



(A Govt. of India Undertaking)  
REGD & CORPORATE OFFICE  
ITI BHAVAN, DOORAVANI NAGAR  
BENGALURU – 560016

**Request For Proposal(RFP)**

**For**

**Selection of Programme Management Unit(PMU)**

**Ref: ITI/COR/ PP/PMU/20-21/04**

**Date: 16/01/2021**

## **1. Brief about ITI and RFP Intent**

### **1.1 Introduction**

ITI Limited (“ITI”), the first CPSU of the Independent India is a manufacturer of Telecom equipment and is providing various Telecom and IT goods and services to its customers. ITI has diversified into new areas of providing end to end, infra services and turnkey solutions in the domain of IT, Telecom, IoT and Smart city for various Government / Private customers. There are many ongoing OFC infra projects, Inter City /Intra City at hand and under progress. ITI already has done many such project as MSI for Government Departments and their subsidiaries. ITI has an experience and track record to execute such projects with highest degree of efficiency and skill and earned good name to execute projects in given time lines. ITI intends to invite sealed proposals for the “Appointment of Programme Management Unit (PMU)” for monitoring and co-ordination of its various programme and project related activities. The company wishes to engage a consulting agency for various activities as defined in the scope of work initially for a period of 6 months extendable for a maximum period of three years in total with six months extension at a time or as deemed fit.

## **2. Scope of Work**

2.1 The PMU is envisaged to support for the following broad activities:

- i. PMU to provide resources as per the detailed qualification and experience mentioned in clause 2.2 to 2.6

- ii. Monitoring and tracking of the projects/activities as assigned.
- iii. Collate daily/weekly/monthly status update and reporting of key projects. Co-ordinate and plan communication with stakeholders of each project & report the status
- iv. Research (both primary and secondary) on various success stories, best practices, sector reports etc.
- v. Provide regular and sectoral insights as and when required.
- vi. Create a communication plan and design a digital strategy of communication
- vii. Any Other work as assigned by the organization

## 2.2 Resource Requirement

The total period of engagement will be for a period of 3 years from the date of issue of work order/contract/MoU or any other date communicated by ITI. ITI reserves the right not to extend the contract/MoU/work order beyond initial period of 3 years. The PMU will consist of team comprising of professionals with proven experience in various aspects of the scope of work.

- (i). PMU resources will be located preferably at New Delhi.
- (ii). The project will be reviewed by ITI on a regular basis.
- (iii). The team will consist of resources with necessary qualifications and experience as laid down in this RFP.
- (iv). The agency will undertake not to sub-contract any part of this work to third parties.
- (v). The team shall be deployed on an exclusive basis. None of the full-time team members deployed under this Project will work on any other engagement.
- (vi). The resources will be placed from the set of CVs submitted as part of response to the Bid.
- (vii). The PMU team may be augmented as required at an appropriate time in the project at the man-month rates quoted in the bid proposal for this activity.

## 2.3 Team Composition, Qualification and Experience Requirement

It is proposed to have the following team composition for the PMU:

S. No	Role	Numbers	Area of Expertise/Work Profile
1	Senior Consultant	1	Strategy & Management, Project Management, Telecommunication, Policies and Guidelines, experience with association bodies/ regulatory bodies in telecommunication sector. Experience in Public Policy and Regulatory Affairs at both Corporate and Operational Levels. Exposure to product testing and Certification, Licensing issues, Telecom Regulatory Compliances, Telecom Certifications etc. Liasoning with Govt. Departments i.e.

			DoT, WPC, TEC, TRAI, TERM Cells, WMO, MeitY, BIS etc., strategic management, research and analysis.
2	Consultant	1	Regulatory and other frameworks related experience. Excellent writing and communication skills. Exposure to telecom and Economic Policies. Experience of working with companies and drafting of legal documents including NDA, MSA, SoP, Vendor, Service, Client, Employment, Operating Construction, and IP Assignments. Experience of drafting speeches and providing data-based insights.

## 2.4 Minimum qualifications and experience

### 2.4.1 Senior Consultant

Qualification	B.E./B.Tech. or equivalent and MBA/Business Management or equivalent from recognized institution
Experience Requirement	Should have more than 10 years of overall experience. Should have relevant experience in telecommunications domain.

### 2.4.2 Consultant

Qualification	LLB from a recognized institution
Experience Requirement	Should have minimum 5 years of work experience in the relevant domain. Excellent writing skills along with experience of writing in the relevant field are desirable and shall be evaluated.

## 2.5 Working Hours

- (i) When engaged, the Consultants will observe normal working hours. However they may have to work beyond working hours as per the need of the work.
- (ii) The PMU shall ensure minimal disruption to the project, and wherever required, provide a suitable replacement for resources to minimize adverse impact on the project. Holidays as applicable are available to PMU team subject to the urgency of work. If required, ITI may ask PMU resources to come to office on weekends/Holidays.
- (iii) 12 days of leave in calendar year on pro-rata basis will be available to the consultants deployed in the PMU. Available leaves, if any, at the end of a year shall expire and will not be carried forward to the next contract year.
- (iv) The above entitlement of leaves will not be assumed as a right of a resource. Each resource is required to get his/her administrative leave approved in advance.

- (v) In case of extended break, the agency will provide alternate resources.

