

**ITI LIMITED**  
(A Govt. of India Undertaking)



**TENDER**

**DOCUMENT FOR**

**Design, Development, Testing, Implementation and  
Maintenance of Enterprise Solution for a Government  
Office in New Delhi**

**Tender Notice No: ITI/RODEL/2k21/IT/01 Date: 17.06.2021**

Depy. General Manager  
ITI Limited, MSP-Delhi  
201-202 Rohit House  
3, Tolstoy Marg, New Delhi-110001  
Phone: (011)-23317195  
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## ITI LIMITED

(A Govt. of India Undertaking)  
Depy. General Manager ITI Limited,  
MSP-Delhi 201-202 Rohit House 3,  
Tolstoy Marg, New Delhi-110001  
Phone: (011)-23317195  
Email: namita\_mspnz@itilttd.co.in

### TENDER NOTICE

Tender Notice to: **ITI/RODEL/2k21/IT/01**

Date: 17.06.2021

ITI Limited invites ONLINE bid in TWO COVER SYSTEM (Technical & Financial) from eligible bidders which must be valid for a minimum period of 180 days from the date of bid opening for following items:

Scope of Work	Design, Development, Testing, Implementation and Maintenance of Enterprise Solution for a Government Office in New Delhi
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Interested parties may view and download the tender document containing the detailed terms & conditions at free of cost from the websites [CPP Portal](#) OR <http://itilttd.in>

**The ONLINE bid is to be submitted in a sealed cover over the mail having subject “Bids for Design, Development, Testing, Implementation and Maintenance of Enterprise Solution for a Government Office in New Delhi ” to services\_dli@itilttd.co.in**

**The helpdesk nos. for bidding:**

- Shri Prashant Kumar: +91-99100-48364**
- Shri Abhay Sharma: +91-78274-50462**

M/s ITI Limited

  
DGM MSP Delhi  
ITI Limited



**Subject: Expression of Interest (EoI) for Design, Development, Testing, Implementation and Maintenance of Enterprise Solution for a Government Office in New Delhi**

We as a Govt. of India Undertaking organization under the Ministry of Communication & IT engaged in ICT business along with other diversifying business areas.

This EOI/RFP/Tender is aimed at identifying suitable Commercial Organization as a ‘System Integrator’ having adequate strength in the above field.

The ‘System Integrator’ (SI) shall act as a OEM/System Integrator of ITI to execute the project in India. All mission critical activities would be managed and supervised by ITI through its experienced Managers and qualified Professionals in the respective areas.

With this vision and commercial objective, sealed bid is invited for the above mentioned work. The Sealed Technical and Financial proposal under Two Cover-System may be submitted by the Bidder(s). It is must for the bidders to meet the Eligibility Criteria as mentioned in the EoI/RFP/Tender document.

The interested parties may collect the EoI/RFP/Tender document upon submission of EoI/RFP/Tender Document Cost to ITI by person or the same can be downloaded from the website and the said cost may be submitted along with the bid at the time of submission of offer.

Few important points & timelines are being furnished hereunder.

Sl. No.	Important Points / Timelines	Details
1	<b>EoI/RFP/Tender Enquiry Authority</b>	Depy. General Manager 201, 202 Rohit House, 3 Tolstoy Marg New Delhi- 110001 Ph: (011)- 23317195 Namita_mspnz@itilttd.co.in
2	<b>Contact Person for the clarification of EoI/RFP/Tender Document</b>	Shri Prashant Kumar, Chief Manager Contact: +91-99100-48364 Shri Abhay Sharma Contact: +91-78274-50462
3	<b>Tender Type (Open/Limited)</b>	Limited – For ITI Empanelled Vendors only
4	<b>No. of Cover/Packet</b>	Two Cover System
5	<b>Tender Category (Goods/Services/Works)</b>	Works
6	<b>Payment Mode (Online/Offline)</b>	Online RTGS/ NEFT Bank: Bank of Baroda, KG Marg MICR: 110012021 IFSC: BARB0CURZON Acc. No.: 06230500000010
7	<b>EoI/RFP/Tender Document Cost (inclusive of GST)</b>	₹
8	<b>EMD Amount</b>	Rs. 5,00,000
9	<b>Estimated Value of Enquiry</b>	-----
10	<b>Due Date, Time &amp; Place for Sale of EoI/RFP/Tender Document</b>	22.06.2021; 10:00 a.m.
11	<b>Due Date, Time &amp; Place for Submission of Bid</b>	22.06.2021; 10:00 a.m.

12	<b>Due Date, Time &amp; Place for Opening of Technical Bid</b>	22.06.2021; 03:00 p.m.
13	<b>Due Date, Time &amp; Place for Opening of Financial Bid</b>	Will be intimated

In order to get the clarity of the scope of work / terms & conditions, the bidders are requested to go through the whole EoI/RFP/Tender document and other project related requirements carefully. An explicit understanding of the requirement is rather essential for arriving at commercial assessment by the prospective bidders.

The selected bidder who is to play the role of a 'System Integration Associate (SIA)' has to enter in to a Contract with ITI Limited to forge a case-specific business alliance (under sole investment business modal) for arranging the requisite bidding inputs.

This EoI/RFP/Tender is being issued with no financial commitment and the response to this EoI/RFP/Tender shall not be assumed as mandatory for short listing of the vendor for giving the work.

**Depy. General Manager**  
**MSP-Delhi**

**Note:- This is a Limited tender applicable for Empanelled Vendors of ITI only which has been done through ITI's open "EOI for Empanelment of ITiS Providers" vide EOI no. ITI/CORP-CM-ITiSP dated 01.06.2020. In case, a new vendor wishes to participate in this tender, they can enroll themselves by submitting their technical and financial credentials through ongoing open Expression of Interest (EOI) No. ITI/CORP/MKTG/Empanelment dated 06.03.2021 published in ITI website and captioned as "EOI for Empanelment of Vendors". In both the cases, the bidder should have signed a Teaming Agreement with ITI Limited as on the date of publication of this Tender/EOI**

### **Project Background:**

ITI Limited (ITI) is a Public Sector Undertaking which functions under the aegis of The Ministry of Communications and IT, Government of India.

We at MSP-Delhi (which is part of the Corporate Marketing Department located at Bangalore) are engaged in the business of Telecom / ICT and e-Governance projects implementation, Supply of Hardware and Software and the services related with these items.

ITI is interested in addressing some of the prospected business opportunities where it is strongly positioned by virtue of its 'PSU Status', proven 'Project Management Capabilities' and rich Relevant- Experience. ITI is looking for business association from reputed System Integrators/ OEMs who can assist ITI to win the business and ultimately help ITI in the execution of the project.

The objective of this Invitation for submission of bid is to identify a System Integration Associate (SIA) to address a particular 'Business Opportunity' / a kind of 'Business Opportunity' which has emerged or under process to emerge from a client for the implementation of a project in Government Domain. The prospective customer has already published/disclosed its broad requirement through an Invitation for EoI/RFP/Tender/e-Mail/Discussions which is to be responded with the submission of Techno-commercial Proposal / Bid in due course of time.

The selected bidder who is to play the role of a 'System Integrator' has to enter in to a contract with ITI Limited to forge a case-specific business alliance for addressing the opportunity.

During the bidding process, the vendor is supposed to provide the requisite Techno-commercial inputs to ITI as per the Requirements/Specifications/Expectations/Scope of Work of the prospective customer to win a commercial-favour in terms of award of order to ITI. The name of the end-customer and other finer details of the Projects would be shared with the selected bidder prior to the actual bidding to be done by ITI.

