



**Request for Proposal (RFP)
For the Selection of Technology Partner for
Advanced Metering Infrastructure (AMI) Solution**

10 October 2024

Reference No: ITI/COR/P&T/RFP/AMI/2024/01

**ITI LIMITED
Registered & Corporate Office
ITI Bhavan, Dooravaninagar
Bengaluru – 560 016
CIN No: L32202KA1950GOI000640**



Request for Proposal (RFP) For the Selection of Technology Partner for Advanced Metering Infrastructure Solution Manufacturing

1. INTRODUCTION

ITI Limited (ITI), a Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications, is a leading Telecom equipment manufacturer and turnkey solution provider in in ICT and Telecom Domain in India. ITI is having state of the art, latest electronic manufacturing infrastructure in its plants situated at Bengaluru, Palakkad, Rae Bareli, Mankapur and Naini. It has pan India presence through it Marketing, Services & Project offices(MSP). The major customers are Government/ Defence/ Paramilitary forces/Railways/PSUs like BSNL, MTNL/Private Corporates. More information can be viewed on www.itilttd.in

ITI has been manufacturing and supplying Smart Energy Meter(SEM) through its PALAKKAD unit. To address the latest market trends and strengthen its manufacturing capabilities as a market leader, proposal is invited **under e-tender mode(2 bid system)** from the Intending Technology Partner(TP) having proven technological capabilities in Advance Metering Infrastructure Solution (AMI) including necessary certifications for “Smart Energy Meters (Single Phase, Three Phase & LT-CT Operated three phase) meeting IS 16444 Standard” and ready to transfer the technology (ToT) for manufacturing by ITI as per terms & conditions enumerated below, may submit their proposal. Technical bid and Financial bid is to be submitted separately in the allotted sections in the Tender portal. Otherwise, the bids will be likely to be rejected.

2. IMPORTANT DATES

S.No.	Activity	Schedule
i	RFP Issue Date	10.10.2024
ii	Bidders Query last Date	17.10.2024: 15:00Hrs
iii	Upload of Reply to Bidder’s query	24.10.2024: 15:00Hrs
iv	Due Date & Time for Submission of Proposal through Uni Wizard	30.10.2024: 17:00 Hrs
v	Date & Time of opening of Proposals	31.10.2024: 15:00Hrs



3. PURPOSE

ITI intends to manufacture “Advanced Metering Infrastructure Solution including smart energy meters, communication infrastructure along with applications for Head End System (HES), Meter Data Management (MDM) System, RF Communication Provider (if applicable) to address upcoming & future Tenders/EOI/RFP of DISCOMS or other Organisation.

For tentative Technical requirement please refer to Annexure-VI. Technical details are for reference purpose only as technical Elements and Specification will vary as per customer requirements.

The selected Partner, should be willing to provide ITI with technological details (Hardware/ Software) for manufacturing and servicing of Complete AMI Solution **on exclusive basis** to enable ITI as Complete Solution Provider of AMI Solution.

Bidders who have relevant experience in the following Categories can submit the proposal in all categories or any one or more of the categories:

Category 1: Smart Energy Meter

Category 2: Head End System (HES), Meter Data Management System (MDMS) & Communication module

Category 3: System Integrator

4. SCOPE

- 4.1. The strategic alliance between ITI and the Technology Partner (TP) shall be for a period of minimum five years with the scope to extend the arrangement further on mutual consent. The TP shall provide all the assistance in setting up/upgrading the manufacturing facilities at ITI units.
- 4.2. The Technology Collaboration Agreement (TCA) of Advanced Metering Infrastructure (AMI) Solution includes the hardware/software design, manufacturing, assembly, inspection, testing, quality assurance methods, troubleshooting, supply, Installation, Commissioning, servicing/ maintenance during the warranty/post warranty period, training, documentation, design upgrades, system integration with AMI solution provider etc as per various tendered customer requirements. Technology partner(TP) is required to share a detail technical presentation for implementation of TOT for ITI to ascertain the suitability of the technical qualification of the bidder.



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- 4.3. The Technology Partner(TP) shall ensure compliance, in totality, of his product to applicable Indian Standard specifications or any other standard, as referred in the customer requirement.
- 4.4. The TP should be responsible to provide free software /firmware/patches/ upgrades to ITI for the product as per customer order conditions during the pre-sales and post sales phases of the product to ascertain the compliance of the product with the standards and specifications.
- 4.5. The TP at their cost shall support ITI for field trial/proof of concept(PoC) by providing free samples as per customer requirement towards the pre-supply qualification for the customer orders. The TP has to undertake the responsibility of integrating the meter with the back end system of Head-end System (HES)/ Meter Data Management System (MDMS) etc. during the PoC.
- 4.6. The TP shall ensure the compliance of the solution on cellular (4G fall back to 3G/2G/NB-IoT/RF Mesh/other future communications) technologies for various frequency bands as prescribed by Central Electric Authority (CEA) or any other regulatory authority.
- 4.7. The TP should meet the eligibility criteria as per clause 5(A). TP shall provide clause-by-clause compliance as per Annexure-II and conform to the requirements, by providing undertaking as per Annexure-III.
- 4.8. The TP shall be responsible on behalf of ITI to obtain all necessary certifications and approvals as required such as Type Approval from NABL/International accredited agencies & BIS Certification for ITI make product. However, Certification & Testing Fees will be paid/reimbursed by ITI. TP must provide full-fledged back end support, if any BIS or other Certification is required for the components to be procured as SKD/CKD kit or as per BOM.
- 4.9. After/During successful TOT process, the TP shall also support ITI for the Tenders / Purchase orders of Government, PSUs, Defence and Private customers for the products / services.
- 4.10. ITI shall be solely responsible for procuring the materials as per BOM requirement for manufacturing, while the selected TP may support sourcing of the materials from their vendors at a competitive rate. TP has to provide the detailed technical specifications, drawings etc for all the components being sourced from their approved vendor or from open market. TP shall also extend the technical support for using the equivalent items compatible to the BOM items. ITI shall be free to procure components as per BOM following its own procurement procedure. However, TP may provide the list of their approved



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vendors. ITI will float Limited Tender to TP or its consortium partner as well as to approved sources as per BOM for component procurement and procurement will be made at L1 price.

