



ITI LIMITED

Network Systems Unit
(A Govt. of India Undertaking)
Dooravaninagar. P.O. Bengaluru – 560 016
Tel : 080-25660510, 25660524
Website: www.itilt-d-india.com

Expression of Interest

Ref No: NS/HR/GFGNL/NOC

Date: 16/04/2019

**Expression of Interest for Outsource of Manpower Resources for Network
Operation Center at Gandhinagar in the state of Gujarat**

**Last date for submission: 26.04.2019 at 12:30 pm
Date of opening: 26.04.2019 at 3:30 pm**

**ITI Limited
Network Systems Unit
F-100, West Wing, Bangalore Complex
Doorvani Nagar
Bangalore-560016
Ph : 080 -25660510, 25660524**

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SECTION 1: INTRODUCTION

Bharat Broad Band Network Limited (BBNL) a special purpose vehicle Bharat Broadband Network Limited (BBNL) was set up under DoT by govt. of India in 2011 for establishment, management and operation of NOFN (National Optical Fibre Network) to provide internet access using existing OFC and extending to GP's by utilizing Universal Service Obligation Fund (USOF).

In the phase I of this project, more than 100,000 Gram Panchayats were covered which got completed in December 2017. BBNL further launched to cover the balance nearly 1.50 Lakh Gram Panchayats with fibre connectivity in all the states. The activity is to provide infrastructure from Block level to GP level through fibre and get broadband connectivity up to at each GP.

The project is now under execution in many states either directly by the states or by BBNL or its nominated PSUs.

SECTION 2: PROJECT OVERVIEW

As part of implementation of BharatNet Phase II project in Gujarat state, Gujarat Fibre Grid Network Limited (GFGNL) issued a RFP vide ref. no. GFGNL/DST/BharatNet – PIA/2018/30 dated 23rd March 2018. The RFP documents, clarifications issued by GFGNL to the Bidders and addenda to the RFP (and its addendums) can be accessed at dst.gujarat.gov.in .

The RFP calls for the project to be executed as two packages – Package A & Package B. ITI Limited has participated in this RFP and has won PackageA project as per final list of GP in work order ref no: GFGNL/DST/BHARTNET-BIDDER/2018/30 Dated 25th October, 2018 and any further amendments.

Primarily, the Package A consists of 3 islands (or groups of Districts) of GPs spread over 12 districts. Each island will have GPON network with Optical Line Terminals (OLT) at Block level and Optical Network Terminals (at ONTs) at Gram Panchayat level. The OLT systems will be installed in BSNL exchanges. OLTs and ONTs will be connected mainly through underground 96F/48F ribbon type OFC cables.

GPON network in each island will be connected to Gandhinagar State Data Centre (SDC) through an Optical Transport Network with 48F OFC backbone.

SECTION 3: FEATURES OF NETWORK OPERATIONS CENTRE

3.1. General

3.1.1 GFGNL project comprises varied subsystems like OLT, ONT, DWDM equipment, Remote Fibre Monitoring Systems etc. Each of these subsystems is managed by Emus.

3.1.2. Network Operations Centre (NOC) will be the central location situated in Gandhinagar from where network administrators supervise, monitor, control and maintain the GPON, Active and passive network. NOC will be located in a single premise from where detailed status of the network can be monitored and managed.

3.1.3. The NOC will have the capacity to monitor the active components like OLT, ONT, routers, switches, UTM, Servers, etc. on a video wall with dedicated team. The combined expertise will enable the State to have complete view of the network in the State.

3.1.4. It would have the capability of analyzing problems, performing troubleshooting, communicating with site technicians and tracking problems until they are resolved. When necessary, NOC shall be able to escalate problems to the appropriate stakeholders. For severe conditions that are impossible to anticipate, such as a power failure or optical fibre cable cut, NOC will not only have the knowledge base but also well-defined procedures in place to immediately contact technicians to resolve the issue.

3.2. NOC Design

3.2.1. The typical design of the NOC that has been envisaged is that, it will have rows of desks facing video walls, which display overall status of the network & its performance parameters, significant alarm details and ongoing critical incidents. The back walls of network operation centre are normally glazed. The NOC area have some attached rooms, which are used by members of the team responsible for dealing all kind of network and systems incidents, i.e., from low severity to very critical/serious incidents.

3.2.2. Individual desks will normally be assigned to specific network, technology or area of operation. Technicians will have single or numerous workstations on their desks with extra monitors to observe and monitor the network & systems from their desk.

3.3. NOC Functioning

3.3.1. NOC's function will be in a hierarchical manner where they have multiple tiers, which normally defines the skill of a NOC engineer. Thus, NOC handles issues in a hierarchical manner so that if an issue is not resolved within the stipulated time, it is escalated once again to the next level to ensure speedy resolution.

