



Ref: ITI/BGP/IT/Data Cetner

Dated: 19/09/2020

**Request for Proposal (RFP)
For
Marketing of Data Center Services
Being offered by ITI Data Center**

**ITI Limited,
Bangalore Plant
Doorvani Nagar, Bangalore – 560016**

Please Note:

The information provided by the bidders in response to this RFP document will become the property of the ITI Ltd and will not be returned. The ITI Ltd has reserves the right to amend, rescind or reissue this RFP document and all amendments will be advised to the bidders and such amendments will be binding on bidders.

The ITI Ltd has also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever and without any cost or compensation there for.

Disclaimer:

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by ITI Ltd or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The RFP is not an offer by ITI Ltd, however this is an invitation for bidder's responses. No contractual obligation on behalf of ITI Ltd, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of ITI Ltd and the selected Bidder.

INTRODUCTION:

ITI Limited, a Public Sector Undertaking (PSU) under Ministry of Communications & IT, Government of India, is a leading Telecom equipment manufacturer in India offering total Telecom solutions. The major supplies of equipment are to BSNL, MTNL, Defense and other PSUs (“**Customers**” of ITI). ITI has manufacturing units equipped with State-of-art manufacturing infrastructure. ITI also carries out maintenance work whenever required by the **Customers**.

OVERVIEW:

ITI is making marketing efforts for its new Datacenter (1000 Rackspace). As part of these efforts, ITI intended to intensify its marketing efforts by selecting partners through this RFP. Through this RFP, ITI invites offers from interested parties (“**Bidders**”) to address marketing of various Data Center Services listed in **Annexure I**. The interested parties are required to furnish general information as per **PART A**, eligibility information as per **PART B** and provide compliance to the technical requirements as per **PART C**.

Interested **Bidders** shall submit their offer in sealed envelope as follows:

- The envelope with Eligibility Compliance and Technical Offer shall contain the following:
 - Clause by clause compliance to **PART A** (General Requirements and Conditions) of the RFP including supporting documents.
 - Clause by clause compliance to **PART B** of the document (Eligibility Conditions) including submission of the documents sought as per clauses 1, 2, 3, 4,5,6 and 7 in **PART B**.
 - Clause by Clause compliance to **PART C** (Technical Requirements) including the supporting documents as per clauses 1, 2, 3, 4 &5.

The offer shall be sent to: Deputy General Manager (IMM)

Central Purchase

ITI Limited, Bangalore -560 016

Ph: +91 80 28503679, 9448976930, 9448190384

Email: avmurdeswar_bgp@itilttd.co.in / nagraikv_bgp@itilttd.co.in / tlatha_bgp@itilttd.co.in

Any queries or request for clarifications on the RFP may be sent to the above email ID. If the Bidder wants to visit the new Datacenter facility before submitting the quote, they can visit once with the prior permission of ITI.

PART A – General Requirements and Conditions

1	Name and Address of the Bidder .
2	Contacts:
	Telephones:
	Fax:
	E-mail:
	Mobile No:
3	Year of Establishment & Registration number of the Bidder . Provide Certificate of Incorporation.
4	Enclose details on Services/Product Profile of the Bidder .
5	Enclose action plan/ milestone for marketing of different services offered by ITI Data Center.
6	Furnish clause by clause compliance to applicable Data center Services as and when launched by the Data Center.
7	As applicable to the system mentioned above, please provide applicable quality certification, if any.
8	Provide Annual report and turnover of the company, for the financial year 201819.
9	Current Net worth of the Bidder .
10	EMD in the form of DD or Bank Guarantee for Rs.50,000/

a.

Due Diligence:

The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the Bidder's own risk and may result in rejection of the Bid and for which ITI Ltd shall not be held responsible.

- b. Period of Validity of offers: The offer shall remain valid for a period of at least 90 days from the due date of offer submission. Offers valid for a shorter period shall be rejected.
- c. 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 written in the English language.

- d. Award of Contract: ITI intends to empanel more Bidders for marketing of its Data Center products / Services. ITI shall enter into an agreement with the empanelled **Bidders** for the service contract after technical & financial qualification.
- e. Authorized Signatory: All certificates and documents received as part of the offer shall be signed by the Authorized Representative. The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the **Bidder** shall be submitted if demanded by ITI.

ITI reserves the right to suspend or cancel the RFP process at any stage, to accept, or reject any, or all offers 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.

- f. Cost of RFP: The **Bidder** shall bear all costs associated with the preparation and submission of its RFP, including cost of presentation for the purposes of clarification of the offer, if so desired by the ITI. ITI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the RFP process
- g. Earnest Money Deposit: The **Bidder** shall submit and EMD for Rs.50,000 (Rupees Fifty thousand) in the form of DD or BG to the beneficiary "ITI Limited, Bangalore". The EMD shall be placed in a separate cover along the technical bid. The technical bid of the **Bidder** will not be opened if the EMD is not submitted.
- h. The **Bidder** shall be ready to give clarifications on any part of the offer to ITI.
- i. Amendment of RFP: At any time prior to the last date for receipt of offers, ITI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective **Bidder**, modify the RFP document by an amendment. In order to provide prospective **Bidder** reasonable time in which to take the amendment into account in preparing their offers, ITI may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for RFP.
- j. Confidential: The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to ITI Ltd. ITI Ltd may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.
- k. The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with ITI Ltd or any of its customers, suppliers, or agents without the prior written consent of ITI Ltd.

l. No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Respondents and ITI Ltd until execution of a contractual agreement.