- 4.11. TP must assist ITI in setting up the production lines and give necessary Technical Support including Specification, process diagrams & training to ITI personnel for the smooth and efficient functioning of the Production of Smart Energy Meters / AMI solution. ITI desires that TP shall assist in supply of all the necessary Infra required for Manufacturing & Testing of the product except High End SMT facility & Test Bench (available with ITI).
- 4.12. ToT shall be on the Royalty Model on the sales of the product as a percentage excluding taxes.
- 4.13. TP shall provide all the upgrades developed for the offered product (including ITI product based on TOT) during the contract period, without any commercial implication. They should also ensure to develop the upgraded SEM / AMI solution to meet upgraded Technical Specification as per prevailing standard, if any, to overcome any obsolescence.
- 4.14. TP must agree to supply kit of the proposed product in Completely built Units(CBU), Semi Knock Down (SKD) & Complete Knock down (CKD) mode to ITI as per ITI requirement.
- 4.15. TP shall depute experienced technical personnel to support manufacturing at ITI and after that as and when required to resolve the technical issues for Certification or during bulk production free of cost.
- 4.16. TP must be willing to provide Contract Manufacturing job work for the manufacturing of the offered product, if Customer agrees to accept TP 's product & if ITI desires to supply TP 's product. Payment Terms and conditions will be mutually agreed upon case to case basis.
- 4.17. ITI LTD is in the process of manufacturing Smart Energy 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.
- 4.18. ITI intends to build manufacturing capacity of 1,00,000 (One Lakh) numbers of the said meters alongside AMI solution per month. TP must agree to provide all technical support for development of required Infrastructure.



5. ELIGIBILITY CONDITIONS FOR TP

A	Essential Eligibility Criteria for the Applicants	
	Pre-Qualifying Criteria	Compliance Document
i.	The TP/the member of Consortium should be a company registered in India having its office in India and incorporated under the Indian Companies Act, 1956/2013 and should be at least five years (from the date of releasing this RFP) old company.	<ul style="list-style-type: none"> • <i>Details of the company</i> • <i>Copy of Certification of Incorporation /Registration Certificate</i> • <i>Copy of PAN card</i> • <i>Copy of GST Registration</i>
ii	Consortium can be formed between Categories (for example: Smart Meter Manufacturers with HES Solution Providers/ HES Solution Providers with MDMS Solution Providers). In case of Consortium, the number of bidders including Lead Bidder can be maximum two.	<ul style="list-style-type: none"> • <i>Proof of Consortium should be submitted (Consortium agreement as per Annexure-XII)</i>
iii.	<p>Bidders who have relevant experience in the following fields can submit the proposal in all categories or any one or more of the categories:</p> <p>Category 1: Smart Energy Meter</p> <p>Category 2: Head End System (HES), Meter Data Management System (MDMS) & Communication module</p> <p>Category 4: System Integrator</p> <p>TP shall be willing to transfer the technology of offered Product/Solutions in all categories or any one or more of the categories to enable ITI to design, engineer, integrate, manufacture, Market, Sale & Service, provide maintenance of the Product/Solutions. The TP would take responsibility on behalf of ITI to obtain the required Type Approval Certificate as well as all required BIS Certificate if required.</p>	<p><i>A Self-Declaration of Technology Transfer consent to be provided.</i></p>



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<p>iii.</p>	<ul style="list-style-type: none"> Bidder should have to meet the following turnover criteria in any Categories they want to bid individually. <table border="1" data-bbox="300 353 995 1012"> <tr> <td>Category</td> <td>Average Annual Turnover for last 3 Years (2021-22,2022-23,2023-24)</td> </tr> <tr> <td>Smart Energy Meter Manufacturer</td> <td>50 Cr</td> </tr> <tr> <td>Head End System (HES), Meter Data Management System (MDMS) & Communication module</td> <td>30 Cr</td> </tr> <tr> <td>System Integrator</td> <td>20 Cr</td> </tr> </table> <ul style="list-style-type: none"> In case of Consortium of Categories individual members has to meet the turnover pertaining to corresponding Categories. A Single bidder having complete Solution (all category) should have average annual turnover of 60Cr for the last 3 years. 	Category	Average Annual Turnover for last 3 Years (2021-22,2022-23,2023-24)	Smart Energy Meter Manufacturer	50 Cr	Head End System (HES), Meter Data Management System (MDMS) & Communication module	30 Cr	System Integrator	20 Cr	<p>a) Auditors Net worth certificate & Turnover certificate signed by the company's Auditors/ CA for last 3 financial years.</p> <p>b) Audited account statements for the years specified to be provided.</p>
Category	Average Annual Turnover for last 3 Years (2021-22,2022-23,2023-24)									
Smart Energy Meter Manufacturer	50 Cr									
Head End System (HES), Meter Data Management System (MDMS) & Communication module	30 Cr									
System Integrator	20 Cr									
<p>iv</p>	<p>Relaxation in prior turnover and prior experience to all Startups (whether MSEs or otherwise) will be provided subject to meeting of quality and technical specifications in accordance with the relevant provisions of GFR 2005. However, there may be circumstances like procurement of items related to public safety, health, critical security operations & equipment etc. Wherever adequate justification exists, this relaxation need not to be exercised</p>	<p>a) Certification/relevant documents to be provided</p>								
<p>v</p>	<p>The Bidder must meet the below-mentioned qualification requirements/ criteria.</p>	<p><u>Smart Energy Meter Manufacturer</u></p>								