## 2.6 Schedule of Deliverables

The primary responsibility of the PMU would be to provide the necessary support for the activities as indicated in the Scope of Work section, to appraise the status reports periodically and monitor progress of the various activities. All deliverables will be certified by office before release of any payment. The deliverables shall include the following:

Sr. No.	Deliverable	Frequency
1	Research reports	As per requirements
2	Concept notes, articles for relevant topics	As per requirements
3	Updated data and indicators required for efficient decision making	As per requirements

## 3. Important Information:

Sr. No.	Information	Details.
1	Tender Reference	<b>ITI/COR/ PP/PMU/20-21/04</b>
2	Name of Tenderer	ITI LIMITED
3	Tender Name	RFP for Appointment of “ <b>Programme Management Unit(PMU)</b> ”
4	Date of Issue/Publishing of the RFP	16/1/2021
5	Due date for receipt of queries for Clarifications on RFP	22/01/2021
6	Last Date and Time for Submission of Bids	01/02/2021, 12:00 Hrs
7	Date and Time of Opening of Technical Bids	01/02/2021, 15:00 Hrs
8	Date and Time of Opening of Financial bid	Will be informed later
9	Bid Validity	90 days from the date of opening of financial bids

10	Attachments	Format PQ_1 to Format PQ_11, Format TQ_1 to Format TQ_8 and Format FQ_1
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## 4. Criteria for Selection & Bid Evaluation

### 4.1 Pre-Qualification Criteria

The bidders meeting the following qualification criteria will be short listed and considered for technical evaluation

S. No.	Category	Eligibility Criteria	Documents	Formats to be submitted
1	Incorporation of Firm, Legal Entity	<p>The bidder should be:</p> <ul style="list-style-type: none"> <li>• A company incorporated in India under the Companies Act, 1956 / 2013 and subsequent amendments thereto or a partnership firm registered under LLP Act, 2008 or Indian Partnership Act, 1932.</li> <li>• Registered with GST Authorities in India</li> <li>• Should have been operating for the last five years in India as on the date of publishing of tender notice.</li> </ul> <p><b>NOTE:</b> No Consortium or Subcontracting shall be allowed</p>	<ul style="list-style-type: none"> <li>• Copy of Certificate of Incorporation</li> <li>• Copy of PAN</li> <li>• Copy of Registration Certificates with the GST Authorities</li> <li>• Certified true copy of balance sheet and Profit &amp; Loss statements for last 5 years (FY 2015-16, 2016-17, 2017-18, 2018-19, 2019- 20)</li> </ul>	Format PQ_1: Incorporation of Firm, Legal Entity
2	Financial Strength	<ul style="list-style-type: none"> <li>• The bidder should have a minimum average annual turnover of INR 100 (one Hundred) crores from Consulting Services during the last three (3) audited financial Years</li> <li>• Bidder should have</li> </ul>	<ul style="list-style-type: none"> <li>• Audited financial statements for the last three financial years (FY 2017-18, 2018-19, 2019-20)</li> <li>• CA certified Provisional Audit</li> </ul>	Format PQ_2: Financial Strength and Format PQ_3: Net worth of the bidder

		net positive worth in each of the last three audited financial years	statements for FY 2019-20 may be submitted if audited statement for FY 2019-20 is not available. If selected, agency has to submit Certified true copy of Audited financial statements for FY 2019-20 by 31 <sup>st</sup> December 2020. Certificate from the Auditor or CA clearly stating the net worth (FY 2017 - 18, 2018-19, 2019-20)	
3	Criteria related to manpower Capability of Bidder	The bidder should have a team of at least 100 (one hundred) full-time Consultants on its pay roll working as Government Consultancy in India (for IT related projects including e- Governance, Program/ Project Management).	Certificate from Human Resources along with the total work experience and number of years of service with the bidder's company	Format PQ_4: Capability of the bidder
4	Criteria related to Quality of Service Delivery	The bidder should have <ul style="list-style-type: none"> <li>• ISO 9001 Certification or equivalent</li> </ul>	Copy of valid certificates issued by respective agencies in ICT or Management or Government consultancy.	Format PQ_5: Quality of Service Delivery
5	Experience of e-Governance Projects	The bidder should have completed at least 3 (three) e-Governance / ICT Consultancy projects as Consultant, each one with order value of more than INR 1 crore, with Central/State	<ul style="list-style-type: none"> <li>• Copy of Work Orders</li> <li>• Completion Certificate/ Client Certificate/Auditor Certificate (FY 2017-18,</li> </ul>	Format PQ_6: Experience of e-Governance Projects

		Government of India during the last 3 (three) years prior to bid publishing.	2018-19, 2019-20)	
6	Non-Blacklisting Clause	The Bidder should not have been blacklisted for corrupt & fraudulent practices by any Central/State Government in India as on the date of submission of	Self-Declaration by the bidder duly signed by the authorized signatory on company's letterhead.	Format PQ_7: Non-Blacklisting
7	Bid Security Declaration Form in case of micro and small Enterprise(MSE) and the firms registered with concerned ministries/Departments	The Bidder should not withdraw or modify their Bids during period of validity.	Self-Declaration by the bidder duly signed by the authorized signatory on company's letterhead.	Format PQ_8: Bid Security Declaration Form

**Note:** No consortium will be allowed to participate in the Bid and all the projects being showcased should be from single entity.

#### 4.2 Technical and Financial Bid

- (i). Bidders are hereby informed that the selection of Agency shall be on the Quality cum Cost Basis Selection (QCBS) (80:20 weightage) basis. The details of the selection process are specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the selection process shall be given and that the Authority's decisions are without any right of appeal whatsoever.
- (ii). Proposals shall be evaluated on Quality cum Cost Based Selection Process (i.e.80% weightage to Technical Proposal on Quality Based Selection and 20% weightage to financial bid). ITI shall evaluate the financial bid of only those firms who shall be declared technically qualified by qualifying marks of not less than 70%. Others price bid will be returned unopened.

