



ITI Limited
Corporate Marketing,
F-29, ITI Complex,
Doorvani Nagar,
BANGALORE – 560016

Ref : CRP/IS&IT/164/ 614

Date: 08-06-2015

Notice Inviting EOI for empanneling Partners for providing solutions based on mobile applications in the areas like Governance, banking & railways

In this EOI it is to be understood that though 'Mobile Applications' are developed mainly for mobile usage the data could also be accessed using Computer / Laptop / Tablet .

In this EOI 'Vendor' / 'Bidder' means the companies responding to this EOI and 'Partner' means the company which will be empanneled through this EOI process.

ITI is in the business of undertaking contracts for Setting up of IT & Communication Infrastructure and providing software services for various Government projects.

To address business opportunities in the area of mobile application solutions ITI invites sealed Expressions of Interest (EOI) from reputed and experienced firms in the area of mobile application for empannelment

Due Date for Submission of EOI is on 13-07-2015 at 12.30 PM

1.	Scope of the EOI	For implementation of s/w & h/w based mobile application systems of Central Govt./PSU, municipalities, Railways, Banks and of various govt depts in states and UTs in India as per the project requirements in the areas mentioned in Annexure-I.
	Two Bid system	The offer-Technical Bid shall be submitted in a sealed cover.
2	Technical Bid	
2(i).	Eligibility of the Bidder	
	a.	Bidder should be an IT company registered under Indian Companies Act, 1956 with 3 years of experience in providing mobile application services.
	b.	Should have an average annual turnover of Rs. 12 Cr for the last three fiscal years. The turnover criteria can be met by the single company or their own group companies.
	c.	Should have a positive networth for the last fiscal year. (To be certified by Auditor)
	d.	Bidder should have successfully implemented mobile based solution work during last 7 years (ie upto Apr 2015) for a total value of Rs 16 Cr.
	e.	The software and data of the system should be hosted in Servers in India.
	f.	The bidder should agree to work with ITI on a exclusive basis for addressing business in the areas mentioned at Annexure-I for projects for which the partnership may be finalised.
	g.	The bidder should not be blacklisted by any Government department/agencies
	h.	The bidder should be Willing to sign MoU/Teaming Agreement with ITI.
	i.	The software / hardware used by the bidder should belong to the bidder or if a third party(OEM) software is being used then authorisation from the OEM should be obtained . The OEM should also support the project for total project period.

2(ii).	Documents required:	
	a.	Company Profile (As per Annexure –II).
	b.	Certificate of Incorporation
	c.	Audited financial statements for the last 3 fiscal years. Document establishing the relation between the bidder and group companies certified by the Auditor and a letter from the group company willing to financially support the bidder for the projects.
	d.	Auditors certificate for networth, turnover.
	e.	Supporting documents covering experience as per clause 2(i) d to be supported by PO Copies, Completion Certificates/ Auditors Certificates duly notarised. List of Clients where similar work has been carried out with contact details and address to be furnished
	f.	Undertaking that the bidder is not blacklisted by any Government department/agencies
	g.	Copy of IT returns for last 3 years.
	h.	Sales Tax Registration Certificate
	i.	Service Tax Registration Certificate
	j.	Copy of PAN Card, CIN number.
	k.	(i) Undertaking on letter head to work with ITI as per Customer Requirement including Warranty & post-warranty services. (ii) The selected Partner should bear all the costs of the project like purchase of document, EMD, BG from nationalised bank etc. The BG/ EMD should be as per customer terms and conditions. Whenever EMD /PBG is not specified by the customer, EMD @ 2% and PBG @ 5 % of Tender / Work value shall be collected from partner. \ Where ITI is exempted from giving bid security /EMD, Tender fee, the same benefit will be passed on to SMEs empanelled against this EOI and later on selected for participating in the Tender along with ITI. Undertaking on Letter head accepting the above points is required
	l.	Undertaking on letterhead to obtain relevant Statutory licenses for operational activities, wherever applicable
	m.	To submit Power of Attorney authorizing the person signing the bid for this EOI.
	n.	Undertaking on letter head for Willingness to sign MoU/Teaming Agreement with ITI.
	o.	Clause by clause compliance of EOI terms with references to supporting documents.
	p.	As per the requirement of the Customer / project, the bidder should agree to modify / add required modules to their product. This should be taken up with out charging ITI and satisfy the Tender conditions / customer / project requirements. Undertaking on Letterhead to the effect is required
	q.	Undertaking that the system will be hosted in Servers in India.
	r.	Undertaking that the bidder has agreed to work with ITI on an exclusive basis for addressing business in the areas mentioned at Annexure-I for projects for which the partnership may be finalised.
	s.	Suitable document / undertaking to show that the software used by the bidder should belong to the bidder or if a third party(OEM) software is being used then authorisation from the OEM for use and also support the project for total project period.