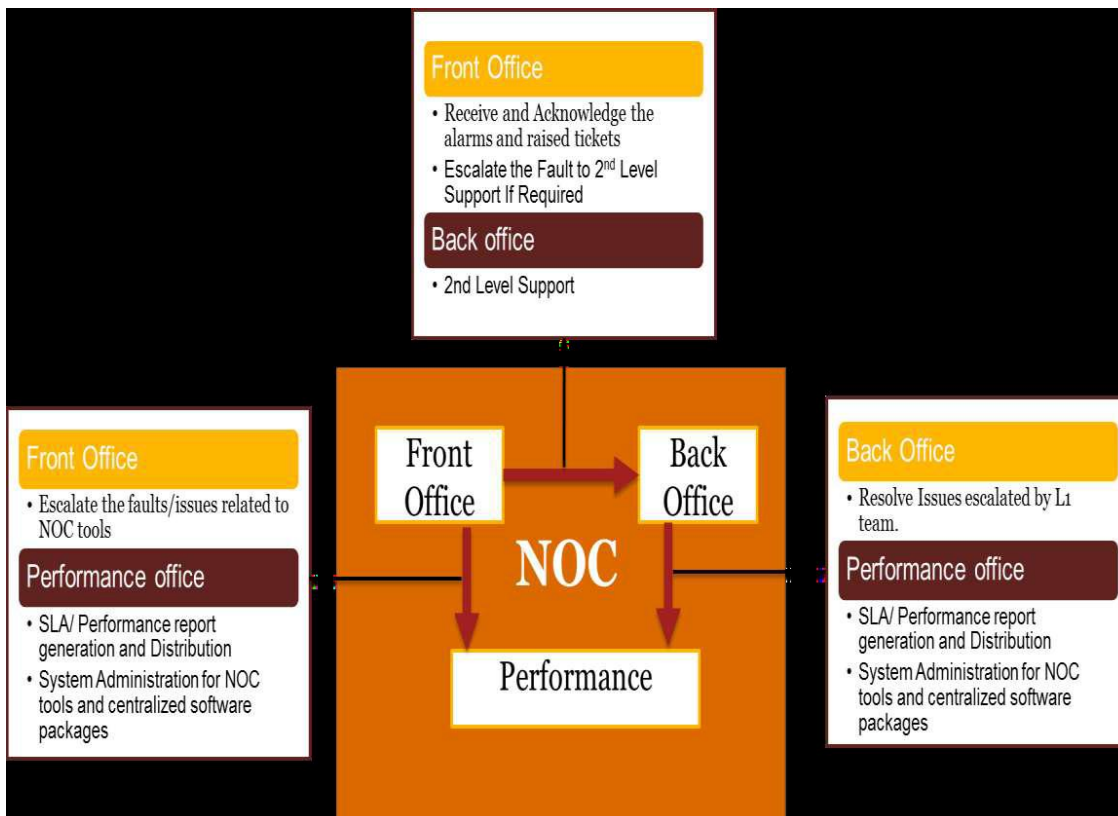
3.3.2. Primary responsibilities of the NOC team will include but not be limited to:

- Network Monitoring
- Incident Response
- Communication management
- Reporting Problems

NOC consists of three basic functions/departments:

1. Front Office (FO)
2. Back Office (BO)
3. Performance Office (PO)

The following diagram below depicts the fundamental activities performed between the functions:



3.4. NOC Monitoring Requirement

3.4.1. The core application of NMS will be hosted in the State Data Centre.

3.4.2. Maintain Network Management System (NMS), SLA & Performance Monitoring System for the complete BharatNet Phase -2 Network established.

3.4.3. The NMS shall be configured to automatically discover all manageable elements of the scope till ONT on field side and till gateway device at State NOC as well as Active devices installed at SDC (including servers, routers, UTM, switches, etc.).

3.4.4. All network components shall be configured to alert the centralized NMS server in case of any events, so as to reflect real status of all network components and links across the network.

3.4.5. The NMS should be configured also to poll all network devices and other IT components through IP/SNMP/equivalent protocol at regular intervals in order to determine their status and working.

SECTION 4: SCOPE OF WORK

4.1. Scope of work of Operation and Maintenance: As per GFGNL/DST/BharatNet – PIA/2018/30 dated 23rd March 2018

4.1.1 Supply of manpower resources at NOC situated at Gandhinagar in the state of Gujarat to achieve 24x7 monitoring of all network components installed in both packages as per the qualification and type of manpower requirement mentioned in detail in Annexure-I

4.1.2 The manpower resources will be carrying out Operation and Maintenance activity and maintaining the SLA.

4.1.3 The roles and responsibilities are also listed in Annexure – I.

4.1.4 To coordinate technical matters related to NOC and to quickly resolve any day to day issues and also to resolve quickly any queries or reference made by ITI and its customer GFGNL

4.1.5 Monitoring health status of all network entities and resources in the entire network.

4.1.6 Centralized management of all network elements (NE's) associated with GPON network like OLT, ONT, DWDM, RFMS etc.

4.1.7 Configuration, inventory and performance management of all network elements.

4.1.8 Generation of reports: Shall support generation of real time and historical performance data, reports of selected parameters, resources are linked on schedule which could be hourly/daily/weekly/monthly/annually or as decided by the user.

4.2. Engagement Period

The initial period of engagement would be for a period of 3 years, ITI/ GFGNL shall take the decision to extend the engagement period for an additional period upto 4 years at the rates which have been accepted and a separate order conveying the extension of work order for the same, if decided at the discretion of ITI/ GFGNL shall be issued at the relevant time.

The issue of order for the extension of this work order for O & M for upto 4 years, post completion of 3 years of O & M as part of this work order shall be binding on you.

SECTION 5: INSTRUCTION TO THE BIDDERS

5.1. Invitation of Bidders

Bids are invited from manpower outsourcing companies/ firms, as individual's companies, to participate in this tender for "Expression of Interest for Outsource of Manpower Resources for Network Operation Center at Gandhinagar in the state of Gujarat" meeting the eligibility criteria as specified in this tender.

5.2. Bid Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the EOI 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.

5.2.1 The ITI shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5.3. Authentication of Bid

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

5.4. Bid Submission

5.4.1 ITI's tender document can be downloaded from ITI web www.itilt-d-india.com or CPP portal www.eprocure.gov.in. The hard copy of the tender document is not available for sale by ITI.

5.4.2 Bid document fee of Rs. 2000/- shall be applicable for each bid. This shall be submitted as a Demand Draft or Pay Order drawn from a Scheduled Bank/Post Office in favour of ITI Limited, NS Unit, Dooravaninagar, Bangalore - 560016, along with the bid document. The bid document fee is non-refundable. Bid shall be valid for at least 90 days from the date of Bid opening.

5.4.3 Each bid shall be accompanied with a EMD from a Scheduled Bank for an amount of **Rs.9,00,000/-** in form of DD/Bankers Cheque/Bank Guarantee in favor of ITI Ltd,N.S.Unit, Bangalore-560016 valid for a period of 90 days from the date of bid opening.

5.4.4 On finalization of successful bidders, ITI shall release Purchase Orders to those bidders. The Contractor shall submit Performance Bank Guarantee from a Scheduled Bank to ITI for a value of **Rs. 4,50,000/-** of the Purchase Order value, valid for 18 months from the date of Purchase Order, within 15 days of ITI's Purchase Order. The validity of the PBG shall be extended in case of failure to complete the work within the original delivery time line.

5.4.5 The Bid Guarantee of the unsuccessful Bidder will be returned to the Bidder within 60 days of finalization of selection of the Bidders. The Bid Guarantee of the successful Bidder ("Contractor")

will be returned on submission of Performance Bank Guarantee for a value of **Rs. 4,50,000/-** of the Purchase Order value.