##### 4.2.1 Bidder's Competence (Technical evaluation criteria)

S. No.	Evaluation Criteria	Marks	Documents	Proofs
1	Average Turnover from Consulting Services in India in last three years 1) Rs. 100+Crore: 3 Marks 2) Rs. 150+ Crore: 4 Marks	5	Audited financial statements for the last three financial years (FY 2017-18, 2018-19, 2019-20)	Format TQ_1: Turnover from Consulting Services (Refer format as PQ_2)

S. No.	Evaluation Criteria	Marks	Documents	Proofs
	3) Rs. 200+ Crore: 5 Marks			
2	Average Turnover from eGovernance/ICT Consulting Services in India in last three years 1) Rs. 50+Crore: 6 Marks 2) Rs. 70+ Crore: 8 Marks 3) Rs. 100+ Crore: 10 Marks	10	Audited financial statements for the last three financial years (FY 2017-18, 2018-19, 2019-20)	Format TQ_2: Financial Strength-eGovernance/ ICT Consulting
3	The bidder should have experience of e-Governance/ ICT consultancy projects (completed/ on-going) as Consultant, with value more than INR 2 crore, with Central/ State Government in India during the last 3 (three) years (FY 2017-18, 2018-19, 2019-20) prior to bid submission.  No. of projects: a) =2, 3 marks b) >2 and <= 5, 5 marks c) >5 and <=10, 7 marks d) >10, 10 marks	10	Copy of Work Orders Completion Certificate / Client Certificate	Format TQ_3: Experience of e- Governance Projects
4	The bidder should have experience of working as PMU with central Govt. for consulting projects (completed/ ongoing) with value of more than INR 40 lakhs during the last 3 (three) years (FY 2017-18, 18-19, 19-20) No. of projects: a) 1, 3 marks b) >1 and <= 3, 4 marks c) >3, 5 marks	5	<ul style="list-style-type: none"> <li>• Copy of Work Orders</li> <li>• Completion Certificate / Client Certificate/Auditor's certificate</li> </ul>	Format TQ_4: Experience of PMU with Central Govt.
5	Full- time Consultants on payroll, working in eGovernance/ ICT (with Central Govt / State Govt / Regional Development Authority) in India on its payroll Full-time consultants 1) = 100, 3 marks 2) >100 and <200, 4 marks	5	Certificate from Human Resources along with the total work experience and number of years of service with the bidder's company	Format TQ_5: Capability of the bidder



S. No.	Evaluation Criteria	Marks	Documents	Proofs
	3) > 200, 5 marks			
6	<p>Quality Certifications</p> <ul style="list-style-type: none"> <li>• ISO Certification or equivalent: 5 marks</li> </ul>	5	Valid Certifications as on date of the bid submission	Format TQ_6: Quality certifications (Refer format as PQ_5: Quality of Service Delivery)
7	<p>Quality of Manpower proposed for Implementation of the project</p> <p>Distribution of Marks:</p> <p>a) Sr. Consultant: 15 Marks b) Consultant: 10 Marks</p> <p><b>A. Sr. Consultant:</b> At least 10+ years' total experience, with significant experience of Telecom Sector:</p> <p>a. Experience of working with regulatory and industry telecom bodies. Experience <math>\geq</math> 6 years: 8 marks, Others: 0 b. Interview: 5 marks c. More than 12 years work experience: 2 marks, less than 12 years work experience: 0 marks</p> <p><b>B. Consultant:</b> At least 5 years of total work experience</p> <p>a. LLB from top 15 ranked law school by NIRF 2020: 2 Marks b. Interview performance of candidate: 3 marks c. Writing skill test performance: 3 marks d. Relevant Experience: 2 marks</p>	25	<ul style="list-style-type: none"> <li>• CVs for the manpower as per the given format</li> <li>• Copy of valid certificates issued by respective agencies</li> </ul>	Format TQ_7: Details of Technical manpower
8	Technical Presentation & interaction with entire team: Presentation to technical evaluation committee	35	By presentation and Interview; to judge personnel and presentation skills in	

S. No.	Evaluation Criteria	Marks	Documents	Proofs
			subject matter, analysis, methodology, comprehension, compilation, summarization, project management experience, past experience of the organization and other attributes.	

#### 4.2.2 Bid evaluation methodology

- (i). Only those proposals meeting the pre-qualification criteria as specified in bid document will be evaluated as per the parameters mentioned above.
- (ii). The technical bids shall be evaluated by a duly constituted Technical Evaluation Committee (TEC).
- (iii). If there is only one bid, ITI reserves the right to process the single bid or take recourse to the process of re-tendering.
- (iv). On request from the TEC, the bidders may have to submit additional information. However, that would not entitle the bidder to change or cause any change in the substance of the tender submitted.
- (v). During evaluation of proposals, ITI, may, at its discretion, ask the bidders for written clarification of their Technical Proposals.
- (vi). The TEC shall call the eligible bidders for a presentation of the projects handled by them and quoted here. The time limit, in which the bidders' have to submit the additional information or present their projects, will be decided by the TEC and its decision will be final in this regard. Bidders failing to adhere to the specified time limit will be rejected.
- (vii). The first process for the TEC is to examine the eligibility of the bidders as per the tender specifications. Bids of the bidders, not satisfying the eligibility criteria shall be rejected.
- (viii). Each Technical Bid will be assigned a technical score out of a maximum of 100 points. Bidders with technical score of 70% and above will qualify for the evaluation in the commercial process.
- (ix). The technical score would be normalized on a scale of 100, with highest score being normalized to 100 and the rest being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose QCBS based evaluation, explained.
- (x). 'Similar/Related nature' projects means consultancy services provided to any Department of Government of India/State/UT Government and shall include but not limited to providing consultancy services in India on technical, managerial, administrative, and financial aspects of projects.