<p><u>Smart Energy Meter Manufacturer</u></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) The TP should have experience in manufacturing and supply of 50000 Nos of Smart Energy Meters/Pre-Paid Meters to Indian or Global company in last 3 Years.</p> <p><u>Head End System (HES)</u></p> <p>Proposed HES should have been integrated with at least one MDMS/ other utility IT solutions in Indian/ Global Utility(ies) as on the date of application</p> <p><u>Meter Data Management System (MDMS)</u></p> <p>a) Proposed MDMS should have been integrated with at least One HES solutions in Indian/ Global Utility(ies) as on the date of application.</p> <p>b) Proposed MDMS should have been integrated with at least one Billing systems in Indian/ Global Utility(ies) or with Billing/ other IT systems of at least one Indian/Global Utility(ies) as on the date of application.</p> <p>c) MDMS solution provider should have a valid CMMI Level-3 or IEC/ISO27001.</p>	<p>a. Certificate copy / relevant documents to be provided</p> <p>b. Certificate copy relevant documents should be provided</p> <p>c. A Self-Declaration consent to be provided.</p> <p>d. Documentary evidence (Customer POs and performance certificate) to prove experience to be submitted along with the name of contact person, email id and telephone numbers</p> <p><u>Head End System (HES)</u></p> <p>a. Experience Certificate along with Test Report indicating integration of HES and MDMS to be provided.</p> <p><u>Meter Data Management System (MDMS)</u></p> <p>a. Experience Certificate along with Test Report indicating integration of HES and MDMS to be provided.</p> <p>b. Experience Certificate along with Test Report indicating integration to be provided.</p> <p>c. Certificate copy to be provided</p>
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	<p><u>System Integrator</u></p> <p>a) TP should have experience of Installation & commissioning of at least 2000 Smart Energy Meters from any OEM and TP should have experience of HES and MDMS system Integration from any OEM.</p> <p>OR</p> <p>a) TP should have experience of integration of HES/ MDMS/etc., with at least 2 (two) Billing/ other utility IT systems in Indian/ Global Utility (power/ water/ natural gas/ telecom).</p> <p>b) TP should have a valid ISO 9001:2015 certification as on the date of application.</p>	<p><u>System Integrator</u></p> <p>a. Experience certificate and Documentary evidence (Customer POs and performance certificate) to prove experience to be submitted along with the name of contact person, email id and telephone numbers</p> <p>b. ISO certificate copy need to be provided</p>
vi.	<p>TP should explore new business opportunities and should offer the same to ITI for manufacturing and ITI will have the first right of refusal in case it is not able to manufacture within required time frame. The product so offered for manufacturing to ITI Limited should have cost of purchase within reasonable limit of at least 20% above the cost price to ITI.</p>	<p><i>A Self-Declaration of Buy Back consent to be provided.</i></p>
vii.	<p>The TP should commit to provide any software/hardware upgrade required on the designed product to keep it updated and also work on optimizing the design to make it market competitive and meet customer requirements as well as prevailing standards.</p>	<p><i>A Self-Declaration consent to be provided.</i></p>
viii.	<p>TP shall submit self-declaration(s) that the Partner or any of the promoters/directors/Partner or member not blacklisted/banned/debarred/suspended by the Central/ any other States/ Union Territories Government/ Quasi- Govt/ Govt. undertaking/Banks/Financial</p>	<p><i>A Self-Declaration of not being under any black list or Barring.</i></p>



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	<p>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 opening of this RFP.</p>	
ix.	<p>The IPR or copyright/License of the SEM / AMI solution to be owned by the TP.</p> <p>TP should have designed, engineered, integrated, manufactured/ assembled the offered product and obtained the required Type Approval Certificate from any NABL/International accredited agencies. TP must confirm that there are no Patent / legal issues that might become hindrance as per scope of RFP at any stage.</p> <p>If Principal Designer is different, authorization letter in original in the name of TP must be provided for Transfer of Technology to ITI.</p>	<p><i>(i). Relevant documents to the ownership to be submitted</i></p> <p><i>(ii). An undertaking of owning IPR (Intellectual Property Right) or Copyright/License for the SEM design needs to be submitted.</i></p>
x.	<p>The TP shall provide the design of the offered product vide Transfer of Technology enabling ITI to manufacture with following steps.</p> <ul style="list-style-type: none">a. SMT assembling using components supplied by suppliersb. Bill of materials list along with technical specifications, part nos. and the OEM detailsc. THT and manual assembling using component supplied by suppliersd. Mechanical part assembling using component supplied by supplierse. PCBA testingf. Plastic injection using materials supplied by suppliersg. Meter assemblyh. Meter Calibration	<p><i>A Compliance Statement is needed</i></p>



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	<p>i. Software flashing j. Meter Testing k. Debugging of meters l. Printing & Sterilization m. Packaging n. QC Lab o. Any other procedure which is required for manufacturing the SEM / AMI solution.</p>	
xi.	<p>The offered product of the TP must meet the Technical Specifications given at Annexure-VI.</p>	<p><i>A Compliance Statement is needed</i></p>
xii.	<p>Orders issued by the Government of India restricting procurement from countries which shares a land border with India shall apply to this procurement.</p> <p>Any TP or their OEM, from a country which shares a land border with India (excluding countries as listed in the website of Ministry of External Affairs, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects – hereinafter called ‘Restricted Countries’), shall be eligible to bid in this tender only if they are registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).</p>	<p><i>TP or their OEM sharing land border with india, which are not part of restricted countries shall provide the certificates of registration in this regard from DPIIT</i></p>
xiii.	<ul style="list-style-type: none">• The TP (or the group it is affiliated to) must have capability to produce the offered product in accordance with IS, IEC and ANSI Standards catering to different regions along the globe and relevant standards• The TP has to provide free software /firmware/patches/software upgrades to ITI for the product as per customer order conditions during the pre-sales and post sales phases of the product to ascertain the compliance of the product	<p><i>A Compliance Statement is needed</i></p>



