



# **National Intelligence Grid (NATGRID)**

**Ministry of Home Affairs, Govt. of India**

**1<sup>st</sup> Floor, Shivaji Stadium Annexe, Connaught Place,  
Shaheed Bhagat Singh Marg, New Delhi - 110001**

**Expression of Interest (EoI)**  
**for**  
**‘Selection of System Integrator (SI) for**  
**NATGRID Solution Design, Development,**  
**Implementation & Support Services’**

**EoI No.: 21011/10/2015-PMU(Pt)**

**Date of Issue: 18/01/2019**

**(Note: Kindly see all clarifications/corrigendum on e-procurement website & read Bid Document carefully before submission of response. Also ensure that all documents are fully authenticated with Digital Signature of Authorized Signatory. )**

## Table of Contents

ABBREVIATIONS .....	4
PROPRIETARY .....	5
INVITATION for EXPRESSION OF INTEREST (EOI).....	6
1. INTRODUCTION.....	8
1.1 About NATGRID .....	8
1.2 About the Project.....	8
1.3 Implementation Framework .....	8
2. BROAD SCOPE OF WORK.....	9
2.1. Requirements Gathering.....	9
2.2. Solution Design.....	9
2.3. Solution Development .....	10
2.4. Solution Testing .....	10
2.5. System Integration & Rollout.....	10
2.6. Documentation, Training & Change Management.....	11
2.7. Warranty & post warranty Support .....	11
2.8. The IPR of custom code, solution developed specifically for NATGRID requirements will be owned by NATGRID.....	11
2.9. The indicative timelines.....	12
3. INSTRUCTION TO BIDDERS.....	13
3.1. EOI Document .....	13
3.2. Completeness of Response .....	13
3.3. Bid Preparation Costs & related issues.....	13
3.4. Pre-Bid Meeting.....	14
3.5. Responses to Pre-Bid Queries and Issue of Corrigendum .....	14
3.6. Right to Terminate the Process.....	15
3.7. Submission of Responses .....	15
3.8. Special Instructions to Bidders for e-Tendering .....	16
3.9. Broad Outline of activities from prospective Bidders for e-Tendering.....	16
3.10. Key Instructions for Bidders .....	17

3.11.	EoI Submission Format .....	17
3.12.	Deadline for Online Submission of Bid.....	18
3.13.	Date of Opening of Bids .....	19
3.14.	Validity of Bids.....	19
3.15.	Place of Opening of Bid.....	19
3.16.	Short Listing Criteria.....	19
3.17.	Evaluation Process.....	19
3.18.	Conflict of Interest.....	20
3.19.	Fraud and Corrupt Practices .....	21
3.20.	Pre Contract Integrity Pact .....	22
4.	PRE-QUALIFICATION CRITERIA .....	24
	ANNEXURE: Bid Submission Forms .....	26
	<b>Form 1: Bid Submission Letter .....</b>	<b>26</b>
	<b>Form 2: Compliance Check List.....</b>	<b>28</b>
	<b>Form 3: Details of the Bidder’s Organization.....</b>	<b>30</b>
	<b>Form 4: Financial Information (as per Audited Balance Sheets) .....</b>	<b>31</b>
	<b>Form 5: Project Citation Format .....</b>	<b>32</b>
	<b>Form 6: Certificate of Non-Debarment .....</b>	<b>34</b>
	<b>Form 7: Declaration that the bidder is a single entity.....</b>	<b>35</b>
	<b>Form 8: Proposed Architecture for NATGRID Solution .....</b>	<b>36</b>
	<b>Form 9: Details of Domain Experts .....</b>	<b>37</b>
	<b>Form 10: Integrity Pact.....</b>	<b>38</b>
	<b>Form 11: Application Proforma for Security Clearance .....</b>	<b>45</b>

## ABBREVIATIONS

Acronym	Full Form
AMC	Annual Maintenance Contract
BCP	Business Continuity Planning
BoQ	Bill of Quantity
BoM	Bill of material
BRD	Business Requirement Document
CA	Certifying Authority
CCA	Controller of Certifying Authorities
CMMI	Capability Maturity Model Integration
CPPP	Central Public Procurement Portal
DC	Data Centre
DD	Deputy Director
DR	Disaster Recovery
DSC	Digital Signing Certificate
EoI	Expression of Interest
Etc.	Etcetera
ETL	Extract Transform and Load
FRS	Functional Requirement Specification
IPR	Intellectual Property Rights
ISO	International Organization for Standardization
IT	Information Technology
MHA	Ministry of Home Affairs
NATGRID	National Intelligence Grid
NDA	Non-Disclosure Agreement
PO	Provider Agency
RFP	Request For Proposal
SI	System Integrator
SRS	Software Requirement Specification
SyRS	System Requirement Specification
UA	User Agency
UAT	User Acceptance Testing

## PROPRIETARY

This EoI is proprietary to NATGRID, and NATGRID reserves the right to recall the EoI in its entirety or in part. All responses to the EoI will become the property of NATGRID.

## INVITATION for EXPRESSION OF INTEREST (EOI)

1. This is an invitation from NATGRID for and on behalf of the President of India, for submission of Expression of Interest for '**Selection of System Integrator for NATGRID Solution Design, Development, Implementation and Support Services**'.
2. NATGRID intends to engage an IT firm as its System Integrator (SI) to deliver complete set of services as per broad scope of work and indicative timelines given in Section-2 of the EOI document.
3. This document should not be construed as Tender/ Request for Proposal (RFP).
4. The EOI should not be used by Prospective Bidders to market their Product or Services.
5. NATGRID reserves the right to modify and amend any of the stipulated condition/criterion in the Eoi document depending upon project priorities vis-à-vis urgent commitments.
6. Interested System Integrators having required capability, experience and resources to undertake the assignment may submit their response by means of online bids only through e-Tendering portal. For further details on e-tendering, interested bidders may refer Section 3.8 '**Special Instructions for Bidders for e-Tendering**' of the Eoi document.
7. The scope of work, relevant terms and conditions and other details for selection of SI will be provided in Request for Proposal (RFP) to shortlisted bidders after security clearance. **Accordingly, bidders are required to submit filled in Form 11 by authorised signatory for security clearance.** RFP will only be issued under Non-Disclosure Agreement (NDA) to security cleared shortlisted bidders.
8. Schedule for Invitation of EOI is given below :-

Sl. No.	Item of Information	Information
1.	Nodal Officer of Purchaser	Deputy Director (P&CM), NATGRID
2.	Contact Details of Nodal Officer	NATGRID, 1 <sup>st</sup> floor, Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg, Connaught Place, New Delhi-110001. Phone : 011-23444269 Email : <a href="mailto:ddproc.nig@gov.in">ddproc.nig@gov.in</a>
3	Last date for submission of Pre-Bid queries	11:00 Hrs on 24.01.2019

4	Date & time of Pre-Bid Meeting	11:00 Hrs on 25.01.2019
5.	Last date & time of submission of Bid	15:00 Hrs on 15.02.2019
6.	Date of opening of Bids	11:00 Hrs on 18.02.2019
7.	Minimum Bid Validity	180 days from the date of opening of Bids

# 1. INTRODUCTION

## 1.1 About NATGRID

NATGRID has been created as an attached office to the Ministry of Home Affairs (MHA). NATGRID solution is conceived to be a framework which will leverage Information Technology to enhance India's counter-terror capability for the approved User Agencies.