#### 4.2.3 Technical Bid Evaluation

- (i). Each Technical Bid will be assigned a technical score (Tb) out of a maximum of 100 points. Bidders with technical score of 70% and above will qualify for the evaluation in the commercial process.
- (ii). The technical score would be normalized on a scale of 100, with highest score being normalized to 100 and the rest being awarded on a pro-rata basis. Such normalized

scores would be considered for the purpose QCBS based evaluation, explained.

(iii). The individual bidder's technical scores will be normalized as per the formula below:

$T_n = T_b / T_{max} * 100$ , where,

- $T_n$  = normalized technical score for the bidder under consideration
- $T_b$  = absolute technical score for the bidder under consideration
- $T_{max}$  = maximum absolute technical score obtained by any bidder

Minimum normalized technical score to qualify for technical evaluation is 70.

#### 4.2.4 Commercial/Financial Bid Evaluation

(i). The Commercial bids of only those bidders who qualify in the technical evaluation will be opened. All other Commercial bids will not be opened. The Commercial bids of the technically qualified bidders will be evaluated as per the evaluation criteria mentioned below:

(ii). The lowest evaluated Financial Proposal ( $F_{min}$ ) will be given the maximum financial score ( $F_n$ ) of 100 points. The financial scores ( $F_n$ ) of the other Financial Proposals will be computed as per formula for determining the financial scores given below:

$F_n = 100 \times F_{min} / F_b$ , where,

- $F_n$  = normalized finance score for the bidder under consideration
- $F_b$  = absolute financial score for the bidder under consideration
- $F_{min}$  = minimum absolute technical score obtained by any bidder

(iii). Bidder should submit financial bid as per the given format (Format FQ\_1 ) (The financial bid/quote at any other place than designated, will make the bid liable for rejection).

#### 4.2.5 Final Bid Evaluation based on QCBS

(i). Proposals will be ranked according to their combined technical ( $T_n$ ) and financial ( $F_n$ ) score using weights.

(ii). The Final Composite Score ( $S$ ) shall be computed for each firm by assigning 80% weightage to the Technical Score ( $T_n$ ) and 20% weightage to Financial Score ( $F_n$ ) using the formula given below:

$$S = T_n \times 0.8 + F_n \times 0.2 \text{ (rounded off to 2 decimal places)}$$

(iii). Bidder with the highest final composite score will be called for discussion. In case of a tie in the final composite score, the bidder with the higher Technical Score will be invited for discussion..

(iv). The bidder achieving the highest combined score will be invited for discussion. In case the Selected Bidder fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Bidder as the Selected Bidder and invite it for discussion.

(v). The selected bidder has to deploy the PMU within 7 days of finalization of contract.

## 5. Terms of Payment

### 5.1 Payment Schedule

a. Payments for Project Management Unit shall be made to the firm/agency on bimonthly basis

based on actual deployment of resources on the project. All the payments will be made on pro-rata basis for contingent on the deployment of resources. There will be no other separate payments for any resource units other than the assigned project.

- b. Release of payment will be made on bimonthly basis after approval of work plan. Work completion report must be submitted along with the approved Status Report and it should be approved by the Officer concerned for release of payment by the ITI.
- c. Pro-rated deduction may be made for the payments due to non-performance, non submission of quarterly work plan or non-availability of any of the team members.
- d. Any new/ additional item identified / to be undertaken by PMU during the course of a quarter will be added in the work plan as per the directions of the organization.
- e. Payment to PMU for the last two months of the contract period shall be released after submission of exit management plan which should be submitted at least 60 days prior to the end of the contract period or within 45 days from the effective date of the start of exit management as notified, whichever is earlier, and subject to its subsequent approval and execution of exit management plans with the new/replaced PMU . In case PMU fails to deliver its services at the end of the contract period or during exit, ITI reserves the right to withhold the payment for the last quarter of the contract period and/or recover the payment through invoking performance bank guarantee.

## 5.2 Payment Terms and Conditions

- a) All payments shall be made in Indian Rupees (INR).
- b) Applicable service tax/ GST/ any other tax would be paid as per the prevalent rates on the date of invoicing.
- c) The payment would be done at the end of every quarter in arrears on the basis of actual number of resources deployed during the period of the invoice.
- d) The bill/invoice for the services rendered must be furnished by bidder in original copies, as per the terms and conditions contained in this document.
- e) ITI shall consider and approve the invoices and the related deliverables/ milestone based on its approval process prior to release of payment

## 6. Penalty

### 6.1. Penalty for Exit/Replacement

- a) Resources once assigned for the project shall not be normally replaced during the tenure of the project. In case of any replacement of resources, the agency will make such replacement with a resource that has higher or equivalent qualification and experience and such replacement shall be with the consent and after due vetting. Further, to facilitate knowledge transfer, the consultancy organisation will ensure that there is at least a 15 days' overlap between the existing resource and the replacement resource. Any delays in the project on account of replacement of any kind shall solely be the responsibility of the consulting organisation. The decision of ITI will be final and binding in the matter of replacement of resources or placement of additional resource irrespective of the fact that a resource may be replaced by a person with higher qualification and / or experience.
- b) The replacement of resource by bidder will be allowed (with applicable penalty) only with the ITI consent . Penalty could be waived only with administrative.
- c) In case of failure to meet the standards of efficiency, cooperation, discipline, integrity and performance bidder may be asked to replace the resource without any penalty for replacement/exit.
- d) The payment for replaced resources will be made as per the man month rates quoted/agreed by the bidder. However, if the replaced resource found to be incompetent, no payment will be made. Payment for the replaced resource will take effect only from the

day of the approval from ITI.