5.4.6 Bids in prescribed forms shall be in double sealed cover with the name of the work super scribed should be submitted to the Deputy General Manager- HR [NS & M], Networks Systems Unit, ITI Limited, Dooravaninagar, Bangalore -560016.

5.4.7 The Bid submitted shall consist of two covers as following:

(A)Cover one [A] [Technical bid] will have the full name, address of the Bidder and of the authorized agent delivering the tender at the bottom left and 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, Zone for which bid is applied etc.)

b.Copy of ITI's tender document signed by the authorized person of the Bidder at bottom of each page of the Tender document as an indication for having read and understood the tender including blank commercial format.

c.Power of attorney in the case of authorized representative having signed the tender.

d.Bid document fee of **Rs.2000** submitted as DD/ Pay Order drawn any Scheduled Bank or Post Office. This fee will be non-refundable.

e.GST Registration document.

f.Tax certificate for the last three financial years (2015-16, 2016-17 and 2017-18).

g.All Documents as proof of meeting eligibility conditions as mentioned.

h.Each Bid shall be accompanied with a EMD from a Scheduled Bank for an amount of **Rs 9, 00,000** in the form of Demand Draft/Banker Cheque/ Bank Guarantee in favour of "ITI Limited", NS Unit, Bangalore – 560016 valid for a period of 90 days from the date of Bid opening. As per MSMED Act 2006, MSME organizations are exempted from paying of EMD.

Bidder must bid as a single entity and no consortium or joint venture shall be allowed

i. Security Deposit: Successful Bidder should submit security deposit in the form of PBG of 5 % of the Contract Value valid for the contract period to be submitted within a week from the date of releasing Work Order.

(B)Cover Two [B] [Commercial BID] shall consist of financial/commercial bid in the format given in the Tender document. In case the financial bid is signed by a person different from the person who signed Technical Bid, power of attorney document shall also be submitted.

5.4.10 The last date/time for bid submission is **26.04.2019 at 12:30 pm.**

5.4.11 Bids received after the above bid submission date/time will be rejected.

5.4.12 Bidders desirous of having clarifications on the ITI's tender, they may send their queries through email to **mddwivedy_nsu@itilttd.co.in** ITI will respond to all the queries and such response

will be put up in ITI web site as well as CPP portal. No response shall be sent to any bidder separately. The last date for sending queries is **20.04.2019**.

5.4.13 The tenders will be received upto **26.04.2019 upto 12:30 pm**. and the Bid will be opened on the same date i.e. **26.04.2019 at 3:30 pm**. at the following address:

HR Department

Network systems Unit

ITI Limited

F-100, West Wing, Bangalore Complex

Doorvani Nagar

Bangalore-560016

Ph: 080 -25660510, 25660524

Email: mddwivedy_nsu@itilttd.co.in

5.4.14 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.

5.4.15 Letter of authority from the Bidder authorizing the persons to attend the Bid opening shall be submitted by such person(s).

5.4.16 Bids without Bid document fee, EMD or other technical compliances as required in this tender will be rejected.

5.4.17 The date for opening the commercial bids will be communicated to all successful Bidders separately.

5.4.18 The address for all correspondences regarding this tender is given below:

M D Dwivedy

Deputy General Manager- HR [NS & M], Network Systems Unit

ITI Limited

F-100, West Wing, Bangalore Complex

Doorvani Nagar

Bangalore-560016

Ph: 080 -25660510, 25660524

Email: mddwivedy_nsu@itilttd.co.in

5.4.19 The offers prepared by the Bidder and all the correspondences and documents relating to the offers submitted/exchanged by the Bidder, shall be written in English language.

5.4.20 ITI reserves the right to suspend or cancel the tender 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.

5.4.21 The Bidder shall bear all costs associated with the preparation and submission of its tender, including cost of presentation for the purpose of clarification of the offer, if so desired by ITI.

5.4.22 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 clarifications requested by the prospective bidders, modify the tender 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 tender.

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

5.4.24 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.

SECTION 6: ELIGIBILITY CRITERIA

6.1 General Eligibility

Sl.No	Requirements	Documents required
1	The bidder shall be an Indian registered agency/ company under the company act bz1956 and should be in existence for atleast 3 years as on date of submission.	
2	Name of the Agency/ Bidder with address, telephone, fax no. & name of the Principal Officer	
3	The bidders should be in the manpower outsourcing services since last five (5) years.	Documentary proof of the same to be provided
4	The bidders should have annual turnover of Rs. 10 Crores during the last 3 financial years.	Duly attested turnover certificate given by company auditor/ CA
5	The bidders must have executed at least one order/ contract consisting of supply of outsourcing of manpower during the last three financial years. The order must have value of at least 05 Lakhs	Copies of Agreement/ Work – order from client as documentary evidence may be provided with summary sheet of yearly contractual value.
6	The bidders must be registered with any of the two under the Provident Fund Act, ESI Act, Labour Act & Shop & Establishment Act	Copies of the same to be enclosed.
7	Bidder- Should be a profit making company from last 5 financial years and should have positive Net worth as on date.	Documents including audited and certified financial reports are required to be submitted for each of the financial years reporting turnover and net profit.
8	Copy of PAN, GSTIN registration	To be enclosed
9	As on date of submission of the proposal, the bidders should not be blacklisted/ debarred/ terminated by Central/ State Government Department/ PSU/ Corporation/ Board and Private Sector entity in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices.	Undertaking by the authorized signatory as well as all member of consortium as per the Formats.

Sl.No	Requirements	Documents required
10	The bidder should have atleast 10 office presence in state of Gujarat in different zones.	Proof of Local presence or A Self Declaration letter by an authorized signatory for setting up local office in Gujarat .