In the event of the award of an order to ITI, the selected business associate would act as a SI/ Vendor to implement the project for which a separate 'Purchase Order' would be placed on the selected SI.

**Eligibility Criteria of the Bidders:**

The bidders are to fulfill the following eligibility criteria **and submit documentary proof in this regard :**

Sl. No.	Eligibility Criteria		Documents
1	General	This is a Limited tender applicable for Empanelled Vendors of ITI only which has been done through ITI's open "EOI for Empanelment of ITiS Providers" vide EOI no. ITI/CORP-CM-ITiSP dated 01.06.2020. In case, a new vendor wishes to participate in this tender, they can enroll themselves by submitting their technical and financial credentials through ongoing open Expression of Interest (EOI) No. ITI/CORP/MKTG/Empanelment dated 06.03.2021 published in ITI website and captioned as "EOI for Empanelment of Vendors". In both the cases, the bidder should have signed a Teaming Agreement as on the date of publication of this Tender/EOI	Teaming Agreement
		The bidder must not be BLACK LISTED by any Govt. department/ PSU (State or Central)/ Autonomous Institution. <b>(Declaration on letterhead required as per Annexure-C)</b>	Undertaking
		The Bidder should be a Company Incorporated in India/Indian registered Firm/Limited Liability Partnership (LLP) engaged in the job of Software Development for Minimum of 10 years as on 31 <sup>st</sup> March, 2021.	Certificate of Incorporation
2	Technical Capabilities	The bidder must have during last 5 years' experience of having successfully designed, developed, tested, implemented & maintained at least 3(Three) similar Enterprise Solution costing not less than 30 lakh each in Central/ State Govt. department Autonomous Bodies/ Public Sector Undertakings/ Reputed Private organizations/ Reputed Financing Companies/ Banks in India.	Experience Certificate/ WO/ Completion Certificate
		The Bidder should have minimum average annual turnover of Rs. 150 Lakh in the last three financial years i.e., 2017-18, 2018-19, 2019-20.	Balance Sheet
		The bidder must submit certain declarations as per <b>Annexure-D</b> without which bid would not be considered for evaluation.	Undertaking
3	Local Presence	The bidder should have a team of at least 20 Regular Employees working in Software Development.	Undertaking
		The bidder should have at least 30 Regular Employees	Undertaking

### **General Terms and Conditions of EoI/RFP/Tender:**

The prospective bidders are advised to study the EoI/RFP/Tender document carefully. Submission of your offer/bid shall be deemed to have been done after careful study and examination of the EoI/RFP/Tender with full understanding of its implications. Failure to furnish all information required in the EoI/RFP/Tender Document or submission of an offer/bid not substantially responsive to EoI/RFP/Tender in every respect will be at the Bidder's risk and may result in its outright rejection.

The Bidder shall bear all costs associated with the preparation and submission of its Bid, including cost of presentation for the purposes of clarification of the Bid, if so desired by ITI Limited. In no case, ITI would be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering Process. ITI reserves the right, not an obligation, to carry out the capability assessment of the Bidder(s). This right inter alia includes seeking Technical-Demonstrations, Presentations, Proof of Concept and Live-site visits etc.

1	<b>Empanelled Vendor of ITI</b>	Only ITI Empanelled Vendor (vendors who have signed the Empanelment Agreement <b>with ITI on or before the submission of the tender/bid/proposal</b> )
2	<b>Non-transferable Offer</b>	This EoI/RFP/Tender document is not transferable. Only those, who have purchased this offer document, are entitled to quote.
3	<b>Only one Proposal</b>	The Bidder should submit only one Bid/Offer/Proposal. If the Bidder submits or participates in more than one proposal, such proposals shall be disqualified.
4	<b>Language of the Bid</b>	All information in the Bid, correspondence and supporting documents, printed literature related to the Bid shall be in English. Failure to comply with this may disqualify a Bid. In the event of any discrepancy in meaning, the English language copy of all documents shall govern.
5	<b>Clarification and Amendment in Tender</b>	At any time before the submission of Proposals, ITI may amend the EoI/RFP/Tender document by issuing an addendum / corrigendum in writing or by standard electronic means. The addendum / corrigendum shall be sent to all contenders and will be binding on them. The Bidders shall acknowledge receipt of all amendments. To give bidders reasonable time in which to take an amendment into account in their Proposals ITI may, if the amendment is substantial, extend the deadline for the submission of Proposals.
6	<b>Amendment to Bid</b>	At any time prior to the deadline for submission of bids, the bidder may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, submit the Revised Financial Bid.
7	<b>Modification and Withdrawal of Bid</b>	No bid may be withdrawn or modified in the interval between the bid submission deadline and the expiration of the bid validity period specified in Bid documents. Modification or Withdrawal of a bid during this interval will result in the forfeiture of its bid security.
8	<b>Validity of Offer</b>	The offer should be valid for a minimum period of <b>6 months</b> from the date of submission. The Bids valid for a period shorter than specified period shall be rejected.
9	<b>Prices</b>	The prices quoted by the Bidder shall be FIRM during the performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and



		rejected.
10	<b>Deviation Clause</b>	No Deviation from Specifications, Terms & Conditions of the tender is allowed. Quotations having deviation from our specifications, standard terms & conditions would be liable to be rejected.
11	<b>Taxes and duties</b>	The taxes and duties are to be clearly mentioned, if any.
12	<b>Delivery schedule</b>	Sign Off/ Installation of final version/ Legacy data/ migration/ training/ Go Live in 310 Days
14	<b>Payment Terms</b>	<p>a) Payment shall be released to the vendor on back-to-back basis and on pro rata basis after ITI has received its payment after the submission of necessary document like Vendor Invoice, receipt acknowledgement of goods by end user etc.</p> <p>b) Other Direct Expenses will be deducted from the payment of the vendor. Expenses like cost incurred by ITI towards EMD/PBG/BG/SD processing.</p> <p>c) The payment shall be done on the basis of actual supply/installation of requirements as certified by the end customer.</p> <p>d) No advance payment will be made during the execution of the project. In case ITI receives any advance payment, the same may be released to the vendor after submission of equivalent amount of Additional BG valid till the completion of obligation for which payment has been released by the end customer.</p>
15	<b>Warranty and Comprehensive Annual Maintenance Contract (CAMC)</b>	<p>a) Technical Support (D) Onsite will be (Live + 12 Months)</p> <p>b) Warranty Support (D1) Onsite will be (Live + 12 Months)</p> <p>c) The Annual Maintenance Contract (AMC) shall be initially valid for a D1+ 36 months, which can further be extended on mutual terms (if applicable)</p>
16	<b>Liquidated Damages (LD)</b>	Liquidated Damages shall be levied on back- to-back basis i.e. ITI shall deduct from the payment on amount equal to the LD levied on ITI by the end customer.
17	<b>Training</b>	Training of customer officers/representatives will be the responsibility of the selected Bidders.
18	<b>Acceptance Test Procedure (ATP)</b>	<p>a) Vendor will conduct the Acceptance Test (AT) before handing over of the project(s) to ITI project executing division.</p> <p>b) End Customer will perform testing and Sign-off for go- live.</p>
19	<b>Damage to Properties</b>	In case of any accident/damage to customer/end user properties by the vendor, full responsibility will be attributed to the vendor.
20	<b>Contractual Period</b>	ITI's Delivery date provided to ITI by customer. Delivery extension will be on back-to-back basis. The successful Bidder shall so organize his resources and perform his work as to complete it not later than the date agreed to.

