

Ref: ITI/CORP/MKTG/Empanelment

Dated: 04/02/2023

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**EOI for Empanelment of Vendors for Smart Electric
Meters**



ITI LIMITED

(A Govt. of India Undertaking)
Corporate Marketing
F-100, I Floor, East Wing,
DOORAVANI NAGAR
BENGALURU – 560016

1. Introduction:

ITI Limited, the Country's premier Telecom Company, multi-unit Central Public Sector Undertaking is all set to take Telecom and IT to greater and unexplored realms. The Company has also emerged as the country's leading total solutions provider in comprehensive Telecom and IT solutions. The company offers complete range of ICT/ITeS products and services covering the whole spectrum of New Generation Switching, Transmission, Access and Subscriber premises equipment. In line with the prevailing technology trends, ITI has made strides in various fields of IoT and engaged in manufacture of Infrastructure equipment and facilities. Besides offering the latest telecom solutions and customized support to a variety of businesses, ITI has a dedicated Network Systems Unit for carrying out installation and commissioning of equipment and undertaking turnkey jobs. The company has set up state of the art Data Centre at Bangalore and has plans to setup a Data Park having world level IDC features in its most secured and multilayer security environment apart from many other firsts in the industry in line with the mission mode projects as per the aims and objectives of Government. The company is also committed to provide all infrastructural support in taking forward various e-mission initiatives of Government and Industry by providing Turnkeysolutions in IT infrastructure provisioning and to deliver end to end Software Solutions with the help of its team of professionals and partners.

ITI has a pan India business footprint supported by the network of its MSPs (Marketing, Services and Project) units at 22 locations covering almost all-big States and Cities. The Zonal heads of this MSP network are GM Level officers with their office establishments at Delhi, Mumbai, Kolkata and Bengaluru.

2. A number of important customers viz. State Governments, Educational Institutions, Urban Local Bodies etc. are approaching ITI Ltd for establishing their IT Network or to meet their IT related solutions on turnkey basis including supply, installation, integration and maintenance of the equipment. Few business organizations are inviting bids through open tenders for various supplies and services. In order to acquire the new business, ITI is participating and competing in such tenders. In order to engage prospective partners capable of executing various projects and services, this EOI is being requested from back end suppliers and service providers.
 - a) The quality and time lines involved in the delivery of the material and services of the project needs to be decided according to the requirement of the customer and specialized solutions and methodology needs to be adopted.
 - b) Taking the above aspects into account, ITI intends to shortlist a panel of vendors who possess the pre-qualifications and are experience to execute the kind of projects generally asked by the customers. These back-end

Vendors would be technically and commercially qualified in different areas who will be requested to offer the competitive commercial bids as per their Financial and Technical Capacity and capability, as and when the business opportunity so arises.

3.

- a) In the wake of the Government thrust on Digital India, e- governance and other automation initiatives, focusing primarily on technology based services for improving governance and citizen services, ITI Limited envisages huge potential in the field of Smart electric Metering(SEM) business which comprises of
- Supply of smart electric meter,
 - IT enabled Services & Software based solutions and
 - System integration.
- b) The responsibility of exploring the opportunity, bringing/designing solution, hardware, software and managing the same will lie with the ITI partners. A variety of business models viz. CAPEX based, OPEX based, CAPEX & OPEX based can be required to be implemented as per the decision of the customer.
- c) Accordingly, ITI Limited intends to empanel Entrepreneurs/Start-ups/LLPs/Companies to address various business opportunities in these segments of Government and Private on behalf of ITI Ltd, a premier IT and Telecom Company of Govt. of India.
- d) ITI Limited intends to carry out the future business opportunities only with empaneled vendors.
- e) Empanelment is for individual companies or consortiums (Maximum of three including lead bidders) will be considered.
- f) Once we empanel the vendors as per this EOI conditions, further project specific tenders in covered Class and category will not be floated by ITI and only compliance and commercial quote will be taken from the empaneled vendors of respective class and category.

If any vendor brings a particular business, for compliance, price bid will be called from other empaneled vendors in that category and the vendor who brought the project will be given the first right of refusal at the L1 price. In case the Vendor does not accept the offer at L1 rate, the job will be given to the vendor who quoted L1 rate. If any vendor quoting L1 rate does not execute/complete the project as per the terms and conditions of the customer, the, PBG submitted by the vendor will be forfeited.

- g) The empaneled vendor, who has partnered with ITI for a particular tender/

project shall not partner with any other lead bidder for the same tender/project. However, the empaneled vendor, if eligible can directly participate as a lead bidder in any tender/project as the agreement is non-exclusive.

- h) **All the documents required for empanelment shall be submitted by soft copy only to the email addresses mentioned in the EOI document.** Once empanelment process is completed with Corporate Marketing, the empaneled vendor has to register their company in the online portal of ITI Limited. The portal details will be intimated after completion of the empanelment process.

4. Scope of the work:

4.1 Smart Electric Meter related supply and Services with Designing, Supply, Integration, Testing, Commissioning and Maintenance as per need of the customer.

4.2 Software & Cloud solution services:

- a. Software service provider
- b. App Based Services and solutions.
- c. Cloud/data center services

4.3 System Integration, installation, setting up of AMI infrastructure and maintenance as per customer requirements

5. Important dates:

S. No.	Title	Description
1	Title of the EOI	EOI for Empanelment of vendors for Smart Electric Meters
2	Downloading of the EOI Document/sfrom ITI's website	=====
3	Pre - Empanelment Queries	Can be sent by email as this is an open ended EOI
4	EOI will be open for 3 months for submission and it may get extended based on requirement	Vendors can submit their response at the earliest for empanelment
5	Mode of submission	Soft copy by email to the mail ids: akrai_crp@itilttd.co.in vrsakum_crp@itilttd.co.in

		fo_rob@itilttd.co.in
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6. Classification and Categorization of Partners:

- 6.1 The selected partners shall be Classified, Categorized and Sub-categorized as per their eligibility as laid out in **Annexure-I**, based on their financial capacity and their work experiences in respective Category and Sub-category vis-à-vis the business need from case to case basis.
- 6.2 The applicant partner would be given a preference to choose all or a part of the scope of work from the given categories and shall be empaneled accordingly, provided he meets the eligibility for desired Class, category and sub-category.
- 6.3 The applicant partner would also be given a choice to address PAN India business or some specific state(s) or zone(s) so as to enable them to seek offers for the category of empanelment and the jurisdiction chosen.
- 6.4 The intended work shall be assigned/awarded to one among those empaneled partners of respective Class and Category who has relevant experience and his quotes are best amongst others.

7. Proposals are accordingly invited from interested and eligible entities to become partner of ITI for providing services as per the “Scope of Works” to ITI’s customers on non-exclusive and revenue sharing basis.

The eligible entities once empaneled, shall be addressed to bid their best offer of margin or pricing to undertake the services to ITI’s customers after entering into separate agreements with ITI Limited.