- e) For any replacement/substitution of resources of those whose CVs have been provided along with the technical bid, the bidder shall attract a penalty amounting to 50% on man-month rates quoted in the bid proposal for this project.

## 6.2 Penalty for Absence

- a) In the case of absence (extra leaves availed than the available leaves) of a resource during project period, no payment will be made for the days a resource is absent (Per day payment will be calculated by dividing man month rate by number of working days in that month). In addition, a penalty of Rs. 5000/- per day per resource will be levied for his/her additional leaves availed, if the absence is unreasonably high which will be at the discretion of Officer designated.
- b) In the case of absence (when leaves are not authorized) of a resource during project period, no payment will be made for the days a resource is absent (Per day payment will be calculated by dividing man month rate by number of working days in that month). In addition, a penalty of Rs. 10,000/- per day per resource will be levied for his/her unauthorized absence.
- c) Penalty for leaves shall be deducted from the bimonthly bill of the PMU.

## 7. Support to be provided

- a. An office space and office facilities (work desk/chairs) for each of the resources assigned for the project.
- b. Resources will carry their own laptops preferably equipped with data cards for internet and Mobile phone with calling plans. Other peripherals like printing etc. would be provided as required.

## 8. Instructions to Bidders

### 8.1 Invitation to Bid:

- a. Bids are invited from companies/ firms to participate in this RFP for "Selection of Programme Management Unit(PMU) " who meet the minimum eligibility criteria as specified in this RFP.

### 8.2 Bid Preparation Costs

- a. The bidder shall be responsible for all costs incurred in connection with participation in this RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by the ITI to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.
- b. ITI shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### 8.3 Authentication of Bid :

- a. A bid should be accompanied by a power-of-attorney in the name of the signatory of the bidder.

### 8.4 Bid Submission

- a. ITI's RFP document can be downloaded from ITI web site www.itilttd.in or CPP portal www.eprocure.gov.in The hard copy of the RFP document is not available for sale by ITI.
- b. Bid document fee of Rs. 3,000 (Rs Three Thousand Only) plus GST @18% (Total Rs. 3,540) shall be payable with the bid. This shall be submitted as a Demand Draft or Pay Order drawn from a Scheduled Bank/Post Office in favor of ITI Limited, Dooravani Nagar, Bangalore - 560016, along with the bid document.
- c. The bid document fee is non-refundable.
- d. Bid shall be valid for at least 90 days from the date of Bid opening.
- e. **Bid Security Declaration Form Format PQ\_8** need to be submitted .
- f. The **successful bidder** shall submit a Performance Bank Guarantee (PBG) from a Scheduled Bank to ITI for an amount equal to 3% of the total bid value of Three Years. Such PBG must be valid for the entire project period .The PBG should be submitted within 15 days from the date of ITI's requisition (LOI). The validity of the PBG shall be extended in case of the extension of original delivery time lines of the project.
- g. Bids in prescribed forms shall be submitted in two separate sealed covers as per clause 8.5 with the RFP reference and name of the work super-scribed and submitted to;

Additional General Manager (Corporate Planning),  
ITI Bhawan(ITI Corporate Office)  
ITI Limited,  
Doorvani Nagar,  
Bangalore-560016. Ph: +91-9447963602  
Email: pp\_crp@itilttd.co.in

## 8.5 Bid Submission:

This is a Single stage two envelop bid system and shall consist of two covers as below. **Both** Technical and Financial Bid covers should be inserted in a single cover. The Main cover should be written with, The ITI RFP No. , Full company name, Bidder's Address and Contact No.

### 8.5.1 Envelope-I [Technical Bid]

It will have the full name, address of the Bidder and of the authorized agent delivering the RFP at the bottom left hand corner of the sealed cover. The cover shall consist of the following:

- a. Cover note by the Bidder indicating name of the Company, address, communication details (like, mobile numbers, land line numbers, fax numbers, e-mail ids for correspondence), name and designation of the Bid submission authority etc.)
- b. Copy of ITI's RFP document signed by the authorized person of the Bidder at bottom of each page of the RFP document as an acceptance for having read and understood the RFP.
- c. Power of attorney in the case of authorized representative having signed the RFP.
- d. Bid document fee of Rs. 3,540/- (Rs Three Thousand Five Hundred Forty Only) submitted as DD/ Pay Order drawn any Scheduled Bank or Post Office. This fee will be non-refundable.
- e. GST Registration document
- f. All signed Documents as proof of meeting eligibility conditions and satisfying the claimed Qualitative and Quantitative credentials.
- g. Signed Documents of Pre-Qualifications from Format PQ\_1 to Format PQ\_11 , Technical-Qualifications from Format TQ\_1 to Format TQ\_8
- h. Bid security Declaration document Format PQ\_8 dully signed by the authorized signatory.

### 8.5.2 Envelope - 2 [Financial BID]

Financial Bid shall consist of financial bid as per the given format **Format FQ\_1**. The financial bid/quote at any other place than designated, will make the bid liable for rejection.

### 8.6 The last date/time for bid submission is 01.02.2021, 12:00 Hrs.

- a. Bids received after the above bid submission date/time will be rejected.
- b. Bidders desirous of having clarifications on the ITI's RFP, may send their queries through email to: pp\_crp@itilttd.co.in. Please refer important information at clause-3 for detailed time schedule related to this RFP.
- c. The Bids will be opened at the following address.