21	<b>Extension of Contract</b>	On back-to-back basis.
22	<b>Inspection Authority</b>	All supplies will be subject to customer & ITI inspection.
24	<b>Tender Award Criteria</b>	Bidder offering the Highest Net Revenue Share to ITI i.e. lowest landing cost of items to ITI shall be declared as the successful L1 bidder and the work shall be awarded to the successful declared (L1) bidder.
25	<b>Tender Document Cost and Earnest Money Deposit (EMD)</b>	<p><b>In case of bid submission:</b> Tender Document Cost (If Applicable) and Earnest Money Deposit (EMD) must be remitted through NEFT/RTGS/Net Banking. No interest shall be payable on the EMD.</p> <p><b>The Bank Details of ITI Limited for NEFT/RTGS/Net Banking is as below:</b>  Online RTGS/ NEFT  Bank: Bank of Baroda, KG Marg  MICR: 110012021  IFSC: BARB0CURZON  Acc. No.: 06230500000010</p>
26	<b>Performance Security Deposit</b>	The value of performance security shall be 3% of contract value (issued to Business Associate/SIA by ITI) or end-customer's performance security (as per order to ITI) whichever is lower.
27	<b>Consortium Bidding</b>	In case of the bidders participating in a Consortium, the lead bidder must be the Empanelled System Integrators (SIs) with ITI.
28	<b>Signing of the Bids</b>	The Bid must contain the name, residence and place of business of the person or persons making the Bid and having Power of Attorney and must be signed & submitted by the Bidder with his usual signatures. Satisfactory evidence of authority of the person signing the bid on behalf of the Bidder shall be furnished on non-judicial stamp paper of an appropriate value with the Bid in the form of a <b>Power of Attorney, duly notarized by a Notary Public</b> , indicating that the person(s) signing the bid have the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity. All the pages of Bid document and supporting documents must be signed and stamped by the authorized signatory having Power of Attorney. Any interlineations, erasures or overwriting shall only be valid if they are initialed by the signatory (ies) to the bid.

29	<b>Submission of Tender</b>	The ‘ <b>Technical Bid</b> ’ and ‘ <b>Commercial Bids</b> ’ shall be shared in the separate mail with subject “Technical Bid for Design, Development, Testing, Implementation and Maintenance” and “Commercial-Bid for Design, Development, Testing, Implementation and Maintenance” respectively mentioning EoI/RFP/Tender Reference clearly. Both ‘Technical Bid’ and ‘Commercial Bid’ are to be mailed separately to <a href="mailto:service_dli@itilttd.co.in">service_dli@itilttd.co.in</a> before or on end date of submission.
30	<b>Opening of Tender</b>	<p>Technical bid will be opened on due date of tender opening.</p> <p><b>Note 1:</b> The bidders or their authorized representatives may also be present during the opening of the Technical Bid, if they desire so, at their own expenses.</p> <p><b>Note 2:</b> The technical bids will be opened and evaluated by a duly constituted committee. After evaluation of the technical bid, Price bids of only those bidders will be opened whose technical bids are found suitable. Date and time of opening of price bids will be decided after technical bids have been evaluated by the committee and will be intimated to technically qualified bidders.</p>
31	<b>Rejection of Bid</b>	ITI reserves the right to reject any or all tenders/quotations/bids received or accept any or all tenders/quotation/bids wholly or in part. Further, ITI reserves the right to order a lesser quantity without assigning any reason(s) thereof. ITI also reserves the right to cancel any order placed on basis of this tender in case of strike, accident or any other unforeseen contingencies causing stoppage of production at ITI or to modify the order without liability for any compensation.
33	<b>Termination For Default</b>	<p>ITI may terminate the contract in whole or in part for the following reasons:</p> <ul style="list-style-type: none"> <li>• If the bidder fails to deliver any or all of the goods/services within the period(s) specified in the contract/purchase order, or within the extension time granted by ITI.</li> <li>• If the bidder fails to perform any other obligation(s) under the contract/purchase order.</li> <li>• If the bidder has engaged in corrupt/fraudulent practices in completing/executing the work assigned to him.</li> </ul>

		<p>ITI may, without prejudice to any other right or remedy available to it, by a three days notice in writing, can terminate the contract as a whole or in part in default of the contract. ITI shall have the right to carry out the incomplete work by any means at the risk and cost of the bidder.</p> <p>In addition to rights to forfeiture of PBG and application of LD charges, on the cancellation of the contract in full or in part, ITI shall determine what amount, if any, is recoverable from the contractor for completion of the work or part of the works or in case the works or part of works is not to be completed, the loss or damage suffered by ITI. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractor's material taken over and incorporated in work assigned as per the purchase order.</p> <p>“Corrupt practices” means the offering, giving, receiving or soliciting of anything of value to influence the action of public official in the procurement process or in contract execution.</p> <p>“Fraudulent practices” a misinterpretation of facts in order to influence the action of a public official in the procurement process or in contract execution and includes collusive bidding among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels to hamper free and open competition.</p>
34	<b>Force Majeure</b>	<p>Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations, if the non-performance results from such Force Majeure circumstances i.e. Flood, Fire, Earth Quake, Epidemic and other acts of God as well as War, Military Operation, Blockade, Act or Actions of State Authorities that have arisen after signing of the present contract. Party invoking this clause shall serve notice of seven days along with the proof of occurrence of the force majeure event to the opposite party. At the time of cessation of such force majeure event a notice of the same shall also be served to the opposite party.</p> <p>In such circumstances, upon a written approval of ITI, the time stipulated for the performance of an obligation under the present contract will stand extended correspondingly for the period of time of action of these circumstances and their consequences. However, any such extension shall be given only if extension is granted by the ultimate buyer/ user.</p> <p>Parties at all times take reasonable steps within their respective powers and consistent with good operation practices (but without incurring unreasonable additional costs) to:</p> <ol style="list-style-type: none"> <li>a) Prevent Force Majeure Events affecting the performance of the Company's obligations under this agreement;</li> <li>b) Mitigate the affect of any Force Majeure Event; and</li> <li>c) Comply with its obligations under this agreement.</li> </ol>

		<p>Further if the period of Force Majeure event extends beyond three months* the parties may consider the fore closure of the agreement.</p> <p>* Period of three months may vary at the discretion of ITI as per the validity period of the contract.</p>
35	<b>Arbitration</b>	All disputes arising out of this contract shall be referred to the sole arbitration of MSP Head, ITI Limited, Delhi or his nominee as per the provisions of Indian Arbitration and Reconciliation Act 1996. Decision of arbitrator shall be final and binding on both the parties.
36	<b>Jurisdiction</b>	This contract between the supplier and buyer shall be governed by the laws of India and this contract shall be taken up by the parties for settlement and orders only in Delhi jurisdiction.
37	<b>Other Terms and Conditions</b>	
a		The Bidder(s) are required not to impose their own terms and conditions to the bid and if submitted, it will not be considered as forming part of their bids. The decision of ITI shall be final, conclusive and binding on the Bidder(s). In a nutshell, the Conditional Bid or Bid with deviations will be summarily rejected.
b		The Bids/Offer of the Qualified bidders (who qualify the eligibility conditions) only would be subjected to the technical-evaluation.
c		The bidder is expected to go through the Scope of work and Specifications. The bidders are to quote only fully compliant solution.
d		The bidder may be required to study the existing system being used by the end-client to assess the exact requirements and the Quantum of work on “No-commitment” basis (no commercial compensation would be given to the bidder either by ITI or the end-client for doing this exercise).
e		The exact strategy to address and win the business opportunity would be shared / discussed with the <b>Best-Rated</b> qualified bidder in due course of time.
f		The bidder is required to extend the requisite support during the evaluation by giving Technical Presentation / Demonstration / Arranging site visits (if required) on “No-Cost No-commitment” basis.
g		Any clarification issued by ITI in response to query raised by prospective bidders shall form an integral part of bid documents and it shall amount to an amendment of relevant clauses of the bid documents.
h		A clause-by-clause compliance statement to all Sections of the EoI/RFP/Tender document is to be submitted in the Technical Bid, demonstrating substantial responsiveness. A bid without clause-by-clause compliance statement to Eligibility Criteria of the EoI/RFP/Tender document, shall not be considered for evaluation and shall be summarily rejected.
i		The bidder should study carefully the document to assess the work and Risk factors associated with such type of Business opportunities.