## 1.2 About the Project

NATGRID intends to engage an IT firm as its System Integrator (SI) for NATGRID solution design, development, implementation and support services.

## 1.3 Implementation Framework

The NATGRID software solution is proposed to be implemented through a system integrator. Broad implementation framework is given below:-

- (i) Solution delivery will follow the secure SDLC process
- (ii) Solution design including preparation of viz. Business Requirement Document (BRD), System Requirement Specification (SyRS), Software Requirement Specification (SRS), Functional Requirement Specification (FRS), HLD (High Level Design) & LLD (Low Level Design), of the NATGRID solution.
- (iii) Development, customization and configuration of NATGRID software solution.
- (iv) Design of deployment architecture, preparation of hardware & software Bill of material (BoM) & Bill of quantity (BoQ) specification based on architecture framework and performance requirements for running the NATGRID solution.
- (v) As part of next stage, NATGRID would procure the hardware/ software through a separate tendering process based on the BoM & BoQ specifications provided by the SI.
- (vi) Acceptance of NATGRID solution post successful test run.
- (vii) Subsequently, the Software Solution SI will deploy and integrate NATGRID solution across Main Data Centre (DC), Business Continuity Planning (BCP) & Disaster Recovery (DR) sites on IT platform procured by NATGRID. DC and BCP are planned to run in active-active mode, whereas DR is proposed to be in standby mode.

The Section-2: 'BROAD SCOPE OF WORK' may be referred for further details.



## 2. BROAD SCOPE OF WORK

The development of NATGRID solution would require use of cutting edge technologies to meet business, performance and security requirements. Privacy and IT Security will be one of the key aspects of this solution and would need to be factored in each stage of solution development and implementation following secure SDLC.

The detailed scope of work and solution requirements will be shared with shortlisted bidders after security clearance and signing of Non-disclosure agreement (NDA) at the RFP stage. Broad scope of work under this EoI is given below.

### 2.1. Requirements Gathering

- i) Study the conceptualized NATGRID solution framework and available artefacts.
- ii) Study Business Requirement in consultation with stakeholders and prepare detailed Business Requirement Document (BRD), System Requirement Specification (SyRS), Functional Requirement Specification (FRS) and Software Requirement Specification (SRS) documents.

### 2.2. Solution Design

- i) Prepare Solution Architecture, High Level & Low Level Design documents for the NATGRID Solution components; ensuring scalability and flexibility to evolve rapidly in response to changes proposed by the platform users.
- ii) Design technology architecture for deployment of solution, prepare BoM and BoQ for Test and Production (DC-BCP-DR), including detailed specifications, based on NATGRID solution's performance requirements.
- iii) Assist NATGRID & co- ordinate with technical and administrative committees for necessary approvals for development & implementation of NATGRID solution.
- iv) The Solution should have the following key features:
  - a. Scalability, security and flexibility
  - b. Advanced analytics capability across data domains and provide advanced visualization features for enhanced user experience
  - c. Access, store, and analyse structured & unstructured data from various sources;
  - d. Automatically generate alerts based on configurable rules
  - e. Capable of protecting from both internal and external threats to ensure end-to-end

security and opaqueness

- f. User Management for controlling access, enforcing rules, and auditing
- g. Assisted parameter tuning to improve accuracy of analytics
- h. Privacy by design
- i. Capability of handling Big Data
- j. Future road map for NATGRID solution will require architecture enablement for advance analytics, and other futuristic technologies. Hence, solution design shall be scalable to meet future requirements of the solution.

### **2.3. Solution Development**

- i) Develop scalable solution to query, analyse structured, semi-structured and unstructured data from pre-defined selected sources and develop connector applications and perform analytics.
- ii) Develop/ customize the Solution including Core Application, Connectors, Interfaces, Analytics & surrounding applications.
- iii) Supply IT infrastructure & software as per design and Terms & Conditions of RFP, for creating development environment for NATGRID IT Solution at NATGRID premises.

### **2.4. Solution Testing**

- i) Preparation of test plans and relevant test cases as per secure SDLC
- ii) Configure and Deploy the Software Solution in the test environment for testing purpose and carry out intermediate and integration testing of the developed solution.
- iii) Carry out solution testing viz. stress testing, performance testing and functional testing of the solution by the Users
- iv) Responsible for facilitating the security testing/review and audit of the solution by a third party as decided by NATGRID
- v) Close all issues/ bugs raised during various stages of Solution Testing/ audit.
- vi) Assist in acceptance testing of IT infrastructure procured by NATGRID for deployment of NATGRID solution.

### **2.5. System Integration & Rollout**

- i) Ensure deployment of IT infrastructure at DC, BCP & DR as per solution requirement in line with design & BoM prepared as per 2.2(ii) above and supplied by NATGRID through a separate tendering process.

- ii) Configure and Deploy the Software Solution across DC, BCP & DR on the IT platform procured by NATGRID based on the specifications, BOM & BoQ provided as above.
- iii) Integration across various solution components including but not limited to the hardware, software, security in coordination with other NATGRID supplier(s).
- iv) User acceptance testing and close all issues/ bugs raised
- v) Prepare & implement rollout strategy in conjunction with NATGRID and other stakeholders.

## **2.6. Documentation, Training & Change Management**

- i) Prepare & provide documentation for software development lifecycle.
- ii) Prepare and provide User manuals, troubleshooting guide, training documentation etc.
- iii) The SI will be actively involved in change management activities including but not limited to communication, training, necessary documentation and help desk management
- iv) Train specific group(s) of users to manage and optimally utilize the solution.
- v) Update, maintain & provide necessary documentation prepared during software development, deployment and operation & maintenance phase including user manual & troubleshooting guide.

## **2.7. Warranty & post warranty Support**

- i) Warranty & post warranty Support including but not limited to bug fixing, patch management, change management, upgrade & release for production environment for the complete solution.
- ii) Adhere to the contracted Service Level Agreements to ensure necessary uptime of the solution during the Warranty & AMC period.
- iii) Resolve issues and bottlenecks during the warranty & post warranty support for the deployed solution during Operations and Maintenance (O&M) phase.
- iv) Design and develop/ customize modules/ features as per evolving User requirements during the warranty & post warranty support period as per contract terms & conditions.
- v) Integrate & deploy the new customized modules/ features with the NATGRID solution.

## **2.8. The IPR of custom code, solution developed specifically for NATGRID requirements will be owned by NATGRID.**

The place of execution of assignment of work shall be at New Delhi/ Bengaluru at NATGRID premises as specified by NATGRID.

## 2.9. The indicative timelines

The Indicative timelines of the project are given below:

S. No.	Project Activity	Timeline (in months)
<b>Project Track-1- NATGRID application Development</b>		
1	Award of work and Team mobilization	T
2	Study of business requirement, preparation of FRS & finalization of solution architecture	T+2
3	Finalization of Hardware BoM for Test & production environment	T+2
4	High Level & Low Level Design for the NATSTAR Solution components	T+4
5	Design technology architecture for deployment	T+8
6	Completion of Development of Core Solution and Connectors – Phased Development	T+11
7	Testing & rollout on test environment	T+12
8	Security testing and code review by a third party	T+13
9	Limited Rollout from test environment and finalization of hardware BoM for production – Phased rollout	T+14
10	Resolution of observations reported by UAs/POs	T+17
11	Deployment of Solution in Production environment	T+18
12	User Acceptance Testing of integrated solution in production environment	T+19
13	Resolution of any observation/issue of acceptance test results	T+20
14	Completion of NATGRID Solution deployment in Production & Go Live	T+21
<b>Linked &amp; dependent Project Track-2- IT Infrastructure Procurement , installation &amp; Commissioning*</b>		
1	Issue of Software and Hardware Tender for Test & production environment	T+5
2	Issue of Software and Hardware Purchase Order for Test	T+9
3	Issue of Software and Hardware Purchase Order for Production	T+14
*These are indicative timelines for the procurement of IT infrastructure to be procured separately by NATGRID for test and production environment.		

## 3. INSTRUCTION TO BIDDERS

### 3.1. EOI Document

- 3.1.1. Interested bidders may download the bid document from [www.eprocure.gov.in](http://www.eprocure.gov.in) . No physical copy of the EoI document would be made available.

### 3.2. Completeness of Response

- 3.2.1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the EoI documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the EoI document with full understanding of its implications.
- 3.2.2. The response to this EoI should be full and complete in all respects. Failure to furnish all information required by the EoI document or submission of a proposal not substantially responsive to the EoI documents in every respect will be at the Bidder's risk and may result in rejection of its Bid at the sole discretion of NATGRID.

### 3.3. Bid Preparation Costs & related issues

- 3.3.1. The bidder is responsible for all costs incurred in connection with the participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/presentations, and preparation of EoI response along with providing any additional information required by NATGRID to facilitate the evaluation process.
- 3.3.2. NATGRID will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 3.3.3. This EoI does not commit NATGRID to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this bid.
- 3.3.4. All materials submitted by the bidder will become the property of NATGRID and may be returned completely at sole discretion of NATGRID.

### 3.4. Pre-Bid Meeting

3.4.1. NATGRID shall hold a pre-bid meeting with the prospective bidders on 11:00 Hrs on 25.01.2019 at  
National Intelligence Grid (NATGRID)  
Ministry of Home Affairs, Govt. of India  
1st Floor, Shivaji Stadium Annexe, Connaught Place,  
Shaheed Bhagat Singh Marg, New Delhi – 110001

3.4.2. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach on or before 11:00 Hrs on 24.01.2019 NATGRID Nodal Officer.

Deputy Director (P&CM),  
National Intelligence Grid (NATGRID)  
1<sup>st</sup> floor, Shivaji Stadium Annexe,  
Shaheed Bhagat Singh Marg, Connaught  
Place, New Delhi – 110001  
Telephone: 011 -23444269  
Email: [ddproc.nig@gov.in](mailto:ddproc.nig@gov.in)

3.4.3. All queries to be raised in the pre-bid meeting will relate to the EoI alone and no queries related to detailed analysis of Scope of work, payment terms and mode of selection will be entertained. These issues will be amply clarified at the RFP stage.

3.4.4. Bidders are requested to share their respective questions in an XLS using following format

Sl. No.	Clause No.	Sub-Clause No.	Clause content	Clarification Sought

### 3.5. Responses to Pre-Bid Queries and Issue of Corrigendum

3.5.1. The Nodal Officer notified by NATGRID will endeavor to provide timely response to all queries. However, NATGRID makes no representation or warranty as to the completeness or accuracy of any response made in good faith.

- 3.5.2. At any time prior to the last date for receipt of bids, NATGRID may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the EoI Document by a corrigendum.
- 3.5.3. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the procurement portal and emailed to all participants of the pre-bid conference.
- 3.5.4. Any such corrigendum shall be deemed to be incorporated into this EoI.
- 3.5.5. In order to afford prospective Bidders reasonable time to take the corrigendum into account in preparing their bids, NATGRID may, at its discretion, extend the last date for the receipt of Bids.

### **3.6. Right to Terminate the Process**

- 3.6.1. NATGRID reserves the right to terminate the EoI process at any time without assigning any reason whatsoever. NATGRID makes no commitment, express or implied that this process will result in any form of business transaction with anyone.
- 3.6.2. This EoI does not constitute an offer by NATGRID. The bidder's participation in this process may result in NATGRID short listing the bidder to submit a complete technical and financial response at a later date by way of issuing RFP.

### **3.7. Submission of Responses**

- 3.7.1. The bids shall be submitted online using single envelope methodology. The envelope shall contain documents of bidders satisfying the Pre-qualification condition requirements.
- a) Bids shall consist of supporting proofs and documents as defined in the Pre-qualification Section-4 of the document.
  - b) Bidder shall submit all the required documents as mentioned in the Annexure 1. It should be ensured that various formats mentioned in this EoI should be adhered to and no changes in the format should be done.

- 3.7.2. The Bid & supporting documents should be page numbered, must contain the list of contents with page numbers and shall be initialled by the Authorized Representative of the bidder.
- 3.7.3. EoI document submitted by the bidder should be concise and contain only relevant information as required under this EoI.
- 3.7.4. Bids must be submitted online by the bidder no later than the specified date and time specified in the invitation for EoI or any amendment thereof.
- 3.7.5. **Late Bids:** No bids shall be accepted online by the portal after the specified deadline for submission of bids prescribed by NATGRID.

### **3.8. Special Instructions to Bidders for e-Tendering**

- 3.8.1. E-Tendering is a new methodology for conducting public procurement in a transparent and secured manner. Suppliers/Vendors will be biggest beneficiaries of this new system of procurement. For conducting electronic tendering, NATGRID has decided to use the portal (<http://www.eprocure.gov.in>) through Central Public Procurement Portal, Government of India. Benefits to Suppliers are outlined in the home page of the portal.

### **3.9. Broad Outline of activities from prospective Bidders for e-Tendering**

- 3.9.1. Procure a Digital Signing Certificate (DSC)
- 3.9.2. Register on Central Public Procurement Portal (CPPP)
- 3.9.3. Create Users and assign roles on CPPP
- 3.9.4. View EoI notice on CPPP
- 3.9.5. Download Official Copy of the EoI Document from CPPP
- 3.9.6. Bid Submission on CPPP
  - a) Please take care to scan documents so that total size of the documents to be uploaded, remains minimum. If required, documents may be scanned at lower resolutions say at 150dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.
  - b) Utmost care may be taken to name the files/documents to be uploaded on CPPP. There should be no special character or space in the name of the file. Only underscores are allowed.



c) It is advised that all documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.

3.9.7. **Digital Certificates** – For integrity of data and its authenticity/non-repudiation of electronic records, and be compliant with Information Technology (IT) Act 2000, it is necessary for each user to have a Digital Certificate also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>]

3.9.8. **Registration** – To use the Central Public Procurement Portal (<https://www.eprocure.gov.in>) vendors would need to first register on this portal. The vendor should visit the home-page of the portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)) and go to the e-procure link and then select Bidders Manual Kit.

**Note:** Please contact NIC helpdesk (as given below), to get your registration accepted/activated.

<b>NIC Helpdesk</b>	
<b>Telephone Number (Toll Free)</b>	18002337315
<b>Email Id</b>	<a href="mailto:cphp-nic@nic.in">cphp-nic@nic.in</a> , Please mark CC to <a href="mailto:support-nic@ncode.in">support-nic@ncode.in</a>

### 3.10. Key Instructions for Bidders

3.10.1. Bidders must obtain Digital Signing Certificates well in advance of their EoI submission deadline on CPPP.

3.10.2. Register your organization on CPPP well in advance

3.10.3. Get your organizations concerned executives trained on CPPP using online training module well in advance.

3.10.4. Submit your bids well in advance of tender submission deadline on CPPP. NATGRID would not be responsible for any breakdown/non-responsiveness of the portal or internet connectivity issues.

### 3.11. EoI Submission Format

3.11.1. The entire EoI proposal shall be strictly as per the format specified in this Invitation for Expression of Interest and any deviation may result in the rejection of the EoI proposal.

The scanned copies of documents in pdf version only need to be uploaded on the CPPP portal.

3.11.2. The scanned copies of documents in pdf version of the following details along with supporting documents need to be uploaded on CPPP portal.

- i) Form 1: Bid Submission Letter
- ii) Form 2: Compliance Check List
- iii) Form 3: Details of the Bidder's Organization
- iv) Form 4: Financial Information
- v) Form 5: Project Citation Format.
- vi) Form 6: Certificate of Non-Debarment
- vii) Form 7: Declaration that the bidder is a single entity.
- viii) Form 8: Proposed Architecture for NATGRID Solution (Optional).
- ix) Form 9: Overview of Domain Experts.
- x) Form 10: Integrity Pact
- xi) Form 11: Proforma for Security Clearance
- xii) Copy of certificate of SEI CMMI Level 5 valid on the date of submission of the bid.
- xiii) Copy of certificate of ISO 9001 valid on the date of Submission of the bid.
- xiv) Copy of certificate of ISO 27001 valid on the date of submission of the bid.
- xv) Power of Attorney in the name of Authorized Signatory.

**The prospective bidders should ensure to attach the required documents along with the respective forms as specified. The bidders are requested to submit a properly numbered and indexed bid.**

### **3.12. Deadline for Online Submission of Bid**

3.12.1. Date and Time of Online Submission of bid is as given in '*Invitation for Expression of Interest (Eoi)*' or any amendment thereof.

3.12.2. No bids shall be accepted online by the portal after the specified deadline for submission of bids prescribed by NATGRID.

3.12.3. NATGRID reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

### **3.13. Date of Opening of Bids**

3.13.1. Online Opening of Bid: At 11:00 Hrs on 18.02.2019

### **3.14. Validity of Bids**

3.14.1. The validity of the bids shall be minimum 180 days from the date of opening of bids.

### **3.15. Place of Opening of Bid**

3.15.1. NATGRID has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event. NATGRID's Bid opening committee as well as authorized representatives of bidders can attend the Public Online Tender Opening Event from the comforts of their office.

### **3.16. Short Listing Criteria**

3.16.1. NATGRID will shortlist bidders who meet the PRE-QUALIFICATION CRITERIA mentioned in this Invitation to Expression of Interest.

3.16.2. The shortlisted bidders will undergo security clearance. The bidder who fails in security clearance will be disqualified from further selection process. The shortlisted and security cleared bidders will be required to sign the Non-Disclosure Agreement (NDA) before proceeding to further stage of selection process.

3.16.3. Any attempt by a Bidder to influence the bid evaluation process may result in the rejection of its Bid. If any information provided by the prospective bidders by way of self-certification or otherwise is found to be false, the prospective bidders would be disqualified at any stage.

### **3.17. Evaluation Process**

3.17.1. NATGRID will constitute a Bid Evaluation Committee to evaluate the Bid responses of the bidders.

3.17.2. The Bid Evaluation Committee constituted by NATGRID shall evaluate the responses to the EoI based on supporting documents & documentary evidence against respective pre-qualification criteria. Inability to submit requisite supporting documents, may lead to rejection of the Bid. Each of the responses shall be evaluated to validate compliance of

the bidders according to the Forms and the supporting documents specified in this document.

3.17.3. The Bid Evaluation Committee may seek clarification in writing to the bidders through NATGRID to evaluate suitability of the bidder for the assignment.

3.17.4. The decision of NATGRID in the evaluation of responses to the Expression of Interest shall be final. No correspondence will be entertained outside the evaluation process of the Committee.

3.17.5. NATGRID reserves the right to reject any or all proposals.

### **3.18. Conflict of Interest**

The SI shall not receive any remuneration in connection with the assignment except as provided in the contract. The SI and its affiliates shall not engage in activities that conflict with the interest of the NATGRID under the contract and shall be excluded from downstream supply of goods or construction works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the “Services” under the on-going contract. It should be the requirement of the contract that the SI should provide professional, objective and impartial advice and at all times hold the NATGRID interest paramount, without any consideration for future work, and that in providing advice they avoid conflict with other assignments and their own interests. SI shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of the NATGRID. Without limitation on the generality of the foregoing, SI shall not be hired, under the circumstances set forth below:

(i) **Conflict between system integration activities and procurement of goods, work or services:** A firm that has been engaged by NATGRID to provide goods, works, or services for the project, and each of its affiliates that directly or indirectly controls, is controlled by or is under common control with that firm, shall be disqualified from providing system integration services related to those goods, works or services resulting from or directly related to those goods, works or services. Conversely, a firm hired to provide system integration services for the preparation or implementation of a project and each of its affiliates shall be disqualified for such preparation or

implementation.