6.2 Technical Eligibility

Sl.No	Requirements	Documents required
1	The bidder should be certified ISO 9001, ISO 270001 and ISO 20000-1 company for atleast past 1 year from tender submission date. Bidder shall have atleast 10 certified engineers of associate or professional or equivalent level from leading OEM's of active and passive networking products.	Copy of ISO Certificate to be enclosed
2	The Bidder must have supplied minimum 50 IT technical manpower in Gujarat for a period of at least one year in any central or state government department /PSU/Utility /Govt. undertaking company during period of last 3 financial years ending on 31.03.2018. (Except Data Entry Operator). (On-going projects which have completed 1 year. period will also be considered)	Certificate of PO to be enclosed
3	Bidder shall have experience of operation and maintenance of 24x7 Network Operating Center (NOC) / Helpdesk for at least 1 client. (Bidders own NOC if used for commercial purpose will be considered as experience).	Documentary proof of the same to be provided.
4	Bidder should be registered entity with PF/ESIC. And Should have atleast 75 manpower on its payroll in Gujarat.	Documentary proof of the same to be provided

6.3 Financial Eligibility

Sl.No	Requirements	Documents required
1	The Bidder should have average annual turnover of Rs.50 Crores during the last 3 financial years ending 31.03.2018	Copy of the last three years audited financial statements/ Audited Balance Sheet along with CA Certified Statement.
2	Bidder should have positive net worth	Certificate from CA / Auditors should be provided.
3	Bankers Solvency Certificate issued during last 6 months	Certificate to be enclosed
4	Income tax return for the last three financial years.	Income tax returns to be enclosed

SECTION 7 : RESOURCE REQUIREMENT FOR NOC

The minimum required resources, their qualification and responsibility of each resource is given below.

Sl. No.	Designation	Qty	Roles & Responsibilities	Desired Qualification
At Central Location-State NOC				
1	Project Director	1 (from Package A)	Overall in-charge of Project Implementation, O&M of the complete project infrastructure. Coordinating with third party agencies and PIA of other package, vendors / operators and software/equipment's vendors. Should be the single point contact (SPOC) for managerial responsibilities and direct interface with GFGNL. Responsible for ensuring timely delivery of deliverables for each of the project components.	BE /B. Tech (EC or CS) with MBA Minimum 12 Years of Post Qualification Experience in large scale ICT infrastructure projects. Relevant Exp.: 8+ Years of experience as a project manager of large scale (1000 plus customer points) Telecom Projects having multiple cities/States/countries.
2	Dy. Director-Operations (Field)	2 (From Package A)	Overall in-charge of Project Implementation, O&M of the complete project infrastructure for respective Package. He will be stationed at location where DGM Projects– GFGNL will be sitting. Should be responsible for effective Technical Resource management, System & Resource planning, based on business forecast Responsible for ensuring timely delivery of deliverables for each of the project components.	BE /B. Tech (EC or CS) with MBA Minimum 10 Years of Post Qualification Experience in large scale ICT infrastructure projects. Relevant Exp.: 5+ Years of experience as a project manager of large scale Telecom Projects (500 plus customer points) having multiple cities/States.
3	Technical Manager cum Network Expert	1 (For Package A)	Responsible for overall management of the IT Infrastructure of the project. Responsible for overall deployment, Integration, upkeep and maintenance of all the IT components including hardware,	BE /B. Tech (EC) with CCNP (or equivalent Network professional level certificate) or higher certification 7+ Years of Post Qualification Experience in large scale ICT infrastructure projects. Relevant Exp.: 3+ Years of

Sl. No.	Designation	Qty	Roles & Responsibilities	Desired Qualification
			software, Databases etc. Responsible for end to end functioning and uptime of NOC and its related infrastructures	experience as a network manager of large scale (300 plus customer points) Telecom Projects.
4	State NOC Monitors	3 (One from Package A for each shift)	Overall In-charge Operation and Maintenance of NOC. Co-ordination with various stakeholders / agencies for resolution of issues/problems etc. Assignment of trouble ticket or incident to respective team.	BE /B. Tech (EC/IT) network certification 3+ Years of Post Qualification Experience in large scale (200 plus customer points) ICT infrastructure projects. Relevant Exp.: Must have an experience of managing command and control center having multiple sub-systems.
5	Server and OS admin	1(From Package A Only)	Co-ordinate with SDC and responsible for: Backup of operating system, database and application as per stipulated policies. Monitoring and enhancement of the performance of scheduled backups, schedule regular testing of backups and ensure adherence to related retention policies. Managing server environment installed at SDC. Responsible for system configuration, scalability, performance, OS administration / management, troubleshooting & Debugging and monitoring of servers.	BE/B.Tech/MCA in computer science/ IT 5+ years of Post Qualification experience 3+ years of experience in server admin
6	Database Administrator	1 (From Package A Only)	Responsible for database administration, and application change management procedure. Responsible for management of Database repository, creation, deletion, modification, backup and restore of Databases and their tables.	BE /B. Tech (IT/CS) 5+ years of similar type post qualification experience Should have experience in MySQL or any equivalent database administration
7	Developers	2 (From Package A Only)	Application development during the O&M phase of the solution, for additional functionalities, variation in existing functionalities Support all applications e.g. ERP, GIS, NMS, etc.	Minimum 6 years of experience as developer in the programming language used for the applications. At least One developer should have experience of mobile app development.

Sl. No.	Designation	Qty	Roles & Responsibilities	Desired Qualification
8	Network Engineers	4 (From each package - 2 each in day time shift, 1 each for night time two shifts.)	Installation, commissioning, Troubleshooting, of all the network equipment Maintenance, Monitor & Support for network equipment Regular update of software patches, antivirus etc. Any other activities as and when required.	BE /B. Tech with CCNA(or equivalent Network administrator level certificate) or higher certification 2+ years of similar type post qualification experience
9	Security Expert	1 (From each Package)	Plan and Implement comprehensive security policies and practices for entire infrastructure. Signatures updating, blocking of unwanted traffic, Antivirus updates, Patch updates, managing the network security on day to day basis. Monitoring any flooding, DoS, Intrusion attempt in real time during the office hours.	BE /B. Tech with CISSP/or equivalent Network administrator level certificate or higher certification 5+ years of similar type post qualification experience
10	Backup and storage expert	1 (From Package A Only)	Monitoring and enhancement of the performance of scheduled backups, schedule regular testing of backups and ensure adherence to related retention policies. Coordination with state SDC Team as and when required. Ensuring prompt execution of on-demand backups of volumes, files and database applications whenever required. Real-time monitoring, log maintenance and reporting of backup status on a regular basis. Prompt problem resolution in case of failures in the backup processes. Media management including, but not limited to, tagging, cross-referencing, storing, Retrieving, archival logging, testing, and vaulting in fire proof cabinets.	BE/B.Tech/MCA in computer science/ IT 5+ years of Post Qualification experience 3+ years of experience in NAS/ SAN or TMS backup environment