j		<p>The bidder has to consider the following major Cost Factors while arriving at a commercial decision:</p> <ul style="list-style-type: none"><li>• Direct Cost (requisite IT Hardware and Application Software)</li><li>• Fiscal Cost</li><li>• Logistic-Cost</li><li>• Taxes/ Duties</li><li>• Services and Administrative Cost</li><li>• Training and Documentation Cost</li></ul>
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		<ul style="list-style-type: none"> <li>Contingencies</li> </ul>
k		The bidder should enclose the documents in their ' <b>Technical Bid</b> ' & ' <b>Commercial Bid</b> ' as specified in the tender documents.
l		Please note that if any document/authorization letter/testimonies are found fabricated /false/ fake, the bid will be declared as disqualified and EMD will be forfeited. This may also lead to the black-listing of the bidder.
m		All the required documents to establish the bidder's eligibility criteria should be enclosed with the original bid/offer (Technical-Bid) itself. The EoI/RFP/Tender will be evaluated on the basis of the documents enclosed with the original bid/offer only. ITI will not enter into any correspondence with the bidder to get these certificates/ document subsequently. However, it reserves its right to get them validated/verified at its own.
n		Due to any breach of any condition by the bidder, the Bid Security (EMD) submitted by the bidder may be forfeited at any stage whenever it is noticed and ITI will not pay any damage to the bidder or the concerned person. The bidder or/and the person will also be debarred for further participation in future EoI/RFP/Tenders.
o		All suppliers (including small scale units who are registered with the National Small Scale Industries Corporation under Single point registration scheme) shall furnish Bid Security to the purchaser as per the requirement. As such no bidder is exempted to furnish the EMD.
q		Suitable 'Training' would have to be imparted to ITI personnel at Bidder's cost in the areas of Installation, day to day Maintenance and Operation of entire system (in the event of placement of order by ITI). The training of the personnel shall be to ensure trouble free operations of the System/Equipment by the end customer.
r		The bidder is required to enclose Notarized Copy of the Power of Attorney from its Directors/Top management which should indicate clearly the name of the signatory and title. The Bidders must ensure that all the documents are sealed and signed by authorized signatory.
s		The Power of Attorney given to the Authorized Signatory should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective states(s) and the same be attested by a Notary public or registered before Sub-Registrar of the states(s) concerned.
t		"DISCOUNT, if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule.
u		Sealed offer/bid prepared in accordance with the procedures enumerated above should be submitted to the Tenderer not later than the date and time laid down, at the specified address.
v		ITI shall not be responsible for any postal delay about non-receipt / non- delivery of the bid/documents. This EoI/RFP/Tender Document is absolutely not transferable.
w		The bid submitted may be withdrawn or resubmitted before the expiry of

		the last date of submission by making a request in writing to ITI to this effect. No Bidder shall be allowed to withdraw the bid after the deadline for submission of the EoI/RFP/Tender.
x		It is further stressed that synergies between ITI's competitors with the bidder or cartel Formation with other bidders would result in Disqualification of the Bidder.

**Special Terms and Conditions of RFP/EoI/Tender:**

1. The requirement is meant for addressing a business opportunity which has emerged from some Govt. body against their already published tender-Notification / Invitation for the submission of Bids which envisages Implementation of Project.
2. The broad 'Scope of Work' would be as per the EoI/RFP/Tender Document. However, the exact Scope of Work will be intimated to the selected SI/Vendor in due course of time (once bidder is short-listed) for addressing the opportunity.
3. The bidder (in the capacity of a System Integrator) is supposed to address the business opportunity jointly with ITI under "Sole Investment Business Model". This may include arranging Bid Security and Performance Bank guarantee etc. All 'Terms and Conditions' as per ITI's customer with regard to Payment / Reward / Delivery/Penalty shall be applicable on the selected Business Associate /SI also (in the event of the award of the business to ITI by the end-customer).It may please be noted that ITI shall not open any 'Escrow Bank Account' with the consortium member/SI (in the event of the award of the order to ITI).
4. The bidder must be prepared to work with ITI limited on exclusive basis and will neither submit any direct proposal (to the end-client) nor submit any business proposal (to the end-client) through other business partner/PSU. In case of violation of the same, the EMD shall be forfeited and the bidder will be black-listed.
5. The bid preferably should be spiral bounded and each page should be serial numbered.
6. Consortium bidding is not allowed for this EoI/RFP/Tender.
7. ITI reserves the right to quote & supply ITI manufacturing products if BOM of EoI/RFP/Tender Document contains ITI manufacturing products.



8. All activities like Proof of concept on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of agencies.
9. Agencies should be willing to impart required training to ITI engineers for undertaking services & execution of project.
10. Agencies will be responsible for any short coming in the BOM and the same should be rectified free of cost.
11. Agencies should be willing to provide TOT for manufacturing of offered products in ITI if the bidder is an OEM.
12. Agencies should be willing to sign an exclusive agreement with ITI for smooth execution of the project.
13. Earnest Money Deposit (EMD) / Bid security required for submitting the bid will be borne by the selected agency.
14. Performance Bank Guarantee (PBG) will be shared among all the work executing agencies depending upon the ratio of order value.
15. All CVC circulars/ Statutory guidelines as applicable needs to be followed.
16. Margin to ITI would be payable on Supply, I&C and AMC services undertaken by the selected agency for the project.

#### **EoI/RFP/Tender Rejection Criteria:**

The EoI/RFP/Tender/Bid will be rejected in case any one or more of the following conditions are observed:

1. Bids received without Proof of Purchase of EoI/RFP/Tender Document and EMD as per requirement.
2. Bids which are not substantially responsive to the Invitation for EoI/RFP/Tender.
3. Incomplete or conditional EoI/RFP/Tender that does not fulfill all or any of the conditions as specified in this document.
4. Inconsistencies in the information submitted.
5. Misrepresentations in the bid proposal or any supporting documentation.
6. Bid proposal received after the last date and time specified in this document.
7. Bids found in unsealed cover, corrections in the bids.
8. Unsigned bids, bids signed by unauthorized person (without a valid Power of Attorney).
9. Bids containing erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be authenticated by the person(s) signing the bid.
10. Bid shall remain valid for the specified period from the date of opening of EoI/RFP/Tender prescribed by the purchaser. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.

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**Please Note**

The business associate submitting the bid against this EoI/RFP/Tender must not have an alliance with other bidders / competitors of ITI for the same business opportunity. The bidder if selected as vendor/SI will not be allowed to address the opportunity directly/ extend the help to any other competitor of ITI Limited for the subject project.