	t	Signed Integrity pact as per Annexure –IV may be submitted along with the bid.
3.		<p>The financial bid need not be submitted against this EOI for empanelment. The empaneled vendors will be asked to submit the Financial bid later as required with the following terms</p> <p>Definition: Customer : Govt Agency placing Purchase Order on ITI for e-Governance activity. Partner: Successful bidder / partner selected for partnering with ITI through this EOI. User: End user / citizen using the system for availing the mobile based service.</p> <p>Payment Terms; Payment to the Partner shall be made after deducting the offered margin and the statutory taxes payable to the Govt. Penalties if any levied by the customer will be passed on to the Partner. Payment will be made only after receiving payment from the Customer. Under taking on letter to be submitted to indemnify ITI from any claims / penalties / statutory charges / Legal Issues / liquidated damages / legal expenses, etc.</p> <p>Advances: ITI, after following CVC guidelines, will consider to proportionately transferred advances if any, received from the Customer. Payment will be made after deducting ITIs margin. Partner has to furnish BG of 110% of the advance amount valid till the amount paid is adjusted.</p>

Note:

1. The Technical Bid shall be placed in an envelope , super scribed with "Technical BID FOR EMPANELMENT – Mobile applications ". And DO NOT OPEN BEFORE 13-07-2015 12:30 PM.The bid has to be addressed to CHIEF MANAGER-IS, IS&IT DEPT, F-29, NSU COMPLEX, ITI LIMITED, DOORVANI NAGAR, BANGALORE – 560016.
2. Technical bid will be opened at 1.00 PM on 13-07-2015.
3. Financial Bid from only empaneled qualified bidders will be sought later against which the bidder will have to offer Consolidated margin in percentage (%) on ITI billing value (excluding taxes) and also out of any amount collected such as registration fee and charges for participation in the on-line e-Governance process from the User. Margin offered should be firm through out the contract
4. Bid should be valid for a minimum period of 90 days from the date of opening of EOI response. The validity period to be mentioned in the bid.
5. Conditional offers are liable for rejection.
6. Bidder should provide a duly signed integrity pact along with this EOI. Proforma at Annexure-IV.
7. If required the agency should give a demo of their product to ITI / end customers at their own cost.
8. The bidder shall indemnify ITI against any legal proceedings with regard to Hardware / software license. The vendor shall at all times indemnify ITI against all claims which may be made for infringement of any right protected by patent, registration of design or trade mark and any claims / penalties / statutory charges, liquidated damages, legal expenses etc.

9. The Bidders should give Clause-by-clause compliance of EOI with references to supporting documents, otherwise the offers are liable for rejection.
10. Cost of EOI : The vendor shall bear all costs associated with the preparation and submission of his offer against this EOI, including cost of presentation. ITI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process.
11. Amendment of EOI: At any time prior to the last date for receipt of offers, ITI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective vendor, modify the EOI document by an amendment. In order to provide prospective vendor reasonable time in which to take the amendment into account in preparing their offers, ITI may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for EOI.
12. 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.
13. ITI Limited reserves the right to accept or reject in part or full any or all the EOIs without assigning any reasons thereof and without incurring any liability to the respondent. ITI Limited also reserves the right to Re-Tender without assigning any reasons thereof and without incurring any liability to the respondent.
14. In the event either party is in default in the performance and observance of any material obligation under the partnership, and such default, if capable of being remedied, has not been remedied within 30 days after the same has been brought to the attention of defaulting party in writing, the non-defaulting party may at its sole option be entitled to terminate the partnership with immediate effect by giving a written notice for the same or to provide additional 30 days for remedy with the right to claim for consequential damages.
15. The empanelment as per this EOI shall be valid for a period of 3 years.
16. The contract awarded by ITI to Partner / customer agreement agreed by Partner, during the contract period, has to be completed in all respects including AMC, contract obligation with the customer, even if the partnership is over. Similarly legal formalities / legal cases if any to be supported till the end of settlement of all the issues. Undertaking on letter head is to be submitted to the effect.
17. ITI's responsibilities shall be a) Front ending with Customers b) Overall Project Management. The rest of project responsibilities lies with the successful bidder.
18. Bidder should be willing to provide access of the log files showing the customers availing the services, needed for generating MIS reports and also for auditing purpose.
19. All undertakings to be given on company's letter head as per Annexure-III.

For clarifications regarding this EOI, you may contact : Nagraj K V, Chief Manager-IS
The EOI may be sent in a sealed cover so as to reach the following address on or before 12.30 PM on 13-07-2015 .

Chief Manager – IS,

Corporate Marketing,

F-29, ITI Complex, Doorvani Nagar, BANGALORE – 560016

Phone: 080 – 25660512, 25660526 Fax: 080 – 25667205 Email: nagrajkv_crp@itilttd.co.in

Website: www.itilttd-india.com

E Governance Areas.	Mobile Applications -Areas of Business	
	1	Land Records, Crops Record updation
	2	ICDS - Integrated Child development Scheme- System
	3	NRHM-National rural Health Management System
	4	Sakaala like services on mobile
	5	Mobile Banking Projects
	6	Mobile based IT Projects & Services for Indian Railways

Annexure-I

ANNEXURE-II**BIDDERS 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 FOR 3 FISCAL YEARS (RS IN CR)			
5.	DATE OF INCORPORATION			
6.	SALES TAX /VAT REGISTRATION NUMBER			
7.	SERVICE TAX REGISTRATION NUMBER			
8.	PAN NUMBER			
9.	CIN NUMBER, IF APPLICABLE			
10.	PF CODE			
11.	NUMBER OF TECHNICAL MANPOWER IN COMPANY'S ROLLS			

(Letter Head...)

ITI Ref : CRP/IS&IT/164/

Undertaking / Declaration with respect to Notice Inviting EOI for selecting Partner For Mobile applications

We (M/s.....) declare / undertake the following

- 1) We are not blacklisted by any Government department/agencies
- 2) We hereby agree to work with ITI as per Customer Requirement including Warranty & post-warranty services.
- 3) We will bear all the costs of the project like complete investment, purchase of document, EMD, BG from nationalised bank etc.
- 4) We will bear the PBG/ /BG EMD will be as per customer terms and conditions / EOI.
- 5) Even If ITI is exempted from PBG, we will give PBG of from nationalised bank to ITI.
- 6) We will obtain relevant Statutory licenses for operational activities, wherever applicable.
- 7) We are Willing to sign MoU/Teaming Agreement with ITI.
- 8) We hereby agree to modify / add required modules to the product / solution as per the requirement of the Customer / project . This will be taken up with out charging ITI and satisfy the Tender conditions / customer / project requirements.
- 9) We will ensure that that the system will be hosted in Servers in India.
- 10) We hereby indemnify ITI from any claims / penalties / statutory charges / Legal Issues / liquidated damages / legal expenses, etc.
- 11) We hereby indemnify ITI against any legal proceedings with regard to hardware /software IPs/ license,
- 12) We shall at all times indemnify ITI against all claims which may be made for infringement of any right protected by patent, registration of design or trade mark and any claims / penalties / statutory charges, liquidated damages, legal expenses etc.
- 13) The contract awarded by ITI to us / customer agreement agreed by us, during the contract period, will be completed in all respects including AMC, contract obligation with the customer, even if the partnership with ITI is over. Similarly legal formalities / legal cases if any will be supported till the end of settlement of all the issues.
- 14) We agree to work with ITI on an exclusive basis for addressing business in the areas mentioned at Annexure-I for projects for which the partnership may be finalised..
- 15) We agree that in case ITI considers transferring the advance amount proportionally to us, if any received from customer, will submit BG amount to 110% of the transferable amount.

Signature & seal

PRE-CONTRACT INTEGRITY PACT

GENERAL

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

WHEREAS the BUYER proposes to invite Expression of Interest (EoI) for selection/empanelment of technology partner for a technical tie-up with ITI for the marketing/manufacturing of (*name of the product*) and the BIDDER is willing to participate in the EoI as per the terms and conditions mentioned thereon;

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

NOW, THEREFORE,

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

Enabling the BUYER to select/ empanel a technology partner for the marketing/manufacturing of (*name of the product*) through the EoI in a transparent and corruption free manner, and

Enabling BIDDERS to abstain from bribing or Indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

follows:

1. Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, 'organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
 - 1.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3 Commitments of BIDDER

- 3.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - a) The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - b) The BIDDER further undertakes that it has not given, offered or promised to

give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or, execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

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

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

4 Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any 'corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5 Sanctions for Violations

- 5.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
 - a) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - b) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - c) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission.
 - d) To recover all sums paid in violation of this Pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

- 5.2 The BUYER will be entitled to take all or any of the actions mentioned above, also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6 Independent Monitors

- 6.1 The BUYER appoints Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.
- 6.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.4 Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 6.6 The BIDDER(s) accept(s) that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER with confidentiality.
- 6.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

7 Facilitation of Investigation

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

8 Law and Place of Jurisdiction

- 8.1 This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

9 Other Legal Actions

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

10 Validity

- 10.1 The validity of this Integrity Pact shall be from date of its signing and extend up to the contract period with the BUYER in case a contract is signed. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

The parties hereby sign this Integrity Pact.	BUYER	BIDDER
Name of the Officer.		CHIEF EXECUTIVE OFFICER
Designation		M/s (address)
ITI Limited (address)		
Place:		Place:
Date:		Date:

Witness:

1.
2.

1.
2.