- 7.1 The bidder should be a business entity duly incorporated or registered in India under the relevant law to do business and engaged in the business of providing ICT based solutions with relevant Turnover and experience as per the Class and Category of empanelment applied for.
- 7.2 However, the turnover, Net worth & experience conditions are relaxed in case of start-up and MSMEs companies certified by DIPP, Min of Commerce, Govt of India - Certificate of recognition issued by DIPP, MOC& I to be submitted.
- 7.3 The bidder should have a positive net worth in last one year. (Copy of the same certified by CA to be submitted).

- 7.4 The bidder should have a valid GST registration certificate. (Copies of relevant tax/registration certificates to be submitted).
- 7.5 The bidder or any of the promoters/directors/partner or member should not have been defaulted/blacklisted regarding bad performance/ delayed delivery / Bank NPA, CDR (Corporate Debt Restructuring), SDR ((Spl Debt Restructuring), NCLT or for any other defaulting reason by any Central/State Govt departments, Autonomous bodies, Bank and Financial Institutions, PSUs from participating in the projects as on the date of submission of the application for the empanelment **(Undertaking to be submitted)**).
- 7.6 The bidder must comply with all regulatory, Data Security, IPR, legal and all other guidelines issued by GOI/DOT/MeitY/TRAI regarding IT/ITes, M-Gov, E-Gov, IOT/M2M, Software service etc.; **(Attach an undertaking confirmation wherever required)**.
- 7.7 The empanelment of the interested parties shall be in eligible Class and relevant category applied for, provided the applicant meets the Prequalification Criteria and possesses the required experience.
- 7.8 Whereas, the classification of partners shall mainly be based on their Financial Strength, the categorization would be linked to their Work Experience also. The details of Prequalification and other necessary pre-requisites for the empanelment are placed at Annexure-I.
- 7.9 Company reserves the right to redefine the Class, Category, Sub category and Financial limits for empanelment, based on its business needs, as and when required
- 7.10 The performance of empanelled vendors will be periodically (quarterly basis) reviewed by ITI. Parameters like progress against business target, progress of allocated projects and performance under the category for empanelment shall be considered for performance review. Based on such reviews, the class/category/sub-categories shall be upgraded/downgraded for the empanelled vendors.
- 8. The proposal, complete in all respect needs to be submitted in the prescribed format available at Annexure-II as bidder's profile. Checklist of documents as per Annexure-III to be submitted.**
- 8.1 ITI Limited will scrutinize all the eligible proposals and will enter into an agreement to empanel all such applicants who are found eligible and interested to be empaneled in various categories as per their eligibility.

8.2 ITI Limited reserves the right to reject any proposal without assigning any reason(s).

9. Documents required with the request of empanelment are given below: -

Following documents should be submitted with your response to this EOI.

9.1 Company Profile

9.2 Copy of the Incorporation certificate.

9.3 Article of Association & Memorandum of Association, registration of LLP, Partnership deed, registration of Start-up etc. as per the type of business establishment of the applicant and class of empanelment.

9.4 Turnover certificate signed by the company's Auditors/ CA.

9.4.1 To accept claim of Turn over for deciding **sub-category of experience**, a Certificate from the statutory auditor for Class A to C and self-certification from Class D mentioning one or more components in the category of business may also be accepted.

9.4.2 Category applied for and supporting documents in the Field of Expertise as per category in Annexure -I (CATEGORIES OF PARTNERS -Based on type of Experience)

9.4.3 Auditors Net worth certificate

9.4.4 Towards experience, the Project completion certificates, along with a copy of Work Order/ Contract/ Agreement from the Client/Owner, to be submitted. In case of NDA restrictions, the name of customer may be suppressed and certified by the auditor or self.

9.5 GST Registration Certificate or valid exemption certificate

9.6 Valid Power of Attorney on Rs.100/- Stamp Paper along with board of resolution for authorizing the person signing the bid for this EOI.

9.7 Copy of PAN Card

9.8 Contact details i.e. Name, email-id, website URL (if maintained), phone no, mobile no, fax no. of responsible person for liaison in this matter.

9.9 Copy of Completion certificates supported by respective purchase

Orders, during the last five years to prove the experience in any one or more kind of services as mentioned in the list of categories in Annexure-I needs to be submitted.

9.10 List of Directors / CEO / COO including their name (s) and address(s) Director Identification Number [DIN] of all the Directors. Corporate Identity Number [CIN].

9.11 A printed copy of the latest Annual Report. In case the printed copy is not available, Xerox copy of the same duly certified by the Company Secretary / Director / Managing Director / Partner of the Company.

9.12 Non-refundable Empanelment fees in the form of DD or RTGS/IMPS etc. in favor of ITI Limited, Bengaluru. In case, fee is being paid in the form of DD, the original DD should be delivered to the following address:

Dy. General Manager – Corporate Marketing
ITI Limited, Corporate Marketing,
F-100, I floor, East Wing,
Dooravaninagar, Bangalore-560016.
Email: jvsellaiah_crp@itiltd.co.in

The soft copy of the DD or RTGS details need to be submitted along with the bid documents by email.

9.13 Non-Disclosure Agreement (NDA), duly signed & notarized on non-judicial stamp paper of Rs.100/- (NDA format enclosed, Annexure -V).

9.14 Pre - Contract Integrity pact as per Annexure-IV

9.15 The copies of relevant ISO accreditations (where applicable):
Certificates like 9001:2008, 20000:2011, 27001:2005 and CMMi- III or above. Such certificates of vendors shall be submitted to enable ITI to address the business queries swiftly.

9.16 A detailed write-up providing details of the areas of expertise and the past experience of executing various projects and business endeavors accomplished, showcasing their strengths and challenges.

9.17 Complete details of software and IT products with specifications & features, past and prospective clients etc. which the applicant wants to include in their bouquet of work category.

9.18 The list of companies with whom the applicant is already empaneled, for extending similar services as asked in this EOI, needs to be attached.

- 9.19 The applicants already associated with ITI Ltd as a start-up or using ITI Ltd as a technology incubator, shall be given a preferential treatment in their empanelment as per their basic category of eligibility. Also, the applicants who are already empaneled with ITI Ltd for executing or providing similar type of solutions to ITI's customers, shall also be given a preferential treatment and efforts would be made for seamless empanelment of such partners into this scheme as per their class, category and sub- category of eligibility.
- 9.20 The partners empaneled once, would continue to update their commercial and technical capabilities as and when it so happens, in order to maintain the records with ITI Ltd to enable it to address the business opportunities as per their capacity and capability to handle different kinds of business. The Class and Categorization of empanelment can also be changed / upgraded on request, satisfying the eligibility criteria for such category. However, if it is learnt that a particular partner has been lacking in its financial or Work Experience credentials, the Class of empanelment may also be degraded and category modified accordingly.
- 9.21 The period of non-exclusive empanelment agreement will be initially for 3 years.
- 9.22 Company Secretary certified document that the bidder has not been blacklisted in India / ineligible to participate for bidding by any state /Central Govt. or PSU due to unsatisfactory performance, breach of general or specific instructions, corrupt /fraudulent or any other unethical business practices or barred from participating in government project due to security reasons for last 3 financial years. Certification could be from CS or from Authorized signatory of the organization on company letter head
- 9.23 Bidders Details as per Annexure II
- 9.24 Self-certified clause by clause compliance checklist document as per Annexure-III

10. Selection of the Implementation Partner:

- 10.1 The proposed solution/design shall have to be presented by vendors jointly with ITI Ltd to the prospective customer(s) at No cost and No commitment basis.