SECTION 8 : SPECIAL TERMS AND CONDITIONS

1. The bidder has to ensure that appropriate qualified manpower with requisite skill sets is deputed during the project tenure. The bidder shall depute the resources as per the requirements for carrying out the O&M related to NOC activity and maintaining the SLA. This is minimum indicative list of resources and based on actual requirements, the bidder may deploy any number of resources to meet the SLA. Company shall not pay any cost for additional resources required to operate, maintain, monitor & manage the Project as per the SLA. In case support staff is not available or is on leave, the bidder is required to provide the alternative personnel with same or higher technical capabilities of the non-available personnel.
2. M/s ITI and M/s GFGNL will verify/ interview suitability of manpower prior to deployment and only successful manpower resources during the above process will be deployed. The Bidder should submit the contractual agreement signed with resources for the period of contract.
3. It is clarified that the responsibilities and numbers mentioned against the position type are only indicative, it is the responsibility of bidder to provide requisite resources of right competency and experience to completely discharge functional requirements of Operations & management, Error reporting, SLA compliance, support (installation of applications, software, networking devices, OS, Storage, Backup) and the cost of such manpower should be part of the bid being quoted by the bidder.
4. The complete set of manpower resources proposed by the Bidder shall be on-site manpower for NOC only and strictly dedicated for this contract. Non-compliance of such deployment would result into imposition of penalty / termination of the contract.
5. The manpower deployed by the bidder shall report to the respective nodal officers nominated by Company.
6. The Bidder has to provide manpower for supporting IT and Communication Infrastructure(NOC) during entire contract period . Workspace shall be made available to the bidder. Bidder has to ensure that the manpower deputed during all stages of the project shall carry an Identity Card duly authenticated by the Company.
7. The bidder has to submit a detailed list of manpower resources deployed for the NOC activity. Resume/CV of the all the deployed resources should be provided and a proof of employment of the resource with the bidder.
8. The Bidder shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and for all costs / charges in connection thereof.
9. Company may at any time object to and require the Bidder to remove forthwith from the NOC an employee of the Bidder or any persons deployed by Bidder or it's subcontracted agency, if in the opinion of Company, the person in question has misconducted himself or his deployment is otherwise considered undesirable by Company, the Bidder shall forthwith remove and shall not again deploy the person in question of the work site without the written consent of Company.

10. Company may at any time request the Bidder to remove from the NOC the Bidder manpower or any other authorized representative including any employee of the Bidder or any person(s) deployed by Bidder due to incompetence or negligence or for being deployed for work for which he is not suited. The Bidder shall consider the request and may accede to or disregard it. Company having made a request as aforesaid in the case of any person which the Bidder has disregarded, may in the case of the same person at any time but on a different occasion and for a different instance of one of the reasons referred to above in this Clause object to and require the Bidder to remove that person from deployment on the work which the Bidder shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of Company.

11. Company shall state to the Bidder in writing its reasons for any request or requirement pursuant to this clause.

12. The Bidder shall maintain backup personnel and shall promptly provide replacement of every person removed pursuant to this section with an equally competent substitute from the pool of backup personnel.

13. In case of change in its team composition owing to attrition the Bidder shall ensure a reasonable amount of time-overlap in activities to ensure proper knowledge transfer and handover/takeover of documents and other relevant materials between the outgoing and the new member.

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

15. The successful agency/bidder shall be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund and Employees State Insurance etc., in respect of the persons deployed.

16. Bidder apart from the remuneration, will bear and pay the statutory obligation charges towards ESI, EPF and Bonus etc. to the manpower deployed, as applicable by the prevailing law from time to time.

17. Penalties

17.1. Penalty of Rs.4000 **Per** person Per day will be imposed if any manpower is absent for more than half an hour and less than half a day from work place during the working hours.

17.2. Penalty of Rs.8000 Per person Per day will be imposed if any manpower is absent for more than half a day.

17.3. In the absence of person not available for replacement of equally qualified manpower then penalty of Rs.5000 Per person Per day will be imposed.

17.4 If any expert manpower is absent for more than 1 week then the penalty will be doubled thereafter.

18. Payment Terms and Conditions

18.1.The rate to be quoted in a complete lot of manpower engaged as given in the chart on Per month basis.

18.2.The payment will be made on monthly basis after proper certification of payment made to all manpower engaged by the bidder and duly verified by the representative of the company.

SCHEDULE OF ITEMS AND QUANTITIES

Sl. No	Item Description	No of Resources	Total period of Engagement in months	Basic Unit Rate Per Month for 1 Lot without Taxes	GST/ Tax (%) Amount	Basic Unit Rate Per Month inclusive of GST/ Tax	Total Cost for the contact period including GST/ Tax
			A	B	C	D= B+C	E= A x D
1	Manpower Resources for Network Operation Center (NOC) as per Annexure - I	1 Lot	36				

NOTE:

1. Price to be quoted for 1 Lot as per Annexure – I of tender document
2. The Bidder shall submit the detailed biodata of their manpower resources within 15 days of issue of advance PO.
3. The The initial period of engagement would be for a period of 3 years, ITI/ GFGNL shall take the decision to extend the engagement period for an additional period upto 4 years at the rates which have been accepted and a separate order conveying the extension of work order for the same, if decided at the discretion of ITI/ GFGNL shall be issued at the relevant time.
4. Annexure – I is minimum indicative list of resources and based on actual roles and responsibilities listed in Annexure – I, the Bidder may deploy any number of resources to meet the SLA. ITI shall not pay any cost for additional resources.