Additional General Manager (Corporate Planning),  
1<sup>st</sup> Floor, ITI Bhawan(ITI Corporate Office)  
ITI Limited,  
Doorvani Nagar,  
Bangalore-560016. Ph: +91-9447963602  
Email: pp\_crp@itilttd.co.in

- d. On the Bid opening day, only technical bids will be opened. The Bidders who are desirous of attending bid opening shall inform ITI in writing and a maximum of two persons from a Bidder are allowed to attend the Bid opening.
- e. Letter of authority from the Bidder authorizing the persons to attend the Bid opening shall be submitted by such person(s).
- f. All Bidders are required to be ready with their presentation regarding details of schedule of work execution & completion at ITI Corporate Office for which scheduled date will be informed later.
- g. Bids without Bid security Declaration Form or other technical compliances as required in this RFP will be rejected.
- h. The date for opening the financial bids will be communicated to all technically qualified and eligible bidders separately.
- i. The address for all correspondences regarding this RFP is given below:

Additional General Manager (Corporate Planning),  
ITI Bhawan(ITI Corporate Office)  
ITI Limited,  
Doorvani Nagar,  
Bangalore-560016. Ph: +91-9447963602  
Email: pp\_crp@itilttd.co.in

- j. The offers prepared by the Bidders and all the correspondences and documents relating to the offers submitted/exchanged by the Bidder, shall be written in English language.
- k. ITI reserves the right to suspend or cancel the RFP process at any stage, or 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 and the same shall be published in the ITI website or intimated through email.
- l. The Bidder shall bear all costs associated with the preparation and submission of its RFP, including cost of presentation for the purpose of clarification of the offer, if so desired by ITI.
- m. 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 the prospective bidders, modify the RFP document by an amendment. In order to provide reasonable time in which to take the amendment into account in preparing their offers, ITI may, at its 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.

- n. If the last day for bid submission is declared as a holiday, the bid will be opened at the same time on the next working day.
- o. 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



## **FORMATS: PRE-QUALIFICATIONS (PQ)**

### **1. Format PQ\_1: Incorporation of Firm, Legal**

Entity Required documents:

- Copy of Certificate of Incorporation
- Copy of PAN
- Copy of Registration Certificates with the GST Authorities
- Certified true copy of balance sheet and Profit & Loss statements for last 5 years (FY 2015-16, 2016-17, 2017-18, 2018-19, 2019-20)

## 2. Format PQ\_2: Financial Strength

Required document: Audited financial statements for the last three financial years (FY 2017-18, 2018-19, 2019-20)

(Certificate from the Statutory Auditor\*)

Sr. No	Particulars	Details to be furnished
	Turnover of Bidder in consultancy business from Indian Operations (in Rs. crore)	
a)	FY 2017-18	
b)	FY 2018-19	
c)	FY 2019-20	

This is to certify that.....(name of the Bidder) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm with date:

(Signature, name and designation of the authorized signatory)

\*In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

### 3. Format PQ\_3: Net Worth of the Bidder

Required document: Certificate from the Statutory Auditor or the Chartered Accountant clearly stating the net worth

(Certificate from the Statutory Auditor\*)

Sr. No	Particulars	Details to be furnished
	Net worth (in Rs. crore)	
a)	FY 2017-18	
b)	FY 2018-19	
c)	FY 2019-20	

This is to certify that \_\_\_\_\_ (Name and address of the bidder) has a net worth as shown above against the respective years. The net worth shall mean (Subscribed and Paid up Equity +Reserves) less (Revaluation Reserves + miscellaneous expenditure not written off).

Name of the chartered accountant/ audit firm:

Seal of the audit firm with date:

(Signature, name and designation of the authorized signatory)

\*In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

#### 4. Format PQ\_4: Capability of the bidder

Required document: Certificate from appropriate authorized signatory along with the total work experience and number of years of service with the bidder's company

(On company's letterhead)

To,

<<Officer to be named>>, ITI

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the Document for <name of the document>. I hereby declare that my company <name to be specified by bidder> has <number to be defined by bidder> technically qualified full- time Consultants working in Government Consultancy in India on its payroll as on 30<sup>th</sup> September 2020. Details of the employees are:

S. No	Name of the employee	Designation	Total work experience Work	Experience with the firm (in years)

Yours faithfully,

(Signature, name and designation Human Resources Signatory)

(Name and seal of the Bidder)

**5. Format PQ\_5: Quality of Service Delivery**

Required documents:

- ISO 9001 Certification or equivalent

(Copy of valid certificates issued to the bidder by respective agencies)

## 6. Format PQ\_6: Experience of e- Governance Projects

(On company's letterhead)

To,  
<<Officer to be named>>, ITI

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the Document for <name of the document>.

I hereby declare that below are the details regarding relevant work that has been taken up by our company.

NOTE: To be filled separately for each project undertaken

Assignment name:	Approx. value of the contract: INR
Country: Location within country:	Duration of assignment (Months):
Name of Client:	Start Date: Completion Date:
Description of Project:	
Description of actual services provided by the company:	
Copy of Work order / Purchase order / Contract for the project	
Completion Certificate from Client/Completion or ongoing status Certificate from Statutory Auditor or CA	

Yours faithfully,

(Signature, name and designation of the authorized signatory)  
(Name and seal of the Bidder)

## 7. Format PQ\_7: Non-Blacklisting

(On company's letterhead)

Date:

To,

<<Officer to be named>>, ITI

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the Document for <name of the document>.

I/ We hereby declare that presently our Company/ firm \_\_\_\_\_ is having unblemished record and is not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU.