10.2 The specific requirements of the customer towards a particular Solution/Design/ Prototype (product/services) of any Partner, shall prevail over other criterion of selection of a partner to serve such customer(s).

10.3 In case of RFP/Tender/Eols from the end customers, the enquiry to finalize back end vendors, to provide the agreed/required solution/service, shall be made amongst eligible empaneled vendors only and the one found offering best rates/margins shall be chosen. The eligibility criteria, commercial & technical, would vary as per the responsibility index of the backend vendor on case to case basis and as per the Class and Category of the partner empaneled with ITI Ltd to address each opportunity.

10.4 Although, the selection of a partner to undertake any work on behalf of ITI shall be based on an open competition amongst eligible empaneled partners, but the Vendors who nurture the business lead with all-out efforts and brings the customer on board (nomination basis), would be given a preferential choice if otherwise eligible and can meet the competition. Margins should be finalized before submitting such proposals to the customer for nomination orders.

10.5 In order to give an edge to such Partner who nurtured the business lead right from the beginning with his business interest to get the implementation job allotted to him, must be given a choice if he can meet the competition by way of providing **“First Right of Refusal”** at the L1, rates (in case of seeking Price Bid) Or H1, rates (in case of seeking Margin Bid) as determined by existing sealed Quote method from the eligible Vendors. In case the Incumbent Vendor claiming the opportunity is non L1 or non H1 (as the case may be) and accepts to deliver the business at L1/H1 rates by exercising his first right of refusal, the job shall be awarded to him.

10.6 In case the incumbent partner is non L1/Non H1 and chooses not to accept L1/H1 rates, the Vendor quoting the L1/H1 rates has to work on his quoted rates, else the punitive actions will be taken against the defaulter(s), such as forfeiting of PBG and offering the work to the next eligible bidder.

10.7 Once empaneled partner has been selected for specific project/work through Eol by ITI, he will not be allowed to take direct participation or partnering with any third party to address such identified Lead/ opportunity. However, the empaneled partner if eligible can directly participate in any tender / project as a lead bidder as the agreement is Non-exclusive. Any attempt to violate this discipline shall be termed as a default to the policy and process to rescind his empanelment shall be taken and blacklisting of such entities may also be initiated.

10.8 The MOU and other documents of this partnership should not be used by any party as a document of eligibility for any other opportunities without the written consent of the other party.

10.9 In case the vendor is directly dealing a business lead but also asked by ITI for quoting its rates against such business, he should immediately inform by return mail of his intentions.

10.10 Remuneration to the OPP who is not able to take on the execution of the project.

i) In case of a winning bidder being other than OPP (Original Project Proponent), represented by a firm ITI would pass on 10% of its Margin money to that OPP for their effort to bring business, preparing techno-commercial presentation and preparation of bids for ITI and to provide support and consultation in the delivery of business to its success. This does not impact or change the price quoted by empaneled vendor in the bid submission.

ii) These charges shall not be applicable on AMC, if AMC follows the execution part and not the main business case.

iii) Payable only after PO is received and once the payment against bills is received.

iv) Agency who brought business but not L1 and not willing to take work at L1 price is not qualified as OPP.

11. Determination of Margin and Revenue Share:

11.1 Revenue sharing and Margin to ITI is the basic feature of service partnering.

11.2 Pricing model, discounts etc. for the specific offered solution(s) shall be detailed in the separate agreements and will be signed between ITI Ltd and the vendor as per mutual acceptance. The Price and Margin as applicable would however be decided on best quote basis through competitive price/margin bidding and the decision to accept or reject any or all the bids shall lie with competent officer of ITI Ltd.

11.3 To reach to acceptable Prices and Margins, the negotiations may be resorted with the L1 price or H1 margin offered by bidder as the case may be.

11.4 However, should there be any tangible goods and services provided in the delivery of the services to the customer by ITI Ltd from its own resources viz. man-power, Data Centre, Cloud services, manufacturing service and any other goods and services or arranged from the third party such as Leased Circuit or internet connectivity etc. same shall be chargeable on pass through basis and billable separately over and above the share of

revenue before apportionment of the same.

- 11.5 The services of vendors can also be utilized for selling in-house goods and services of ITI to the customers. For such service, the vendors shall be suitably remunerated depending upon the overall margins to ITI Ltd in such sale and as per the policy of ITI Ltd in this regard.
- 11.6 All the agreements between ITI Ltd and vendors will be Non-exclusive.
- 11.7 The vendor shall be required to submit EMD equivalent to their portion of business and the PBG Security @10% of the business apportioned to them or for a sum as asked by the end customer whichever is higher. In case of addressing RFP/Tenders the terms and conditions of the customer shall prevail and needs to be complied by the vendor in case of being chosen as a backend partner. In case of calling bids by ITI for its own assessment, EMD may not be insisted upon in lieu of empanelment PBG already being available.
- 11.8 In case BG or PBG submitted by ITI Ltd, is revoked due to any reason directly or indirectly attributable to vendor, ITI Ltd would also encash the BG/PBG submitted by vendor with it for the similar amount, apart from using other instruments and remedies available of compensating the loss.

12. Procedure for release of Revenue share to Vendor:

- 12.1 The bills will be raised and collected by ITI Ltd from the customers.
- 12.2 All statutory levies such as GST etc. arising on account of revenue earned due to vendor will be deducted before distributing revenue share between ITI Ltd and the vendor.
- 12.3 It has to be ensured that share to vendor is to be given only on receipt of amount from customer.
- 12.4 Payment shall be made to vendor on receiving the same from the customer. However, an arrangement shall be in place to ensure immediate disbursement of revenue accrued to vendor.
- 12.5 The payment shall be made to vendor after deduction of TDS amount as per provisions of the Income Tax Act, 1961.
- 12.6 In case of any dispute/complaints from the customers regarding any defect or non-delivery and consequent refund request, vendor shall be responsible for providing the conclusive evidence of performance at its end within a month, failing which the disputed charges will be deducted from the payment of vendor.

12.7 **Statutory Taxes and Duties** – Both parties i.e. ITI Ltd and vendor shall comply all statutory taxes, duties and levies if any, levied by the Government of India, State Governments and Local Authorities applicable at present and in future.