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	with the standards and specifications.	
B	General Commercial Conditions	
i.	The TP shall enter into Technology Collaboration Agreement (TCA) with ITI for transferring the complete technology for the manufacturing and servicing of the product.	
ii.	The TP shall provide comprehensive support to ITI for the installation, commissioning, warranty and post warranty servicing of the product.	
iii.	The royalty payment to the TP towards its deliverables shall be made on receipt of payment from the customer.	
iv.	The details of Technology Transfer (ToT) for the Advanced Metering Infrastructure Solution (Smart Energy Meters, Head End Systems etc.) manufacturing along with Gerber data, PCB layouts, schematic diagrams, component sourcing details including arrangement with the TP suppliers, as applicable, through-hole details, software and mechanical assembly details etc., are to be provided by the TP to ensure smooth transfer of technology and delivery of finished product.	
v	The process of Technology transfer as mentioned in clause 5.A.x should be completed within four months after signing the agreement.	
vi	The BOM/BOQ is to be provided by TP as per the requirement received for new opportunities from time to time	
vii.	The TP shall impart necessary training to ITI Engineers for undertaking manufacturing, testing, calibration, troubleshooting, installation acceptance testing including Pre- Despatch Inspection for successful commissioning at the premises designated by the customer. The Design/R&D issues however shall remain in the scope of the selected TP only.	
viii.	The Contract Agreement between ITI and TP shall be signed by authorized signatories of ITI and the TP, duly supported by Power of Attorney issued by respective parties in the name of these signatories.	
ix	TP should be willing to provide 10 numbers of type approved smart energy meters or One Head End System or One Meter Data Management (MDM) System at the time of finalization of new order/contract for ITI free of cost for testing and verification purpose to match the requirement of potential customer if the need arises.	
x.	The TP shall sign an agreement of Transfer of Technology (ToT) for manufacturing of the offered product in all categories or any one or more of the categories of its technology and provide full support in planning, manufacturing, implementation, upgrading of manufacturing facilities and rehabilitation of the manufacturing lines so that ITI is fully equipped and capacitated to service the potential	



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	customer order. The ToT activity and manufacturing shall start in parallel just after issue of LoI by ITI.
xi.	The TP, should support in leveraging its resources to streamline the production of SEMs at ITI and also shall supply the initial lot of SEMs for the customer tender, as per ITI's need to service its customer.
xii.	In case any TP 's statement is found false and misleading, the barring process against such defaulting TP shall be initiated by ITI and the next eligible TP shall be selected to go ahead in the process of proving technical compliance and competence to the required Indian smart metering standards and specifications.
xiii.	The TP should liaison with REC, EESL and other potential Agencies and customers for resolution of issues.
xiv.	Till the time ITI manufacturing setup gets ready ITI may procure the initial quantity in Completely Built unit (CBU) or Semi Knocked Down (SKD) form.
xv	Royalty will be applicable only under CKD phase.
C	FINANCIAL CONDITIONS(Financial Evaluation)
i.	The Financial Proposal shall be opened only for technically qualified proposals as per eligibility criteria
ii.	The TP shall quote their best Royalty figure as per the format given in the Financial Bid at Annexure-VII .

6. CHECKLIST OF DOCUMENTS / INFORMATION TO BE UPLOADED

	Check list of documents/information to be submitted
i.	The profile of the TP as per Annexure-I and Certificate of Incorporation of the TP company.
ii.	Audited financial statements for past three years 2021-22, 2022-23, 2023-24
iii.	Auditors Net worth certificate & Turnover certificate signed by the company's Auditors/ CA for last 3 financial years.
iv	Certificate copies to be provided. Documentary evidence (Customer POs and performance certificate) to prove experience to be submitted. Contact details (Mail Id & Contact Number) of Customer to be provided to verify the correctness of Customer POs and Performance Certificate.



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vi.	Details of possession of Quality certifications – ISO 9001, IS 16444 and Type approval certificates /BIS /International accreditations if any
vii.	Technical presentation and Technical literature/Brochures of the offered Smart Energy Meter along with AMI Solutions.
viii.	Clause-by-Clause compliance of RFP terms (Pre-qualification requirements, Eligibility criteria & General Requirements) and all corrigendum with supporting documents as per Annexure-II .
ix.	Valid Power of Attorney along with resolution of Board for authorizing the person signing the bid for this RFP.
x.	Undertaking by the TP shall be submitted as per Annexure-III .
xi.	An undertaking of owning IPR (Intellectual Property Right) or Copyright/License for the design to be submitted.
xii.	An undertaking to have understood and ready to sign a contract agreement by the appropriate authority immediately after being selected.
xiii.	A Pre-Contract Integrity Pact as per the format given in Annexure-IV .
Xiv	A Bid Security declaration in lieu of the Earnest Money Deposit (EMD) as per format given in Annexure-V .
Xv	Compliance in Generic Specification provided in Annexure-VI
Xvi	Financial Bid duly filled & signed both in PDF and Excel format as per Annexure-VII to be uploaded in ITI Tender Portal.
xvii	Declaration of Relation as per Annexure-VIII .
xviii	NDA as per Annexure-IX
xix	Land border declaration as per Annexure-X
xx	Certificate to be submitted by Bidders on Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defence of India and National Security as per Annexure-XI
xxi	Consortium agreement as per Annexure-XII

Note* In case of Consortium, all members of Consortium have to separately submit the documents as per the check list above.

7. Micro and Small Enterprise(MSE) Vendors:

7.1. MSE vendors who are registered under Ministry of Micro and Small Enterprises, Government of India shall submit all the relevant documents for claim of benefit extended to MSE. Also mention whether



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the MSE certificate is issued for the relevant area pertaining to the terms of the RFP. The MSE who are authorized dealers/distributors are not eligible for availing the benefits extended to MSE's.

- 7.2. MSE vendors (Micro and Small Enterprises) who are registered under Ministry of Micro and Small Enterprises, Government of India are exempted from submitting EMD. However, exemption shall be provided only to those MSE vendor who submit all the relevant documents to prove their claim as MSE and their MSE registration has to be for the relevant area pertaining to the terms of the RFP.
- 7.3. All the existing procurement policies issued by Govt. of India related to MSE will be applicable.

8. Instructions for Submitting Proposal Towards RFP

- 8.1 The Bidding would be subjected to an On-line / e-Tendering process. The prospective Bidders are requested to go through <https://itilimited.ewizard.in/> to understand the entire e-Tendering Process and follow the Registration and Bidding Process on <https://itilimited.ewizard.in/> as defined in the document. In case of any clarifications on e-tender portal, bidders may contact the portal helpdesk of <https://itilimited.ewizard.in/>
- 8.2 The Technical Bid and financial bid shall be uploaded in e-procurement site of ITI Limited (<https://itilimited.ewizard.in/>). For submission of online bid and procedure to be followed, visit <https://itilimited.ewizard.in/>.
- 8.3 ITI's Tender document can be downloaded from ITI web site www.itiltd.in or CPP portal www.eprocure.gov.in. For uploading the bid proposal, all bidders have to register in our eProcurement portal (<https://itilimited.ewizard.in/>). When submitting the bid please state the tender ID.
- 8.4 Any clarifications regarding the tender can be obtained from GM-Products and Technology, ITI Bhavan, ITI Limited, Corporate Office, Dooravaninagar, Bengaluru- 560016 email: pp_crp@itiltd.co.in, girishsuri_crp@itiltd.co, santoshsinha_crp@itiltd.co.in Mob: 9225653254 / 9463167237
- 8.5 Technical bids will be opened at 03.00 PM on 31-10-2024.
- 8.6 All the bids will be scrutinized for turnover, experience and compliance to the RFP terms & conditions.
- 8.7 Financial Bid of Technically Qualified Partners will be opened after technical evaluation.



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- 8.8 Bid offered should be valid for a period of 180 Days from the date of opening of RFP response.
- 8.9 Conditional offers are liable for rejection.
- 8.10 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.
- 8.11 If the Partner is supplied the same Product/different Product to any of the ITI Projects before, ITI has the full right to evaluate the performance and quality of supply of the Partner.
- 8.12 The Bidders should give Clause by clause compliance (as per Annexure III) of RFP with references to supporting documents; otherwise the offers are liable for rejection.
- 8.13 The bid documents (to be uploaded on the e-tendering portal) should be numbered in order of Check list.
- 8.14 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.
- 8.15 ITI LTD reserves the right to suspend or cancel the RFP 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.
- 8.16 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.
- 8.17 Cost of RFP: The bidder shall bear all costs associated with the preparation and submission of his offer against this RFP, 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 RFP process.
- 8.18 Amendment of RFP: 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 RFP 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



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date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for RFP.

- 8.19 ITI LTD will not consider any or all of the bids if they are not meeting RFP requirements.
- 8.20 ITI LTD may at its discretion reject any offers received for selection without assigning any reasons.

9. Other Terms and conditions:

9.1 Confidentiality

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

9.2 Transparency

All customers 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.

9.3 Indemnity:

Bidder 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 shall be borne by the bidder.

9.4 INTELLECTUAL PROPERTY:

Each Party will retain its right, title and interest in its respective trademarks, service marks and trade names as well as rights in respect of any patent, copyright, trade secrets or other intellectual property used during the performance of this Agreement. Both Parties recognize that



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except as otherwise expressly provided herein or agreed between the Parties, they shall have no right, title, interest or claim over the others' intellectual property.

9.5 RISK PURCHASE.

If the vendor fails to adhere to the quality norms, delivery schedules and other terms and conditions contained in this Tender after acceptance of purchase order and if no agreement is reached on the revised delivery schedule maximum up to 15 (Fifteen) Business Days, then buyer shall have the liberty to procure the material from an alternate source at the Vendor's risk and cost, and the Vendor shall be liable to make good the loss incurred by Buyer in this process.

9.6 Arbitration:

9.6.1 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 bidder 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.

9.6.2 The award of the arbitrator shall be binding upon the parties to the dispute.

9.6.3 Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 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.

9.6.4 Work under the contract shall be continued during the arbitration proceedings.

9.6.5 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 bidder.

9.6.6 The arbitration location will be at Bengaluru

9.7 **Set Off:** Any Sum of money due and payable to the bidder under this customer PO may be appropriated by the ITI LTD or any other person contracting through the ITI LTD and set off the same against any claim of the ITI LTD for payment of a sum of money arising out of this RFP or under any other RFP/contract made by the bidder with the customer.

9.8 The interested bidder may like to discuss the customer tender related information, RFP Bidding Conditions, Bidding Process and



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clarifications, if any with the General Manager – Products & Technology

- 9.9 **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.
- 9.10 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
- 9.11 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.

9.12 TERMINATION FOR DEFAULT:

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

- If the bidder fails to perform any obligation(s) under the Contract
- If bidder, 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 bidder 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.

9.13 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.

9.14 TERMINATION FOR INSOLVENCY:



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

9.15 ITI's Right to accept any bid and to reject any or All Bids or to cancel the RFP: 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 ITI's action.