- m. Disclaimer: ITI and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI and/or any of its officers, employees.
- n. ITI reserves the right to reject any or all the tenders or to accept in part without assigning any reason therefore and ITI's decision in the matter will be final and binding on all the bidders

PARTB – Eligibility Conditions: The **Bidders** shall meet the following eligibility conditions:

1. The **Bidder** shall be a firm registered in India and should be in operation for at least last five years. The bidder shall furnish a copy of the certificate of incorporation.
2. The **Bidder** should have minimum annual turnover of Rs. 50,00,000 (Rupees Fifty Lakhs). Copies of the audited financial reports shall be submitted along with the offer.
3. The **Bidder** should not have been black listed by any State Government/ Central Government/ PSU or a Corporation or any other Autonomous Organization of Central or State Government. A Self declaration by the authorized signatory shall be submitted.

Part C: Technical Requirements: The **Bidders** shall meet the following Technical requirements:

1. **Bidder** should have experience of working for different services (Data Center Services or any other products for IT / telecommunication equipment Services/smart city projects etc.,) Documentary proof to be furnished (experience certificate or work order copy) in support of their claim. Certificate of Performance from at least one (1) Service Provider, to whom such services have been carried out, shall be submitted.
2. Bidder can invest in Hardware/Software/Applications if required by the customer and the same will be hosted in ITI Datacenter. Applications include but not limited Video conferencing, office automation, e-governance, smart city, email-solution, mobile app and any other customized software as per the requirement of the customer. For such requirements, the bidder shall work with the customer and responsible for getting the PO.

Part D: Commercial Conditions: The **Bidders** shall meet the following Commercial Conditions:

1. ITI and the selected bidder shall sign an agreement for marketing of DC services as per the RFP conditions for a period of one year or the Data center is fully occupied, whichever is earlier.

Based on the need and ITI discretion the period can be extended for one more year. However, any published tenders will be directly addressed by ITI and the opportunity will not be considered under the ensuing agreement.

2. Bidder shall use their manpower to discuss with customer to get the orders by arranging their own logistics.
3. Bidder shall discuss with the customer for getting purchase orders on nomination basis to offer the DC services listed at Annexure-1. The minimum period of the PO should be one year.
4. The rates being offered to the customer should have prior approval of ITI.
5. For the orders where there is no further investment required, the Bidder shall propose the rates as per the approval of ITI. In case of any investment is required in the process for any specific customer, the same has to be discussed with ITI in advance. If ITI is not willing to invest for the requirement, the bidder in such cases, take the responsibility for providing the required equipment and ITI shall provide only required Data Center services and the agreement shall be made accordingly.
6. If any particular customer's DC services requirement is being addressed simultaneously by more than one Bidder, then the business from the bidder whose order value is more shall be considered.
7. As ITI shall be addressing all open tenders (public & private) related to DC services, Bidder shall not claim any share on those.
8. Margin will be offered on successful completion of sales and payment will be done on back to back basis through Escrow account. Escrow account will be opened by the successful bidder by his/her own cost.
9. Fixed percentage of the Purchase order value (after all the taxes) will be given to the bidder on back to back basis through Escrow account.
10. Necessary records may be maintained as required by ITI to be made available whenever required by ITI for claiming payments from ITI.
11. The Bidders have to submit their Technical Bid to ITI. The Bids will be evaluated and the Bidders whose bids are found to be meeting the eligibility criteria will be asked to give a Technical presentation to ITI. Based on this the Bidders will be technically qualified.

Technically qualified bidders will be asked to submit their financial bid wherein the bidders will have to indicate the Margin required to be given to Bidder/bidder from ITI (i.e., the percentage of basic value of Purchase Order (excluding taxes)) obtained by the Bidder for ITI Data Center services by marketing as per the following format.

Bidder name	% of Margin for bidder

12. There will not be any other amount payable to the Bidder other than the percentage on the Purchase order basic value arranged by the Bidder. Purchase Orders materializing from the quotes that ITI has submitted earlier to this contract with the Bidder should not form part of the orders on which ITI pays margin to that Bidder.
13. In case of additional investment done by the bidder in the form of Hardware / software / Applications as per the customer requirement, the margin shall be worked out considering the investment portion. A tri-party agreement shall be with ITI, bidder and customer assigning the responsibilities of each party.
14. The performance of the Bidder shall be reviewed once in three months. The Bidder has to submit relevant details of their proposals made with the customers and their PO status.
15. ITI reserves the right to reject any or all the tenders or to accept in part without assigning any reason therefore and ITI's decision in the matter will be final and binding on all the bidders.