(ii) **Conflict between system integration assignments:** Neither SI (including their personnel and sub-consultants) nor any of their affiliates that directly or indirectly control, is controlled by or is under common control with the firm shall be hired for any assignment that by its nature may be in conflict with another assignment of the SI. As an example consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environment assessment for the same project, and consultants assisting a client in the privatization on public assets shall neither purchase nor advice purchasers of, such assets. Similarly, consultants hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.

(iii) **Relationship with Government Ministry / Department staff:** SI (including their personnel and sub-consultants) that have a close business or family relationship with such member(s) of the Ministry or Department's staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of ; (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of SI's work.

### **3.19. Fraud and Corrupt Practices**

The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary, contained herein, NATGRID may reject a bid without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process for the NATGRID Project.

Without prejudice to the rights of NATGRID under Clause 3.16.2 hereof, if a bidder is found by NATGRID to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, such bidder's response shall be declared as non-responsive and shall not be eligible to participate in any tender issued by NATGRID during a period of 2 (two) years

from the date such bidder is found by NATGRID to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

- a. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of NATGRID who is or has been associated in any manner, directly or indirectly, with the bidding process or this EOI or has dealt with matters concerning the NATGRID Project or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of NATGRID, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or (ii) engaging in any manner whatsoever, whether during the bidding process or after the issuance of this EOI, any person in respect of any matter relating to the NATGRID Project or this EOI, who at any time has been or is a financial or technical adviser of NATGRID in relation to any matter concerning the NATGRID Project;
- b. "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process ;
- c. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bidding process;
- d. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by NATGRID with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a conflict of interest; and
- e. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.

### **3.20. Pre Contract Integrity Pact**

The pact essentially envisages an agreement between the prospective vendors/ bidders and

the purchaser, committing the persons/ officials of both sides, not to resort to any corrupt practices in an aspect/ stage of the contract. Only those vendors/ bidders, who commit themselves to such a Pact with the purchaser, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification.

Bidder has to sign an **Integrity pact** as provided in the EoI document at Form 10, in original and should be submitted along with bid.

Following Independent External Monitor (IEM) has been appointed by Ministry of Home Affairs for this **procurement**.

i) Shri Vivek Rae, IAS (Retd)

Ex-Secretary, M/o P&NG, Government of India,

Address: 171 Gulmohar Enclave, New Delhi- 110049

Phone (residence): 01126950724

Mobile: 9871412828

ii) Smt. Anita Chaudhary, IAS (Retd)

Ex-Secretary, D/o Land Resources, M/o Rural Development, Government of India,

Address: Block T, 28/11, DLF III, Gurugram, Haryana-122002

Phone (residence): 01244046619

Mobile: 9899111169

## 4. PRE-QUALIFICATION CRITERIA

**4.1** The bidders will be assessed on the following mandatory prequalification criteria. The bidder must submit the details of Pre-qualifications as per requirement mentioned against respective prequalification criteria.

Sr. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	i) Should be Company registered under Companies Act, 1956/2013 or a partnership firm registered under LLP Act, 2008 or a partnership firm registered under Indian Partnership Act, 1932 ii) The bidder must have a valid Goods & Service Tax registration in India & a valid PAN card	i) Certificates of incorporation and Memorandum of association & Article of Association <b>or</b> Partnership Agreement <b>or</b> Registered Partnership deed <b>(as applicable)</b> ii) Proof of Goods & Service Tax Registration in India iii) Copy of PAN Card <b>(Use Form 3)</b>
2.	Annual Sales Turnover	Annual Sales Turnover during each of the last three financial years i.e. 2015-16, 2016-17 & 2017-18 should be at least ₹ 1600 Crores	Certificate from the statutory auditor or Certificate signed by the Company Secretary along with Balance Sheets of the last three financial years . <b>(Use Form 4)</b>
3.	Net Worth	Net Worth during each of the last three financial years (2015-16, 2016-17 & 2017-18) should be positive	
4.	Annual Sales Turnover from Software System Integration related operations	Annual Sales Turnover from Software System Integration (Application development/design/ customisation, maintenance and training for a Software solution) related services during last three financial years (2015-16, 2016-17 and 2017-18) should be at least ₹ 800 Crores  [Note: Turnover from sale of hardware, OEM software licenses and other services should be excluded while calculating this turnover.]	Certificate from the statutory auditor or Certificate signed by the Company Secretary. <b>(Use Form 4)</b>
5.	Technical Capability	Must have successfully completed one of the following project(s) in Government or Private Organizations: i) One project of minimum ₹ 120 Cr or	Copy of work order with client certificate Or Certification by the Company Secretary of



Sr. No.	Basic Requirement	Specific Requirements	Documents Required
		ii) Two project of minimum ₹ 80 Cr each or iii) Three projects of minimum ₹ 60 Cr each  Each of the projects must have been completed in last five years (from date of release of EOI) and should have significant component covering : i) Software Development Lifecycle including application design, development, implementation, with or without maintenance AND ii) Implementation of Business Intelligence and Analytics/Big data Analytics solution, covering at least two of the following areas: Pattern Identification, Entity Resolution, Link Analytics, Predictive Analytics, Real-time Analytics involving data volume of the order of Terabytes.	having completed the project(s) and the project(s) having Gone-Live <b>(Use Form 5)</b>  Note: 1. Global references of projects for proof of technical capability are also permitted. 2. Projects with similar scope where solution has gone live and project is in operation and maintenance phase shall also be considered.
6.	Software Certification	Should have been assessed and must possess a valid certification for SEI CMMI (Capability Maturity Model Integration) Level 5 as on the date of submission of the EoI response.	Copy of certificate valid on the date of submission of the EOI response
7.	Quality Management Certification	Should have ISO 9001 certification as on the date of submission of EoI response.	Copy of certificate valid on the date of Submission of the EOI response.
8.	Information Security Management Certification	Should have ISO 27001 certification as on the date of submission of EoI response.	Copy of certificate valid on the date of submission of the EOI response
9.	Debarment	Bidder (or any of its successors) is not in the active debarred list Published by Central Public Procurement Portal; or State /Central Govt. Department/ CPSU/ Autonomous Bodies.	Certificate by authorized signatory to this effect. <b>(Use Form 6)</b>
10.	Pre-contract Integrity	Integrity pact in the prescribed format	Integrity pact in the format prescribed <b>(Form 10)</b>

**4.2** In addition to the documents required for pre-qualification, Power of Attorney in the name of the Authorized Signatory is required to be submitted failing which the Bid will be summarily rejected.

## ANNEXURE: Bid Submission Forms

### Form 1: Bid Submission Letter

(Signed copy on company letterhead)

[Date]

To,

Deputy Director (P&CM),  
National Intelligence Grid (NATGRID)  
1<sup>st</sup> floor, Shivaji Stadium Annexe,  
Shaheed Bhagat Singh Marg, Connaught Place,  
New Delhi - 110001

Dear Sir,

Ref: **Response to Expression of Interest** - Selection of System Integrator for Solution Design, Development, Implementation and Support

Having examined the EOI No **21011/10/2015-PMU(Pt)**, named "Selection of System Integrator (SI) for NATGRID Solution Design, Development, Implementation & Support Services" dated 18.01.2019, we, the undersigned, offer to provide the Solution Design, Development, Implementation and Support services as required and outlined in the EOI for the NATGRID Project. We agree to abide by this response for a period of 180 days from the last date for submission of EOI response.

The following persons will be the authorized representative of our company/organisation for all future correspondence between the National Intelligence Grid and our organisation till the completion of the procurement process.

Correspondence Details	Primary Contact	Secondary Contact
Name:		
Title:		
Company Name:		
Address:		
Phone:		
Mobile:		
Fax:		
E-mail:		

We fully understand that in event of any change in our contact details, it is our responsibility to inform the NATGRID about the new details. We fully understand that the NATGRID shall not be responsible for non-receipt or non-delivery of any communication and/or any missing

communication from the NATGRID to us in the event of reasonable prior notice of any change in the authorized person(s) of the company is not provided to the NATGRID.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to the NATGRID is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading during the short listing process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions as stipulated in the EOI document.

We agree that you are not bound to accept any response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the EOI response.

If our company/corporation/firm/organisation is shortlisted at the EOI stage, we commit to submit a techno-commercial proposal in response to the RFP for selection of System Integrator for Solution Design, Development, Implementation and Support.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organisation and empowered to sign this document as well as such other documents, which may be required in this connection.

**Dated this    Day of <Month>    <Year>**

**(Signature of Authorized Signatory)**

**Name:**

**Designation:**

**Duly authorized to sign the EOI Response for and on behalf of:**

**(Name and Address of Bidder)**

**Seal/Stamp of bidder**

## Form 2: Compliance Check List

S No.	Basic Requirement	Supporting documents Required	Response	Documents & Form reference with Page Number
<b>Pre-Qualification Check List</b>				
1.	Legal Entity	i. Certificates of incorporation & Memorandum of association & Article of Association <b>or</b> Partnership Agreement <b>or</b> Registered Partnership Deed <b>(as applicable)</b>  ii. Proof of Goods & Service Tax Registration in India  iii. Copy of PAN Card <b>(Use Form 3)</b>	Yes/No	
2.	Annual Sales Turnover	Certificate from the statutory auditor or Certificate signed by the Company Secretary along with Balance sheets of the last three financial years which are available publicly. <b>(Use Form 4)</b>	Yes/No	
3.	Net Worth	Certificate from the statutory auditor or Certificate signed by the Company Secretary <b>(Use Form 4)</b>	Yes/No	
4.	Annual Sales Turnover from Software System Integration related operations			
5.	Technical Capability	Project Citation Format  <b>*Please mention as following</b>  <b>Project 1: for</b> Software Development Lifecycle/ Business Intelligence or Analytics solution / Big Data Analytics solution project (strikeout whichever is not applicable)  <b>Project 2: for</b> .....  <b>Project 3: for</b> .....  <b>(Use Form 5)</b>	Yes/No	

S No.	Basic Requirement	Supporting documents Required	Response	Documents & Form reference with Page Number
6.	Software Certification	Copy of certificate valid on the date of submission of the EOI response	Yes/No	
7.	Quality Management Certification	Copy of certificate valid on the date of submission of the EOI response	Yes/No	
8.	Information Security Management Certification	Copy of certificate valid on the date of submission of the EOI response	Yes/No	
9.	Debarment	Certificate by authorized signatory to this effect. <b>(Use Form 6)</b>	Yes/No	
<b>General Document Submission Check List</b>				
10.	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory	Yes/No	
11.	Covering Letter with correspondence details	Covering Letter with Correspondence details. <b>(Use Form 1)</b>	Yes/No	
12.	Declaration that the bidder is a single entity	<b>(Use Form 7)</b>	Yes/No	
13.	Proposed Architecture for NATGRID Solution	<b>(Use Form 8)</b>	Yes/No	
14.	Overview of Domain Experts	<b>(Use Form 9)</b>	Yes/No	
15.	Security Clearance	Proforma for Security Clearance by authorised signatory <b>(Use Form 11)</b>	Yes/No	

**[Bidder Name with seal]**

**(Signature of Authorized Signatory)**

**Name:**

**Designation:**

**Date & Place:**

### Form 3: Details of the Bidder's Organization

S. No.	Information Sought	Details to be Furnished
1.	Name and address of the bidding Company	
2.	Incorporation status of the firm (public limited / private limited, etc.)	
3.	Date of Establishment	
4.	Date of registration	
5.	ROC Reference No.	
6.	PAN No.	
7.	Address of the Registered Office in India	
8.	Details of company registration	
9.	Address of the Headquarters	
10.	Details of registration with appropriate authorities for Goods and Service Tax	
11.	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

**Note**

1. Please attach copy of certificate of Goods and Service Tax registration here
2. Please attach copy of memorandum of association and article of association here
3. Please attach copy of PAN number

**[Bidder Name with seal]**

**(Signature of Authorized Signatory)**

**Name:**

**Designation:**

**Date & Place:**

### Form 4: Financial Information (as per Audited Balance Sheets)

This is to certify that as per their audited financial statements, the turnover, net worth and other required financial details of M/s \_\_\_\_\_ in last three Financial Years are as given below:

	2015-16	2016-17	2017-18
Annual Sales Turnover (in Crores)			
Net worth ( in Crores)			
Profit After Taxes (in Crores)			
Annual Sales Turnover from Software, System Integration and Related Services (in Crores)			
Other Relevant Information			

The copies of respective balance sheets are enclosed.

\*It is confirmed that I am/we are the statutory auditors / Company Secretary of M/s \_\_\_\_\_

< Statutory Auditor/ Company Secretary's Name with seal>

<Signature of Statutory Auditor/ Company Secretary>

Name:

Date & Place:

Note: The above certificate should be signed by the statutory auditor or Company Secretary of the bidder organization.

\* Strike out whichever is not applicable

### Form 5: Project Citation Format

Relevant System Integration project experience needs to be mentioned (provide no more than 3 projects)

**Please use the same Formats for Project 1/2/3. A separate citation should be provided for each project, as applicable.**

General Information		
S. No.	Citation No:-	
1.	<b>Name of the project</b>	<i>(Provide reason in case information is being withheld)</i>
2.	<b>Client for which the project was executed</b>	<i>(Provide reason in case information is being withheld)</i>
3.	<b>Name and contact details of the client</b>	<i>(Provide reason in case information is being withheld)</i>
4.	<b>Confirmation of project delivery and Go Live</b>	<b>"It is hereby certified that the cited project has been delivered and gone live"</b>
5. Project Summary		
a)	<b>Total cost of project</b> for which Purchase order has been placed on prospective bidders (in ₹)	₹ _____ Cr
b)	<b>Cost of offered services under scope for which project citation is provided below at 5(c)</b> ( )	₹ _____ Cr
c)	<b>Project Citation for [ Strike out the scope if not applicable]</b> (i) Software Development Lifecycle including application design, development, implementation, with or without maintenance <p style="text-align: center;">AND</p> (ii) Implementation of Business Intelligence and Analytics/Big data Analytics solutions, covering at least two of the following areas: <ul style="list-style-type: none"> <li>• Pattern Identification</li> <li>• Entity Resolution</li> <li>• Link Analytics</li> <li>• Predictive Analytics</li> <li>• Real-time Analytics</li> </ul> involving data volume of the order of Terabytes.	
d)	Start Date of the Project	
e)	Gone live Date of the Project	
f)	Completion date of Project	
g)	Project Completed	Yes/No



h)	Description of the project at least covering the following details :- <ul style="list-style-type: none"> <li>• Broad scope of Work/Services</li> <li>• Scope of the Project (application design, development, and implementation)</li> <li>• Brief Technical Details, Services provided &amp; Technologies used</li> <li>• Outcomes of the project</li> </ul> <p><b>** You are encouraged to provide as much information as possible to allow evaluation</b></p>
<b>Other Relevant Information</b>	
6	Letter(s)/ documentary evidence from the client indicating award of work and successful completion of the project. <span style="float: right;"><i>To be provided if not covered under NDA</i></span>

**[Bidder Name with seal]**

**<Company Secretary's Name with seal>**

**(Signature of Authorized Signatory)**

**<Signature of Company Secretary>**

**Name:**

**Name:**

**Designation:**

**Date & Place:**

**Date & Place:**

**Form 6: Certificate of Non-Debarment**

[Date]

To,

Deputy Director (P&CM),  
National Intelligence Grid (NATGRID)  
1<sup>st</sup> floor, Shivaji Stadium Annexe,  
Shaheed Bhagat Singh Marg, Connaught Place,  
New Delhi – 110001

Dear Sir,

Ref: **Response to Expression of Interest** - Selection of System Integrator for Solution Design, Development, Implementation and Support

Sub : Declaration for not being debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid

In response to the EoI No: **21011/10/2015-PMU(Pt)** dated 18.01.2019 for “**Selection of System Integrator for NATGRID Solution Design, Development, Implementation & Support Services**”, I/We hereby declare that presently our Company/ Firm (name) \_\_\_\_\_ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body and is not in active debarred list Published by Central Public Procurement Portal (CPPP) as on the date of submission of the bid.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our EoI to the extent accepted (if any) may be cancelled.

**[Bidder Name with seal]**

**<Company Secretary’s Name with seal>**

**(Signature of Authorized Signatory)**

**<Signature of Company Secretary>**

**Name:**

**Name:**

**Designation:**

**Date & Place:**

**Date & Place:**

**Form 7: Declaration that the bidder is a single entity**

To,

[Date]: - .....

Deputy Director (P&CM),  
National Intelligence Grid (NATGRID)  
1<sup>st</sup> floor, Shivaji Stadium Annexe,  
Shaheed Bhagat Singh Marg,  
Connaught Place, New Delhi - 110001

Ref: Request for **Expression of Interest** - Selection of System Integrator for Solution Design, Development, Implementation and Support

Dear Sir,

Having examined the EOI, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the Solution Design, Development, Implementation and Support services as required and outlined in the EOI for the NATGRID Project.

We confirm that our company is a single entity while participating in this EOI process, and that I acknowledge that my bid will be declared invalid, if it is found by NATGRID that I have participated as a consortium.

We also acknowledge that our firm shall not be allowed to participate in any downstream activities of this engagement.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organisation and empowered to sign this document as well as such other documents, which may be required in this connection.

**(Signature of Authorized Signatory)**

**Name:**

**Designation:**

**Duly authorized to sign the EOI Response for and on behalf of:**

**(Name and Address of Bidder)**

**Seal/Stamp of bidder**

## Form 8: Suggestive Solution Architecture

NATGRID solution is to provide secure data exchange platform with analytics features wherein security and privacy of data will be paramount consideration. A brief write up may be provided on suggestive solution architecture which may include block diagram/ concept level drawing to indicate key elements which can be utilized towards design and implementation of NATGRID solution. The use of open source/ Proprietary/ custom developed products may be specifically indicated.

Bidders are encouraged to provide details specifically in following areas:

- i. List of possible open sources solutions in middleware, analytics and data virtualization
- ii. Availability of technology and performance impact for analytics on encrypted big data with opaqueness
- iii. Technology framework for implementation of privacy by design across data sets of different domains
- iv. Possible solutions for opaqueness and tamper proof data movement from source to processor & further to destination
- v. Performing entity resolution at run time on Encrypted/unencrypted data keeping overall user experience and performance intact

Note: The document, though required, **would not be used for evaluation purpose.** The document cannot be cited as a reference at any stage of the selection process including EOI/ RFP.

### Form 9: Details of Domain Experts in Bidder's Organization

The Bidder should provide details of professionals who are involved in following core areas covering conceptualization, design, security, privacy and implementation practices. The bidder may highlight domain specific Certification or any relevant quality standard achieved by respective resource/team.

S No.	Domain	Number of Professionals	Specific Remarks
1	Big Data System Design & implementation		Provide brief write up on key project implemented on Big Data
2	Data Security, Data Protection & Privacy Practices		Details of any implementation done by the firm
3	Information System Security		Details of certifications achieved
4	IT Infrastructure Design and Implementation Practices		Summary of 3 major implementation with size of Server, Storage and Network and Security
5	Data Analytics and Data Science		Brief write up on any major project implementation
6	SDLC Including application design, development, implementation and maintenance		Summary of 3 major development undertaken
7	Any other area related to NATGRID solution		

**Note:** The above information **would not be used for evaluation purpose for the EoI.** The document cannot be cited as a reference at any stage of the selection process including EOI/ RFP.

**[Bidder Name with seal]**

**(Signature of Authorized Signatory)**

**Name:**

**Designation:**

**Date & Place:**

## Form 10: Integrity Pact

### Integrity Pact Format:

This pre-contract agreement (hereinafter called the “Integrity Pact” or “Pact”) is made on <<day>> of <<month, year>>, between, on one hand, the President of India acting through <designation and department> Purchaser (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 <<bidder’s legal entity >> represented by <<name and designation>> (hereinafter called the “BIDDER/Seller”, 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 engage the SI for implementation of the Project and the BIDDER is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India performing its functions on behalf of the President 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 obtain the desired services at a competitive price in conformity with the defined specification by avoiding the high cost and the distortionary impact of corruption on public procurement, 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, personally or through family members,, 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 the 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.

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.

## **2. Commitments of the BIDDER**

The BIDDER commits itself to take all the 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:-

2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour or 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.

2.2 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 dis-favour to any person in relation to the contract or any other contract with the Government.

2.3 BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.4 The BIDDER further confirms and declares to the BUYER that the BIDDER 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.

- 2.5 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.
- 2.6 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.
- 2.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.8 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.
- 2.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.11 If the BIDDER who is involved in the bid process or any employee of such BIDDER or any person acting on behalf of such 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 BUYER who is involved in the bid process has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- 2.12 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.
- 2.13 For the purposes of clauses 2.11 and 2.12, the listed words shall have the ascribed meanings as follows:
- "employee of such BIDDER or any person acting on behalf of such BIDDER" means only those persons acting on behalf of such Bidder who are involved in the bid process / Project.
  - "officers/employee of the BUYER", means only those persons who are involved in the bid process / Project.
  - "financial interest/stake in the BIDDER's firm" excludes investment in securities of listed companies".
- 2.14 Bidders who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter

### **3. Previous Transgression**

- 3.1 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.

- 3.2 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.

#### **4. Earnest Money (EMD)**

- 4.1 The Bidder's EMD deposited along with the bid during the bidding process shall remain valid for 180 days from due date of submission of bid.
- 4.2 In case of the successful BIDDER, a clause would also be incorporated in the Performance Bank Guarantee that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Security in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4.3 Within 15 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security equal to <10 per cent> of the value of contract from a scheduled commercial or nationalised bank in accordance with the conditions of the Agreement.
- 4.4 Performance security should remain valid from date of execution of Contract to the expiry of 60 days after the date of completion of all contractual obligations including warranty obligations.
- 4.5 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Performance Security for the period of its currency.

#### **5. Sanctions for Violations**

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one 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:
- 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.
  - The Earnest Money Deposit (in pre-contract stage) and/or Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be require to assign any reason therefore.
  - To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing prime lending rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
  - To encash the performance bank guarantee, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

- 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 and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
  - To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - Forfeiture of Performance Security in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one 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. Fall Clause**

The BIDDER undertakes that under similar buying conditions, it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or subsystems was so supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **7. Independent Monitors**

Following Independent External Monitors (IEM) have been appointed by Ministry of Home Affairs for this procurement.

- i) Shri Vivek Rae, IAS (Retd)  
Ex-Secretary, M/o P&NG, Government of India,  
Address: 171 Gulmohar Enclave, New Delhi- 110049  
Phone (residence): 01126950724  
Mobile: 9871412828
- ii) Smt. Anita Chaudhary, IAS (Retd)  
Ex-Secretary, D/o Land Resources, M/o Rural Development, Government of India,  
Address: Block T, 28/11, DLF III, Gurugram, Haryana-122002  
Phone (residence): 01244046619  
Mobile: 9899111169

- 7.1 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.2 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.3 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.4 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.
- 7.5 The BIDDER(s) accepts 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 same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.6 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.
- 7.7 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ 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.

## **8. Facilitation of investigation**

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.

## **9. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is New Delhi.

## **10. Other Legal Actions**

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.

## **11. Validity**

- 11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto <X years> or the complete execution of the contract to the satisfaction of both the BUYER and the

BIDDER, including warranty period, whichever is later. In case Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract.

11.2 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.

**12. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_**

Buyer	Bidder
Name of Officer	CEO
Designation	
Dep /Ministry/PSU	
WITNESS	WITNESS
1.	1.
2.	2.

**Form 11: Application Proforma for Security Clearance**

**I. Details in respect of Company/Firm (Indian/Foreign)**

Sl. No.	Full Name of the company and its foreign collaborators, if any.	Date of registration of the company	Address of Head Office, Regional Offices and Registered Office	Previous name of the company if any	Details of earlier approvals, if any (ref. no. & date)	Complete details about the proposed activities.

**II. Details in respect of Directors/Key Executives**

Sl. No.	Full Name of Board of Directors and Key Executives (Wherever applicable)	Present position held with date (since when)	Date of birth	Parentage	Present & Permanent Address	Nationality	Passport Nos. and issue date, if any	Contact Address & telephone number

**III. Details of Shareholders having more than 10% shareholding in the applicant company (All firms/companies/entities/ individuals)**

Sl. No.	Full Name	Parentage Father/Mother	Date of birth	Permanent Address	Present Address	Present position held	Nationality (if holding dual nationality, both must be clearly mentioned)	% of Shares held in the Company

**IV. Details of criminal cases, if any, against the Company / Director(s) as per Annexure**

[Company Name with seal]  
 <Applicant's Name with seal>  
 Name: <<Insert Name of Contact>>  
 Title: <<Insert Name of Contact>>  
 Signature: <<Insert Signature>>

Note: The above self-declaration is required to be signed by the authorized signatory of the company.

**Self-declaration for Company and Director(s) for whom Security Clearance is sought**

a. Name & address and registration number of the company :

b. Name and address of owners, promoters and directors of the company :

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

c. Is the company owners, promoters or directors listed above, the subject of any

1. Preventive detention proceedings (PSA / NSA etc) : Yes / No

2. Criminal proceedings : Yes / No

d. If, Yes, please provide following details

1. Detention / Case /FIR / warrant number :

2. Police station/ District/Agency :

3. Section of law :

4. Name and place of the court :

e. The above mentioned details are in respect of both India and any other foreign country.

[Company Name with seal]

<Applicant's Name with seal>

Name: <<Insert Name of Contact>>

Title: <<Insert Name of Contact>>

Signature: <<Insert Signature>>

**Note:** The above self-declaration is required to be signed by the authorized signatory of the company.