APPENDIX A : BANK GUARANTEE FOR EMD

EOI No:

1. As agreed under the relevant terms and conditions of Purchase Order Ref _____ dt _____ (hereinafter called the said Purchase Order) between M/s. ITI Ltd., NS Unit, Dooravani Nagar, Bangalore-560 016, India. (Hereinafter called the purchaser) and M/s. _____ (hereinafter called the supplier) for supply of _____, the supplier hereby agrees to furnish a security Deposit against supply performance by way of an irrevocable Bank Guarantee for Rs. _____ (Rupees. _____). We _____ (indicate the name of Bank) (hereinafter referred to as 'THE BANK' at the request of the supplier do hereby undertake to pay to the purchaser, an amount not exceeding Rs. _____ (Rupees. _____) against any loss or damage caused to or suffered or would be caused to or suffered by the Purchaser, by reasons or breach by the said supplier of any of the terms or conditions contained in the said Purchase Order.
2. We _____ (indicate the name of the Bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the purchaser, by reason of breach by the said supplier of any of the terms and conditions contained in the said Purchase Order or by reason of the supplier's failure to perform the said Purchase Order. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees. _____).
3. The Bank further agrees that the Purchaser shall be the sole judge as to whether the said Supplier has committed any breach or breaches of any of the terms and conditions of the contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser on account thereof, and the decision of the Purchaser that the said Supplier has committed such breach or breaches and as to the amount or amounts of loss, damage costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser from time to time shall be conclusive, final and binding on the Bank.
4. We undertake to pay to the Purchaser, any money so demanded notwithstanding any dispute or disputes raised by the Supplier in any suit or proceedings pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

5. It shall not be necessary for the Purchaser to proceed against the Supplier before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Purchaser may have obtained or obtains from the Supplier.
6. We _____ (indicate the name of Bank) further agree with the Purchaser, that the Purchaser shall have the fullest liberty without our consent and without effecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Purchase Order or to extend time of performance by the said Supplier from time to time or to postpone for any time of from to time any of the powers exercisable by the Purchaser against the said Supplier and to forbear or enforce any of the terms and conditions relating to the said Purchase Order and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to said Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser, to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.
8. We _____ (indicate the name of Bank) undertake not to revoke this Guarantee during its currency except with the previous written consent of the Purchaser, in writing.
9. Notwithstanding anything contained in the foregoing clauses, our liability under this guarantee is restricted to Rs. _____ (Rupees. _____) and our guarantee shall remain in force until _____ (Date of expiry of warranty period). Unless a demand is made against us to enforce a claim under this guarantee within three months from the date of expiry of warranty period, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.

DATE:
PLACE:

For _____ (indicate the name of Bank)

APPENDIX B : POWER OF ATTORNEY

Know by all men by these presents, We ___ (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms___ (name and residential address of Power of attorney holder) who is presently employed with us and holding the position of _____ as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connect ion with or incidental to our Proposal for “Request for Proposals _____ for _____ Bid Number: < ___ > including signing and submission of all documents and providing information / responses to the Department, representing us in all matters before Department, and generally dealing with the Department in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

For,

Name:

Designation:

Date & Time:

Seal:

Business Address:

Accepted,

(Authorized Signatory)

(Name, Title and Address of the Attorney)

Note:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *The Power of Attorney shall be provided on Rs.100/- stamp paper.*

- *The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the company Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.*

APPENDIX C : COVERING LETTER

(On bidder's letterhead)
(To be submitted along with the PQ Bid)

Date: DD/MM/YYYY
Tender Ref No.

To,
(.....
ITI Name & Address
.....)

Sir,

We, the undersigned, offer to provide the services for the following assignment in accordance with your tender enquiry no..... dated: for
“
_____”

We are hereby submitting our proposal for the assignment, which includes the Technical Proposal and the Financial Proposal sealed under separate envelopes. Each page of the proposal has been signed by the Authorized Signatory.

If negotiations are proposed, at any stage we undertake to negotiate on the basis of the proposed solution. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,
Authorized Signatory:
Name:
Designation:
Name of the Firm:
Address:
Company Stamp:

**APPENDIX D : UNDERTAKING OF ABIDING BY ALL THE RFP
TERMS AND CONDITIONS**

(On bidder's letterhead)
(To be submitted along with the PQ Bid)

Date: DD/MM/YYYY

Tender Ref No.

To,

(.....)

ITI Name & Address

.....)

Dear Sir,

1. Having examined the Bidding Documents, the receipt of which is hereby acknowledged, we, the undersigned, submit deliverables in full conformity with the said Bidding Documents.
2. We undertake, if our bid is accepted, to commence work as per the schedule and to achieve the Acceptance within the respective times stated in the Bidding Documents.
3. We have read the provisions of bid & confirm that these are acceptable to us.
4. We further declare that bid is unconditional.
5. We undertake, if our bid is accepted, to commence the work as per the schedule immediately upon signing of the Agreement by both parties, and to achieve Completion within the time stated in the Bidding Documents.
6. If our bid is accepted, we undertake to provide a Performance Security in the form and amounts, and within the times specified in the Bidding Documents.
7. We undertake that, in competing for (and, if the award is made to us, in executing) the above assignment, we will strictly observe the laws against fraud and corruption in force in India.
8. Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us.

Yours Sincerely

Authorized Signatory:

Name:

Designation:

Name of the Firm:

Address:

**APPENDIX E : COMPANY TURNOVER & NET WORTH
DETAILS**

(CA Certificate)
(To be submitted along with the PQ Bid)

Date: DD/MM/YYYY
Tender Ref No.

To,
<<<.....
ITI Name & Address
.....>>

Bidder shall provide details of Turnover and Net worth as per table below Certified by CA

Last Three Years' Turnover & Network

(Rupees In Crores)

Year	Turnover	Network
Average		

Authorized Signatory:

Name:

Designation:

Name of the Firm:

Address:

Company Stamp:

APPENDIX F : UNDERTAKING OF BLACKLISTING

(On bidder's letterhead)
(To be submitted along with the PQ Bid)

Date: DD/MM/YYYY
Tender Ref No.

To,
<<<.....
ITI Name & Address
.....>>

Sir,
In response to the tender Reference No: _____ I as an owner/Partner/Director of <<Name of Bidder>>, I/We hereby declare that <<Name of Bidder>>, is having unblemished past record and was not declared ineligible for corrupt and fraudulent practices, involved in scam, PARA in public account committee or CAG audit and/or blacklisted either indefinitely or for a particular period of time by any government organization in India.

