

Notice Inviting EOI for Empanelment of System Integrator for participation in RFE for providing Advance Metering Infrastructure (AMI) prepaid Solution floated by REC

Ref: CORP/MKTG/Empanelment/SEM & AMI/2023/23/1

Date: 16/09/2023



ITI LIMITED
Corporate Marketing,
Corporate Office,
Dooravaninagar, Bangalore-560016
CIN No: L32202KA1950GOI000640

Website: www.itiltd.in

1. Introduction

ITI Limited, a Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications, is a leading Telecom equipment manufacturer and solution provider in India. The major customers are BSNL, BBNL, MTNL, Defense, Paramilitary forces, Railways, Banks, Central & State Govt departments, Institutions and research organizations. ITI LTD has a pan India business footprint supported by the network of its Manufacturing units & MSP (Marketing, Services and Project) units at various locations.

ITI Limited has been undertaking various projects in all fields of telecommunications and information technology and also continuously deploying new technologies in the field of Telecom, ICT, Networking, e-Governance etc. ITI LTD has diversified its operation and has been executing projects in the field of Smart Infrastructure, Bharatnet etc. ITI LTD has been executing projects in latest technologies like GPON, OLT, ONT, OFC, HDPE, Solar, 4G LTE etc.

ITI LTD intends to participate in the upcoming REC Request for Empanelment(RFE) for “Empanelment of Firms for participation in RDSS AMISP tenders for providing Advance Metering Infrastructure (AMI) prepaid Solution after successful demonstration”. This EOI is floated for selection of system Integrator, who is ready to work on back-to-back basis, in the above project and all future tenders, being floated by various electricity boards/DISCOMs in this domain for ITI LTD on exclusive basis.

ITI LTD invites sealed Expression of Interest (EOI) from eligible bidders for **Empanelment of System Integrator for participation in RFE for providing Advance Metering Infrastructure (AMI) prepaid Solution floated by REC.**

2. Important Dates

Date of EOI Upload	16/09/2023
Due Date for EOI Submission	17/10/2023 4 PM
Pre Empanelment Queries	Can be sent by email
ITI LTD Contact Person	CMR- Product Mktg, F-100, II Floor, East Wing, ITI Limited, Corporate Marketing, Dooravaninagar, Bengaluru– 560016 email: shethy_bbsr@itiltd.co.in, vrsakum_crp@itiltd.co.in Mob: 9337892230 / 9535325537
Mode of submission	The Bid shall be uploaded in e-procurement site of ITI Limited (https://itilimited.euniwizarde.com/). For submission of online bid and procedure to be followed, visit https://itilimited.euniwizarde.com/

3. Scope of Work

This EOI is for bidders who have expertise in solutions in the following domain:

Advanced Metering Infrastructure (AMI) Solution covering supply, installation, testing, commissioning and maintenance of Advanced Metering Infrastructure, including smart energy meters, communication infrastructure along with applications for Head End System (HES), Meter Data Management (MDM) System, etc.

The REC's RFE No: REC/RDSS/RFE2, dtd 21st April 2022 (<https://recindia.nic.in/ami-test-demonstration>) and "Empanelment of Firms for participation in RDSS AMISP tenders for providing Advance Metering Infrastructure (AMI) prepaid Solution after successful demonstration" forms an integral part of this EOI.

Detailed Scope of work & required Certifications as per customer RFE mentioned in **Annexure-IV**

4. Eligibility Criteria

4(i)	Eligibility Criteria of Applicants
	<p>A. The bidder/members of the consortium must be a legal entity registered in India under the Company Act, 1956/2013/ proprietorship/ partnership firm/ Limited Liability Partnership (LLP). and must have a registered office in India. The company should have been operational in India for at least ONE financial year.</p> <p>Bidder: Bidder may be Consortium of bidders with maximum of 6 members including "Lead Bidder".</p> <p>The bid is to be submitted by a group of following partners, with system integrator as lead bidder:</p> <ul style="list-style-type: none">• Smart Meter Manufacturer (At least two different manufacturers/makes)• Head End System (HES) (At least one)• Meter Data Management System (MDMS)• RF Communication Provider (if applicable)• System Integrator <p>Consortium Conditions:</p> <ul style="list-style-type: none">➤ Consortium can be formed between System Integrator (SI) and ODM (Original Design Manufacturer/Solution Provider) / OEM (Original Equipment Manufacturer) / Solution Provider.➤ Consortium should declare System Integrator as a "Lead Bidder".

	B.	<p>1) (a) ITI LTD is in the process of manufacturing Smart Meter and it is in the prototype stage. The smart meter manufacturer should be ready to offer ITI LTD make or their product based on the compliance and competitiveness of the specification and price requirement of the customer RFE/Tender.</p> <p>(b) The consortium partner who is the Smart Meter Manufacturer in the Consortium should be willing to give ToT (Transfer of Technology) on royalty model to ITI LTD in the form of an undertaking in the company letter head by authorized signatory.</p> <p>(c) It may please be noted that the consortium partners for Smart Meter, Head End System (HES), Meter Data Management System (MDMS) and RF Communication Provider (if applicable) and System Integrator need to be empaneled with REC, by the time ITI LTD addresses customer tender with various utilities.</p> <p>Note: In case SI is Lead Bidder, then SI should arrange the ToT from the consortium member i.e ODM / OEM/ Solution Provider.</p> <p>2) Lead Bidder of Consortium should produce undertaking on their willingness to work with ITI LTD on fully back to back basis as per customer tender/EOI etc. terms and conditions in the company letter head by authorized signatory.</p> <p>3) Consortium Agreement to be signed for the subject business opportunity and submitted along with the EOI proposal</p>
	C	<p>Qualification Requirements: The Bidder and its partners (OEMs/ component/ solution providers must meet the below-mentioned qualification requirements/ criteria</p>
		<p>1. Requirements to be fulfilled by all Smart Meter manufacturers proposed for the demonstration:</p> <p>a. All the smart meter makes shall have all the valid test certificates (issued within the last 5 years) and BIS certificate, compliant to IS 16444 Part-1 as on the date of application.</p> <p>b. Meter manufacturer / supplier should have a valid ISO 9001:2015 certification as on the date of application.</p> <p>c. Meter manufacturer / supplier should have in-house NABL or ISO/ IEC - 17025 accredited Laboratory as on the date of application.</p>
		<p>2. Requirements to be fulfilled by the Head End System (HES) proposed for the demonstration:</p> <p>a. Proposed HES should have been integrated with at least 2 (two) different MDMS/ other utility IT solutions in Indian/ Global Utility(ies) as on the date of application.</p>