We further declare that presently our Company/ firm \_\_\_\_\_ is not blacklisted and not declared ineligible for reasons other than corrupt and fraudulent practices by any State/ Central Government/ PSU on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)

**8. Format PQ\_8: Bid Security Declaration Form**

Date: \_\_\_\_\_  
\_\_\_\_\_

Tender No.

To (insert complete name and address of the purchaser) I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)  
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration) Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)



## 9. Format PQ\_9: PRE-CONTRACT INTEGRITY PACT

### PRE-CONTRACT INTEGRITY PACT

(To be executed on plain paper and submitted along with Technical Bid/ RFP Documents. To be signed by the bidder and same signatory Competent/ Authorized to sign the relevant contract on behalf of the ITI Ltd).

RFP No.....

This Integrity Pact is made on .....day of .....2020

BETWEEN:

ITI Limited, .....having its Registered & corporate office at ITI Bhavan, Dooravaninagar, Bangalore – 560016 India, and established under the Ministry of Communications & IT, Government of India (hereinafter called the Principal), which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman & Managing Director, Directors, Officers or any of them specified by the Chairman & Managing Director in this behalf and shall include its successors and assigns) ON THE ONE PART

AND:

M/s ..... represented by .....Chief Executive Officer (hereinafter called the bidder(s)/Contractor(s)), which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the bidder/contract ON THE SECOND PART.

#### **Preamble**

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

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

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

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

#### **SECTION 1 – COMMITMENTS OF THE PRINCIPAL**

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a. No employee of the Principal, personally or through family members, will in connection with the RFP for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.

b. The Principal will, during the RFP process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the RFP process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/ additional information through which the bidder(s) could obtain an advantage in relation to the RFP process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons. If the principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Actor if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

#### **SECTION 2 – COMMITMENTS OF THE BIDDER / CONTRACTOR**

2.1 The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the RFP process and during the execution of the contract.

- a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the RFP process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever (during the RFP process or during the execution of the contract).
- b. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- c. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the agents /representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- d. The Bidder(s) f Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- e. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
- f. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

### **SECTION 3 – DISQUALIFICATION FROM RFP PROCESS & EXCLUSION FROM FUTURE CONTRACTS**

If the Bidder(s)/Contractor(s), during RFP process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/Contractor(s) from the RFP process.

If the Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future RFP/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.

The Bidder(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice. A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.

The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s) shall be final and binding on the Bidder(s)/Contractor(s), however the Bidder(s)/Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.

On occurrence of any sanctions/ disqualifications etc. arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not entitled for any compensation on this account.

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

### **SECTION 4 – PREVIOUS TRANSGRESSION**

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

4.2 If the Bidder(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the RFP process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the above and shall be liable for compensation for damages as per Section- 5 of this Pact.

### **SECTION 5 – COMPENSATION FOR DAMAGE**

5.1 If the Principal has disqualified the Bidder(s)/Contractor(s) from the RFP process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.

5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the

contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

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

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

6.2 The Bidder(s)/Contractor(s) undertakes to get this Pact signed by its subcontractor(s)/sub- vendor(s)/ associate(s), if any, and to submit the same to the Principal along with the RFP document/contract before signing the contract. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its subcontractors/ sub-vendors / associates.

6.3 The Principal will disqualify from the RFP process all bidders who do not sign this Integrity Pact or violate its provisions.

#### **SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S)/CONTRACTORS**

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

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

8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.

8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.

8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within ..... to ..... weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

8.7 The word 'Monitor' would include both singular and plural.

8.8 Details of the Independent External Monitor appointed by Principal at present is furnished below:

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

#### **SECTION 9 - FACILITATION OF INVESTIGATION**

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

#### **SECTION 10 - LAW AND JURISDICTION**

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

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

**SECTION 11 – PACT DURATION**

This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/ guarantee period of the project /work awarded, to the fullest satisfaction of the Principal.

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

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

**SECTION 12 - OTHER PROVISIONS**

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

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

12.3 If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.

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

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

12. 6 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

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

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....  
Name Designation.

.....  
Name Designation.

Witness:

- 1. ....
- 2. ....

- 1. ....
- 2. ....

**10. Format PQ\_10: BID FORM**

RFP No.

Dated

To

Additional General Manager  
ITI Limited,  
(Registered & Corporate Office) ITI Bhavan,  
Doorvaninagar , Bengaluru – 560 016. Dear Sir,

- 1. Having examined the conditions of contract and specifications including addenda Nos. the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver ..... in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
- 2. We undertake, if our Bid is accepted, to commence deliveries as per the schedule given as

part of this tender.

3. If our Bid is accepted, we will obtain the performance guarantee from a Scheduled Bank mentioned as mentioned in the RFP.
4. We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly prepared and submitted in the relevant sections of e- bidding portal as to prevent any subsequent alteration and replacement. Also pricing details / information is not made available in the technical section of e-bidding portal.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.
8. We understand that the Bid document so submitted is the true copy of ITI tender documents available on ITI website [www.itilttd.in](http://www.itilttd.in). Any deviation will result in the rejection of the bid.

Dated this .....day of            2020

Name and Signature -----

In the capacity of

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

Witness: .....

Address: .....

Signature

## 11. Format PQ\_11 : NON DISCLOSURE AGREEMENT

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

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

1. Definition of Confidential information. For purpose of this Agreement, “Confidential Information” shall include all information or material that has or could have commercial value or

other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information

2. Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is enclosed by Receiving Party with Disclosing Party's prior written approval.

3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required. Receiving Party shall not without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, Tenders and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

4. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party send Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

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

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

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

Signature  
(Name)

Signature  
(Name)

Date Date

### FORMATS: TECHNICAL QUALIFICATION(TQ) EVALUATION

#### 1. Format TQ\_1: Turnover from Consulting Services

Required document: Audited financial statements for the last three financial years (FY 2017-18, 2018-19, 2019-20)

(Certificate from the Statutory Auditor\*)

Sr. No	Particulars	Details to be furnished
	Turnover of bidder in consultancy business from Indian Operations (in Rs. crore)	
a)	FY 2017-18	
b)	FY 2018-19	
c)	FY 2019-20	

This is to certify that .....(name of the Bidder) has received the payments shown above

against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm with date:

(Signature, name and designation of the authorized signatory)

\*In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.



## 2. Format TQ\_2: Financial Strength-eGovernance/ICT Consulting

Required document: Audited financial statements for the last three financial years (FY 2017-18, 2018-19, 2019-20)

(Certificate from the Statutory Auditor\*)

Sr. No	Particulars	Details to be furnished
	Turnover of Consultant in consultancy business (in Rs. crore) Turnover of agency in consultancy business (in Rs. crore) from eGovernance/ICT Consulting Services in India in last three years	
a)	FY 2017-18	
b)	FY 2018-19	
c)	FY 2019-20	

This is to certify that ..... (name of the Bidder) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm with date:

(Signature, name and designation of the authorized signatory)

\*In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

### 3. Format TQ\_3: Experience of e- Governance Projects

To,

(On company's letterhead)

<<Officer to be named>>, ITI

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the Document for <name of the document>.

I hereby declare that below are the details regarding relevant work that has been taken up by our company.

NOTE: To be filled separately for each project undertaken

Assignment name:	Approx. value of the contract: INR
Country: Location within country:	Duration of assignment (Months):
Name of Client:	Start Date: Completion Date:
Description of Project:	
Description of actual services provided by the company:	
Copy of Work order / Purchase order / Contract for the project	
Completion Certificate from Client/Completion or ongoing status certificate from CA/Statutory auditor.	

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)

**4. Format TQ\_4: Experience of projects related to PMU at Central Govt.**

(On company's letterhead)

To,

<<Officer to be named>>, ITI

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the Document for <name of the document>.

I hereby declare that below are the details regarding relevant work that has been taken up by our company

NOTE: To be filled separately for each project undertaken

Assignment name:	Approx. value of the contract: INR
Country: Location within country:	Duration of assignment (Months):
Name of Client:	Start Date: Completion Date:
Description of Project:	
Description of actual services provided by the company:	
Copy of Work order / Purchase order / Contract for the project	
Completion Certificate from Client/Completion or ongoing status certificate from CA/Statutory auditor.	

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)

## 5. Format TQ\_5: Capability of the bidder

Required document: Certificate from appropriate authorized signatory along with the total work experience and number of years of service with the bidder's company  
(On company's letterhead)

Date:

To,  
<<Officer to be named>>, ITI

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the Document for <name of the document>.

I hereby declare that my company <name to be specified by bidder> has <number to be defined by bidder> technically qualified full-time Consultants on payroll, working in eGovernance (with Central Govt / State Govt) in India as on 30<sup>th</sup> September 2020.

Details of the employees are:

Sr. No	Name of the employee	Designation	Total work experience Work	Experience with the firm (in years)

Yours faithfully,

(Signature, name and designation of the HR)

(Name and seal of the Bidder)

## **6. Format TQ\_6: Quality Certifications**

Required documents:

- ISO 9001 Certification or equivalent

(Copy of valid certificates issued to the bidder by respective agencies)

**7. Format TQ\_7: Details of Technical manpower**

Technical Key Professional Staff

Sl. No.	Name	Position	Role in the Project
1			
2			

The bidder shall provide the profiles of the proposed resources in the following format. Bidder must ensure submission of individual format (table) for each of the proposed resources.

## 8. CV Format

1. <b>Proposed position</b>					
2. <b>Name of the Consulting firm</b>					
3. <b>Name of the Staff</b>					
4. <b>Date of Birth</b>					
5. <b>Education</b>	<b>S. No.</b>	<b>Degree Obtained</b>	<b>% of marks/CGPA (specify scale of computation)</b>	<b>Institution</b>	<b>Dates</b>
6. <b>Membership of Professional Associations &amp; Societies, If Any</b>					
7. <b>No. of Years of Experience</b>					
8. <b>Summary of Key trainings and Certifications</b>					
9. <b>Language proficiency</b>	<b>S. No.</b>	<b>Languages</b>	<b>Speak</b>	<b>Read</b>	<b>Write</b>
10. <b>Employment</b>	<b>From</b>	<b>To</b>	<b>Company</b>	<b>Position held</b>	
11. <b>Highlights of assignments handled and significant accomplishment.</b>					
12. <b>Certification:</b>					
<p><b>I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.</b></p> <p><b>Signature of candidate</b></p>					

## 9. Format TQ\_8: Quality of proposal (Approach and Methodology)

Technical approach, methodology and work plan are key components of the Technical Proposal.

You are suggested to present Approach and Methodology divided into the following sections:

- Understanding of the project
- Potential initiatives given the priorities
- Technical Approach and Methodology
- Proposed work plan

**Technical Approach and Methodology:** You should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

**Proposed work plan:** The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports to be delivered as final output, should be included here.

\* Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Purchaser approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase. Duration of activities shall be indicated in the form of a bar chart.



## FORMAT: FINANCIAL QUALIFICATION (FQ) EVALUATION

### 1. Format FQ\_1: Financial Quote

S.No	Description	Amount in Lakhs
1	Financial Cost including all taxes, Cess, Levies and duties etc for Six Months period. Payment to be paid bi-monthly as per terms of payments in clause-5.	