Yours sincerely,

Authorized Signatory:

Name:

Designation:

Name of the Firm:

Address:

Company Seal:

APPENDIX G : FINANCIAL PROPOSAL COVERING LETTER

(On Company's Letter Head)

Place:

Date:

To,

<<<.....

ITI Name & Address

.....>>

Ref: "Bid Title".

Bid Reference No: _____

Sub: Financial Proposal Covering Letter

Dear Sir,

We, the undersigned, offer to provide the services for _____ [Insert Title of the Assignment] in accordance with your Request for Proposal dated _____ [Insert Date] and our Technical Proposal.

Price and Validity

All the prices mentioned in our Bid are in accordance with the terms as specified in the bidding documents. All the prices and other terms and conditions of this Bid are valid for a period of Twelve Months from the date of submission of the Bids.

We are an entity registered in India and do hereby confirm that our Bid price (Total Contract Value in this Commercial Proposal) includes all taxes including income tax and professional tax except Service Tax / GST.

The prices we have offered, shall remain fixed and not be subject to escalation for any reason whatsoever within the period of Contract. Any increase / decrease in rates of taxes shall be to our account. We have studied the Clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax is altered under the law, we shall pay the same.

Bid Price

We declare that our Bid Prices are for the entire scope of the work and requirements as specified in the Bid documents, irrespective of whatever has been stated to the contrary anywhere else in our Bid.

Contract Performance Guarantee

We hereby declare that in case the Contract is awarded to us, we shall submit the Contract Performance Bank Guarantee in the form prescribed at Format as specified in the RFP.

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

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signatory:

Name:

Designation:

Address:

Date:

Company Seal

APPENDIX H : INTEGRITY PACK

Between

ITI LIMITED hereinafter referred to as “The Company” and

..... hereinafter referred to as “The Bidder/Contractor” **Preamble**

The Company intends to award, under laid down organizational procedures, contract/s for -----
------. The Company values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Company will ensure monitoring of the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Company

1. The Company commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - (a) No employee of the Company, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - (b) The Company will, during the tender process treat all Bidder(s) with equity and reason. The Company 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 Company will exclude from the process all known prejudiced persons.
2. If the Company obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Company will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

1. The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Company’s employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally

entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) 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 cartelisation in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Company as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process & exclusion from future contracts

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

Section 4 - Compensation for Damages

- 1. If the Company has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Company is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- 2. If the Company has terminated the contract according to Section 3, or if the Company is entitled to terminate the contract according to section 3, the Company shall be entitled to demand and recover from the Contractor the amount equivalent to Security Deposit / Performance Bank Guarantee in addition to any other penalties/ recoveries as per terms and conditions of the tender.

Section 5 - Previous transgression

- 1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the defined procedure.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

1. The Company will enter into agreements with identical conditions as this one with all Bidders/Contractors.
2. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact.
3. The Company will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against Bidder(s)/Contractor(s)/Subcontractor(s)

If the Company obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Company has substantive suspicion in this regard, the Company will inform the Corporate Vigilance Office.

Section 8 –Independent Monitoring

1. Competent and credible monitoring will be done as to whether and to what extent the parties comply with the obligations under this agreement.
2. Monitoring will be performed neutrally and independently and report to the CMD of ITI LIMITED.
3. The Bidder(s)/Contractor(s) accepts that the monitors have the right to access without restriction to all Project documentation of the Company including that provided by the Contractor. The Contractor will also grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. Notwithstanding anything contained in this Section, the Bidder(s)/Contractor(s) shall have no obligation whatsoever to provide any internal costing mechanisms or any internal financial or commercial data pursuant to any audit or review conducted by or on behalf of the Company. Further, the Bidder(s)/Contractor(s) shall not be required to provide any data relating to its other customers, or any personnel or employee related data.
5. The Company will provide sufficient information about all meetings among the parties related to the Project to the monitor provided such meetings could have an impact on the contractual relations between the Company and the Contractor.
6. Upon notice of any violation of this agreement, the Management of the Company may take corrective action or other relevant action.

7. If a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India is reported to the CMD of ITI LIMITED, and ITI LIMITED has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Corporate Vigilance Office, this information may directly be transmitted to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

1. This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.
2. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, ITI LIMITED.

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Company, i.e. Bengaluru. The arbitration clause provided in the tender document / contract shall not be applicable for any issue /dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For M/s ITI Limited

Place.....

Date

For the Bidder/Contractor

Witness 1:

Witness 2:

APPENDIX I : PERFORMA OF AGREEMENT

An AGREEMENT made this day the ----- Between
..... (hereinafter called the
“CONTRACTORS”) of the first part and M/s ITI LIMITED,
..... (hereinafter called the “COMPANY”) of the second part.

Whereas the Contractors have by tender dated-----offered to execute and fully complete the intended works in connection with the construction of
.....
.....for the company as set forth in the tender as amended and the drawings, general conditions, special conditions, specifications, bill of quantities and schedule hereto annexed according to the terms, obligations and conditions therein contained at and for an approximate total sum of Rs.
..... (Rupees
.....) and company has accepted such itemized rate tender in terms of its letter no
..... Dated

Now this AGREEMENT witnesseth as follows:

1.The CONTRACTORS covenant and agree with the COMPANY that the CONTRACTORS will within the time of..... months from the date stipulated in the work order and in the manner and pursuant and subject to all and singular the terms, obligations and conditions in the said tender as amended and the drawings, general conditions, special conditions, specifications, bill of quantities and schedule provide, contained and referred to execute and fully complete all and singular the works specified, described or referred to in and by the said tender as amended and the drawings , general conditions, special conditions, specifications, bill of quantities and schedule and will well truly observe, perform, fulfill, submit to and keep all the said terms, obligations, conditions, and matters in the said tender as amended and drawings general conditions, special conditions, specifications, bill of quantities and schedule contained and referred to and on the part of the CONTRACTORS to be observed, performed, fulfilled, submitted to or kept according to the true intent and meaning of the said tender as amended and the drawings general conditions, special conditions, specifications, bill of quantities and schedule. Any items not covered by the tendered rates will be worked out as per special conditions attached to the tender documents.