**Lowest-Bid (Best Qualified Bid) Evaluation Methodology:**

1. This EoI/RFP/Tender would be subjected to a Two Stage (Technical & Commercial) Evaluation Process. All the Bidders are requested to note the entire evaluation process carefully.
2. Prior to the detailed evaluation, ITI will determine the substantial responsiveness of each Bid to the EoI/RFP/Tender Document. For the purpose of ascertaining the eligibility,
3. A substantially responsive bid is one which confirms to all the terms and conditions of the EoI/RFP/Tender Document without deviations.
4. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
5. ITI may waive any minor infirmity or non-conformity or irregularity in the bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or effect the relative ranking of any bidder. The bids submitted by the Bidders would be subjected to a well-defined and transparent evaluation process.
6. The Bids would be evaluated by a duly constituted Committee of ITI Limited, whose decision would be generally taken as final, unless the aggrieved party establishes any Prima facie errors in the findings of the Committee. In such a situation, he may file a representation within 3 working days of receipt of decision from ITI Limited, duly listing the reasons / grounds. Such a representation would be considered at Senior Management Level of the Tendering Authority, whose decision would be final and binding on all the bidders.
7. The Bidders who have submitted the EoI/RFP/Tender Document cost & EMD will be considered for Technical Evaluation.
8. In Technical Evaluation process, all the Technical Bids of the preliminary eligible bidders (as mentioned above) would be scrutinized thoroughly w.r.t. our EoI/RFP/Tender Document. The Bidders, who will qualify in the Technical Evaluation process, would be considered for Commercial Evaluation.
9. In Commercial Evaluation process, all the Commercial Bids of the technically qualified bidders (as mentioned above) would be scrutinized thoroughly w.r.t. our EoI/RFP/Tender Document. The Bidder with best quote would be considered as a successful bidder against this EoI/RFP/Tender.

10. ITI reserves the right to reject any or all bids without assigning any reasons thereof. ***It shall not be obligatory for ITI to award the work only to the lowest bidder.***

**Documents to be submitted along with the “Technical Bid”:**

The Bidder/System Integrator (SI) must submit the following documents along with their Technical Bid:

1. Bid covering Letter on the Letter-Head of the Bidder Company indicating Name and Address of the Authorized Signatory (with Contact telephone numbers and email ID) as per Annexure-A.
2. Bidder’s Profile as per Annexure-B.
3. Proof of Empanelment with ITI.
4. Case-Specific Power of Attorney authorizing the bidder to submit the Bid/EoI on behalf of the Bidder/Consortium.
5. Tender-Document Cost of required amount.
6. Bid Security (EMD) of required amount.
7. Copy of PAN Card.
8. GST Registration Certificate.
9. Turnover Certificate(s)/Audited Balance-sheet(s) & Profit-Loss Account(s) of the Bidder /All consortium members for last three years.
10. Declaration on the Letter-Head of the Bidder Company for Non-Black Listing as per Annexure-C.
11. Declaration / Undertaking on the Letter-Head of the Bidder Company as per Annexure-D.
12. Compliance Statement of ‘**Eligibility Criteria of the Bidder**’ along with supporting documents (credentials, experience certificates, declarations & others) as per Annexure-E.
13. Integrity Pact /Non-Disclosure Agreement as per Annexure-G.
14. Tender Documents duly signed & accepted by the bidder

In case, the bidders do not submit any of the above mentioned papers/information along with Expression of Interest, his bid will be rejected and bid will not be considered for further evaluation.

It is reiterated that any bid not fulfilling any of the essential requirements mentioned in this EoI/RFP/Tender document would be classified as “Technically Non-Qualified/Non-Responsive” and Commercial bids of such bidders will not be opened and subsequently returned to the bidder. ***No relaxation would be given to any bidder on any of these conditions.***

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**Documents to be submitted along with the “Commercial Bid”:**

The Bidder/System Integrator (SI) must submit the following documents along with their Commercial Bid:

1. Price Bid as per EoI/RFP/Tender Document format only. No other format will be accepted.

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### **Brief Scope of Work:**

The system envisaged comprises of three major modules namely SRDB (Sanction Release Database), LAS (Loan Accounting System) and Financial Accounting Management.

1. SRDB (sanction Release Database) and LAS (Loan Accounting system) modules
  - A. Maintenance of masters such as Division, office, state, District, cooperative society classification, Beneficiaries / cooperative society, scheme source, scheme Details, Ministry Details, Ministry Department, Activity Details, Sector Detail, purpose Detail, Nature of Assistance, Routing Agency Type, Primary Borrower, Security Type etc.
  - B. User Management
    - a. Roles
    - b. Rights
    - c. Users
  - C. Proposal
    - a. Proposal and subsequent revision
    - b. Proposal Status
    - c. Proposal Beneficiaries
  - D. Sanction
    - a. Sanction with date
    - b. Sanction beneficiaries
    - c. D- Sanction
    - d. D-Sanction Beneficiaries
    - e. Extend validity dates
    - f. Security for other than non Govt. Loans
  - E. Release
    - a. Release Details
    - b. Release Terms & conditions
    - c. Preparation of vouchers
    - d. Release Payment Voucher
    - e. Release Beneficiaries
    - f. Revised Terms conditions
  - F. Budget
    - a) Budget Entry
    - b) State wise section wise target
    - c) Project-wise Physical and Financial progress details to be updated in system by all he divisions.
    - d) Category wise Subsidy requirements on the basis of actual expenditure incurred under the project may be updated in system by all the divisions.
    - e) If Beneficiary is single, then data should get updated automatically in Beneficiary wise details at the time of Sanction / Additional- Sanction / DE Sanction and Release.

f) Subsidy Bifurcation while entering data against General, SCSp and TSp

G. Loan Accounting'

a) Repayment Schedule

b) Receipt Entry

c) Demand Calculation

d) Refund Entry

e) Overdue interest Waiver

f) Exceptional Interest Waiver

g) Update Activity

h) One-time settlement.

i) One time settlement withdrawal

j) Provision to calculate Average lending rate, Av. short term / long term lending rate during a specific period. k) Provision to circulate future dues along with interest for any specified time period,

l) Early repayments/ refunds shall be adjusted automatically and the repayment schedule shall change accordingly.

m) Provision to modify repayment schedule/ enter specific repayment schedule, at the time of entering release details.

n) Flagging of by the system whenever there is mismatch in loan balances with Loan Cell and Accounts Cell. . o) The interest rates on loans may be entered in the system and while entering release details the rates may be picked automatically on the basis of amount and loan tenure, to reduce chances of typographical error.

p) The credits in the Bank Accounts shall be entered by the cash cell in the software and the receipts may be sent to concerned cells for classification. Concerned cells may classify or forward the receipt to other Cell, as required. The receipts coming to Loan Cell shall have the feature to classify as receipt or refund.

q) Sugar Development Fund (SDF) loans accounting module.

r) SRDB system shall allow the entry and verification of proposals, sanction, release and de-sanction data through separate ids as the concept of raker and checker. Reports generated will reflect the ids of maker and checker. The verifying/posting ID would be minimum Assistant Director Level.

s) SMS and Email alerts to users/ management/ borrowers as per the requirement.

t) Secured access using profile definition

u) Integration with Financial accounting module

i. Borrower to GL Code mapping

ii. Loan Disbursal

iii. Loan Repayment

## Reports

### A. Proposal Report

- i. State wise & Section wise Pending Proposals
- ii. Section wise & State wise Pending Proposals
- iii. Region wise & Section wise Pending Proposals
- iv. Sum of State wise Section wise Pending Proposals
- v. Sum of Region wise Section wise Pending Proposals
- vi. State wise Section wise Proposals
- vii. Section wise State wise Pending Proposals

### B. Sanction Report

- i. List of directly financing sanctions
- ii. List of directly financing releases
- iii. List of directly assisted project sanctioned
- iv. Sanction Reports
- v. Security Report
- vi. D-Sanction

### C. Release Reports

- i. List of release for the period
- ii. List of Release (Voucher not posted)
- iii. State and Section and Scheme and Division wise release
- iv. Other term loan released
- v. Advance Released during the year
- vi. State and Section and Scheme and Division wise Advance Released

### D. Spill Over Reports

- E. Budget Reports
  - i. Target & Release as on date
  
- F. Loan Accounting Reports
  - i. Consol. of loan Assistance Rel. during the Fin. Yr.
  - ii. Statement Of Accrued Interest during the Fin. Year
  - iii. Statement of month-wise receipt
  - iv. Summary of balances
  - v. Forwarding Letter for Confirmation of Loan Balance
  - vi. Details of Outstanding dues/over dues
  - vii. Future Cash inflow summary
  - viii. Rate of interest wise, time slab wise outstanding
  - ix. Future cash inflows - detailed working
  - x. Repayment Schedule for individual release
  - xi. Consolidated repayment schedule
  - xii. Statement of over dues as on a date
  - xiii. Statement of Outstanding as on date
  - xiv. Interest Received for (less than 5 years)
  - xv. Loan Card
  - xvi. List of Receipts during the period
  - xvii. List of Refunds during the Fin. Yr.
  - xviii. Month wise Installment Due / Receipts
  
- G. Cumulative Release Reports
  - i. State, Activity wise Releases As on date
  - ii. State, Activity wise Releases during Year
  - iii. Total Assistance Released to States during Year
  - iv. State wise Position of Releases during Year
  - v. Activity wise Releases (State wise/All India)
  - vi. Assistance Released To Least Developed State
  - vii. Assistance Released To North-Eastern States
  
- H. Asset Liability Management (ALM) Reports
  
- I. Long term short term accrued Reports as on date
  
- J. Interest received during given period Report
  
- K. Project details:
  - i. Status of physical and financial progress of project/borrower along with subsidy requirement under Gen, SCSP and TSP category.
  - ii. Project progress details to be updated by respective divisions
  
- L. Flexible filters for generation of any kind of reports from SRDB and LAS modules.
  
- M. Project-wise/Borrower-wise spillover report with sanction, release, spillover along with requirement of subsidy updated by program divisions in r/o CSISAC/DMI subsidy.
  
- N. Over dues as on date and over dues during a time period — borrower wise, sector wise, State/region wise and release wise

- O. Over dues generated and over dues received/ recovered during a time period.
  - P. Details of a particular borrower — loans advanced release wise, repayments (principal \*interest) date wise.
  - Q. Loans outstanding as on date and during a time period - borrower wise, sector wise, State/region wise and type of loan wise.
  - R. Releases and repayments during a time period (principal and interest) - borrower wise, sector wise, State/region wise and release wise and type of loan wise
  - S. Accrued interest as on date - borrower wise, sector wise, State/region wise and type of load wise
  - T. NPA as per the policy of the Corporation - borrower wise, sector wise, State/region wise and release wise
  - U. For all the reports, option to export the report in both Excel and PDF with proper formatting should be there.
  - V. Key Performance Indicators (KPI) Dashboard with interactive graphical user interface for senior management for decision making purposes.
2. Financial Accounting Management Modules
- A. Maintenance of masters such as Employee, Bank, Account Head, Office, Country, State, District, Vendor/ Payee Name, Hospital, Narration etc.
  - B. User management
    - i. Roles
    - ii. Rights
    - iii. Users
  - C. Financial Transactions module
    - i. Company Accounting
    - ii. Transaction Processing
    - iii. Pre-Payment Voucher
    - iv. Journal Voucher
    - v. Payment Voucher
    - vi. Receipt Voucher
    - vii. Cheque Printing
    - viii. Cheque Sequence and Cancellation
  - D. Human Resource module
    - i. Medical, TA and LTC claim module.
    - ii. Medical Bill Advance, Receipt generation, entry and approval



- iii. TA Advance, Receipt generation, entry and approval
- iv. TA will also include travelling claims for Foreign, Interview and Training.
- v. LTC Advance, Receipt generation, entry and approval
- vi. NOC — no advance stands against any employee
- vii. Dashboard - Medical, TA and LTC
- viii. Intimation letter through auto-generated emails to employees including retired employees regarding their claims settled.

E. TA module

- i. TA advance should be linked to the Employee Code so that the Advance to be given is entered through Employee code. Also while entering Advance details, the period and place of tour should also be mentioned.
- ii. NOC to the employee whenever required should be linked to the Advance page of the TA bill so that if no advance stands against his Employee Code, NOC can be issued.
- iii. Travel Acquaintance Role (TAR) is to be prepared on the similar lines of MAR in Medical Cell, so that all details such as Employee name, Designation, Grade Pay/ Pay Matrix, Gross bill, amount settled, Advance taken, net paid are also reflected in the system.
- iv. MIS of all TA, TTA, LTC and Foreign bills of both HO and RO should be available on the Dashboard of the officers of TA Cell, showing the latest status of the Bills. The MIS should be real time showing number of bills and amounts RO wise, Designation wise, Period wise (Specific dates) and in any other form as required from time to time for monitoring purpose.
- v. In the present system there is a provision of Travelling Expense Register where all bills are numbered after settlement. In this, all details of the employee need to be reflected. At present this system does not show the advance taken by any employee till the bill is submitted. This change is very important and should be connected to the Employee code also.
- vi. The system should also have the drop down for showing the details of bills separately as LTC, TTA, TA, Foreign, Interview, and Training.

F. Advances

- i. T/VDA Advances
- ii. Medical Advance
- iii. Other Advances

G. Depreciation module

H. Security Deposits (EMD)

module

I. Stale Cheque module

J. GST module

K. TDS module

L. NEFT/RTGS Mandate Form generation for submission to banks for payments

M. SMS and Email alert to users/ management

N. Integration with SRDB and LAS module and HRMS software

- i. Loan Disbursal Loan
- ii. Repayment
- iii. Automatic creation of vouchers for SRDB and LAS module
- iv. Payroll module of existing HRMS

0. Reports

Account Reports

Bank Reconciliation reports

Ledger

Cheques

Day Book

Bank Book as per the format / Bank reconciliation

schedule GL Report

Medical

Travelling Advance

Leave Travel Concession

Pre-Payment Voucher

Journal Voucher

Payment Voucher

Receipt Voucher

Balance Sheet

Advances

Depreciation Module

Security Deposits

Stale Cheque

GST

TDS

Expense reports

Payee wise report

TDS deduction report

GST expense reports

Key Performance Indicators (KPI) Dashboard with interactive graphical user interface for senior management for decision making purposes.

In addition to the above, a wide range of MIS reports shall be generated from the system. The number of reports and the format for each report can be finalized in consultation with CUSTOMER during the detailed system analysis to be conducted at Site. Based on this exercise, the final list of reports can be decided.

Note: The above details cover an overview of the envisaged system, however, complete user requirements shall be finalized during the detailed system analysis and finalized under Software Requirements Specification (SRS) document approved by Customer. This SRS forms the basis for development, delivery and final signoff.

### 3. Solution Technology

The software should be developed in JAVA platform with database as MySQL. The platform must be fairly free from vulnerabilities. The bidder shall purchase the MySQL Enterprise Edition license from OEM and handover to CUSTOMER. These licenses must be purchased with free update/upgrade and SUB Ort from the OEM with a validity of at-least one year and handover to CUSTOMER. The perpetual cost and yearly subscription cost of MySQL Enterprise Edition with free update/upgrade and support from the OEM to be mentioned in the financial bid. The installation of MySQL Enterprise Edition license in the NIC cloud server will be carried out by the bidder. CUSTOMER will coordinate with NIC and get the necessary permission for this.

### 4. Security

The bidder will provide for the following security features for the solution:

- i. Client account, transaction data or any sensitive information is encrypted when in transit.
- ii. Encryption to be used for data traveling between system and other interfacing applications.
- iii. Protection against defacement, hacking
- iv. Secured Coding Practices, OWASP etc. to ensure 100% security of the Solution.
- v. Design should incorporate security features to protect the solution from Session Hijacking, Sql Injection, Cross scripting, Denial of Service and other attacks and vulnerabilities etc.
- vi. Third party Security audit/Information Security Audit of will be conducted by the vendor. The vendor shall also conduct source code of the provided solution without any added cost to Corporation. The successful bidder has to remedy all discrepancies observed in the audit findings at no additional cost to the Corporation.
- vii. Web interface will be https.

### 5. Training Needs

Training shall be provided to the users of CUSTOMER at a central location, New Delhi. All necessary infrastructure for conducting the training will be provided by CUSTOMER.

### 6. Hardware I Infrastructure Needs

The selected bidder shall provide necessary recommendations on the hardware / infrastructure required for ensuring smooth functioning of the system. Based on this recommendation, requisite hardware / infrastructure will be procured on Cloud platform of National Informatics Centre (NIC) by CUSTOMER. Solution shall be platform agnostic - not dependent on a particular hardware setup. The vendor will be responsible to implement the solution on NIC Cloud.

## 7. Warranty Support

The solution should have minimum one-year warranty from the date of installation of the application in the live environment and Go-Live and the selected bidder should ensure the trouble free operation of the application during the contract period.

## 8. On-site warranty and maintenance Support

- i. The selected bidder shall depute two technical resources at Customer Site for the technical and handholding support of the solution during warranty and AMC period. On-Site maintenance of solution with customization, change management, addition of new reports and extraction of data by writing adhoc queries in the database as required and desired by the Corporation.
- ii. Performance tuning of application and database, necessary and adequate patches for the solution, database and system, upgrades, utilities, tools etc. after successful Go-Live of the solution, inclusive of providing support for day to day functional and technical support to the Corporation.
- iii. These onsite technical resources will also be responsible for extending the handholding support to the end users after the initial training, day to day administration of the applications, bug fixing, deployment to server, backup of data etc.
- iv. Onsite resources should have effective technical and communication skills to pro-actively monitor the down calls of solution and ensure that calls are closed in time and submit the monthly/quarterly down call reports to the Corporation for calculation of SLA. The bidder would be required to carry out the customization to the Solution deployed for the Corporation as per the requirements without any extra cost to the Corporation during the contract period.

## 9. AMC period

Post initial 12 months warranty, AMC support for next 36 months shall be provided by the selected bidder. During the AMC period, the selected bidder should ensure the trouble-free operation of the application.

## 10. Facility Management Services

The FM support should be deployed at Corporation's premises for supporting the solution by the bidder. The brief scope for the FM resources is as under:

- a. Responsible for maintaining the System and Application uptime.
- b. Should have knowledge of Database and related Operations required for maintaining the uptime of the solution.
- c. Performing the Backup/restoration/patch/updates/upgrades of related activities corresponding to the OS/APP/DB/WEB/Middleware/Servers and related peripherals of the System & related servers.
- d. Maintain log of all down calls for MIS purpose and provide required MIS/reports etc. to Corporation as per the requirement.
- e. The resource should be well acquainted with processes followed by bidder for various activities related to set/ices offered to Corporation.
- f. Extend necessary support for special activities like Information Security Audits or any other activities pertaining to the scope of work.
- g. Payment for FM services shall be paid in quarterly basis on satisfactory performance.

## 11. Data Migration

The existing data needs to be migrated to the new system. The authenticated data on a compatible format shall be provided by CUSTOMER. The validity, correctness and completeness of such data will be the responsibility of CUSTOMER. The selected bidder shall facilitate the porting of existing data to the new system. The verification, validation and certification of such ported data on the new system will be the responsibility of CUSTOMER. Wherever data migration is not feasible, data entry screens shall be provided by the selected bidder and bidder will capture the data using these screens.

## 12. Exit Management

The selected bidder shall submit a detailed exit management plan along with the Software Requirement Specification document. This exit plan will be invoked three months prior to the end of contract period. All requisite knowledge and asset transfer shall be carried out by the selected bidder as part of the exit management plan.

### 13. Important guidelines for the solution

- The vendor has to share source code including database of product with CUSTOMER horn time to time or whenever demanded by CUSTOMER.
- All material/product/design/documents and related codes would be property of CUSTOMER.
- All content should be stored and kept confidential and vendor should not reuse/ replicate/ transfer the same to anyone else.
- The vendor should provide all admin/ user manuals.

### is. Compatibility:

The solution must be cross-browser, cross-OS compatible and compatible up to the most recent browser / OS / device without requirement of installation of any additional software/tool/client/ plug- in etc. at end user computer system for accessing the solution.

### 16. Hosting of solution:

Bidder will host the solution in NIC cloud server. CUSTOMER will coordinate with NIC and get the necessary permission for this. The solution to be enabled to record and save access logs with timestamp. The application should allow secured Socket layer.

The vendor will also suggest optimum and scalable hardware configuration both for hosting/ running the solution including good level of security with respect to cyber intrusion of any nature.

The vendor has to deploy the application in the Production, Training and Development, UAT environments, Re-installation in the event of system crash/failures and DR environment without any extra cost.

### 17. Scalability:

The solution shall be capable of integrating with other online software's/ services".

### 18. Documentation:

Complete documentation on the solution has to be provided to the Corporation by the bidder.

### 19. Project Deliverables:

The deliverables include:

- Project Plan and Schedule
- System Requirements Study (SRS) Document for implementation and customization
- Providing comprehensive documentation of the application including the application architecture and design, description of the interfaces, the data model, database table structure, Data Flow Diagrams, complete description of the data elements (metadata), user manual, system manual and other necessary documents etc.
- Design Documents
  - Detailed Design Document
- Test Plan Execution
  - Reports o Unit Test Reports
    - Integration Test Reports
    - System Test Reports
    - Performance Test reports
- Developed Product
  - Source Code Files in CD/DVD/Pen drive
  - Library Files
  - Test Bed Code Files
    - a Build (Make) Files
  - Binary Files

- Web Admin and Users Manual
- Training manual — electronic format, both editable document and a pdf.

20. Versioning and Source Code Management:

Source Code Management for all modules and versions of the solution will be done by onsite technical person of the bidder. All source code including Source code of the new modules developed during the course of the AMC will be an exclusive property of CUSTOMER. Bidder shall provide daily complete backup of source code changes carried out / new code developed along with database backup at the end of the day or whenever demanded by CUSTOMER.

21. Application Interface Requirements:

All the above modules as mentioned must have an interface with each other, for ease of use and also with external applications namely third party API, SMS gateway, e-mail gateway etc.

**PRICE BID**

**OFFERED NET MARGIN (NET OF TAX) TO ITI →**

<b><u>Description of Job</u></b>	<b><u>Net margin to ITI over quoted price to end customer (in figure)</u></b>	<b><u>Net margin to ITI over quoted price to end customer) in words</u></b>
<b><u>Design, Development, Testing, Implementation and Maintenance of Enterprise Solution for a Government Office in New Delhi</u></b>		
<b>Bidders have to quote net revenue share offered to ITI in percentage (inclusive of all taxes). The bidder has to indicate the percentage both in figures and in words.</b>		
<b>The BOQ (Bill of Quantity) for which services are required (from the bidder through this EOI process) will be finalized after the finalization of this EOI only. Post warranty AMC support (if not mentioned in the main EOI/RFP/Tender), if required, is to be provided by the bidder as per the mutual understanding/ acceptance of Bidder, ITI &amp; end customer.</b>		

Signature of authorized person of the bidder: .....