10. 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.



TP's Profile

1	Name and address of the company			
2	Contact Details of the TP (Contact person name with designation, Telephone Number, FAX, E- mail and Web site)			
3	Area of business			
4	Annual Turnover for 3 financial years (₹ in Cr)	2021-22	2022-23	2023-24
5	Net worth			
6	Date of Incorporation			
7	GST Registration number			
8	PAN Number			
9	CIN Number, if applicable			
10	Number of technical manpower in company's rolls			



Compliance Statement

Section Details		Clause Numbers	Compliance (YES/NO)	Documentary Reference, If any
Technical BID				
4	Scope	4.1-.18		
5A	Eligibility conditions for Partner	5.A.i-5.A.xiii		
5B	General Commercial Conditions	5.B.i-5.A.xv		
5C	Financial Conditions	5.C		



Annexure-III

Undertakings (To be in TP's Letter Head)

We, M/s..... do hereby undertake the following:

1. We are not blacklisted by Central Government / any State or UT Governments / PSU/ organized sector in India to work with ITI as per this RFP 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 winning the contract on back-to- back basis.
2. We undertake to submit Bid Security declaration, as per format Annexure-V, in lieu of Earnest Money Deposit.
3. That we have adequate manpower with qualifications, certifications and experience as may be required to provide TOT to ITI as well as to provide services/support to the customer as per their tender/PO requirement.
4. We will obtain all the required certificates/approvals as per customer tender requirement.
5. We undertake to obtain relevant statutory approvals for the product.
6. We are willing to sign MoU/TOT Agreement, Integrity Pact with ITI for addressing the customer requirements as per customer's tender terms and conditions.
7. We undertake to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc. as charged by the customer.
8. To support the offered equipment for warranty and Post warranty comprehensive AMC as per the requirement of Customer tender terms and conditions. All software upgrades, patches and Licenses to be provided free of cost, as and when they are released by OEMs.
9. The TP should give certificate/undertaking 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 malfunction of equipment in any manner.

Signature:

Name:

Designation of Authorized Signatory:



PRE-CONTRACT INTEGRITY PACT

(To be executed on plain paper and submitted along with Technical Bid/ Tender Documents having a value of ₹..... or more. To be signed by the TP and same signatory Competent/ Authorized to sign the relevant contract on behalf of the ITI Ltd).

Tender No.....

This Integrity Pact is made onday of2020

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 TP (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 TP /contract ON THE SECOND PART.

Preamble

WHEREAS the Principal intends to award, under laid down organizational procedures, tender/contract for..... (name of the Stores / equipments / 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 TP (s)/ Contractor(s).



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In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will monitor the tender 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 Tender 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 tender 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 tender process treat all TP (s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all TP (s) the same information and will not provide to any TP (s) confidential/ additional information through which the TP (s) could obtain an advantage in relation to the tender 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 TP / CONTRACTOR



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2.1 The TP (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 tender process and during the execution of the contract.

- a. The TP (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 tender 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 tender process or during the execution of the contract).
- b. The TP (s)/contractor(s) will not enter with other TP s/ 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 TP (s)/contractor(s) will not commit any offence under IPC/PC Act, further the TP (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 TP (s)/Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the TP (s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The TP (s)/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 TP (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 TP (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 TENDER PROCESS & EXCLUSION FROM FUTURE CONTRACTS

If the TP (s)/Contractor(s), during tender 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 TP (s)/Contractor(s) from the tender process.

If the TP (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 tender/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 TP (s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.

The TP (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 TP @)/ Contractor(s) shall be final and binding on the TP (s)/ Contractor(s), however the TP (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 TP (s)/ Contractor(s) shall not entitled for any compensation on this account.



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Subject to full satisfaction of the Principal, the exclusion of the TP (s)/Contractor(s) could be revoked by the Principal if the TP (\$) / 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 TP (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 tender process.

4.2 If the TP (s)/ Contractor(s) make incorrect statement on this subject, he can be disqualified from the tender 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 TP (s)/Contractor(s) from the tender process prior to the award of contract 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 TP S/CONTRACTORS

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

6.2 The TP (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



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the Principal along with the tender document/contract before signing the contract. The TP (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 tender process all TP s who do not sign this Integrity Pact or violate its provisions.

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

7.1 If the Principal receives any information of conduct of a TP (s)/Contractor(s) or sub-contractor/sub-vendor/associates of the TP (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. Atul Jindal
Add: 3/10 Vishesh Khand-3 Opp Little Friends School
Gomti Nagar
Lucknow -226010
Mob : 9140637949

Any changes to the same as required/desired by statutory authorities is applicable.

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 TP (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 TP (s)/Contractor(s). The TP (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 TP (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 TP (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 TP (s)/Contractor(s) and the TP (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 extent 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 TP (s)/Contractor(s) are unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the TP (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 TP (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.

12.5 Any disputes/ differences 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.

12.6 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.



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

For PRINCIPAL

For TP (S)/CONTRACTOR(S)

.....

.....

Name Designation.

Name Designation.

Witness:

1.

1.

2.

2.



Bid Security Declaration

Dated:

To
The ITI LIMITED
Corporate (PP) Unit
Bengaluru 560016

Sir,

Subject: RFP No: ITI/COR/P&T/RFP/AMI/2024/01 dt: DD.MM.2024 for THE SELECTION OF "TECHNOLOGY PARTNER [TP]" for manufacturing Smart Energy Meter

We, the undersigned, declare that:

1. I/We understand that, according to the general conditions of RFPs, offers must be secured with a bid security or to be supported with a Bid-Security Declaration.
2. Accordingly, in lieu of Bid security, I/We unconditionally declare that:
 - (a). I/We undertake to stand to all our statements and declarations towards this RFP as agreed upon by us.
 - (b). I/we will not alter or change any of the conditions during the validity and after our selection as successful Technology Partner and award of this RFP.
 - (c). I/We will abide by all the terms and conditions of the RFP.
 - (d) I/we fully understand that I/we will be automatically disqualified and barred from bidding for any contract and doing business for a period of **two (2) years** upon receipt of your Barring/Blacklisting/Suspension Order,
 - (e) I/we will pay the applicable fine or damages as provided by any stipulation or guidelines from the appropriate authority in this regard for the violation of PoC Securing Declaration; and,
 - (f) I/We undertake to comply above, without prejudice to other legal action or remedies ITI Ltd. may have, to secure itself from the damages and losses incurred due to the act of default or violation by undersigned company/entity.

Duly authorized to sign the bid for and on behalf of:

[Insert complete name of TP]

Dated on ___ day of _____ *[insert date of signing]* Corporate Seal (where appropriate)



Annexure-VI

TENTATIVE GENERIC TECHNICAL SPECIFICATION

ToT -Transfer of Technology (For Advance Metering Infrastructure Solution Manufacturing)

Physical Design:

Meter Design: Meter design may be incorporated in a single PCB (Main board, Power supply and Display) and NIC Card separately.

Communication Module: Module should support IPV4 and IPV6 communication, according to the availability of the network it should work in 4G fall back to 2G/NB-IoT/RF/other Future Networks.

Communication Module Type: Pluggable and universally compatible one, and easily switchable between communication technology with in a single module (Ex: GPRS / NB-IoT/RF Mesh).

Communication Technology: GPRS, RF variants and NB-IoT, the communication module should be able to set to NB-IoT / RF in the areas wherever the other technology is not suitable.

Antenna Gain: The antenna used in the communication module should be with minimum 5-db gain.

Meter casing: Polycarbonate meter casing suitable for IS 16444 type test, ultrasonic welding with ingress protection to IP 51/55 standards.

Meter Box: Polycarbonate meter box, type tested as per IS standards (Input / Output gland size suitable for 20mm round / flat cable), box top cover may be book open type / as per customer requirements.

Type Test: Smart Energy Meter should be type tested as per IS 16444 standards with latest amendments in an NABL approved and accredited laboratory.

Meter manufacturer / supplier should have in-house NABL or ISO/ IEC - 17025 accredited Laboratory as on the date of application.

Technical specification

Smart Meters:

Single Phase 2 Wire, whole current Smart Energy Meter including pluggable GPRS communication module as per IS :16444 Part-1, Accuracy Class 1.0, Current Rating **5-30 A** / 5-60A / **10-60 A** and 10-100A with Backlit LCD Display, Net metering facility, default postpaid facility with prepaid facility built-in.

Three Phase, 4Wire, whole current Smart Energy Meter including pluggable GPRS communication module as per IS :16444 Part-1, Accuracy Class 1.0,



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Current Rating, 10-60 A, 10 -100A with Backlit LCD Display, Net metering facility, default postpaid facility with prepaid facility built-in.

LT –CT operated, Three Phase, Smart Energy Meter including pluggable GPRS communication module as per IS :16444 Part-2, Accuracy Class 0.5s, Current Rating -/5 A, With Backlit LCD Display, Net metering facility, default postpaid facility with prepaid facility built-in.

BIS CERTIFICATE: -

It is mandatory that the smart meter should be with BIS License for **ISI** marking.

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 submission of RFP.

Sl.No	Standard No	Title
1.	IS 13779, 1999 read with its latest Amendments	Specification of AC Static Watt hour meters class 1.0 and Class 2.0
2.	IS 15959, 2016 Part -2 along with Part -1	Data exchange for electricity Meter reading, Tariff and Load Control – Companion Specification
3.	CBIP Research PublicationNo.325 read with latest amendments	Specification for AC Static Electrical Energy Meters
4.	IS 12346 (1999)	Specification for testing equipment for A.C. Static Electrical Energy Meter (latest amendment).
5.	C.E.A. Regulation No. 502 / 70 / CEA / DP&D, dated 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, 2010 with its latest Amendments	AC direct connected Static Smart prepaid Meters for Active Energy (Class 1 and Class 2)
8.	IS-16444, 2015 Part -1 & 2 With latest amendments.	A.C. Static direct connected watt-hour smart meter for Class 1 & 2
9.	IS-16444 and CEA guideline CEA document August 2016	Power On-Off event. Functional specifications and functional



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	requirements of AMI
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List of design specification:

IS Standards:

1. IS 16444 Part-1 & Part-2 with latest amendments
2. IS 15959 Part-2 with latest amendments
3. IS 13779 with latest amendments
4. IS 15884 with latest amendments

Additional specifications:

1. Special Anti-tamper features as required for DISCOMs
2. Meter sealing specification as required for DISCOMs
3. Customer specific standardization (Display Parameters and Sequence, Error Codes on Meter Display, Labeling Format for Meter Serial Number, LED Indications on NIC, Tamper Events and Thresholds, Tests and Checklist for PDI).
4. Customer specific Technical specification for Meter Box
5. Standard Communication module specification – For reference.
6. Any other standards applicable to Smart Energy Meter manufacturing for Pan India DISCOM requirements.

Technical Requirement For HES, MDMS, RF Communication Provider

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

Roles of System Integrators

- 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.



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- 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.



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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.