2.In case the work is not completed in the manner mentioned above to the complete satisfaction of the COMPANY in every respect within the aforesaid time limit of Months from the stipulated in the work order, the CONTRACTORS agree to pay a penalty of.....% of the value of the work order for each week of delay beyond the date stipulated for the completion, subject, however to a maximum of% of the work order. It is agreed that time is the essence of the contract.

3. In consideration of the premises the COMPANY covenants with the CONTRACTORS that it will pay to the CONTRACTORS at the several times and in the sums, proportions and manner in the said, general conditions, special conditions in that behalf provided the amount accruing from time to time, but subject to Conditions therein contained.

4. This agreement further witnesseth that the CONTRACTORS hereby covenant with the COMPANY that in the event of the non-fulfillment in any respect by the CONTRACTORS of the said covenants, terms, agreements, obligations will pay to the COMPANY all loss, damages, costs, charges and expenses as the COMPANY may be directly or indirectly put to in consequence of such non-fulfillment by the CONTRACTORS.

5. If the CONTRACTOR fail to perform the contract or carry out the contract to the satisfaction of the COMPANY within the period fixed for the purpose or at any time repudiates the contract before the expiry of such period, the General Manager (Civil) or any officer of the COMPANY so authorized may, without prejudice to the right of the COMPANY to recover from the contractors damages for the breach of the contract, terminate the contract as the whole or terminate a part of the contract at the risk and cost of the CONTRACTORS without prior notice and get the balance work executed through some other agencies and held the CONTRACTORS liable for all the losses and expenses incurred by the COMPANY. The decision of the General Manager (Civil) is final with regard to the satisfactory performance of the Contract and is binding on both the parties.

6. In the event of any disputes arising in connection with this contract, it is further agreed that such disputes shall be referred to the sole arbitrator as per the arbitration clause in the general terms and conditions of the contract.

7. The following documents are deemed to form Part and parcel of the agreement viz., the tender datedand letter no datedthe general terms and conditions, special conditions, the specifications, the priced bill of quantities, the schedule of rates and dated.....all of which for the purpose of identification have been signed by the.....on the behalf of the COMPANY, and on behalf of acceptance and all letters referred therein will also form a part of this agreement.

8. This agreement further witnesseth that the CONTRACTORS are responsible for any accident or other compensation payable to the workman employed by the working under the control of CONTRACTORS that the COMPANY has no sort of liability in the matter, and that if any payment would have to be made by the COMPANY, the same shall be reimbursed by the CONTRACTORS.

In witness where of the said parties here to have hereunto set their hands.

For, ITI LIMITED	For,
Authorized Signatory	PROPRIETOR

Witnesses:

1.

2.

Witnesses:

1.

2.

Place:

Date:

APPENDIX J : NON-DISCLOSURE AGREEMENT

ITI LTD.

(A Government of India Enterprise)

Network Systems Unit, Dooravaninagar

BENGALURU – 560 016.

NON-DISCLOSURE AGREEMENT

This Agreement is made on _____ day of _____ 2018 between ITI LIMITED, NETWORK SYSTEMS UNIT a Government of India Enterprise, having its registered and corporate office at ITI BHAVAN, DOORAVANINAGAR, BENGALURU – 560 016. herein after called ITI LIMITED which expression shall unless repugnant to the subject or the context mean and included its successor, nominees or assigns and

M/s _____ a company incorporated under the Indian Companies act, 1956, and having its registered office at _____ herein after called “Bidder” which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

Whereas a Tender was floated by ITI LIMITED for Soil investigation works and M/s _____ is one of the Bidders. The Bidder will be issued tender document, which contains highly classified and confidential information. The information is to be protected from unauthorized use and disclosure:

In consideration of this, the Bidder agrees as follows:

1. This Agreement will apply to any information attached hereto pertaining to project disclosed by ITI LIMITED to the Bidder in writing or otherwise information consists of tender document, specifications, designs, plans drawing, software, prototypes and / or technical information, and all copies and derivatives containing such Information, that may be disclosed to Bidder for and during the purpose. Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means by ITI LIMITED to the Bidder.

2. The Bidder shall use the information pertaining to this project only for the purpose and shall hold information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the information, and shall grant access to information only to its employees who have need to know, but only to the extent necessary to carry out the business purposes of this project as defined in. The Bidder shall cause its employees to comply with the provisions of this

Agreement applicable to his and shall not reproduce information without prior permission of ITI LIMITED. The permission to reproduce shall only be given if considered necessary and to the extent essential for fulfilling the purpose. The Bidder may, however, disclose the information to its consultants and contractors with a need to know; provided that by doing so, the Bidder agrees to bind those consultants and contractors to terms at least as restrictive as those stated herein, advise them of their obligations and indemnify ITI LIMITED for any breach of those obligations.

3. The Bidder shall not disclose any information pertaining to this project to any third party.
4. Upon the request of ITI LIMITED, he shall return all information to ITI LIMITED immediately, provided, however, that an archival copy of the information may be retained in the files of the Bidder's counsel, solely for the purpose of providing the contents of the information.
5. In case the Bidder is not selected for awarding the work of this project, he shall return to ITI LIMITED all the original documents that have been made over by ITI LIMITED to him pertaining to this project Within 15 days of outcome of the tender and/or shall destroy all hard / soft copy/(ies) of the information pertaining to this project. Intimation in this regard is to be given by Bidder to ITI LIMITED.
6. The Bidder recognizes and agrees that all the information pertaining to this project is highly confidential and is owned solely by ITI LIMITED, Govt of India and that the unauthorized disclosure or use of such confidential information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, the Bidder agrees that ITI LIMITED will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
7. The Bidder's failure to enforce any provision, right or remedy under this agreement shall not constitute waiver of such provision, right or remedy.
8. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.
9. This Agreement attached hereto constitutes the entire agreement with respect to the Bidder's obligations in connection with information disclosed hereunder.
10. The Bidder shall not assign this Agreement without first securing ITI LIMITED's written consent.

11. This agreement will remain in effect for ten years from the date of the last disclosure of confidential information, at which time it will terminate, unless extended by ITI LIMITED in writing.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized officer or representatives.

M/s _____

ITI LIMITED

Signature _____

Signature _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Signed

Signed