12.8 For every work/project separate agreement shall be signed between ITI Limited and the Vendor containing various performing clauses including terms of payment like ESCROW. ITI shall honor all such commitments as per the terms and conditions of the project.

13. Roles and Responsibilities:

13.1 Roles & Responsibility of vendor:

13.1.1 The vendor shall be responsible for complete implementation of the project as per his Class and Category during the period of agreement with the customer and comprehensive AMC (including warranty etc.) wherever required by the customer as per the scope of work mentioned in the tender pertaining to the empaneled vendor. Complete implementation means full responsibility to extend the end-to-end service for customer as per the requirement of the customer and as agreed between the vendor and ITI. Further comprehensive AMC means full responsibility to undertake effective & efficient Operation & Maintenance activities as specified. This includes all incidentals/ services/ materials/ manpower/ permissions/ liaison/ licenses/ spares/ consumables etc., whether explicitly listed or implicitly required for the satisfactory completion and performance of the System as per the specifications, meeting international codes and standards. Vendor should be capable of performing all end-to-end delivery of value chain, including, but not limited to following:

13.1.2 Vendor shall have to Supply, Install, Test, and Commission and maintain all the Hardware/Software/Firmware data base etc. or any other type of supply and service towards the implementation of the desired solution or service as per the scope of work entrusted to him.

13.1.3 Vendor may also need to maintain Servers/Platforms at its own location or at a location finalized as per the tender requirements of the customer, within India.

13.1.4 Vendor shall have to do all the Operation & management of the Requisite Software (including warranty) application on 24x7x365 basis.

- 13.1.5 Vendor shall be responsible for arranging the hosting infrastructure for the requisite software application at its own cost, preferably using ITI's Data Centre Services (optional).
- 13.1.6 Vendor shall have to do all Analytics and reporting as per requirement of customer & ITI and to prepare Dashboard to access all reports and other details of software solution.
- 13.1.7 Vendor shall have to do Full Life cycle state management designed to cover wide range of use-case scenarios.
- 13.1.8 Vendor has to ensure complete compliance of all licensing and Regulatory guidelines related to solutions at no additional cost to ITI during the whole agreement period. In case of additional cost of compliance, the same may be included in CAPEX/OPEX of solution being proposed by Vendor.
- 13.1.9 All after sale support of the project will be the responsibility of Partner.
- 13.1.10 Based on the customer requirements, there may be additional requirement of customization or integration of the offered business solution. Financial implications for the same shall be determined on case-to-case basis in consultation with vendor. ITI will quote to customer appropriately by adding its administrative charges and taxes.
- 13.1.11 Any other activity (ies) necessary for the successful implementation, provisioning of goods and services shall be the responsibility of vendor.

13.2 Roles & Responsibility of ITI Limited:

- 13.2.1 ITI shall steer the whole project providing administrative and project management support to the business.
- 13.2.2 ITI Ltd will front end the business generally, excepting when the prequalification conditions don't allow it to do so in tender cases.
- 13.2.3 ITI Ltd will do interaction with customer individually or jointly with vendor.
- 13.2.4 ITI Ltd may use its man-power for deployment, field support for day-to-day operation & Maintenance (O&M), if required and feasible.
- 13.2.5 ITI Ltd may offer its Data center and Cloud Services for the delivery of ITeS services.

13.2.6 ITI Ltd may extend its in-house manufacturing and support services.

13.2.7 ITI Ltd shall make joint effort in Revenue realization from the customer so that vendor and ITI get their share of dues once the obligations under the contract with the customer are discharged.

The above broad roles & responsibilities of vendor and ITI Ltd are only indicative/ tentative and may differ on case-to-case basis at the time of discussions amongst different partners and stake holders including the customer's need based on type of solution proposed and responsibility matrix finalized. The actual roles & responsibility may be made part of agreement(s) which may be made on case-to-case basis.

14. Signing of Agreement:

Separate Agreements will be signed between the ITI Ltd and vendor for providing agreed services.

15. Termination or Rescinding of Empanelment:

15.1 Either party may terminate the agreement any time by giving one-month notice however, the pending customer commitments need to be served before any severance of the relations.

15.2. In case of violation of any agreement conditions, non-performance, or observance of any malpractice by the vendor or in view to save ITI's business interests, the empanelment can be terminated without any notice.

15.3. The vendors not showing interest in doing business for ITI may also be considered for severing the empanelment. A continuous no response to the Bids addressed to it in its designated Class and Category would be a reason enough to conclude the disinterest by the vendor and in such circumstances, the process of rescinding of Empanelment may be taken.

15.4 The vendor shall also be responsible to provide business leads in its area of jurisdiction and category, to be further developed in business acquisition. Review meeting would also be held at MSP and Corporate level to monitor and judge the progress of business interest of Vendors. A continuous non responsiveness and failure to do business for long, may be viewed as withdrawal symptoms by vendor and a reason enough to process rescinding of the empanelment.

16. Marketing of services: -

- 16.1 ITI Ltd and vendor would jointly be responsible for the marketing and follow-up of all business leads and as already explained elsewhere. The vendor who is responsible for bringing the business on board shall have a preferential treatment.
- 16.2 For Software as a Service (SaaS) portfolio, vendors shall at their own cost undertake marketing, advertising, promotion, etc; ITI however would provide all backend support in finalizing the business and front end to deal with the customer.
- 16.3 Partners will take prior permission from ITI Ltd for using ITI's logo in advertisement, banners, posters, TV shows, website or any other mode of promotion or marketing of products.
- 16.4 Data Centre services will be offered by ITI Ltd as an optional service to the vendor for marketing their product. However, the vendor shall bear the expenses of Data Centre services provided by ITI Ltd through its commercial Internet Data Centers as per the ITI standard card rate with applicable discounts etc.

17. Data Privacy and IPRs

The vendor shall be fully responsible for maintaining the data privacy of the ITI Ltd customers as well as any infringement in the IPRs of third party and ITI Ltd will not be responsible for any liability arising out of any such dispute.

With reference to section 75 of the Information Technology Act-2000, the Computer Systems or Networks that a vendor uses/installs for providing service to a customer will be located in India

18. Indemnification: -

Vendor agrees to protect, defend, indemnify and hold harmless ITI Ltd and its employees, officers, directors, advisors, dealers, distributors, retailers or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:

- Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party;
- Any breach of the terms and conditions in this Agreement by the vendor;
- Any claim of any infringement of any intellectual property right or any other right of any third party or of law by the vendor;
- Any claim made by any third party arising out of sale of the software as a service and arising in connection with faults in said software/ service.
- The vendor shall comply all the laws, Directives; guidelines etc. of the land

and shall be fully responsible for the same. They shall Indemnify ITI Ltd for any liability arising out of non-compliance of the same.

19. ITI reserves the right to suspend or cancel the EOI process at any stage, to accept, or reject any, or all offers at any stage of the process and / or to modify the process, or any part thereof, at any time without assigning any reason, without any obligation or liability whatsoever.
20. **Cost of EOI:** The bidder shall bear all costs associated with the preparation and submission of his offer against this EOI, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI. ITI will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process
21. **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 bidder, modify the EOI document by an amendment. In order to provide prospective bidder 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.
22. **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.
23. Nothing in this scheme and policy would restrict ITI Ltd to invite separate bids and offers for any goods and services from any class, category, and group of business entities. This scheme is only to facilitate a method of business and would not be restrictive in any manner to ITI Ltd or any of its associates to do business.
24. This policy would remain hosted on ITI Ltd website: "<http://www.itild.in/> " under its Tender/EOI Section.

Any company/Establishment/Entrepreneur who is interested and meets the eligibility conditions may submit its proposal on any working day. ITI Ltd will examine the proposal and decide on case-to-case basis, the request for empanelment. ITI Ltd would, however, reserve the right of periodic review of the entire policy or any elements thereof based on its business needs.

Agreements, containing the complete commercial, financial and technical

conditions for Design, Supply, Integrate, Commission, Maintain IT solutions and providing Software as a Service or any other allied service shall be entered into, to serve and meet the need of potential customers.

25. Submission of Proposal: -

Interested and eligible entities may submit their proposals **by email only to the Email ids:**

akrai_crp@itilttd.co.in

vrsakum_crp@itilttd.co.in

fo_rob@itilttd.co.in, with the subject **“EOI for empanelment of Vendors, Ref: ITI/CORP/MKTG/Empanelment dated 04/02/2023”** along with all the requisite documents as per their intended Class and Category of empanelment.

Contact person:

Dy. General Manager – Corporate Marketing
ITI Limited, Corporate Marketing,
F-100, I floor, East Wing,
Dooravaninagar, Bangalore-560016.
Email: jvsellaiah_crp@itilttd.co.in

ANNEXURE – 1

Class and Category wise: PRE-QUALIFICATION CRITERIAN					
1.	Class of Partners (Based on Annual Turn Over)				
	A1	A	B	C	D
(i).	A Telecom Networking / Software / IT Sector / e-Governance / Electronics and Electrical equipment company / LLP registered under companies act 1956 or 2013 or a Partnership Firm				Individual entrepreneur or Start-up or a proprietor or partnership Concern in the field of IT / Electronics / Telecom / Software applications / e-governance registered in the relevant field to Undertake business.
(ii).	The entity should have a valid GST registration certificate.				
(iii).	Average Minimum Annual Turnover (T.O.) of the Applicant during last 3 financial Years 2018-19, 2019-20 & 2020-21 OR 2019-20, 2020-21 & current year till the date of submission of empanelment application shall be				
	≥ Rs. 50 Cr / ≥ Rs 100 Cr / ≥ 150	≥ Rs. 25 Cr	≥ Rs. 15 Cr	≥ Rs. 5 Cr	≥ Rs. 1 Cr

	Cr			
2.	CATEGORIES OF PARTNERS (Based on type of Experience) - General			
I.	<i>IT Networking and Management:</i> Provisioning/System Integration/Maintenance of LAN/ WAN/ Routers/ Servers /Firewalls/Wi-Fi Networks/Access Points/ Ethernet & Enterprise e-PON/NOC/ NMS/OSS/BSS solutions, video conferencing solutions etc. Provisioning of Internet Bandwidth/NLD/Internet leased line/MPLS VPN Links.			
II.	<i>ICT based e-Governance:</i> M-Gov/E-Gov M2M/IOT Digitization and Integration of smart devices such as CCTV/ IP EPABX/ Soft Switching/ Voice Gateways/ Smart Camera Surveillance/ Smart Energy Meters/ Smart Storage/Warehouse./ GIS, Vehicle Tracking/ ANPR/ Face Recognition/Office Automation/ e-signature solutions/ ITES/ Bar Code/ RFID, Warehousing/ Android POS Device (supply & management) /and Digital Payments Solutions/ Command Control Center/ etc.			
III.	<i>Software and Cloud based Solutions:</i> Cloud Computing and APP based Software Solutions, Anti DDOS, E-Forensic Systems, RFI Solutions, ERP, Business Intelligence & Analytics (BI&A), cyber security, cyber soft warfare, Facial Recognition Technology based solutions, and Anti Drone System, Data center solutions (DC/DR, IDC), DC Co-location services, Perimeter IDS, Smart city solutions, Hospital Management solutions, Mobile App			
IV.	<i>Provisioning and Maintenance of Telecom Infra:</i> Maintenance and services: OFC Plant, Battery Plant, Power Plants and equipment, UPS, SMPS, Test and Measuring Instruments supply and maintenance, VSAT services, Tower maintenance work, Lightning and surge protectors devices, Radios (including SDR, HF/VHF/UHF, HCRR), Microwave & Radio Towers, PIDS, IBS, OBS, Outdoor Box Management etc.			
V.	<i>Distant Learning and Meeting Solutions:</i> Setting-up of Smart Classes/e-Class Rooms/e- Conference Rooms, Video conferencing solutions, Automation of Education systems, Integrated University Management Systems, online examination solutions. Remote proctored online examination solutions.			
VI	<i>Telecom test lab facilities for military/industrial/scientific/medical equipment testing & electronic devises</i>			
VII	Experience with defense projects/ any other project in the field of Telecom/ IT			
3.	SUB CATEGORIES (Based on Category wise Experience Turn Over) (Rs.)			
(i).	Class A	Class B	Class C	Class D
	≥15 Cr	>5 Cr ≤ 15Cr	>1 Cr ≤ 5 Cr	> 50 Lakh ≤ 1 Cr.
(ii).	(a)	(b)	(c)	(d)