ANNEXURE-VII

FINANCIAL BID

- Technology enablement for manufacturing Advance metering Infrastructure Solution shall be on the Royalty Model. The Financial Bid format is as below,

RFP REFERENCE NO.		ITI/COR/P&T/RFP/AMI/2024/01
Description of the RFP		Request for Proposal (RFP) For the Selection of Technology Partner for Advance metering Infrastructure Solution Manufacturing
<u>FINANCIAL BID</u>		
Name of the organization		
Sl. No	Details	Running Royalty on Sales Price excluding taxes (Percentage) R
1.	Smart Energy Meter	
2	Head End System (HES), Meter Data Management System (MDMS) & Communication module	
3	System Integrator	

- The values filled at the prescribed place in the Price Bid shall be a numerical value to be considered up to two decimal points for calculation.
- Financial Bid duly filled & signed in Excel format as per attached bid sheet to be uploaded in ITI Tender Portal.
- Bidders will be Selected on the basis of Lowest Percentage Royalty quoted in their respective category.



DECLARATION OF RELATION IN ITI

**(To be typed and submitted in the Letter Head of the
Company/Firm of Bidder failing which the offer of Bidder is liable
to be summarily rejected)**

To,

**ITI Limited,
ITI Bhawan, Doorvani Nagar,
Bangalore: 560016**

Dear Sir,

Sub: Declaration for relation in ITI

Subject: RFP - _____

**I/We hereby submit the following information pertaining to
relation/relatives of Proprietor/Partner (s)/Director(s) employed in
ITI**

Tick (✓) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT
have any relation or relatives employed in ITI

T

OR

2. The Proprietor, Partner(s), or Director(s)
of our Company/Firm have relation/relatives employed in ITI and
their particulars are as below:

(i)

(ii)

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Note:

1. Attach separate sheet, if necessary. If ITI Management comes to know at a later date that the information furnished by the Bidder is false, ITI reserves the right to take suitable action against the Bidder/Contractor.



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



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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

Both Party’s information relating 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

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



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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) Receiving Party 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.



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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
XXXXX		
Phone:		



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Fax:

Email ID : pp_crp@itilttd.co.in, girishsuri_crp@itilttd.co.in,
santoshsinha_crp@itilttd.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) 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



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respective duly authorized officers, or representatives.

(f) 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.

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.

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)

(Signature)

(Date Signed)

(Date Signed)

In the presence of

Witness



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1.) Signature

Name

Address

2.) Signature

Name



**Declaration regarding “Restrictions on procurement from a
Bidder of a country which shares a land border with India**

*(To be submitted on Applicant’s Letter
Head)*

To,

Dear Sir,

In reference to bid submitted by M/s
against ITI RFP Document Number:
ITI/COR/P&T/RFP/AMI/2024/01 Dated: xx.xx.2024
procurement from a bidder of a country which shares a land
border with India and on sub-contracting to contractors from
such countries.

I/We certify that we/our Collaborator/Assignee are/is not from
such a country or, if from such a country, have/has been
registered with the Competent Authority and we will not sub-
contract any work to a contractor from such countries unless
such contractor is registered with the Competent Authority.

We here by certify that we fulfill all requirements in this regard
and are eligible to be considered.

We further confirm that evidence of valid registration by the
Competent Authority for us/our Collaborator/JV Partner /
Consortium member/Assignee, as applicable, is enclosed as
Annexure...

***Bidder to strike-off, if not applicable.**

Date: _

Seal of Organization&

Place:

Signature of Authorized Applicant



**Certificate to be submitted by Bidders
(On Company's Letter Head)**

Reference 1: ITI RFP No. ITI/COR/P&T/RFP/AMI/2024/01 issued on

I, _____ in capacity _____ of _____ authorized signatory of M/s.....having _____ Regd. _____ office at.....

being a participant bidder in ITI RFP cited at reference 1 above, hereby declare that I have read and understood the clause regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defence of India and National Security issued vide OM cited at reference 2 above, on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I, hereby, further certify that our Company is not from such a country which shares a land border with India and in light of conditions & restrictions imposed vide cited OMs, we fulfil all the requirements in this regard to become eligible to be considered in the subject Tender Enquiry by ITI.

(Name of the authorized signatory)

Signature Designation in Company Seal / Stamp of Company

Counter signed by Company Secretary of the Company with seal / stamp



CONSORTIUM AGREEMENT

(On Rs. 100 Non-Judicial Stamp Paper)

In compliance to Clause No – 5A-ii, a consortium has been formed on <Date> between Company A and Company B to meet various eligibility conditions and experience criteria specified in the ITI/COR/P&T/RFP/AMI/2024/01 dated xx/xx/2024

It has been agreed among the consortium partner(s) that Company A is designated to submit the Bid on behalf of this consortium and henceforth called as Bidder. “Lead Bidder” and the “Bidder” have been used interchangeably. It is also confirmed that all the members of the said consortium meet the eligibility conditions jointly as specified in the above referred EoI and have authorized the “Lead bidder” by way of duly executed power of attorney in his favor to act on their behalf.

It has also been agreed that in its capacity as lead Bidder, Company A will interact with ITI Limited for all obligations of the consortium.

The Lead bidder and consortium partner(s) shall be liable for due performance of the contract jointly and severally, in accordance with this EoI requirements.

The details of Bidder and consortium partner(s) are as under: -

<Consortium Partner-1>:-

<Consortium Partner-2>:- <Details containing Registered office & correspondence address>

IN WITNESS WHEREOF the parties have caused this AGREEMENT to be executed by their duly authorized officers as of the day first above written

For **<Bidder's Name>**

Signature of Authorized Signatory

Name:-

Designation:-

Contact Phone:-

Email-ID:-

Date:-

Witness-1

Signature:-

Name:-

Designation:-

Contact Phone:-

Email-ID:-

Date:

For **<Consortium Partner-1>**

Signature of Authorized Signatory

Name:-

Designation:-

Contact Phone:-

Email-ID:-

Date:-

Witness-1

Signature:-

Name:-

Designation:-

Contact Phone:-

Email-ID:-

Date: