterly bills for end customers.
- V. Revenue, collection activities etc. shall be managed by MSP.

5.10 Implementation of NOC / SOC Setup

- a. The on-boarded MSP shall be responsible for setting up a fully functional NOC/ SOC at the designated ITI location. The NOC/SOC shall serve as a centralized facility for monitoring, managing, and supporting the network and security infrastructure and related services within the ITI Data Centre premises.
- b. The implemented setup shall be jointly operated by a team comprising members from both the ITI and the selected Managed Service Provider (MSP).
- c. The NOC/SOC setup should include, but not be limited to, the following components and capabilities:
 1. Robust network monitoring and management tools, including a comprehensive network management system, performance monitoring systems, and event correlation capabilities.
 2. Skilled personnel with expertise in network operations and management, capable of 24x7 monitoring and responding to network incidents and issues.
 3. Proactive monitoring of network devices, systems, and services, with the ability to detect and troubleshoot network faults, performance degradation, and security breaches in real-time.
 4. Incident management and resolution procedures, including ticketing systems, escalation processes, and clear communication channels for reporting and resolving network incidents.
 5. Documentation and reporting mechanisms to provide regular updates, performance metrics, and status reports to the ITI management, as well as participate in periodic meetings and reviews.
 6. Collaboration with relevant stakeholders, including ITI management, internet service providers (ISPs), and other relevant parties, to ensure seamless network connectivity and adherence to industry best practices.
- d. Helpdesk and Support: The MSP will provide telephone, e-mail and web-based support to ITI officials and users of system. The ITI will provide dedicated phone

numbers for Help desk, 'This helpdesk shall be first and single point of contact for ITI officials / end users and other stakeholders. The executives in help desk will resolve any technical issues related to system.

- e. Training - Training is an important aspect of this project, and the successful bidder will be required to undertake it in a very professional manner. The bidder will conduct a proper training needs analysis of all the staff concerned and draw up a systematic training plan in line with the overall project plan.
- f. Initial training of ITI officials on cloud infrastructure operation & management /provisioning of cloud services shall be provided.

5.11 Standard Operating Procedure (SOPs)

- a. The on-boarded MSP shall be responsible for preparing the Standard Operating Procedures (SOP) for Cloud operations. These procedures and policies should align with all relevant government guidelines and regulations.
- b. The MSP shall demonstrate a comprehensive understanding of cloud operations and possess the expertise to develop SOPs and policies that encompass the necessary security, operational, and regulatory considerations for the ITI LTD.
- c. The SOP should address areas such as physical security, information security, data protection, access controls, incident reporting, and compliance with relevant laws and regulations.
- d. The MSP shall engage in close consultation and collaboration with ITI LTD during the development of cloud SOPs, seeking input and approval from ITI LTD on key aspects to ensure alignment with the ITI's objectives and requirement.
- e. The final approved SOPs, Cloud and DC policies shall be considered as binding documents, serving as the foundation for the effective and secure operation of the cloud under the purview of the MSP and ITI LTD.

5.12 Expansion of Infrastructure

- a. In the event of future expansion of the deployed solution, the MSP has the right to introduce additional technology or additional CSP technology, subject to obtaining consent from ITI and ensuring compliance with the requirements outlined in this RFP.
- b. The MSP will bear any additional associated costs, including procurement, implementation, training, and ongoing maintenance.
- c. It is important to note that any future expansion must not compromise the security, performance, or stability of the existing solution. The MSP shall ensure that the integration of additional technology or CSP does not introduce vulnerabilities, impact service levels, or violate any regulatory or contractual obligations. If multi-cloud technology is utilized upon future expansion, the governance and billing process will be consolidated and managed through a unified console.

- d. In case, MSP considers to expand beyond it's committed rack space, then the allotment of further racks in ITI Data Center will be based on Prorata rates quoted under this RFP. Racks space allotment subject to the availability only.

5.13 Ownership of IT/Cloud infrastructures

All the infra invested, installed by MSP under this RFP shall be on returnable basis. The MSP may record & maintain proper documentation and follow the ITI security Pass-In/out procedures.

5. Bidder's Eligibility Criteria

The Bidder/Partner Companies must meet the following eligibility requirements.

S.No	Criteria	Documents to be submitted
a.	The bidder should be a company registered under the Companies Act, 2013 since last 5 years as on 31.03.2024.	Certificate of incorporation and Self Certification of being in the Information Technology business for the last 5 years should be attached.
b.	Bidder should be an established Information Technology company/ IT System Integrator and should have been in the business for a period exceeding five years as on 31.03.2024. Consortium is not permitted.	Commencement of Business Certificate, CIN, Work Orders confirming year and area of activity and Memorandum and Articles of Associations should be attached.
c.	The bidder should have positive net worth and minimum turnover of Rs. 18 Lakhs on an average for last three Financial Years ending on 31.03.2024. The bidder should have been profitable for all these three financial years.	Chartered Accountant certificate for Net-worth, Turnover and PAT should be attached. Copy of the audited profit and loss account/ balance sheet/ annual report of last three financial years (up to 31-Mar-24) should be attached.
d.	The Bidder should have experience of Setting up Data Center/Cloud infra/ IT Networking Infra Services/ Storage/ Backup Service / IT enabled Services such as Compute, Network, Storage integration of: - 1. One Successful Project of Rs. 48Lakhs or 2. Two Successful Projects of	Copy of work completion / satisfactory certificate/ work order and client certificates should be attached. The Bidder should have Similar experience executed during the last five years as on 31.03.2024.

S.No	Criteria	Documents to be submitted
	Rs.30Lakhs or 3. Three Successful Projects of Rs.24Lakhs each. for Govt. / Pvt. / agencies in last five years.	
e.	The Bidder should be an ISO Certified as below: - ISO 27001 ; ISO 9001	Valid ISO certificate shall be attached
f.	The bidder must have on its roll at least 20 professionals in the area of 1. Data Center IT integrations, Data Center/Cloud Marketing, Cloud Business & Operations. 2. Worked with PSU at least 5 years 3. Hosted Public/Private cloud and managed it for 3 years in PSU 4. The bidder should have experience in managing NOC services minimum 3 years 5. The bidder should have experience in managing DC/DR setup	Certificate from bidders HR for details of employees.
g.	Declaration of Non- blacklisting.	Self- Declaration
h.	MSMEs are exempted from EMD	Valid MSME certificate has to be submitted.

6. SECTION II: INSTRUCTIONS TO BIDDER

6.1 Site Visit: Bidders may visit the site for detailed information on or before the bid submission.

6.2 PRE- QUALIFICATION RESPONSE

The Pre-Qualification response should contain all the required information and supporting documents as per Section-I, clause -6 Bidder Eligibility Criteria.

It should be complete in all respects to indicate that all products and services asked for, are quoted and should give all the required information.

6.3 Relevant Documents must be submitted as below: -

- I. The Technical Bid should consist of the following information: -
- II. General information of the Bidder : [Form -1](#)
- III. Particulars of turn over : [Form -2](#)
- IV. Details of staff to be deployed and associated with the project : [Form -3](#)
- V. Experience and track record : [Form -4](#)
- VI. Necessary supporting documents proving the capability & Methodology.
- VII. Necessary supporting documents proving the experience.
- VIII. Copy of RFP signed by authorized signatory with seal in all the pages.
- IX. Details of Certificates & Partnership (if any)

7. SECTION III: Existing Agreements:

Any existing Agreements for similar services (Cloud/DC/SOC/NOC etc.) will continue as per the Terms and conditions mentioned in those agreements and not having any connection with this RFP.

8. SECTION IV: Commercials

Interested Bidders can bid (Defined under Scope of Work) and offer the revenue sharing to ITI.

Bidder will be selected on **Exclusive basis**.

ITI will select the H1 bidder as the partner for investing and operating the Hybrid/Public/Private Cloud (HPPC).

- Bidders shall commit for minimum 10 Rack space and scale up as and when customer requirement is arising. However, space will be allotted as per the availability at that point of time and the rates applicable that point of time. Power of 6 KVA to 10 KVA per rack is available.
- However, the number of racks is for commitment by bidders only whereas, the rack occupancy may be completed by bidder within a period of Six months.
- Bidder shall provide commercials for committed rack space and Power charges per unit.
- Bidder shall provide a % revenue share to ITI on the cloud business to be generated.
- Other space such as Meeting rooms, Workstations, Cabins, will be at extra cost as fixed by ITI. Selected bidder may opt for the same on rental basis. The space will be allotted as per availability.
- Bidders who provide highest value as Selection of Bidders will be on H1 basis.

8.1 HPPC model

- Minimum business commitment (MBC) per Rack from Hybrid/Private/Public Cloud infra shall be Rs. 20,00,000/- per year. However, the actual revenue share to ITI will be calculated based on actual business generated or MBC whichever is higher.
- In this Model, Interested bidder shall quote for the
 1. Number of racks he is interested to commit for setting up of Cloud infra.
 2. Rack space rate per Sqft and
 3. Power charges per Unit. The Power charges will be charged to Bidders on actual consumption as per the PUE applicable.
 4. Percentage (%) revenue share to ITI on business to be generated through Hybrid / Private / public Cloud.

Sl. No.	Rack space Committed for cloud business (in Sqft) (A)	Rate per Sqft. per annum (B)	% Share to ITI on revenue to be generated (C)	Minimum guaranteed value per year (D= A*B)
01.				

- Commercial format to Quote: -

All values in INR & to be quoted excluding GST/Taxes

Evaluation of H1 Bidder:-

Criteria for selection of H1 bidder = D + C* MBC

Bidder will be selected based on the **Maximum total Business Value** as per this calculation.

Example :

Sl. No.	Rack space Committed for cloud business (in Sqft) (A)	Rate per Sqft. per annum (B)	% Share to ITI on revenue to be generated (C)	Minimum guaranteed value per year (D= A*B)	Criteria for selection of H1 bidder = D + C* MBC
1	350	5000	20	1750000	5750000
2	350	4500	22	1575000	5975000
3	350	6000	18	2100000	5700000

Note:

Server Rack will occupy 32 Sq. Ft. and Network Rack will be of 42 Sq. Ft. approximately.

9. SECTION IV: Bid Preparation & Submission

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant

to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information, bidders may visit the Portal (<https://itilimited.euniwizarde.com>).

9.1 REGISTRATION PROCESS ON ONLINE PORTAL

- (a) Bidders to enroll on the e-Procurement module of the portal <https://itilimited.euniwizarde.com/> by clicking on the link “Bidder Enrolment”.
- (b) The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. This would be used for any communication from the e-Wizard Portal.
- (c) Bidders to register upon enrolment, with their valid Digital Signature Certificate (Class-III Certificates with signing and Encryption key) issued by any Certifying Authority recognized by CCA India with their profile.
- (d) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others, which may lead to misuse.
- (e) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- (f) After registration, send mail to Helpdesk: helpdeskeuniwizarde@gmail.com for Account activation.
- (g) As per portal norms, Registration Fee will be applicable.

9.2 TENDER DOCUMENTS SEARCH

- (a) Various built-in options are available in the e-Wizard Portal like Department name, Tender category, estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.
- (b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective ‘Interested tenders’ folder.
- (c) The bidder should make a note of the unique Tender No assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

9.3 BID PREPARATION

- (a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- (b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.

- (c) Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLSX/PNG, etc. formats.

9.4 BID SUBMISSION

- (a) Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (b) The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (c) Bidders to note that they should necessarily submit their financial bids in the prescribed format given by department and no other format is acceptable.
- (d) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
- (e) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- (f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (g) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- (h) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.
- (i) As per portal norms Tender Processing Fee will be applicable.
- (j) The Bid shall be submitted in two parts:
Packet 1: Pre- Qualification Bid
Packet 2: Financial (Commercial) / Priced bid
The price should be quoted in Indian Rupees in accordance with the format given.
- (k) Correction of any type in price schedule is not permissible.
- (l) Bid Currency-Prices shall be quoted entirely in Indian Rupees.
- (m) The Proposal and all correspondence and documents shall be written in English. All Proposals and accompanying documentation will become the property of ITI Ltd and will not be returned. The hardcopy version will be considered as the official proposal.

(n) Correction of errors - Bidders are advised to exercise greatest care in entering the pricing figures. No excuse is acceptable that mistakes have been made. No requests for prices to be corrected will be entertained after the quotations are opened. All corrections, if any, should be initialed by the person signing the bid form before submission, failing which the figures for such items may not be considered. Arithmetic errors in bids will be corrected as follows: -

Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. The amount stated in the bid form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall bid price to rise, in which case the bid price shall govern.

9.5 Two Packet Bid system

Complete bidding process will be online (e-Tendering) in two packet system. Submission of bids shall be in accordance with the instructions given below:

A. Packet 1: Pre-Qualification and Technical Proposal - Bidder should upload information as scanned copies in PDF format as required in the RFP.

(i) Pre-Qualification - The requirements for submission of the Pre-qualification Bid is provided in the RFP document.

(ii) Technical Bid – The format for submission of the Technical Bid is provided in the RFP document.

B. Packet 2: Commercial Proposal – Bidder should provide as per "Commercial Bid Format" of this RFP.

The packets to be submitted by the bidder shall consist of following minimum documents in accordance with the instructions given below:

Packet 1 (Pre-Qualification and Technical Proposal)	<ol style="list-style-type: none">1. Proof of submission of EMD should be submitted as part of the Pre-qualification Proposal.2. Bidder's response to the Pre-Qualification criteria defined in the RFP shall be submitted as marked "Pre-Qualification Proposal".3. The Pre-qualification related documentation shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in the RFP document.4. Duly signed Integrity Pact.5. Pre-Qualification Proposal should not contain commercials of the
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	<p>Project, in either explicit or implicit form.</p> <p>6. Certified true copy of a board resolution/power of attorney empowering authorized signatory to sign/act/execute documents binding the bidder organization to the terms and conditions detailed in this proposal.</p> <p>7. The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in the RFP document.</p> <p>8. Duly filled technical specification with cross reference details.</p> <p>9. Technical Proposal should not contain commercials of the project, in either explicit or implicit form.</p> <p>10. The Bidder may be required to give a presentation on their Proposal. ITI will suggest the timing and venue of the presentation(s).</p> <p>11. Any information obtained during the presentation and/or visit will not be deemed to change or supplement the Bidder's Proposal as set out in the RFP.</p> <p>12. Conditional technical proposal is liable for rejection.</p> <p>Note: All documents will be submitted in pdf format and uploaded in the e-Tendering portal.</p>
<p>Packet 2 (Commercial Proposal)</p>	<p>1. Commercial details (in the format given in the RFP) shall be submitted online in a separate Packet marked "Commercial Proposal" to be submitted as (xls/xlss format)</p> <p>2. Forms and formats mentioned in this RFP document need to be scrupulously followed. Any deviation in it (without proper justification) may lead to disqualification of the bid.</p> <p>3. Bid quotation accompanied by vague and conditional expressions such as "subject to immediate acceptance", "subject to confirmation", etc. will be treated as being at variance and shall be liable to be summarily rejected.</p>

9.6 AMENDMENT OF BID DOCUMENT

(a) At any time prior to the deadline for submission of proposals, the department reserve the right to add/modify/delete any portion of this document by the issuance of a

Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

9.7 ASSISTANCE TO BIDDERS

- (a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- (b) Any queries relating to the process of online bid submission or queries relating to e-Wizard Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is 8448288994/86/87/89/88/81/90/92/82 011-49606060, 07903269552, 9355030608, 9055030613, 7903810198, 9355030606, 9315620706, 9355030623, 9355030628, 8800526452, 9205898228, 9122643040, 9355030604, eprochelpdesk.01@gmail.com, eprochelpdesk.44@gmail.com, eprochelpdesk.06@gmail.com
- (c) The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).
- (d) The bid should be submitted through e-Wizard portal (<https://itilimited.euniwizarde.com/>) only.
- (e) All payments should be done through e-Wizard Payment gateway
- (f) Any clarifications regarding the tender can be obtained from

Additional General Manager-IMM,
ITI Limited, Dooravaninagar, Bangalore - 560 016
Ph: +91 80- 28503607, 9447477079, 7044071971
Email: avmurdeswar_bgp@itilttd.co.in; datacenter@itilttd.co.in

9.8 Bid Preparation Instructions: -

- The letter of authorization shall be indicated by a written Power-of-Attorney, executed on non-judicial stamp paper of appropriate value as applicable.
- Every page of the Bid including all the Formats, Annexures and un-amended literatures should be sealed and signed by the authorized signatory of the bidder.
- The bid shall contain no interlineations, erasures or over-writing, except as necessary to correct errors made by the bidder and in such cases all corrections shall be countersigned by the person(s) signing the bid.

9.9 LATE BIDS: Bidders are solely responsible for timely submission of bids within the due date and time as mentioned above. Bids submitted after the due date & time will not

be accepted. Any kind of failures due to transit of the bid document, etc.; would not be considered.

9.10 Language of offers: The offers prepared by the Bidder and all the correspondences and documents relating to the offers exchanged by the Bidder, shall be in English language.

9.11 Cost of Documentation / Preparation Material During Bid Submission:

ITI Ltd is not liable for any cost incurred by a Bidder in the preparation and production of any Proposal, the preparation or execution of any benchmark demonstrations, simulation or laboratory service or for any work performed prior to the execution of a formal contract. All material submitted become the property of ITI Ltd and may be returned at its sole discretion.

9.12 Bidder Qualification

The word "Bidder" as used in the tender document shall mean the one who has signed the Tender Form. The Bidder's Authorized Representative shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall be furnished and signed by the authorized representative.

It is further clarified that the individual signing the tender or other documents in connection with the tender must certify whether he/ she signs as the constituted attorney of the firm, or a company. If any of the Bids is found to be without proper signature, page numbers and index, it will be liable for rejection.

9.13 The authorization shall be indicated by written power-of-attorney accompanying the bid.

9.14 The power or authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid. Any change in the Principal Officer shall be intimated to Tendering authority in advance.

9.15 No Bidder shall contact the tendering authority on any matter relating to its bid; from the time of the bid opening to the time the Contract is awarded. However, the tendering authority may contact the Bidders during evaluation.

Any such effort by a Bidder influencing the tendering authority's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

9.16 Period of Validity of Bids

Bids shall remain valid for 180 days from the due date for submission of Bids. A bid valid for a shorter period may be rejected as non-responsive.

In exceptional circumstances, Tendering Authority may request the Bidder(s) for an extension of the period of validity. The request and the responses thereto shall be made in Corrigendum. The validity of EMD shall also be suitably extended.

9.17 Local / Site Conditions

- I. It will be incumbent upon each Bidder to fully acquaint himself with the local conditions and other relevant factors at the proposed Data Centres which would have any effect on the performance of the contract and/ or the cost. The Bidders are advised to visit the proposed ITI DATA CENTER (at their own cost) and due-diligence should be conducted before the Bid submission.

The prospective bidder has to visit the Data center for assessment purpose and an NDA should be signed by the Bidder with ITI. The Bidder should bring the NDA printed and signed in the format attached to this RFP at Annexure – III.

- II. Failure to obtain the information necessary for preparing the bid and/ or failure to perform activities that may be necessary for providing the services before entering into contract will in no way relieve the successful Bidder from performing any work in accordance with the Tender document.
- III. It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding document. The Tendering authority shall not entertain any request for clarification from the Bidder regarding such conditions.
- IV. It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by Tendering authority and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Tendering authority on account of failure of the Bidder to appraise themselves of local laws and site conditions.

9.18 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of RFP ITI Ltd may, at its discretion ask the bidder(s) for the clarification of its Bid. The request for the clarification and the response shall be in writing. The bidder(s) will be required to submit the required clarification within the stipulated time frame as will be indicated in the ITI Ltd letter seeking such clarification(s). ITI Ltd. reserves the right to accept additional

information/documents or correction in the prequalification and technical bids submitted. No correction in the Commercial Bid after Bid opening will be entertained.

9.19 Amendment of Request for Proposal

At any time prior to the deadline for submission of bids, ITI Ltd. for any reason may modify the RFP by amendment notified in writing or email to all Bidders who have received this RFP and such amendment shall be binding on them. ITI Ltd at its discretion may extend the deadline for the submission of bids.

9.20 Opening of Bids

- (a) The decision of the Authorized Committee regarding evaluation of the bids would be final and binding upon all the Bidders.
- (b) The bids will be opened in the presence of the representatives of the Bidders who choose to attend, at the time, date and place, as mentioned.
- (c) The Bidder's names, modifications, bid withdrawals and the presence or absence of the requisite EMD and such other details considered appropriate will be announced at the bid opening.

9.21 Evaluation of Bids

The evaluation process of the tender proposed to be adopted by the Tendering authority is indicated under this clause. The purpose of this clause is only to provide the Bidders an idea of the evaluation process that Tendering authority may adopt. However, tendering authority reserves the right to modify the evaluation process/ criteria at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

The representative of the bidder, who is present, shall sign an attendance sheet evidencing their attendance. Commercial bids will remain unopened and will be held in the custody of the Tendering Authority until the time of opening of the Commercial Bids. The time, date and location of opening of the Commercial Bids will be intimated in writing or by letter/e-mail/phone by the Tendering Authority to the technically qualified bidders.

9.22 Preliminary Examination:

The Tendering authority will examine the bids to determine whether

- a) Bids are complete,
- b) The bid format conforms to the Tender requirements
- c) any computational errors have been made
- d) required Tender Fee and EMD has been furnished
- e) documents have been properly signed & the bids are not in order etc.
- f) A bid determined as not substantially responsive will be rejected by Tendering

authority and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

- 9.21.1 The Tendering authority may waive off any informality, non-conformity or irregularity in a bid which does not constitute a material deviation according to the Bidder, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 9.21.2 The Technical Bid will be opened only of those bidders whose Pre-qualification bid is complied.
- 9.21.3 During the technical bid evaluation, ITI if found necessary, may visit the bidder's establishment at the address provided.
- 9.21.4 Bidders may be asked to give a presentation to the evaluation committee on their credentials and execution plan.
- 9.21.5 Commercial bids of only technically short listed bidders would be opened. The technically short listed bidders would be intimated to attend the opening of the commercial bid, through letter/ email.

*Separate agreement will be signed for Data Center with the Successful bidder(s).

From Bidder's share, the following shall be deducted: -

- (a) TDS for the pending bills of Bidder raised till then
- (b) Amount pertaining to Pending bills of Electricity, Water, rent if any, etc.
- (c) Bank charges if any and Bank Guarantee charges.
- (d) Any other dues which Bidder owes to ITI.

Any LD / Penalty imposed / deductions from the bill amount by the Customer will be to Bidder's account. ITI share will be on the Basic of the corresponding Bill amount.

- 9.21.6 However, ITI Ltd. reserves the right to suspend the short listing process or any part of the process at any stage, to accept or reject any or all RFP's at any stage of the process and / or to modify the process or any part thereof at any time without assigning any reason, without any obligation or liability whatsoever.

This RFP does not constitute any form of commitment on the part of ITI Ltd. Furthermore, this RFP confers neither the right nor an expectation on any Firm / Company to participate in the proposed Project.

9.23 Earnest Money Deposit (EMD)

- (a) The bidder shall furnish, as part of its bid, an EMD for an amount of Rs. 1,20,000/- (Rupees One Lakh twenty thousand only) valid for a period of 180 days from the due date of bid submission.
- (b) The EMD shall be in the form of a bank Guarantee in the enclosed format (as Annexure-I) issued by a nationalized bank in India in favor of ITI Ltd, Bangalore Plant.

- (c) The EMD of the unsuccessful bidder will be returned as early as possible, but not before 45 days after finalization of this RFP / award of work.
- (d) The successful bidder's EMD will be discharged upon the Selected Bidder's acceptance of the Contract and upon furnishing the required PBG to ITI.
- (e) The EMD can also be paid through Pay order / Demand draft in favor of "ITI Ltd., Bangalore Plant" payable at Bangalore.
- (f) The EMD may be forfeited:
 - i. If a bidder withdraws his bid during the period of validity specified by the bidder on the Bid form Or
 - ii. In the case of a successful bidder, if the bidder fails to accept the offer and furnish performance security within 21 days of award of work.
 - iii. In both the above cases, i.e. (i) & (ii), the bidder will not be eligible to participate in the tender for similar works for one year from the date of award of Contract. The bidder will not approach the court against the decision of ITI Ltd in this regard.

9.24 Performance Bank Guarantee (PBG)

- (a) For the performance of its obligations, the successful bidder shall ensure the submission of an irrevocable and unconditional Bank Guarantee of a sum equivalent to 3% of MBC committed within no later than 30 (thirty) days from the date of signing the contract. The format for PBG is specified as per Annexure-C of this RFP. The PBG shall be valid for a term of the resultant Agreement and shall be renewed and maintained as necessary by the MSP for the term of the resultant agreement, and extensions if any.
- (b) Until such time the Performance Security for year 1 (one) is provided by the MSP, the EMD shall remain in force and effect, and upon such provision of the Performance Bank Guarantee pursuant hereto, the ITI shall release the EMD to the MSP.
- (c) The Performance Bank Guarantee shall remain valid until the MSP has fully completed all obligations under the contract. However, after two years of the contract award, the Performance Bank Guarantee shall be revised by the MSP. The revised value will be either 3% of the total revenue earned by the MSP in the previous financial year or 3% MBC whichever is higher. Further, the PBG shall be revised on the interval of every two-year considering above criteria till the end of the contract period.
- (d) The Performance Bank Guarantee shall be obtained in compliance with Applicable Laws (including, in case the MSP is a non-resident, in compliance with applicable foreign exchange laws and regulations).

- (e) The Performance Bank Guarantee is to be apportioned against breach of this Agreement by the MSP or for recovery of liquidated damages as specified. In any of the foregoing events, ITI shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate from the PBG, the amounts due to it. Upon such encashment and appropriation from the Performance Security, the MSP shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security, provide a fresh Performance Security, as the case may be, and the MSP shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid, failing which the Authority shall be entitled to terminate this Agreement.
- (f) The Performance Bank Guarantee shall remain in force and effect during the entire term of the contract agreement, and shall be released thereafter; provided, however, the Performance Security shall not be released if the MSP is in breach of the Contract Agreement. After the expiry/termination of the agreement, ITI shall return/release the Performance Security, after applicable deductions as per the contract Agreement, if any.
- (g) The PBG shall be forfeited by ITI, in case:
- i. The MSP does not meet the overall condition stated in this RFP or any changes agreed between the parties.
 - ii. MSP do not fulfil the duties and obligations set forth in the RFP to the satisfaction of ITI.
 - iii. Misrepresents facts/information submitted by MSP to ITI.

9.25 Payment Terms:

The Bidder must accept the payment terms proposed by ITI. The commercial bid submitted by the Bidder must be in conformity with the payment terms proposed by ITI. Any deviation from the proposed payment terms would not be accepted. ITI shall have the right to withhold any payment due to the Bidder, in case of failures or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of ITI. Bidder will have to submit a document explaining all the Quoted costs.

The payment terms will be as follows:

The payment will be on monthly basis by bidder on submission of invoices from ITI.

The bidder shall pay the due invoice amounts to ITI within 15 days from the date of submission of invoices.

Further, subsequent to the orders being placed/agreement executed, the Selected Bidder shall pay and where ever applicable, pass on to ITI, all fiscal benefits arising out of reductions in Government levies viz. GST and any other taxes, duties, levies etc.

9.26 Firm revenue share

Revenue percentage share offered by the bidder quoted in the bid must be firm and final and shall not be subject to any downward modifications, on any account whatsoever. ITI reserves the right to negotiate the Revenue percentage share offered by the bidders in the bid considering any extra ordinary market conditions or exigency.

Revenue percentage share offered by the bidders in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable for rejection. If revenue percentage share offered change is inevitable due to any factor external to the bidder, bidders may be given chance to submit revised bids. In this regard, the decisions of ITI shall be final.

9.27 Legal Relationship

No binding legal relationship will exist between any of the bidders and ITI until the issues of purchase order / execution of a contractual agreement.

9.28 Standard Terms & Conditions

i. USE OF CONTRACT DOCUMENTS AND INFORMATION

The Bidder shall not, without prior written consent from ITI Ltd disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of this assignment in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

The Bidder shall not, without prior written consent of ITI Ltd make use of any document or information made available for this assignment, except for purposes of performing the Contract. All project related document issued by ITI Ltd, other than the Contract itself, shall remain the property of the ITI Ltd and shall be returned (in all copies) to the ITI Ltd on completion of the Bidder's performance under the Contract if so required by the ITI Ltd.

ii. FORCE MAJEURE

If at any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or failed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, flood explosion epidemic, quarantine restrictions, strike, lockout or acts of god (here after referred to "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall by reason of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or failure in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or cease to exist. In case of any dispute, the decision of Chairman ITI Ltd shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or failed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the purchaser shall be at liberty to take over from the Selected Bidder at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out component and other stores in the course of materials, bought out components and other stores in the course of manufacturer which may be in the possession of the Selected Bidder at the time of such termination, or such portion thereof as the purchaser may deem fit, except such materials, as the Selected Bidder may, with the concurrence of the Purchaser, elect to retain.

iii. **TERMINATION FOR DEFAULT**

ITI Ltd may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Selected Bidder, terminate this contract in whole or in part. If the Selected Bidder fails to submit the report as per the scope of work within the time period (s) specified in the contract, or any extension thereof granted by ITI Ltd If the Selected Bidder fails to perform any other obligations under the contract; and If the Selected Bidder, in either of the above circumstances, does not remedy his failure within the time period of 15 days (or such longer period as ITI Ltd may authorize in writing) after receipt of the default notice from ITI Ltd.

iv. **TERMINATION OF INSOLVENCY**

The ITI Ltd may at any time terminate the contract by giving written notice to the Selected Bidder, without compensation to the Selected Bidder. If the Selected Bidder becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the ITI Ltd.

v. **TERMINATION FOR CONVENIENCE**

ITI Ltd. by written notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for its convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

vi. ARBITRATION

In the event of any dispute or difference arising under this agreement or in connection therewith (except as to the matter, the decision to which is specifically provided under this agreement) the same shall be referred to the sole arbitration of the Chairman ITI Ltd or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the Chairman ITI Ltd or by whatever designation such officer may be called (herein after referred to as the said officer), and if the Chairman ITI Ltd or the said officer is unable or unwilling to act as such then to the sole arbitration of some other person appointed by the Chairman ITI Ltd or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996.

There will be no objection to any such appointment on the ground that the arbitrator is a government servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government servant he has expressed his views on all or any of the matter in disputes. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the Chairman ITI Ltd or the said officer shall appoint another person to act as an arbitrator in accordance with the terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out his predecessor. The arbitrator may from time to time with the consent of both the parties; enlarge the time frame for making and furnishing the award. Subject to the aforesaid, Arbitration and Conciliation Act 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this rule. The venue of the arbitration proceeding shall be in the Bangalore, India. The language of arbitration proceeding shall be in English only.

vii. LEGAL JURISDICTION

All legal disputes are subject to the jurisdiction of Bangalore courts only.

viii. SET OFF

Any sum of money due & payable to the Selected Bidder (including security deposit refundable to him) under this contract may be appropriated by the ITI Ltd or any other person or persons contracting through the ITI Ltd and set off the same against any claim of the ITI Ltd or such other person or person for payment of a sum of money arising out of this contract or under any other contract made by the Selected Bidder with ITI Ltd. or such other person or persons contracting through ITI Ltd. However, the bidder shall pay the amount as per the payment terms & is not allowed to set off against any other claim / transaction.

ix. FORE CLOSURE / RESTRICTION / DEVIATION OF CONTRACT

If at any time after acceptance of the RFP ITI Ltd. decides to abandon or reduce the scope of the work for any reason whatsoever, the Project in-charge shall give notice in writing of the fact to foreclose or restrict the scope of work to the Selected Bidder and the Selected Bidder shall have no claim to any payment of compensation or otherwise whatsoever, on account of any loss of profit or advantage which he might have derived from the execution of the work.

x. CONFIDENTIALITY

The Bidder shall not use or disclose to any third party, except for the purpose of the observance of these terms and Conditions any confidential information of ITI Ltd. The successful bidder shall be required to sign an NDA in the format attached as Annexure-III.

xi. PROGRESS OF THE PROJECT

Progress of the Project shall be intimated in writing to ITI Ltd. on fortnight basis by the successful Bidder. In case of failure if any, should be clearly specified by the bidder.

xii. COMPLETENESS OF TENDER OFFER

The Bidder is expected to examine all instructions, forms, terms, conditions and deliverables in the Tender Documents. Failure to furnish all information required by the tender documents or submission of a tender offer not substantially responsive in every respect to the tender documents will be at the Bidder 's risk and may result in rejection of its tender offer. The tender offer is liable to be rejected outright without any intimation to the Bidder if complete information as called for in the tender document is not given therein, or if particulars asked for in the Forms / Performa in the tender are not fully furnished.

xiii. Agreement

The bidder is expected to sign an agreement with ITI once after successful award of contract. The contract agreement will be signed as per the standards rules as applicable.

All the charges related to contract agreement signing, Registration with competent authority (if any) shall be borne by successful bidder only.

10. Award of Contract

(a) Award Criteria

ITI Ltd. will award the Contract to the bidder(s) who offers are higher than Benchmark rate and beneficial to ITI.

(b) Notification of Award

Prior to the expiration of the period of Bid validity, ITI Ltd. will notify the successful Bidder in writing or by email, to be confirmed in writing by letter, that its Bid has been accepted. The notification of award, will constitute the formation of the Contract. ITI will enter in to an agreement with the successful bidder upon submission of following by the successful bidder.

- Unconditional acceptance of the Contract awarded.
- Submission of Performance Bank Guarantee in the format attached as Annexure-II of this RFP.
- Signing of Non-Disclosure Agreement (NDA) in the format attached as Annexure-III
- Upon the successful Bidder's furnishing of Performance Security, ITI Ltd will promptly notify each unsuccessful Bidder.

(c) Failures in performance of the Selected Bidder

Contract shall be executed by the Selected Bidder in accordance with the requirements by ITI Ltd in its RFP / Agreement. In case of unsatisfactory performance, ITI Ltd reserves the right either to short close /cancel this Contract and recover penalty charges including Customer SLAs. The cancellation/short closing of the order shall be at the risk and responsibility of the Selected Bidder and ITI Ltd reserves the right to get the work executed at the risk and cost of the defaulting Bidder. Failure by the Selected Bidder in the performance of its contract obligations shall render him liable to any or all of the following sanctions:

- forfeiture of its performance security,
- imposition of liquidated damages and/or
- termination of the contract for default.

If at any time during the performance of the contract, the Bidder encounters condition impeding timely completion and performance of contract, the Bidder shall promptly notify to ITI Ltd in writing the fact of the failure, its likely duration and its cause(s). As

soon as practicable after receipt of the Bidder notice, ITI Ltd shall evaluate the situation and may act upon it.

If the contract is not executed to the satisfaction of ITI Ltd. & its customers in the extended period also, ITI reserves the right to short close the contract and the Performance security shall be forfeited.

(d) Liquidated Damage Charges

In the event Bidder fails to provide the Services in accordance with the Data Center Service Standard, the Bidder shall be liable for penalty as per the terms and conditions of the RFP / Agreement and ITI Ltd may consider termination of the Contract. Any penalty imposed by any of the customers for nonperformance or inferior performance of the services, the same shall be imposed on the selected Bidder.

Any LD / Penalty imposed / deductions from the bill amount by the Customer will be to Bidder's account. ITI share will be on the Basic of the corresponding Bill amount.

ITI Ltd is entitled to withhold / deduct from the contract price or from the Performance Security, the liquidated damages that may become due.

Form 1 – General Information of the Bidder

The Registered name of the company	
Address of Registered office	
Registration Number and Registration Authority	
Year of Incorporation	
Legal Status (Public or Private) Public or Private Ltd. Technological Collaborations	
Business Address for correspondence Street: City: Pin Code: Telephone/: Email: URL:	
Name of the contract/ Authorized person	
Contact's Designation	
Contact address if different from above	
Quality Certifications (Enclose Certificates copy)-ISO 9001-2015 mandatory	
Details of EMD/EMBG furnished Amount Date Bank & Branch	
Other Office location in India and addresses Proof to be enclosed for the all of the above	

Form 2 – Particulars of Turnover

Functional Year	Turnover	Net worth of the company as on 31 st March 2024
2021-22		
2022-23		
2023-24		

Note: The Particulars of Turnover in Form 2 has to be certified by company auditor or Company authorized signatory. Please attach audited balance sheets for years.

Form 3 – Details of experienced Professionals

Name of the Bidder:

Total no. of professional staff on pay roll of Company:

Sl. No.	Category	Total Staff

Form 4– Experience and Track record in the field referred in the RFP

A description of the company’s qualifications demonstrating experience in handling IT, non IT infra, Networking, Data Center project end-to-end at the Global, National or State level. [use the format for each assignment]

Name of Assignment	
Name of the Client/Customer & Contact Person details	
Start date and End Date	
Current status (if work-in-progress/completed-if completed then completion certificate from client need to be enclosed)	
Contract Tenure	
Name of the associated partners, if any	
Order value of the project (in lakhs)	
Details of the staff involved	
Description of scope of work	

The Form 4 should be used for each assignment done and should provide Certificate of completion from authorized persons of the customer.



ANNEXURE-I BID SECURITY FORM

Whereas..... (hereinafter called “the Selected Bidder”) has submitted its offer dated..... against RFP Ref:- ITI/BGP/IT-DC/2024/2292 KNOW ALL MEN by these presents that WE..... OF..... having our registered office atare bound unto ITI Ltd. In the sum of Rs..... for which payment will and truly to be made of the said ITI LTD., the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

- 1. If the Bidder withdraws his bid during the period of bid validity specified by the Selected Bidder on the Bid form or
- 2. If the Bidder, having been notified of the acceptance of his bid by ITI Ltd. during the period of bid validity

(a) Fails or refuses to execute the Contract, if required; or

(b) Fails or refuses to furnish the Performance Security, in accordance with the terms of RFP.

We undertake to pay to ITI Ltd. up to the above amount upon receipt of its first written Demand, without ITI Ltd. having to substantiate its demand, provided that in its demand, ITI Ltd. will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force as specified in the Bid Document up to and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority.

Name

Signed in Capacity of

Name & Signature of witness Full address of Branch

Address of witness Tel No. of Branch

Fax No. of Branch

.....

Annexure-II: PERFORMANCE SECURITY GUARANTEE BOND

In consideration of ITI Ltd. having agreed to exempt _____ (hereinafter called 'the said Selected Bidder') from the demand under the terms and conditions of an agreement dated _____ made between _____ and _____ for the work of Establishing the Data Center _____ (hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said Bidder of the terms and conditions contained in the said Agreement, on production of the bank guarantee for _____ we, (name of the bank) _____ (hereinafter refer to as "the bank") at the request of _____ (Selected Bidder) do hereby undertake to pay to ITI Ltd an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by ITI Ltd by reason of any breach by the said Selected Bidder of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from ITI Ltd by reason of breach by the said Bidder of any of the terms or conditions contained in the said Agreement or by reason of the Selected Bidder's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of ITI Ltd in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

3. We undertake to pay to ITI Ltd any money so demanded notwithstanding any dispute or disputes raised by the Selected Bidder in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of ITI Ltd under or by virtue of the said Agreement have been



fully paid and its claims satisfied or discharged or till _____ ITI Ltd certifies

that the terms and conditions of the said Agreement have been fully or properly carried out by the said Selected Bidder and accordingly discharges this guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the expiry (as specified in P.O) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank) _____ further agree with ITI Ltd. shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by ITI Ltd. against the said Selected Bidder and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder or for any forbearance, act or omission on the part of ITI Ltd or any indulgence by ITI Ltd to the said Bidder 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.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

7. We (name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of ITI Ltd. in writing.

Dated the _____ day of _____

for _____

(Indicate the name of bank)

.....

Annexure-III: MUTUAL NON- DISCLOSURE AGREEMENT

This Agreement is made as of the ----- 2023 between ITI Ltd. having its registered and Corporate office at Dooravani Nagar, Bangalore-560016

And -----hereinafter called ITI Ltd. which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and (M/s. -----) a company having its registered office at ----- herein after called "The Bidder" which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

Whereas in order to pursue the mutual business purpose of this particular Consultancy as specified in Exhibit A (the "Business Purpose"), ITI Ltd. and M/s ----- recognize that there is a need to disclose to one another certain information, as defined in Para 1 below, of each party to be used only for the Business purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of the other party's disclosure of such information, each party agrees as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed by one party to the other party, including information listed in Exhibit A attached hereto and other information which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the receiving party (" Confidential information").

Information consists of certain specifications, designs, plans, drawings and /or technical information, and all copies and derivatives containing such information, that may be disclosed to one another for and during the purpose, which a party considers proprietary or confidential ("Information"). Information may be in any form or medium, tangible or intangible, and may be

Communicated/disclosed in writing, orally, or through visual observation or by any other means to one party (hereinafter referred to as the receiving party) by the other party (hereinafter referred to as one disclosing party). Information shall be subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the receiving party within thirty (30) days of the initial disclosure.

2. M/s ----- and ITI Ltd hereby agreed at during the Confidentiality Period:

ITI Ltd. RFP. No. _____

- a. The receiving party shall use Information only for the Purpose, shall hold Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project as defined in exhibit A, shall cause its employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce Information only to the extent essential to fulfilling the purpose, and shall prevent disclosure of information to third parties.
 - b. Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed. Provided, however. That an archival copy of the Information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the Information.
3. The foregoing restrictions on each party's use or disclosure of Information shall not apply to Information that the receiving party can demonstrate
- a. was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or
 - b. has become generally available to the public without breach of confidentiality obligations of the receiving party; or
 - c. was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure; or
 - d. is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however that the receiving party has given the disclosing party prompt notice of such demand for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure and appropriate protective order; or
 - e. is disclosed with the prior consent of the disclosing party; or
 - f. was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or

- g. the receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.
4. Each party agrees not to remove any of the other party's Confidential Information from the premises of the disclosing party without the disclosing party's prior written approval. Each party agrees to exercise extreme care in ITI Ltd. RFP. No. _____ protecting the confidentiality of any confidential information, which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Each party agrees to comply with any and all terms and conditions the disclosing party's may impose upon any such approved removal, such as conditions that the removed confidential information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.
 5. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's confidential information all copies thereof.
 6. Each party recognizes and agrees that all of the disclosing party's confidential information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such confidential information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
 7. Access to information hereunder shall not preclude an individual who has seen such information for the purpose of this agreement from working on future projects for the receiving party which relate to similar subject matters provided that such individual does not make reference to the information and does not copy the substance of the information during the confidentiality period. Furthermore nothing contained herein shall be construed as imposing any restriction on the receiving party's disclosure or use of any general learning, skills or know how developed by the receiving party's personnel under this agreement, if such disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the information.

8. As between the parties, all information shall remain the property of the disclosing party. By disclosing information or executing this agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection rights, trade secret or any other intellectual property right. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION.

Execution of this agreement and the disclosure of information pursuant to this agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase, or sale or to enter into any additional agreement of any kind.

9. Either party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.

10. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.

11. M/s ITI Ltd. has sole rights for the feasibility report submitted by M/s. -----
-----for its use with other successful bidder for next Phase (if any). If there is any conflict between earlier clauses and this clause, then this clause shall prevail.

12. That in case of any dispute or differences, breach & violation relating to the terms of the agreement. The said matter or dispute, difference shall be referred to sole arbitration of Chairman ITI Ltd or any other person appointed by him. That the award of the arbitrator shall be final and binding on both parties. In the vent of such arbitrator to whom the matter is originally referred to is being transferred or vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the Chairman ITI Ltd shall appoint another person to act as Arbitrator in place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by his predecessor. The M/s ----- will have No Objection in any such appointment, that arbitrator so appointed is employee of ITI Ltd.. . The said Arbitrator shall act under the Provisions of the Arbitrator and Conciliation Act, 1996 or any statutory modifications or reenactment there of any rules made thereof.

13. This Agreement and Exhibit A attached hereto constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with



Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other Party's written consent.

14. This Agreement will remain in effect for one year from the date of the last disclosure of Confidential Information., at which time it will terminate, unless extended by the disclosing party in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by Their duly authorized officers or representatives.

(M/s-----)

Signature_____.

Printed Name: _____.

Title: _____.

ITI Ltd

RFP No. _____

Exhibit A

(M/s ITI Ltd.)

Signature: _____

Printed Name: _____

Title: _____

Business Purpose: _____

Confidential Information of M/s. ITI Ltd. w.r.t RFP No. _____

- All sites and their related information.
- All information shared in oral or in written form by ITI Ltd. with M/s -----
- Information downloaded or taken in physical form shall be returned/destroyed after use not copied.

ITI Ltd : _____

Signed

M/s -----

Signed

Annexure-IV : INTEGRITY PACT

GENERAL

This pre-bid pre-contract agreement (hereinafter called the Integrity Pact) is made on day of the month of , between, ITI Limited, ITI Bhavan, Dooravaninagar, Bangalore – 560016, India, (hereinafter called the "M/S ITI LIMITED", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s (*address of the Bidder*) (Hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the M/S ITI LIMITED proposes to invite Request for Proposal(RFP) for "RFP Ref:- ITI/BGP/IT-DC/2024/2292" and the BIDDER is willing to participate in the RFP as per the terms and conditions mentioned thereon;

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership company (*strike off whichever is not applicable*), constituted in accordance with the relevant law in the matter and the M/S ITI LIMITED is a PSU under the Department of Telecommunications, Ministry of Communications & IT, Government of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

- Enabling the M/S ITI LIMITED to select a BIDDER for establishing and managing the Data Center Project for ITI through the RFP in a transparent and corruption free manner, and
- Enabling BIDDERS to abstain from bribing or Indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the M/S ITI LIMITED will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact & agree as follows

1. Commitments of the M/S ITI LIMITED

- 1.1 The M/S ITI LIMITED undertakes that no official of the M/S ITI LIMITED, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly

or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The M/S ITI LIMITED will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the M/S ITI LIMITED will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the M/S ITI LIMITED with full and verifiable facts and the same is prima facie found to be correct by the M/S ITI LIMITED, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the M/S ITI LIMITED and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the M/S ITI LIMITED the proceedings under the contract would not be stalled.

3 Commitments of BIDDER

3.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

a) The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the M/S ITI LIMITED, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

b) The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the M/S ITI LIMITED or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or, execution of the contract or any

other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

- c) BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- d) BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.
- e) The BIDDER further confirms and declares to the M/S ITI LIMITED that the BIDDER is the original Selected Bidder / Project integrator for Data Center and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the M/S ITI LIMITED or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such, intercession, facilitation or recommendation.
- f) The BIDDER either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the M/S ITI LIMITED or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- g) The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- h) The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- i) The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the M/S ITI LIMITED as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- j) The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- k) The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

- l) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the M/S ITI LIMITED, or alternatively, if any relative of an officer of the M/S ITI LIMITED has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of RFP Response. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- m) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the M/S ITI LIMITED.

4 Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any 'corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5 Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the M/S ITI LIMITED to take all or any one of the following actions, wherever required: -

- a) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- b) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- c) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the M/S ITI LIMITED resulting from such cancellation/rescission.
- d) To recover all sums paid in violation of this Pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

5.2 The M/S ITI LIMITED will be entitled to take all or any of the actions mentioned above, also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the M/S ITI LIMITED to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6 Independent Monitors

6.1 The M/S ITI LIMITED appoints Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

6.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

6.4 Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of meetings.

6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the M/S ITI LIMITED.

6.6 The BIDDER(s) accept(s) that the Monitor has the right to access without restriction to all Project documentation of the M/S ITI LIMITED including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER with confidentiality.

6.7 The M/S ITI LIMITED will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

6.8 The Monitor will submit a written report to the designated Authority of M/S ITI LIMITED within 8 to 10 weeks from the date of reference or intimation to him by the M/S ITI LIMITED / BIDDER and, should the occasion arise, submit proposals for correcting

problematic situations.

7 Facilitation of Investigation

7.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the M/S ITI LIMITED or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8 Law and Place of Jurisdiction

8.1 This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the M/S ITI LIMITED.

9 Other Legal Actions

9.1 The actions stipulated 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.

10 Validity

10.1 The validity of this Integrity Pact shall be from date of its signing and extend up to the contract period with the M/S ITI LIMITED in case a contract is signed. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

11 The parties hereby sign this Integrity Pact.

M/S ITI LIMITED

BIDDER

Bangalore Plant

ITI Limited, Bangalore-560016

CHIEF EXECUTIVE OFFICER

M/s (address)

Place: Bangalore

Place:

Date:

Date:

Witnesses:

1.

1.



This section provides the outline, content and the formats that the Bidders are required to follow in the preparation of the Pre-Qualification Bid

Format 1 – Pre-Qualification Bid Letter

To,
Additional General Manager – IMM
Mailing Section, Bangalore Plant,
ITI Limited, Dooravaninagar, Bangalore-560016,
Karnataka, India.

Subject: Call for Participation: Leasing of Data Center Rack space for colocation services

Reference: “RFP RFP Ref:- ITI/BGP/IT-DC/2024/2292 Date:-07-03-2025

Sir,

We, the undersigned Bidders, having read and examined in detail all the RFP documents, do hereby propose to provide the services as specified in the RFP document number “RFP Ref.: _____ along with the following:

1. EARNEST MONEY DEPOSIT (EMD)

We have enclosed an EMD in the form of a Demand Draft for the sum of INR 5 Lakhs. (Rupees five lakh only). This EMD is liable to be forfeited in accordance with the provisions of this RFP Conditions.

2. CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed as per the provisions of this RFP Conditions.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a bid you receive.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Name

Designation

Seal Date & Business Address:

Format 2 - General Information about the Bidder

Details of the Prime Bidder (Company)			
1.	Name of the Bidder		
2.	Address of the Bidder		
3.	Status of the Company (Public Ltd/ Pvt. Ltd)		
4.	Details of Incorporation of the Company with CIN No.	Date:	
		Ref. #	
6.	GST Registration no.		
7	Permanent Account Number (PAN)		
8.	Name & Designation of the contact person regarding this tender		
9.	Telephone No. (with STD Code) / Mobile		
10.	E-Mail of the contact person:		
13.	Financial Details of last 3 financial years (as per audited Balance Sheets) (in crore)		
14.	Year	2021-22	2022-23
			2023-24
15.	Net Worth		
16.	Turn Over		

**Format 3 – Technical Bid Qualification Criteria checklist
(On bidder Letter Head)**

Sl.	Criteria	Documents to be submitted	Compliance
a.	The bidder should be a company registered under the Companies Act, 2013 since last 5 years as on 31.03.2024.	Certificate of incorporation and Self Certification of being in the Information Technology business for the last 5 years should be attached.	a.
b.	Bidder should be an established Information Technology company/ IT System Integrator and should have been in the business for a period exceeding five years as on 31.03.2024. Consortium is not permitted.	Commencement of Business Certificate, CIN, Work Orders confirming year and area of activity and Memorandum and Articles of Associations should be attached.	b.
c.	The bidder should have positive net worth and minimum turnover of Rs. 18 Lakhs on an average for last three Financial Years ending on 31.03.2024. The bidder should have been profitable for all these three financial years.	Chartered Accountant certificate for Net-worth, Turnover and PAT should be attached. Copy of the audited profit and loss account/ balance sheet/ annual report of last three financial years (up to 31-Mar-24) should be attached.	c.
d.	The Bidder should have experience of Setting up Data Center/Cloud infra/ IT Networking Infra Services/ Storage/ Backup Service / IT enabled Services such as Compute, Network, Storage integration of: - 4. One Successful Project of Rs. 48Lakhs or 5. Two Successful Projects of Rs.30Lakhs or 6. Three Successful Projects of Rs.24Lakhs each. for Govt. / Pvt. / agencies in last five years.	Copy of work completion / satisfactory certificate/ work order and client certificates should be attached. The Bidder should have Similar experience executed during the last five years as on 31.03.2024.	d.
e.	The Bidder should be an ISO Certified as below: - ISO 27001 ; ISO 9001	Valid ISO certificate shall be attached	e.
f.	The bidder must have on its roll at least 20	Certificate from bidders HR for	f.

Sl.	Criteria	Documents to be submitted	Compliance
	professionals in the area of 6. Data Center IT integrations, Data Center/Cloud Marketing, Cloud Business & Operations. 7. Worked with PSU at least 5 years 8. Hosted Public/Private cloud and managed it for 3 years in PSU 9. The bidder should have experience in managing NOC services minimum 3 years 10. The bidder should have experience in managing DC/DR setup	details of employees.	
g.	Declaration of Non- blacklisting.	Self- Declaration	
h.	MSMEs are exempted from EMD	Valid MSME certificate has to be submitted.	



Format 4 - Declaration Regarding Clean Track Record
(Bidder to provide their own format in their letterhead)



Format 5 – Declaration of Acceptance of Terms & Conditions in the RFP
(Bidder to provide their own format in their letterhead)



Format 6 – Technical Bid Letter

(Bidder to provide their own format in their letterhead)



Format 7 – Technical Solution

Presentation / Plan of Execution / Approach & Methodology

(Bidder to provide their own format in their letterhead)