		<p>3. Requirements to be fulfilled by the Meter Data Management System (MDMS) proposed for the demonstration:</p> <ul style="list-style-type: none"> a. Proposed MDMS should have been integrated with at least 2 (two) different HES solutions in Indian/ Global Utility(ies) as on the date of application. b. Proposed MDMS should have been integrated with at least 2 (two) different Billing systems in Indian/ Global Utility(ies) or with Billing/ other IT systems of 2 (two) different Indian/Global Utility(ies) as on the date of application. c. MDMS solution provider should have a valid CMMI Level-3 or IEC/ISO27001.
		<p>4. Requirements to be fulfilled by the System Integrator (SI) proposed for the demonstration of solution:</p> <ul style="list-style-type: none"> a. Experience of integration with at least 2 (two) billing/ other utility IT systems in an Indian/ Global Utility (power/ water/ natural gas/ telecom). b. Should have valid ISO 9001:2015 certification c. Should have valid ISO 27001 or CMMI Level 3 (or above) certifications as on the date of application
	D	<p>The bidder should submit Manufacturers Authorization Certificate (MAF) from Original Equipment Manufacturers (OEMs) specific to the bid for items mentioned in this EOI.</p> <ul style="list-style-type: none"> a. Smart Meter b. HES c. MDMS d. Others, as asked by client In case of unavailability of MAF at the time of EOI response, bidder should submit an undertaking stating that the same shall be submitted before opening of financial bid.
	E	<p>Bidder (All members of Consortium combined) should have average annual turnover of Rs 100 Crore in the past 3 financial years (2020-21, 2021-22 and 2022-23).</p>
	F	<p>(i) The Bidder (Consortium) shall have a positive Net Worth at the end of any of the financial year i.e. FY2022-23 OR FY2021-22.</p> <p>(ii) The Bidder (Consortium) shall submit Audited financial statements for Three years (2020-21, 2021-22 & 2022-23) by CA</p>

	G	<p><u>Blacklisting</u></p> <p>Bidder shall submit self-declaration(s) that the bidder or any of the promoters/directors/partner or member not blacklisted/banned/suspended by the Central/ any other States/ Union Territories Government/ Quasi- Govt/ Govt. undertaking/Banks/Financial Institution or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade or for any other reasons or bad performance/ delayed delivery / Bank NPA, CDR (Corporate Debt Restructuring), SDR (Special Debt Restructuring), NCLT or for any other defaulting reason as on date of issue of this EOI. Undertaking in this regard to be submitted</p>
	H	<p>Bidder shall give an undertaking as below:</p> <p>We do also hereby irrevocably and unconditionally agree and undertake to save and keep ITI Ltd, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against ITI Ltd by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory / regulatory requirements and / or any other law for the time being in force.</p>
	I	<p>All members should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing. An undertaking by the bidder should be submitted.</p>
	J	<p>Bidder should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment. Undertaking in this regard to be submitted.</p>
	K	<p>Bidder and OEM from a country which shares a land border with India will be eligible to bid/participate in tender if they are registered with the competent authority as specified in Annexure-1 of F.No.6/18/2019- PPD dated 23rd July 2020 from Department of Expenditure, Ministry of Finance OR they shall submit an undertaking regarding the same.</p>
	L	<p>The bidder should have Local Office where work is to be executed. Else, bidder should give an undertaking that he will open Local office after Award of Work.</p>
	M	<p>Undertaking expressing willingness to sign MOU with ITI LTD</p>

	N	<p>If ITI LTD is addressing any tenders with the bidder in future, undertaking to submit EMD & PBG as per the customer tender Terms & Conditions. The selected bidder must submit both EMD & PBG in any future tenders which they are addressing with ITI LTD. In cases where ITI LTD is exempted from providing EMD & PBG or allowed to submit Corporate Guarantee in place of Bank Guarantee to customer, bidder shall provide EMD (while submitting the bid to the customer) & PBG to ITI LTD as per customer tender terms.</p> <p>Note: ITI LTD reserves the right to verify the genuineness of the BG with the bidders bank.</p>
	O	Undertaking for willingness to work with ITI LTD on back to back basis as per end customer tender/EOI etc. terms and conditions
	P	The bidder must comply with all relevant statutory / regulatory guidelines issued by GOI as applicable (Undertaking in this regard to be submitted).
	Q	<p>The Bidder to bring OEM for different equipment who meets the OEM eligibility criteria as per end customer requirement.</p> <p>Undertaking in this regard to be submitted</p>
	R	Bidder should undertake to comply with all the end customer requirements including technical specifications (undertaking to be submitted at the time of enquiry)
	S	Bidder should submit write up on Implementation Plan and capability (technical and financial) on how the project will be executed by the bidder (to be submitted at the time of enquiry)
	T	Bidder shall submit a list of Key technical personnel with the required domain experience.
	U	<p>Bidder should submit relevant copy of work order, completion certificate from client or CA certified copies to be submitted as a proof of receipt of payment and a self-certificate with proper contact detail of clients along with PO reference and amount supplied (Details of End User - Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.).</p> <p>The same should be issued by authorized signatory of bidder. Projects executed by bidder's group of companies shall not be considered. For completed project, satisfactory completion certificate need to be submitted. In case of ongoing works, the project completion status document from customer need to be submitted.</p> <p>ITI LTD reserves the right to verify the correctness of the client certificates (PO Copies/Work orders) and any other information submitted by the bidder in his offer. In case of any wrong information submitted by bidder, the bid will be rejected and subsequently the bidder will be blacklisted from doing any business with ITI Limited.</p>

4(ii) Checklist of documents/information to be submitted:	
a.	Company Profile
b.	Certificate of Incorporation
c.	Memorandum & Articles of Association
d.	Audited financial statements for the last 3 years (2020-21, 2021-22 and 2022-23) by CA
e.	Auditors Net worth certificate & Turnover certificate signed by the company's Auditors/ CA (2022-23).
f.	Satisfactory completion certificates including Purchase Order, Completion Certificates as per clause 4(i) B for all the conditions asked for different members of the consortium
g.	Documentary proof of HES integration with at least 2 (two) different Meter manufacturers and MDMS .
h.	Documentary proof of MDMS integration with at least 2 (two) different HES solutions & Billing systems
i	MAF as per clause 4(i)D
j.	Quality certificate like ISO, CMMI level 3/5 etc as per clause 4(i) C 1, 3, 4
k.	Undertakings as per clause 4(i) B, G, H, I , J, K, L, M, N, O, P, Q, T, U in company letterhead
l	GST certificate
m	Copy of PAN Card
n	CIN (Corporate Identity Number), if applicable
o	Authorization letter in the company letterhead authorizing the person signing the bid for this EOI and Power of Attorney (POA) on Rs.100/- stamp paper along with board of resolution
p	List of Directors / CEO / COO including their name (s) and address(s) Director Identification Number [DIN] of all the Directors. Corporate Identity Number [CIN].
q	Undertaking in letter head to indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.
r	Undertakings in Company letter head as per Annexure I
s	Bidders Details as per Annexure II
t	<p>Clause by clause compliance of EOI terms including eligibility, scope, special conditions, general condition and all other terms and conditions with references to supporting documents as per Annexure III</p> <p>A statement showing Clause-by-Clause compliance to all Terms & Conditions of all the Sections of this EOI, duly Signed and Stamped on the Letter Head of their Organization. The bidder shall submit No-Deviation Certificate along with above.</p>
u	Experience Details as per Annexure V
v	Pre-Contract Integrity Pact as per Annexure-VI
w	Supporting documents for 4(i) C & D

x	Non-Disclosure Agreement as per Annexure - VII
y	Consortium Agreement as per clause 4(i) B
z	Undertaking for design solution for all types of meters in the RFQ
aa	Documentary proof of type test certification for single Phase and three Phase Smart energy meters
ab	Documentary proof of successful supply of 1 lakh smart Energy meters
ac	Empanelment Fee - INR 3,00,000/- excluding GST (in most cases) The empanelment fee shall be payable through Demand draft in favour of CPRI, on invitation for test demonstration. (Undertaking for payment of empanelment fee to REC shall be submitted)

4(iii) General	Please provide compliance for the following clauses
1	ITI LTD reserves the right to quote & supply ITI LTD manufactured products (in full or partial quantity) if BOM of Tender/Project contains ITI LTD manufactured products.
2	ITI LTD reserves the right to undertake the supplies up to 50% of the order quantity.
3	ITI LTD reserves the rights to split the balance orders (after taking out the ITI LTD portion) in 70%: 30% ratio between H1 and H2 (Highest margin bidders) for speeding up the work, provided H2 bidder matches H1 margins offered, and wherever technically feasible
4	ITI LTD reserves the right to undertake services likes installation and commissioning activities, Annual Maintenance Contract (AMC) etc. up to 50%
5	All activities like Proof of concept/demo on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of bidders
6	Bidder should be willing to impart required training to ITI LTD engineers for undertaking services & execution of project
7	Bidder will be responsible for any shortcoming in the BOM and the same should be rectified free of cost
8	<i>Bidder should be willing to provide ToT for manufacture of offered products in ITI LTD if the bidder is an OEM. Bidder/OEM shall give an undertaking for doing contract manufacturing of their proposed product at ITI LTD manufacturing plant.</i>
9	Bidder should be willing to sign an exclusive agreement with ITI LTD for smooth execution of the project
10	All commercial terms will be as per the customer Tender/PO.

11	<p>Earnest Money Deposit (EMD) / Bid Security required for submitting the customer tender will be borne by the selected bidder.</p> <p>EMD shall not carry interest</p> <p>EMD to remain valid for a period of forty five days beyond the final bid validity period as per customer tender</p>
12	<p>Performance Bank Guarantee: PBG as per the customer Terms & Conditions or 10% of PO value</p> <ul style="list-style-type: none"> • PBG to be submitted by successful bidder awarded the PO for an amount of 10% of PO value to ensure due performance • PBG shall be valid till 6 months after the completion of warranty obligations with a claim period of 12 months from the date of expiry of BG • If the PBG validity is going to expire before completion of project (ie; before obtaining NOC/Commissioning Certificate), it will be obligatory on empaneled partner part to extend the PBG validity period accordingly
13	<p>Delivery Schedule:</p> <ul style="list-style-type: none"> • Delivery Schedule as per the end customer Tender/ PO on back to back basis • Period of execution shall be in line with the end customer • The project I&C will be considered as completed after obtaining NOC/Commissioning Certificate from the end customer. Further Warranty/AMC shall be supported as per end customer.
14	<p>LD Clause: LD shall be as per ITI LTD Clauses (<i>@ 0.5% of order value per week or part thereof subject to a maximum of 10% of the undelivered portion/ the order value (if the item(s) cannot be used unless full supply is made) or to cancel the order and purchase the materials from alternative source at the risk and cost of the supplier</i>) OR as per the end customer PO/tender clause whichever is higher.</p>
15	<p>Payment Terms:</p> <ol style="list-style-type: none"> a. Payment terms will be as per end customer tender/PO and will be done through an Escrow account on back-to-back basis if required. b. Payment to the empaneled partner shall be done after deduction of all <ol style="list-style-type: none"> i. LD/recoveries imposed by end customer (if any), and ii. ITI LTD's margin & statutory dues <p>If there is any issue, empaneled partner have to write to ITI LTD with all the explanation & supporting documents.</p>

16	<p>The bidder shall give an undertaking for the following:</p> <ol style="list-style-type: none"> To extend a fully back to back partnership (as per scope of work of EOI / Opportunity) exclusively with ITI LTD for that project. To support ITI LTD as consortium partner and bid as per end customer requirement. To support ITI LTD for preparation of the tender, post bid clarifications, technical presentations and any other requirements as per end customer requirement. To make all arrangements and carry out Proof of Concept (PoC) at bidder's cost To submit Bid Security by the successful bidder i.e. after the selection of back to back partner for a particular business opportunity, in the form of Bank Guarantee & PBG as decided by ITI LTD on fully back to back basis. If the selected empaneled partner does not submit the required Bid security to ITI LTD before the customer tender due date, the partner will not be considered for the future tenders. To procure the items from ITI LTD that are in the manufacturing range of ITI LTD.
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4(iv)	Financial Bid – Not required at this stage
	Will be asked separately for each customer tender (depending on tender requirement of the customer)) from the empaneled list of partners.

5. Terms & Conditions of Empanelment:

- ITI Ltd intends to shortlist a panel of empaneled partners for addressing RDSS AMISP tenders for providing Advance Metering Infrastructure (AMI) prepaid Solution after successful demonstration
- The responsibility of exploring the opportunity will lie with the ITI LTD partners.
- The empaneled partners will be reviewed quarterly and those partners who did not generate any business for ITI Ltd will be removed from empanelment. Parameters like progress against business target, progress of allocated projects and performance under the domain applied for empanelment shall be considered for performance review.
- Margin offered will be firm throughout the contract irrespective of reason, what so ever, including the exchange rate fluctuation.
- The process of evaluation will be as below:**
All the bids will be scrutinized for turnover and experience. The PO copies/experience certificates submitted by the vendors will be cross verified with the issuing authorities/clients. After due evaluation the vendors will be empaneled.

Note:

- ITI Ltd's Tender document can be downloaded from ITI Ltd web site www.itiltd.in. For uploading the bid proposal, all vendors have to register in our eProcurement portal (<https://itilimited.euniwizarde.com/>)

Any clarifications regarding the EOI/tender can be obtained from

CMR- Product Mktg,
F-100, II Floor, East Wing,
ITI Limited, Corporate
Marketing,

Dooravaninagar, Bengaluru– 560016

email: shethy_bbsr@itiltld.co.in, vrsakum_crp@itiltld.co.in Mob: 9337892230 / 9535325537

2. Technical bids will be opened at 11.30 AM on 17/10/2023
3. Financial Bid will be asked separately for each customer tender (depending on tender requirement of the customer)
4. Bid offered should be valid for a period of 180 Days from the date of opening of EOI response.
5. Conditional offers are liable for rejection.
6. This bid is especially for empanelment only.
7. The Bidders should give Clause by clause compliance (as per annexure III) of EOI with references to supporting documents; otherwise the offers are liable for rejection.
8. The vendor to indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
9. In the event that ITI LTD is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the bidder at latter's cost and expenditure.
10. ITI LTD 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.
11. Bidders, whose Purchase Order(s) for any Project of ITI LTD was/were cancelled on risk & cost basis for nonperformance or non-submission of performance guarantee in last 2 years, are not eligible to participate in this tender.
12. **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 LTD. ITI LTD will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process.
13. **Amendment of EOI:** At any time prior to the last date for receipt of offers, ITI LTD, 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 LTD 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.
14. ITI LTD will not consider any or all of the bids if they are not meeting EOI requirements.
15. ITI LTD may at its discretion reject any offers received for empanelment without assigning any reasons.
16. This EOI will be available on ITI Ltd website: “<http://www.itiltld.in/> ” under its Tender/EOI

Section.

6. Other Terms and conditions:

1. Confidentiality

- All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Procuring Entity to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract are confidential.
- If advised by the Procuring Entity, all copies of such information in original shall be returned on completion of the contractor's performance and obligations under this contract.

2. Transparency

All procuring authorities are responsible and accountable to ensure transparency, fairness, equality, competition and appeal rights. This involves simultaneous, symmetric and unrestricted dissemination of information to all likely bidders, sufficient for them to know and understand the availability of bidding opportunities and actual means, processes and time limits prescribed for completion of registration of bidders, bidding, evaluation, grievance redressal, award and management of contracts.

It implies that such officers must ensure that there is consistency, predictability, clarity, openness, equal opportunities in processes.

3. **Indemnity:** The empaneled partner to indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer. LD/ Penalties incurred on account of delay in supply, product failure during warranty if any and deficiency in Warranty and AMC services attributable to the partner shall be borne by the partner

4. Arbitration:

- In case amicable settlement is not reached in the event of any dispute of difference arising out of the execution of the contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the contractor in any manner touching upon the contract, such dispute or difference shall (Except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by ITI LTD.
- The award of the arbitrator shall be binding upon the parties to the dispute.
- Subject as aforesaid, the provisions of Arbitration and reconciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to arbitration proceedings under this clause. The cost of arbitration shall be borne equally by both the parties.
- Work under the contract shall be continued during the arbitration proceedings.
- Failure to comply with any of the above conditions can result in termination of the contract, forfeiture of the security deposit, penalty as may be decided by ITI LTD and future blacklisting of the contractor.

- The arbitration location will be at Bengaluru
5. **Set Off:** Any Sum of money due and payable to the supplier under this contract may be appropriated by the purchaser or any other person contracting through the ITI LTD and set off the same against any claim of the purchaser for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the purchaser.
 6. The interested partner may like to discuss the customer tender related information, EOI Bidding Conditions, Bidding Process and clarifications, if any with the Chief Manager – Product Marketing.
 7. **Intellectual Property Rights:**
 - All deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the contractor under this contract shall become and remain the property of the procuring entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without: the procuring entity's prior written consent.
 - The contractor shall, not later than upon termination or expiration of this contract, deliver all such documents and software to the procuring entity, together with a detailed inventory thereof.
 - The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.
 8. **Language of offers:** The offers prepared by the Company and all the correspondences and documents relating to the offers exchanged by the companies shall be written in English language.
 9. Liquidated Damage (LD) may be included, i.e if any imposed on ITI for the reasons related to the bidder consortium shall be carry forwarded to bidder consortium
 10. In the event that ITI LTD is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the system integrator at latter's cost and expenditure.

11. **PROGRESS REPORT:**

Selected partner shall, compile, prepare and submit on time, periodical progress reports (monthly or as required by ITI LTD) on the progress of Business orders, delivery and implementation of services on related projects where ITI LTD products & services are to be utilized.

12. **TERMINATION FOR DEFAULT:**

Any of the following events shall constitute an event of default by the partner entitling the Competent Authority to terminate the contract.

- If the partner fails to perform any obligation(s) under the Contract

- If partner, does not remedy his failure within a period of 30 days (or such longer period as the ITI LTD may authorize in writing) after receipt of the default notice from the ITI LTD
- If selected Partner fails to fulfill its part of the work to the satisfaction of ITI LTD, then ITI LTD shall have the right to terminate the contract.

The contract shall not be terminated for failure to discharge responsibilities due to force majeure situations or failure by ITI LTD to meet conditions precedent.

13. FORCE MAJEURE:

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by the either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this and contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the ITI LTD as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at its option terminate the contract.

14. TERMINATION FOR INSOLVENCY:

ITI LTD may at any time terminate the contract by giving written notice to the Partner, without compensation if the Partner becomes unwilling, bankrupt or otherwise insolvent

15. Purchaser's Right to accept any bid and to reject any or All Bids or to cancel the EOI:

ITI LTD reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

16. Amendment of EOI: At any time prior to the last date for receipt of offers, ITI LTD, 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 LTD 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.

17. Disclaimer: ITI LTD 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 LTD and/or any of its officers, employees.

Undertakings (To be in Bidder's Letter Head)

M/s..... do here by undertake the following

1. are not blacklisted by Central Govt./ any State or UT Govt/ PSU/ organized sector in India
2. to work with ITI as per this EOI and Customer Tender terms and conditions. Also, we agree to implement the project (scope of work as per Tender terms and conditions including investment) covering Warranty & post-warranty services, maintenance etc, in the event of ITI LTD winning the contract on back-to- back basis.
3. to submit EMD in the form of bid security and Performance Bank Guarantee (..... % of contract value) to customer/ITI LTD (as decided by ITI LTD), as per the Customer Tender terms & conditions.
4. that we will be equipped with the required manpower with qualifications, certifications and experience as mentioned in the customer tender.
5. to get required certificate& support (warranty & post-warranty/maintenance) in the name of ITI LTD from the OEM as per customer tender requirement.
6. to obtain relevant statutory licenses for operational activities.
7. to sign MoU/Teaming Agreement, Integrity Pact with ITI LTD for addressing the customer tender as per customer's tender terms and conditions.
8. to indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
9. to support the offered equipment for a minimum period of 7 years including warranty and AMC or as per customer tender conditions.
10. to supply equipment/components which conform to the latest year of manufacture.
11. The bidder should give certificate stating that all the hardware/ software supplied under the contract shall not contain any embedded malicious codes that could inhibit the desired functions of the equipment or cause the network to malfunction in any manner.

Bidders Profile

1.	Name and address of the company			
2.	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Web site)			
3.	Area of business			
4.	Annual Turnover for 3 financial years (Rs in Cr)	2020-21	2021-22	2022-23
5.	Turnover generated from AMI solutions for 3 financial years (Rs in Cr)	2020-21	2021-22	2022-23
6.	Date of Incorporation			
7.	Sales Tax /VAT Registration number			
8.	Service tax Registration number			
9.	PAN Number			
10.	CIN Number, if applicable			
11.	Number of technical manpower in company's rolls			

Compliance Statement

S.No	Clause No.	Clause	Compliance (Complied/ Not Complied)	Remarks with Documentary Reference
1.				
2.				
3.				
4.				
5.				

Note: Bidders are requested to comply every clause as per EOI, Corrigendum, Addenda which is published along with the EOI. The relevant supporting documents need to be referred with respective clauses mentioned.

Scope of Work: Design, supply, installation & Commissioning and maintenance of end to end AMI solution:

Scope of activities

Design, supply, installation & Commissioning and maintenance of end to end AMI solution

- 1) The scope of the AMI System Integrator includes Site survey, planning, design, engineering, proof of concept, supply, delivery at site, storage, installation, system integration, configuration, testing, commissioning, demonstration for acceptance, training, warranty /AMC support, documentation and any other activity as per customer requirements.
- 2) System Integrator shall install all the supplied meters at the specified locations and establish the required communication network and integration with backend system.
- 3) System Integrator should have the capability to access the real time data and provide all information on a single console in an integrated manner to remotely control the entire network and increase operational efficiency.
- 4) The AMI System Integrator should establish network platform that can support all the applications like HES, MDMS etc over the Communication network.
- 5) Deployment and management of all the application on Data center/Cloud including HES and MDMS depending on the requirements.
- 6) Integration with existing legacy system of the customer including metering, billing and collection as required by customer.
- 7) Development of interface with mobile app and web portal /Dashboard. A mobile application also to be designed and developed for the end customers depending on the customer requirement.
- 8) The System Integrator should ensure the device level interoperability and it will be the responsibility of System Integrator to ensure that all systems, sub systems, equipment and devices shall conform in all aspects to high standards of engineering, design & workmanship and shall be capable of performing continuous commercial operation as per the requirements of the customer.
- 9) Facility Management System (FMS) support during the project duration. This may also include setting up of physical work premises at the Customer location, setting up of call center, integrating with Customer NOC etc depending upon the customer requirements.
- 10) System Integrator has to implement and commission AMI system architecture capable of upgrades and scaling as per customer requirements with robust system security features with due consideration of data privacy, confidentiality, cyber security guidelines etc.
- 11) The System Integration partner shall be responsible for proper data exchange among smart meters, MDMS, HES and other operational/requisite software as part of fully functional AMI system.

- 12) The System Integrator shall submit a Technical Solution document describing overall architecture and operational philosophy of the proposed AMI solution including the methodology for achieving communication requirements (cellular , RF mesh, Hybrid solution of RF and cellular, PLCC, NB-IoT as per customer requirement) and different functionalities and also highlight additional features along with limitations if any. System Integrator will be responsible for deploying and maintaining DCU solutions for any RF mesh based opportunities.
- 13) The selected System Integrator shall be willing to associate with ITI in addressing the tenders and various requirements of the customers and implementing the project abiding to the Customer terms and conditions.
- 14) The System Integrator has to assist ITI LTD to provide demos/presentations to customers as required at its own cost . Sales & Marketing costs for any opportunity will be borne by the System Integrator
- 15) The System Integrator has to undertake the responsibility of successfully carrying out the field trial/proof of concept (PoC) as part of pre-supply qualification as per the customer order conditions and requirements free of cost.
- 16) The System Integrator shall implement all necessary modifications in hardware/software and carry out periodic version upgrades and updates to the hardware and software during the entire project duration (installation, warranty, AMC etc) to ascertain the compliance of the system with the specifications and requirements of customers, DISCOMs and regulatory authorities
- 17) The System Integrator shall impart periodic training /refresher to the ITI LTD /Customers technical staff free of cost during the entire project duration. The required documentation in soft copies shall be made available .
- 18) The system Integrator shall provide a model facility at ITI LTD or at the system Integrators premises in order to test the interoperability of meters manufactured by ITI LTD.
- 19) ITI along with the selected System Integrator shall bid as a Consortium and jointly prepare the tender bid documents for the technical and commercial compliances. Both ITI LTD and the selected partner shall mutually discuss and work out the best bidding strategy for winning the tender . Also in the case of counter offers given by customer, both ITI LTD and partner shall make all efforts to match the prices for providing supply and services as per the terms and conditions of the purchase order.
- 20) The selected System Integrator has to sign a memorandum of understanding(MoU) and Non-Disclosure Agreement(NDA) in line with EoI terms and conditions within 15 days of award of Letter of Selection. MoU will be valid for three years and shall be extended on mutual discussions.

Core Components of AMI System:

Following core components of AMI shall be provided:

- Smart Meters (At least two different manufacturers/makes)
- Communication Infrastructure (Cellular, RF mesh, Hybrid solution of RF and cellular)
- Network Management System (NMS)
- Head End System (HES) (At least one)

- Meter Data Management System (MDM)
- Cloud Service
- Web application with online data of consumers
- Mobile application (specification & requirement given by DISCOM/customer)
- Business Intelligence and Data Analytics Software
- System Integration
- RF Communication Provider (if applicable)
- System Integrator
- Any other solution as per RFP/ Tender

Smart Meters:

- Whole Current A.C. Single Phase Smart Energy Meter
- Whole Current A.C. Three Phase Smart Energy Meter
- Three phase CT operated **A.C.** Smart Meter of Accuracy Class 0.5S (DT Meter, LT-CT Meter, etc.)
- Three phase CT/PT operated **A.C.** Smart Meter of Accuracy Class 0.5S/ 0.2S (as required) – Feeder Meter, Boundary Meter, HT Consumers, etc.

It is mandatory that in case of all manufacturers, the offered meter shall be **ISI** marked and bidder shall have to furnish valid **BIS** certification

STANDARDS APPLICABLE: Unless specified elsewhere in this specification, the performance & testing of the meters should conform to the following Indian/International standards, to be read with up to date and latest amendments/revisions thereof as on 90 days prior to floating of tender.

Sl.No	Standard No	Title
1.	IS 13779 with latest amendments	AC Static Watt-hour Meter class 1 & 2
2.	IS 15884 with latest amendments	Alternating Current Direct Connected Static Prepayment Meters for Active Energy (Class 1 and 2)- Specification
3.	IS 16444 Part 1 with latest amendments	A.C. Static Direct Connected Watt Hour Smart Meter Class 1 and 2- Specification
4.	IS 15959 Part 1 & Part 2 with latest amendments	Data Exchange for Electricity Meter Reading, Tariff and Load Control-Companion Standards
5.	CBIP Research Publication No.325	Specification for AC Static Electrical Energy Meters

	read with latest amendments	
	IS 12346 (1999)	Specification for testing equipment for A.C. Static Electrical Energy Meter (latest amendment).
	C.E.A. Regulation No. 502 / 70 / CEA / DP&D dt 17/03/2006 with all amendments	Central Electricity Authority (Installation and Operation of Meters) Regulation, 2006.
6.	IS 14434 (1998)	Polycarbonate Moulding and Extrusion Materials.
7.	IS-15884	AC circuit connected Static Smart prepaid Meters for Active Energy (Class 1 and Class 2)
8.	IS-16444	A.C. Static direct connected watt-hour smart meter
9.	IS-16444 and CEA guideline	Power On-Off event.
10.	CEA document August 2016	Functional specifications and functional requirements of AMI

NETWORK CONNECTIVITY AND MONITORING SYSTEM:

The proposed network connectivity shall comply the following requirement.

1. RF communication from Meter to DCU and DCU to HES Fiber (If available) OR Cellular.

2. Cellular Communication from Meter to HES.

Suitable system is required to monitor network elements like DCUs.

NETWORK MANAGEMENT SYSTEM (NMS): Suitable Network Management System (NMS) shall be deployed to monitor the network's status from end-to-end and the status of each and every device (RF/ GPRS signal strength, dynamic status of links with colour-codes, throughput, available bandwidth etc. in the network in real-time, and provide performance and activity statistics. The network management software shall be based on the latest secured version of Simple Network Management Protocol ver. 3.0 (SNMPv3). The NMS system shall have a simple browser-based user interface to provide all the pertinent information about the system. The NMS shall not impact the availability and performance of AMI applications and shall load not more than 3% of any host CPU, 1% of network bandwidth and shall have secure communication.

Head End System (HES): The main objective of HES is to acquire meter data automatically avoiding any human intervention and monitor parameters acquired from meters. HES also shall serve as the control and monitoring hub for sending commands to end points individually/ in defined groups or across the entire network. The HES shall provide the means to monitor the

network's status from end-to-end and the status of each and every device (signal strength, dynamic status of links with colour-codes, throughput, available bandwidth etc.) in the network in real-time, and provide performance and activity statistics.

Meter Data Management System (MDM): The Meter Data Management System shall support storage, archiving, retrieval & analysis of meter data and various other MIS along with validation & verification algorithms. It shall act as a central data repository with interactive dashboard. MDM shall have capability to import raw or validated data in defined formats and export the processed and validated data to various other systems sources and services in the agreed format. It shall provide validated data for upstream systems such as billing, consumer Information system, customer care, analytics, reporting, Network planning & analysis, load analysis/forecasting, Peak Load Management, Outage management etc

Cloud Infrastructure: Secure cloud based web hosting with uninterrupted services on 24x365 days basis will have to be provided. The vendor must host the system in security standard MeitY empaneled ISO 27001 certified minimum Tier-3 Data Centre within INDIA

Work Experience Details – project wise

Sl. No	Information Required	Details
1	Name of the project	
2	Customer Name & Contact Details	
3	PO No & Date	
4	Commissioning Date	
5	Role of bidder	
6	Value of the project	
7	Brief Description of the project	

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 2023

BETWEEN:

ITI Limited,having its Registered & corporate office at ITI Bhavan, Dooravani Nagar, 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 Act 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@/ Contractor(s) shall be final and binding on the Bidder(sj/

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 be 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(s)/ 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 equivalent 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-empaneled partner(s)/ associate(s), if any, 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-empaneled partners / 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-empaneled partner/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 ITI 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.

1.2 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.

NON-DISCLOSURE AGREEMENT

By and between

ITI LIMITED
(A Government of India Enterprise)
Doorvaninagar, Bangalore-560016, India

(hereinafter “ITI”)

On the One Hand

And

(hereinafter “XXXX ”)

On the Other Hand

Either or both may also be hereinafter referred to, individually as the “Party,” and collectively as the “Parties.”

ARTICLE 1. DEFINITIONS

“Agreement” means this Non-Disclosure Agreement.

“Confidential Information” as used in this Agreement shall mean all trade secrets and information which is disclosed by the Disclosing Party and is designated as Confidential Information and/or Proprietary Information by the Disclosing Party, including, but not limited to, technical data, know how, type design, concepts, descriptions, specifications, schematics, research, product plans, products, services, lists of customers, markets, developments, inventions, processes, manufacturing processes designs, drawings, films, documentation, engineering hardware configuration information, engineering data, marketing, notes, models, compositions, algorithms, software programs, software source documents, program schedule, visual demonstrations, photographs, manuscripts, texts, video recordings, formulations, equipment or apparatus, oral discussions, sales, marketing and/or business plans and/or financial information, cost estimates, pricing policy which is identified as confidential and/or proprietary by the Disclosing Party in accordance with the guidelines in Article 4 which may be made available in any form including machine readable. For avoidance of doubt “Confidential Information” also includes analysis, compilation, studies and other material prepared by or in the possession or control of the Recipient which contain or otherwise reflect or are generated from any such information as is specified in

this definition.

“Disclosing Party” means that Party which directly or indirectly provides or makes available Confidential Information to the other in connection with this Agreement.

“Receiving Party” means that Party which receives or obtains Confidential Information directly or indirectly from the Disclosing Party in connection with this Agreement.

ARTICLE 2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to allow the Parties to exchange confidential information both technical and commercial, to:

Enable ITI, to ensure timely submission of a technically state of the art and cost competitive proposal consistent with the requirements spelt out in the tender ref

Participate in the presentation/ demonstration to the vendor on No Cost No Commitment basis if called to do so.

ARTICLE 3. IDENTIFICATION OF INFORMATION

XXX information relates to business, financial and technical data related to the system engineering, manufacturing, marketing and business development capabilities with specific reference to the parameters laid out in the RFP

ITI information relates to business, financial and technical data related to its system engineering, marketing and business development capabilities with specific reference to the parameters laid out in the RFP

ARTICLE 4. CONFIDENTIAL INFORMATION RIGHTS AND OBLIGATIONS

(a) Information that is to be accepted in a confidential relationship and treated as Confidential Information, shall be disclosed in a tangible form, and shall be conspicuously marked as being “Private,” “Confidential,” or by any other appropriate legend clearly indicating the confidential nature of the information.

(b) Confidential Information, if first disclosed in a non-written or other non-tangible form, shall be identified by the disclosing party at the time of disclosure as being disclosed in confidence, shall be reduced to tangible form and marked in accordance with Article 4(a), and such tangible form shall be delivered to the Party identified above within twenty (20) working days after the date of first disclosure. During the above stated 20-day period, such Confidential Information shall be protected in accordance with the terms of this Agreement.

(c) Confidential Information that is disclosed pursuant to this Agreement shall not be used other than for the purposes submitted, or disclosed to any third party, unless authorized in writing by the disclosing Party.

(d) Upon receiving Confidential Information from the disclosing Party, recipient shall use at least the same degree of care that it uses in protecting its own information of like kind, but not less than reasonable care to safeguard such Confidential Information from an unauthorized use or disclosure. Recipient agrees that each employee having access to Confidential Information of the other Party to this Agreement, shall be in a “need-to-know” basis and shall be informed of the existence of this Agreement.

If the Receiving Party makes any copies, extracts, summaries, or digests of the Confidential Information (including computer entries), the Receiving Party shall ensure that appropriate legends are affixed thereto. Copies made by a reproduction service contractor, for the exclusive use of a Party to this Agreement is permitted, provided the service contractor has executed a non-disclosure agreement, which is sufficient to protect the Confidential Information required under this Agreement.

(f) XXX undertakes to observe all requirements of security regulations of the Government of India to the extent they apply to Proprietary / Confidentiality Information disclosed pursuant to hereinto.

ARTICLE 5. AGREEMENT AND CONFIDENTIALITY TERMS

This Agreement shall terminate after the period of time specified below, from the date of last execution of this Agreement by the Parties, except that either Party, upon thirty (30) days written notice to the other Party, may terminate this Agreement. All obligations to maintain confidentiality shall survive termination under this Article 5 and Article 9.

The Term of this Agreement shall be Two (2) years from the effective date hereof, as determined by the last date of execution.

Notwithstanding the above, the provisions of this Agreement, as they relate to Proprietary Information, shall remain in full force indefinitely unless expressly agreed otherwise in writing by the parties. Furthermore, the receiving party agrees to promptly return or destroy, as instructed by the disclosing party, any Proprietary Information received from the disclosing party, together with all copies thereof, upon request by the disclosing party, termination of the Agreement or expiry or termination of the Purpose, whichever is earlier.

ARTICLE 6. PROTECTION LIMITATIONS

It is acknowledged by the Parties, that when any portion of such Confidential Information falls

within any of the following provisions, such portion of such Confidential Information is released from the protection provided under this Agreement from the date such provision becomes effective:

- (a) Information which is or becomes part of the public domain without breach of this Agreement;
- (b) Information which is subsequently received from a third party who did not obtain, or disclose such information in violation of any rights of the Disclosing Party;
- (c) Information which is already known to a Party, which is substantiated by reasonable evidence;

Information which is publicly disclosed with the prior written approval of the Party that owns, or controls the information; or

Information which was independently developed by an employee of the receiving Party, who did not have access to the disclosed information, and independent development, is substantiated by reasonable evidence.

ARTICLE 7. CONTACT

Each Party shall designate in writing one or more individuals within its organization as the only persons authorized to receive Confidential Information exchanged hereunder. Such authorized recipients initially designated are:

ITI LIMITED

XXXXXX

Phone:

Fax:

Email ID : shethy_bbsr@itiltld.co.in, vrsakum_crp@itiltld.co.in

Designated authorized recipients may be changed at any time upon written notice.

ARTICLE 8. JUDICIAL ORDER

Notwithstanding the foregoing, nothing in this Agreement shall restrict the right of either Party to this Agreement, from disclosing such Confidential Information pursuant to a judicial order issued by a court of competent jurisdiction, or other valid and binding court ordered discovery, but only to the extent so ordered, provided, however, that the Party so ordered shall notify the other Party to this Agreement, in writing, of such pending action to compel disclosure or such order in sufficient time to permit adequate time for response by the affected Party. The receiving Party

shall provide all reasonable assistance, at the disclosing Party's expense and direction, in opposing such disclosure order.

ARTICLE 9. TERMINATION PROVISIONS

All such Confidential Information and copies, extracts, summaries, or digests (including computer retained format) thereof shall remain the property of the disclosing Party. All such Confidential Information shall be returned to the disclosing Party upon the first of the following events shall occur:

- (a) Within thirty (30) days after the termination of this Agreement under Article 5;
- (b) At the request of a Party upon completion of the purpose(s) for which it was submitted;
- (c) Upon the determination by a Party that received the information that it no longer desires to possess such Confidential Information; or
- (d) Upon breach of any of the obligations of this Agreement, wherein such Confidential Information, and all copies thereof, shall be returned to the Party that owns or controls the Information within thirty (30) days of written demand by such Party.

ARTICLE 10. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of both Parties respectively.

ARTICLE 11. ASSIGNMENT

Neither Party shall assign or otherwise transfer any of its rights nor shall obligations under this Agreement to any third Party inure without the prior written consent of the other Party and any attempted assignment or transfer without such prior written consent shall be null and void.

ARTICLE 12. GENERAL PROVISIONS

No license, right, title, or interest in, or to any patent, trademark, mask work, copyright, service mark, or any other intellectual property rights, is granted or implied by disclosure of, or access to such Confidential Information disclosed hereunder. Each Party warrants that it has the lawful, unqualified right to transfer, use, or otherwise disclose the information transmitted hereunder. No

other warranties, express, or implied at law, or in equity, are intended or deemed to arise by virtue of entering into this Agreement or performing hereunder.

In the event of breach of the terms of this Agreement, the failure of a Party to enforce any right under this Agreement, shall not be deemed a waiver of any right hereunder. The invalidity in whole, or in part, of any condition of this Agreement shall not affect the validity of any other condition hereof.

At all times, both Parties shall remain independent contractors, with each responsible for its own employees and representatives. This Agreement is not intended to be, nor shall it be construed as, a joint venture, partnership or other formal business organization, and neither party shall have the right or obligation to share any of the profits, or bear any losses, risks or liabilities of the other Party by virtue of this Agreement. Neither Party is authorized to act for, or on behalf, of the other Party, nor to bind or, otherwise commit the other Party to any contract, or other matter.

(d) This Agreement is deemed to be made under, and shall be construed in accordance with the laws of India.

(e) Arbitration: If a dispute arises out of or in connection with this agreement the parties agree to submit that dispute to arbitration under the ICADR, Arbitration Rules, 1996. Such dispute(s) or differences shall be referred to and settled by an arbitral tribunal comprising of three (3) arbitrators, one to be appointed by each party, and the third arbitrator to be appointed by both the selected arbitrators. In case any party fails to appoint an Arbitrator within 30 days from the date of receipt of the request to do so from the other party; or the appointed arbitrators fail to agree on the third arbitrator within 30 days from the date of their appointment, then the appointment shall be made, upon the request by the party, by the ICADR.

The International Centre for Alternative Dispute Resolution will provide administrative Services in accordance with the ICADR Arbitration Rule, 1996.

The language of Arbitration proceedings shall be English.

The place of Arbitration proceedings shall be Bangalore, Karnataka.

(f) No amendment or modification of this Agreement shall be valid, or binding on the Parties, unless made in writing and signed on behalf of the Parties, their respective duly authorized officers, or representatives.

(g) This Agreement may be executed in counterparts and transmitted by facsimile, each of which when so executed and transmitted shall be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.

This Agreement supersedes all previous understandings between the Parties with respect to the subject matter of this Agreement.

(i) Neither Party will, solicit or attempt to solicit, either directly or indirectly, with an employee or contractor of the other during the term of this Agreement and for a period of one (1) year after termination of this Agreement

ARTICLE 13. AGREEMENT LANGUAGE

This Agreement has been executed and delivered in text using the English language, which text, despite any translation into any language, shall be controlling.

ARTICLE 14. DPE Guidelines:

It is expressly understood and agreed by and between xxxx and ITI 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 that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that ITI is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable Laws of India and general principles of Contract Law. The xxxx 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 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, xxxx hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impeder claims or counter claims against the Government of India arising out of this contract and covenants not to sue the Government of India as to any manner, claim, and cause of action or thing whatsoever arising of or under this agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives, as of the date listed below.

ITI Limited

XXXXXX

By _____
(Typed Name)

By _____
(Typed Name)

(Title)

(Title)

(Signature)

(Date Signed)

(Signature)

(Date Signed)

In the presence of

Witness

1.) Signature

Name

Address

2.) Signature

Name

Address