(iii).	<p>The sub-categorization at 3(ii) above, shall be done based on the Experience Turnover, mentioned at 3(i), during last 7 years financial years from any Category of Business, and a proof of having completed including Work in Progress at least 3 works for customers including Govt. Departments/organizations, PSUs & ULBs from one or more kind of services mentioned in the category during this period.</p> <p>Note: (1) The present value of similar work completed shall be derived by adding an inflation of 7% every year to arrive at realistic value of work. (The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of bid).</p> <p>(2) This shall be accompanied with the copies of the Work Orders / Purchase Orders and completion certificates indicating the value of work completed issued by respective clients. If the similar work furnished is from other than Government Department/PSU/semi-government, the same shall be supported with TDS/CST form pertaining to the similar works certified by sales tax authorities / VAT remittance pertaining to the similar works certified by sales tax authorities / Bankers Statement / certificate from a chartered accountant, submitted for a value not less than the stipulated/ pre-inflated value of similar work under which agency is being prequalified</p>			
4.	Class, Category and Sub Category wise, Financial Limit			
(i).	Rs. 25 Cr	Rs. 15 Cr	Rs. 5 Cr	Rs. 1 Cr.
5.	<p>(a) For Example, a Class 'B' Vendors, empaneled in category II (c), would be entitled to address any business of Category II up to Rs. 5 Cr.</p> <p>(b) However, Class 'A' Vendors, having large experience shall be allowed to undertake bigger volumes of business in respective category of such experience. The Class 'A' Vendors having an experience of 40 Cr or more shall be designated as 'Class A-Gold' and shall be eligible to undertake business volumes up to 50 Cr in the respective category. The Class 'A' Vendors having an experience of 60 Cr or more shall be designated as 'Class A-Platinum' and shall be eligible to undertake business volumes up to 75 Cr in the respective category</p>			
6.	An empanelment fee (Non-refundable).			
	Rs. 10,000	Rs. 5,000	Rs. 3,000	Rs. 1,000
	Empanelment Fee shall be waived for MSEs (Micro and Small Enterprises) and Start-ups on submission of valid requisite proof			
7.	BG: Once request for the empanelment is accepted, a BG valid for a period of 3½ Years needs to be submitted before empanelment.			
	Rs. 25 Lakh	Rs. 10 Lakh	Rs. 5 Lakh	Rs. 1 Lakh

8. Class A1 of Partners (Based on Annual Turn Over)

Average Minimum Annual Turnover (T.O.) of the Applicant during last 3 financial Years 2018-19, 2019-20 & 2020-21

OR

2019-20, 2020-21 & current year till the date of submission of empanelment application shall be \geq Rs. 50 Cr / \geq Rs 100 Cr / \geq 150 Cr

For meeting turnover requirement bidders should submit a turnover certificate duly signed by a CA.

8.1 CATEGORIES OF Class A1 PARTNERS (Based on type of Experience)

Experience with defence projects/ any other project in the field of Telecom/ IT

8.2 SUB CATEGORIES (Based on Category /Experience /Turn Over)

Sl.No	Class	Average Minimum Annual Turnover (T.O.) of the Applicant during last 3 financial Years	Eligible to undertake Business volume up to Rs.	Experience of completed works in 3 similar projects of each project value of Rs.	Experience of completed work in 2 similar projects of each project value of Rs.	Experience of completed work in 1 similar project of value of Rs.
1	A1	\geq 50 Cr	150 Cr	60 Cr	75 Cr	120 Cr
2	A1 Gold	\geq 100 Cr	300 Cr	120 Cr	150 Cr	240 Cr
3	A1 Platinum	\geq 150 Cr	500 Cr	200 Cr	250 Cr	400 Cr

Similar project: Experience in defense projects/ any other project in the field of Telecom/IT. Experience will be considered only for the completed projects as on date of application of empanelment. Completion certificate from client has to be submitted as a proof.

8.3 An empanelment fee (Non-refundable) of Rs 10000/-

8.4 PBG: Once request for the empanelment is accepted, a BG for **Rs. 25 Lakhs** valid for a period of 3½ Years needs to be submitted before empanelment. This PBG is exclusively for this empanelment. This PBG cannot be adjusted against any PBG required to be submitted against PO issued for execution of project.

8.5 An undertaking shall be submitted for submission of IPBG (Integrity pact Bank Guarantee) during addressing of the defence tender. The value of the IPBG will be equivalent to the value indicated in the RFP.

Note:

Please apply for the category and subcategory where your organization is meeting turnover and experience requirements in a single bid.

This PBG is the Bid security to do business with ITI in a fair manner. This amount need to be submitted only after confirmation from ITI for the empanelment

The proposed BG is to ensure compliance of covenants of Empanelment Agreement. The BG would also enable ITI to invite in-house Price Bids from empaneled partners, without EMD.

The cases of Start-ups not meeting criteria of Turn over etc will be decided by relaxing the T&C on case to case basis seeing other credentials of applicant

ANNEXURE-II

Bidders Profile

1	Name and address of the company			
2	EOI Name			
3	EOI Reference			
4	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Web site)			
5	Area of business			
6	Annual Turnover for 3 financial years (Rs in Cr)	2018-19	2019-20	2020-21
7	Date of Incorporation			
8	GST Registration number			
9	PAN Number			
10	CIN Number, if applicable			
11	Number of technical manpower in company's rolls			
12	Class/Category/Sub-category applied for: 1. Class 2. Category 3. Sub-category			
13	Specify the Geographical region applied for: Pan-India/State(specify)/Zone(specify)			

ANNEXURE-III

CHECKLIST

Sr. No	Requirements	Compliance(Y/N)
a.	Company Profile	
b.	Certificate of Incorporation	
c.	Article of Association & Memorandum of Association, registration of LLP, Partnership deed, registration of Start-up etc as per the type of business establishment of the applicant and class of empanelment.	
d.	Turnover certificate signed by the company's Auditors/ CA. To accept claim of Turn over for deciding sub-category of experience, a Certificate from the statutory auditor for Class A to C and self-certification from Class D mentioning one or more components in the category of business may also be accepted.	
e.	Category applied for and supporting documents in the Field of Expertise as per category in Annexure –I	
f.	Auditors Net worth certificate for 2019-20	
g.	Towards experience, the Project completion certificates, along with a copy of Work Order/ Contract/ Agreement from the Client/Owner, to be submitted. In case of NDA restrictions, the name of customer may be suppressed and certified by the auditor or self. Bidding company shall submit the necessary work experience certificate for the category for which they intend to be empaneled. For Start Ups the PO copy shall be submitted	
h.	GST Registration Certificate or valid exemption certificate	
i.	Valid Power of Attorney on Stamp Paper along with board of resolution for authorizing the person signing the bid for this EOI.	
j.	Copy of PAN Card	
k.	Contact details i.e. Name, email-id, website URL (if maintained), phone no, mobile no, fax no. of responsible person for liaison in this matter.	
l.	Copy of Completion certificates supported by respective purchase Orders, during the last five years to prove the experience in any one or more kind of services as mentioned in the list of categories in Annexure-I needs to be submitted.	