Place: ..... Date: .....

Full Name in Block Letter: .....

**Seal of Company**





Authorized Signatory

Name:

Designation:

(Company Seal)

Note: To be submitted in Company Letterhead

**Bidder's Profile**

1.	Name and address of the company			
2.	Contact Details of the Bidder (Contact person name with Designation, Telephone Number, FAX, E- mail and Web site)			
3.	Area of Business			
4.	Annual Turnover in last 3 financial years (Rs in Crore)	2017-18	2018-19	2019-20
5.	IT Turnover in last 3 financial years (Rs in Crore)	2017-18	2018-19	2019-20
6.	Profit / Loss in last 3 financial years (Rs in Crore)	2017-18	2018-19	2019-20
7.	Net-worth in last 3 financial years (Rs in Crore)	2017-18	2018-19	2019-20
8.	Date of Incorporation			
9.	GST Registration number			
10.	PAN Number			
11.	CIN Number, if applicable			
12.	Number of technical manpower in company's rolls			

Dated this                      Day of                      **2021**

Authorized Signatory

Name:

Designation:

(Company Seal)

Note: To be submitted in Company Letterhead



**(Declarations / Annexure-D)**

To  
ITI Limited, MSP-  
Delhi  
Rohit House, 3  
Tolstoy Marg New  
Delhi- 110001

**Subject: Declarations against Expression of Interest (EoI) for providing audit software for CA Practitioners**

Tender no. .... dated .....

Dear Sir,

We hereby declare / undertake the following.

We hereby declare that we will work with ITI as per EOI/RFP/Tender terms and conditions of ITI as well as end customer including warranty & post-warranty services and implementation of the project in the event of ITI winning the contract on back-to-back basis.

We hereby declare that we will submit the Tender Fee & EMD (while submitting the bid to the end customer in the form of Bank Guarantee / Demand Draft / Online Payment from any Nationalized / Scheduled Bank) & Performance Bank Guarantee to end customer or ITI (as decided by ITI) as per EoI/RFP/Tender terms & conditions. We also undertake that we will provide EMD & PBG to ITI as per the end-customer's EoI/RFP/Tender terms even if ITI is exempted to submit the same to end-customer because of its PSU status.

We hereby declare that we have 'No Objection/ No Claim/ No Compensation' from ITI Limited if this EoI/RFP/Tender is cancelled at any stage of evaluation process by ITI or the main EoI/RFP/Tender is cancelled by the end customer.

We hereby undertake that we will be equipped with the required manpower with qualifications, certifications and experience as required in the end customer's EoI/RFP/Tender.

We hereby undertake that we will be able to give the proposed solution as required in the end customer's EoI/RFP/Tender.

We hereby undertake that we will arrange required certificate & support (warranty & post-warranty/maintenance) in the name of ITI Limited from the OEM as per end customer's requirement.

We hereby undertake that we will obtain relevant statutory licenses for operational activities.

We hereby undertake that we will sign Consortium Agreement / Teaming Agreement / Integrity Pact with ITI for addressing the end customer's EoI/RFP/Tender if required.

We indemnify ITI Limited from any claims / penalties / statutory charges / liquidated damages / legal expenses if any etc. as charged by the end customer.

We hereby undertake to make arrangement for signing of agreement between OEM and ITI as per end customer's EoI/RFP/Tender requirements.

We hereby undertake that the OEMs who meet the eligibility and other conditions as per end customer's EoI/RFP/Tender requirement will be finalized by us and produce the required eligibility documents and other related documents of the OEM for final bid submission.

We hereby agree to take the responsibilities covered in the agreement (on back-to-back basis) to be signed between ITI & OEM (if required) as per end customer's EoI/RFP/Tender terms&conditions.

We hereby declare to supply equipment/components which are brand new, first hand and contain no previously used, recycled or refurbished components.

We hereby declare not to partner with any other organization for addressing this EoI/RFP/Tender.

We hereby declare to accept payment terms on back-to-back basis. Penalties, if any, will be borne by us.

We hereby declare to provide Bank Guarantee (110% of value for the period till the advance is settled) for getting the advance payment if any on back-to-back basis.

We hereby agree that ITI may take any punitive action as deemed fit, including forfeiture of EMD / Security submitted by us, if it is found that any of the documents / information provided by us (to meet the tender requirement including eligibility) is wrong/ forged/ misleading at any stage of tender processing / evaluation. The decision of ITI regarding forfeiture of the EMD shall be final and shall not be called upon question under any circumstances

Dated this Day of **2021**

Authorized Signatory

Name:

Designation:

(Company Seal)

Note: To be submitted in Company Letterhead

**Compliance Statement of Eligibility Criteria**

Ref: Tender no. .... dated .....

Sl. No.	Clause No.	Clause	Compliance (Complied/Not Complied)	Remarks with Documentary Reference

Dated this      Day of                      **2021**

Authorized Signatory

Name:  
Designation:  
(Company Seal)

**INTEGRITY PACT**

PURCHASE ORDER No.

THIS Integrity Pact is made on.....day of .....21 .

**BETWEEN:**

ITI Limited having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bangalore – 560 016 and established under the Ministry of Communications, Government of India (hereinafter called the Principal), which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman & Managing Director, Directors, Officers or any of them specified by the Chairman & Managing Director in this behalf and shall also include its successors and assigns) ON THE ONE PART

**AND:**

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

**Preamble**

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

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

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

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

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

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
- a. No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
  - b. The Principal will, during the tender process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC 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 Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the tender process and during the execution of the contract.
- a. The contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The contractor(s) will not enter with other contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The contractor(s) will not commit any offence under IPC/PC Act, further the contractor(s) will not use improperly, for purposes of competition of personal



gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d. The Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. The Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
- g. The Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

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

- 3.1 If the Contractor(s), during tender process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Contractor(s) from the tender process.
- 3.2 If the 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 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 Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.
- 3.3 The Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.

- 3.4 A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.
- 3.5 The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s) shall be final and binding on the Bidder(s)/ Contractor(s), however the Bidder(s)/ Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.
- 3.6 On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not entitled for any compensation on this account.
- 3.7 subject to full satisfaction of the Principal, the exclusion of the Contractor(s) could be revoked by the Principal if the 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 Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti-corruption/ transparency International (TI) approach or with any other Public Sector Enterprises/ Undertaking in India of any Government Department in India that could justify his exclusion from the tender process.
- 4.2 If the Contractor(s) makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the above and shall be liable for compensation for damages as per Section- 5 of this Pact.

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

- 5.1 If the Principal has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.
- 5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

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

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

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

- 7.1 If the Principal receives any information of conduct of a Contractor(s) or sub- contractor/sub-vendor/associates of the 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 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 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 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 Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.

- 8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within a reasonable time from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8.7 The word '**Monitor**' would include both singular and plural.

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

#### **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**

- 11.1 This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/guarantee period of the project / work awarded, to the fullest satisfaction of the Principal.
- 11.2 If the Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the Contractor(s).
- 11.3 If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

**SECTION 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 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 this Pact or interpretation thereof shall not be subject to any Arbitration.
- 12.5 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

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

For PRINCIPAL

For CONTRACTOR(S)

.....  
(Name & Designation)

.....  
(Name & Designation)

Witness

Witness

1) ..... 1).....

2) ..... 2).....