PRE-CONTRACT 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 "BUYER", 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 BUYER proposes to invite Request for Proposal (RFP) for selection / empanelment of technology partner for a technical tie-up with ITI LTD for the marketing / manufacturing of (*name of the product*) 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 BUYER 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 BUYER to select/ empanel a technology partner for the marketing / manufacturing of (name of the product) 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 BUYER 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 and agree as follows:

1. Commitments of the BUYER

- 1.1. The BUYER undertakes that no official of the BUYER, 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, organisation 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 BUYER 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 BUYER 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 BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER 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 BUYER 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 BUYER, connected directly or indirectly with the bidding process, or to any person, organisation 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 BUYER 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

disfavour 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 BUYER that the BIDDER is the original manufacturer/ integrator 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 BUYER 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 BUYER 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 BUYER 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 BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

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 BUYER.

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 BUYER 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 BUYER 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 BUYER 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 BUYER 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 BUYER 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 BUYER.
- 6.6 The BIDDER(s) accept(s) that the Monitor has the right to access without restriction to all Project documentation of the BUYER 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 BUYER 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 BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / 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 BUYER 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 BUYER.

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 BUYER 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.

BUYER

BIDDER

Name of the Officer.

CHIEF EXECUTIVE OFFICER

Designation

M/s..... (address)

ITI Limited (address)

Place:

Place:

Date:

Date:

Witness:

1.

1.

2.

2.

VARIOUS SERVICES OFFERED BY DATA CENTER

Co-Location Services
Dedicated Hosting Services
Managed Storage Services
Server monitoring and Management services
Managed Tape Backup Service
Network Monitoring and Management Services
Remote Infrastructure Management
Cloud Services
DR Services
Email Services
Leased rack-space

Brief Concept of some Select services

Co-Location Services

Co-Location Service is a type of service where multiple customers locate network, server and storage gear and interconnect to a variety of telecommunications and other network service providers with a minimum of cost and complexity. ITI is planning to allocate around 700 racks for collocation services.

Cloud Services

Cloud computing brings on demand computing closer to reality. It has the potential to change the way IT hardware and various applications are purchased, designed and used. With its promise of scalability and a pay-as-you-go pricing model, the primary benefit that cloud services extends to the businesses is greater business effectiveness at lower IT costs. ITI is equipped with Private, Public and Hybrid cloud services.

DR Services

In today's information economy, data is the life-blood of any organization. It is a strategic imperative to ensure clean, reliable data is available to customers and business decision-makers as and when required. This requires an organization to be disaster-ready to protect themselves from lost business, unhappy customers, lost goodwill and potentially even closure of business. In particular, IT systems that form the backbone of business information management have to be resilient enough to assure business continuity with the ability to recover quickly from any disaster – natural, technical failure or intentional attacks.

Managed Hosting Services

Managed Dedicated Hosting Service provides the server hardware & software resources on a leased model on a dedicated basis with a suit of value added services to take care of your complex compute requirements. Ideal for start-up companies, Govt. sectors, PSUs, Financial institutions, Banks, Small scale industries, entrepreneurs etc., ITI intends to allocate 300 racks towards managed services.

Email Services

Hosted Exchange Service is one of the most popular business service offered either on Public cloud or Private cloud model. Feature rich, secure & premium enterprise e-mail service on Microsoft Exchange 2013 and other platform from ITI gives you fast, reliable and spam-free email on your desktop, laptop and mobile devices without the hassle of owning and managing your own mail servers. There is no capacity limitation in this case.

Leased Rack-space

The bidder can take the racks (Multiples of 14 racks i.e. two rows) on lease basis and offer the above DC services to their customers.

(Company Letter Head)

Financial Bid

(To be submitted after ITI qualifies and informs the bidder)

(Financial bids will be opened with intimation to the Bidder)

Margin required to be given to Bidder/bidder from ITI (i.e., the percentage of basic value of Purchase Order (excluding taxes)) obtained by the Bidder for ITI Data Center services by marketing shall be indicated. Please provide the absolute figure on the margin (in %) to be offered to Bidder as per the following format.

Bidder name	% of Margin for bidder

Signature of the Bidder with Company seal

DECLARATION-CUM-UNDERTAKING

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)

To,

Deputy General Manager (IMM)
Central Purchase
ITI Limited,
Bangalore -560 016

Sub: Declaration-Cum-Undertaking regarding compliance with all statutory requirements

In consideration of ITI Ltd, a CPSE (Govt of India Undertaking) Address
(herein after referred to as — ITI which expression shall include its successors and assigns).

We, M/s....., having its Registered Office at, do hereby, having examined the RFP including all Annexure, confirm and agree to comply with all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.

We do also hereby irrevocably and unconditionally agree and undertake to save and keep the ITI , including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the ITI by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory / regulatory requirements and / or any other law for the time being in force.

Dated this _____ day of _____, 20_____ .

Place:

For M/s

.....

[Seal and Signature(s) of the Authorised Signatory (s)]