m.	List of Directors / CEO / COO including their name (s) and address(s) Director Identification Number [DIN] of all the Directors. Corporate Identity Number [CIN].	
n.	A printed copy of the latest Annual Report. In case the printed copy is not available, Xerox copy of the same duly certified by the Company Secretary / Director / Managing Director / Partner of the Company.	
o.	Non-refundable Empanelment fees in the form of DD or RTGS/IMPS etc. in favour of Accounts Officer, ITI Limited, Bengaluru, (MSME / Start Ups are exempted). Bank mandate is enclosed in Annexure- VI	
p.	Non-Disclosure Agreement (NDA), duly signed & notarized on non-judicial stamp paper of Rs.100/- (NDA format enclosed, Annexure -V).	
q.	Pre Contract Integrity pact as per Annexure-IV	
r.	The copies of relevant ISO accreditations (where applicable): The generally asked certificates are: 9001:2008, 20000:2011, 27001:2005 and CMMi-III or above. Such certificates of ITiSP submitted to ITI shall enable it to address the business queries swiftly.	
s.	A detailed write-up providing details of the areas of expertise and the past experience of executing various projects and business endeavors accomplished, showcasing their strengths and challenges.	
t.	Complete details of software and IT products with specifications & features, past and prospective clients etc. which the applicant wants to include in their bouquet of work category.	
u.	The list of companies with whom the applicant is already empaneled, for extending similar services as asked in this EOI, needs to be attached.	
v.	CS certified document that the bidder has not been blacklisted in India / ineligible to participate for bidding by any state /Central Govt. or PSU due to unsatisfactory performance, breach of general or specific instructions, corrupt /fraudulent or any other unethical business practices or barred from participating in government project due to security reasons for last 3 financial years.	
w.	Bidders Details as per Annexure II	
x.	Self-certified clause by clause compliance checklist document as per Annexure-III	
y.	The bidder must comply with all regulatory, Data Security, IPR	

	and legal all other guidelines issued by GOI/DOT/MeitY/TRAI regarding IT/ITes, M-Gov, E-Gov, IOT/M2M, Software service etc; (Attach an undertaking confirmation wherever required)	
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Annexure -IV

PRE-CONTRACT INTEGRITY PACT

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

EOI No.....

This Integrity Pact is made onday of 2022

BETWEEN:

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

AND:

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

Preamble

WHEREAS the Principal intends to enter into an MOU of partnering business opportunities of common interest and able to generate synergies in execution of such business for (name of the Stores / equipment / items). The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s)/ Contractor(s).

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

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

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

WITNESSETH AS UNDER:

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

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

- a. No employee of the Principal, personally or through family members, will in connection with the EOI for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
- b. The Principal will, during the EOI process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the EOI process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/ additional information through which the bidder(s) could obtain an advantage in relation to the EOI process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons. If the principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Actor if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 – COMMITMENTS OF THE BIDDER / CONTRACTOR

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

- a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the EOI process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever (during the EOI process or during the execution of the contract).
- b. The bidder(s)/contractor(s) will not enter with other bidders/ contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including

information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

e. The Bidder(s) f Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.

g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

SECTION 3 – DISQUALIFICATION FROM EOI PROCESS & EXCLUSION FROM FUTURE CONTRACTS

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

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

The Bidder(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.

A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.

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

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

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

SECTION 4 – PREVIOUS TRANSGRESSION

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

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

SECTION 5 – COMPENSATION FOR DAMAGE

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

5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

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

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

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

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

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

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

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

Details of IEM appointed by IT1 are as under:

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

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

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

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

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

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

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

SECTION 9 - FACILITATION OF INVESTIGATION

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

SECTION 10 - LAW AND JURISDICTION

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

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

SECTION 11 – PACT DURATION

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

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

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

SECTION 12 - OTHER PROVISIONS

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

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

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

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

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

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

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

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

.....

Name Designation

Name Designation

Witness

1.

1.

2.

2.

Annexure -V

NON-DISCLOSURE AGREEMENT (NDA)

This Non- Disclosure Agreement (the "**Agreement**") is made on this Date day of Month Year by and between

XXX, a Company incorporated under the Companies Act, 1956, having its Office at -----
----- (hereinafter referred to as "**XXX**", which expression unless the context otherwise means, shall mean and include its successors, affiliates, administrators and assigns) as the party of the FIRST PART.

AND

ITI Ltd., a Company incorporated under the Companies Act, 1956/2013 having its registered office at ITI Bhavan, Dooravaninagar *Bengaluru* 560016 (hereinafter referred to as **ITI**, which expression shall, unless the context otherwise requires, mean and include its successors, affiliates, administrators, assigns, or by any other name by which it may be incorporated) as the party of the SECOND PART.

Both XXX and ITI hereinafter be individually referred to as "**Party**" and collectively referred to as "**Parties**".

WHEREAS:

- A. The Parties intend to engage in discussions in order to evaluate entering into a potential business relationship ("**Purpose**" or "**Proposed Transaction**");
- B. It is anticipated that each Party may disclose or deliver (such Party, the "**Discloser**") to the other Party (such Party, the "**Recipient**"), certain confidential or proprietary information for the Purpose as set forth above;
- C. The Parties intend to safeguard and protect the Confidential Information (defined below) from being disclosed to any third parties or being used for any purpose other than the Purpose as mentioned herein above.

Now therefore in consideration of the mutual covenants and for other valuable consideration, the Parties agree as follows:

1. Definitions

"Confidential Information" shall mean any non-public business, commercial or technical information and data of a Party or that of its clients, including but not limited to information relating to any past, present or future business methods, technical systems, research and development projects, services, clients, liabilities, litigations, know-how and any information in respect of which the Discloser owes an obligation of confidentiality to any third party, whether disclosed in writing, orally, electronically or otherwise, by the Discloser or any other party on behalf of the Discloser. Any documents, copies or abstracts, or any modules, samples, prototypes or parts, which reflect or are generated from the foregoing information or data, will also be deemed as Confidential Information.

"Applicable Law" means all acts, rules, laws, legislations, statutes, orders, regulations, ordinances, decrees, rulings, policies, administrative guidelines, codes, instructions, judgments, court orders, treaties, bye-laws, notifications or any directives of any government or judicial authority in India. Applicable Law includes all amendments to and judicial interpretations of the foregoing.

"Authorised Recipients" means those persons who need to know or have access to the Confidential Information in the course of their professional duties, for the purposes of evaluating, negotiating or advising upon the Proposed Transaction, and include the Recipient's senior executives, professional advisers, agents and representatives.

"Affiliates" means, in relation to any Party, a person or entity that controls, is controlled by, or is under common control with such Party; for the purposes of this definition, control means (a) the ownership, directly or indirectly, of a majority of the voting securities of that Party, or (b) the power to direct the management or policies of that Party, whether by operation of law, contract or otherwise.

2. Manner of Disclosure

2.1 The Recipient acknowledges that the Discloser's Confidential Information is received under a duty of confidentiality to the Discloser. Recipient shall not disclose, copy, reproduce or distribute the Confidential Information or any part of it or otherwise make it available to any person except as permitted under this Agreement.

2.2 All Confidential Information shall be deemed as the Discloser's trade secrets, unless otherwise designated by the Discloser as non-trade secret Confidential Information. The Recipient shall treat the Discloser's Confidential Information with the same degree of care as it protects its own Confidential Information and in no case less than a reasonable degree of care. The Recipient shall keep all Confidential

Information securely and properly protected against theft, damage, loss and unauthorized disclosure and access (including access by electronic means).

- 2.3 The Recipient and its Authorised Recipients shall use the Confidential Information solely for the purpose of evaluating and negotiating the Proposed Transaction and not for any other purpose. Under no circumstance shall the Recipient or its Authorised Recipients use any Confidential Information in relation to its own business (other than for the purpose of evaluating and negotiating the Proposed Transaction) or to compete with the Discloser or its Affiliates.
- 2.4 The Recipient may use or disclose Confidential Information only:
- (a) for the purpose of evaluating the Proposed Transaction or as may be necessary for fulfilling its obligations or effectively exercising its rights pursuant to the Proposed Transaction;
 - (b) to Authorised Recipients, provided that they are bound by the same obligations of confidentiality as the Recipient under this Agreement;
 - (c) if permitted by the Discloser in writing, prior to the disclosure; or
 - (d) to the extent required by an order of any court or other governmental authority, but only after the Discloser has been so notified and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such order.
- 2.5 The Recipient shall notify the Discloser immediately upon becoming aware that any of the Information has been disclosed to, or obtained by, a third party otherwise than as permitted under this Agreement.

3. Return of Information

- 3.1 Upon written request by the Discloser, or upon the termination or expiry of this Agreement (whichever is earlier), the Recipient shall, and shall ensure that its Authorised Recipients, promptly at its/their own cost and expense:
- a. return all Confidential Information to the Discloser, without retaining any copies of such Confidential Information; and
 - b. permanently remove all Confidential Information from any and all computer, word processor, disk, memory stick or other devices containing such Confidential Information, except when the Discloser's prior written permission to retain Confidential Information has been obtained by the Recipient. In such an event, the obligations under this Agreement shall continue to apply to any such Confidential Information retained.
- 3.2 The provisions of Clause 3.1 above shall not apply to the extent that the Recipient or any Authorised Recipient is required to retain any Confidential Information by any Applicable Law, rule or regulation or by any competent judicial, governmental,

supervisory or regulatory body. In such an event, the obligations under this Agreement shall continue to apply to any such Confidential Information retained.

4. Exceptions

The obligations under Clauses 2 and 3 above shall not apply to any Confidential Information, which the Recipient can prove:

- a. is at the time of disclosure, already in the public domain or is available to the public through no breach of this Agreement by the Recipient, except that Confidential Information shall not be deemed to be in the public domain merely because a part of the Confidential Information is embodied in general disclosures or because individual features, components or combinations thereof are known or become known to the public; or
- b. is received by the Recipient from a third party free to lawfully disclose such information to Recipient; or
- c. is independently developed by the Recipient without the benefit of any of the Confidential Information, as evidenced by written documentation.

5. Refusal

Either Party shall have the right to refuse to accept any Confidential Information under this Agreement prior to any disclosure and nothing herein shall obligate either Party to disclose any particular Confidential Information.

6. No License or Obligation

It is understood that no license or right of use under any patent or patentable right, copyright, trademark or other proprietary right is granted or conveyed by this Agreement. The disclosure of Confidential Information shall not result in any obligation to grant the Recipient any rights therein or to proceed with the Proposed Transaction.

7. No Remuneration, Warranty and Liability

- 7.1 The Parties are not entitled to any remuneration for disclosure of Confidential Information under this Agreement. No warranties of any kind are given and no liability of any kind shall be assumed by the Discloser with respect to such Confidential Information or any use thereof, nor shall the Discloser indemnify the Recipient against or be liable for any claims by the Recipient, Authorised Recipients or any third party with respect to Discloser's Confidential Information or any use thereof.
- 7.2 Confidential Information is provided on an "as is" basis. In no event shall the Discloser be liable for the accuracy or completeness of the Confidential Information.
- 7.3 Any breach of this Agreement by a Party's Affiliate or Authorised Recipient shall constitute a breach of this Agreement by that Party.

8. Termination

The Recipient's obligations under this Agreement as regards Confidential Information that is designated as non-trade secret Confidential Information shall expire on the earlier of (i) completion of 3 years from the last disclosure of Confidential Information under this Agreement or (ii) the execution of definitive binding documentation implementing the Proposed Transaction and containing no less stringent obligations than those contained herein.

9. Non-Solicitation

Neither Party shall, directly or indirectly,

- (a) hire or appoint any person who is a director, employee, consultant or individual working under a contract with the other Party; or
- (b) solicit, encourage or influence or seek to encourage or influence the foregoing persons to leave his/her current employment or to breach the terms of such employment, consultancy or contract, except with the prior consent of the other Party.

The obligations under this Clause shall expire at the earlier of
(i) completion of 6 (six) months from the date of the last interactions between the Parties under this Agreement or
(ii) the execution of definitive binding documentation implementing the Proposed Transaction and containing obligations similar to the obligations contained in this Clause.

10. No Public Disclosure

Neither Party shall make any public statement, announcement or disclosure to third parties concerning the existence of this Agreement or its terms, the business relationship (if any) between the Parties or the Proposed Transaction, without the prior written approval of the other Party.

11. No Assignment

This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

12. Written Form

The provisions of this Agreement may not be modified, amended or waived, except by a written instrument duly executed by the Parties hereto.

13. Severability

If any provision of this Agreement is determined to be invalid, illegal or unenforceable under the Applicable law, the remaining provisions of this Agreement to the extent permitted by law shall remain in full force and effect. To the extent practicable, the offending provision to be replaced with a valid, enforceable, legal provision that reflects the intention of the offending provision.

14. Arbitration & Applicable Law

- 14.1 If any dispute and/or difference arises out of or in connection with any of the terms of this Agreement shall, the Parties hereto shall endeavour to settle such dispute amicably. The attempt to bring about an amicable settlement shall be considered to have failed if not resolved within 60 (sixty) days from the date of the dispute.
- 14.2 Failing such amicable resolution, such dispute or difference shall be referred to arbitration by a sole arbitrator appointed by XXX to be conducted as per the Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be Bangalore (India) and the arbitration proceedings shall be carried out in English language. The arbitral award shall be final and binding on Parties.
- i. The above clauses on Arbitration shall survive for three (03) years even after the expiry/termination of agreement.
 - ii. It is expressly understood and agreed by and between parties that **ITI** is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed between the Parties that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is hereby expressly understood and agreed that **ITI** is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. **ITI** represents and **XXX** expressly agrees, acknowledges and understands that **ITI** is not an agent, representative or delegate of the Government of India. It is further understood and agreed between the Parties that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, **XXX** hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue the Government of India in any manner, claim, cause of action or thing whatsoever arising out of or under this agreement.
- 14.3 Nothing in Agreement shall prevent either Party from applying to a court for provisional or interim measures or injunctive relief as may be necessary to safeguard such Party's Confidential Information or other rights hereunder. For such purpose, appropriate courts in Mumbai shall have exclusive jurisdiction.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS

**AGREEMENT ON THE DATE AND AT THE PLACE FIRST MENTIONED
HEREINABOVE.**

For XXX

Name:

Designation:
n:

For ITI Ltd.

Name:

Designation: