

Notice Inviting EOI for Selection of System Integrator cum Consortium partner for Addressing the tender “Provision of Kavach in Nalwar - Guntakal - Yerraguntla - Renigunta Section of Guntakal Division in South Central Railway”

Ref: MSP-KTK/E/24-25/EOI-11

Date: 21/08/2024



ITI LIMITED
MSP-KARNATAKA / Regional Office
F-100, 2nd Floor, East Wing,
Dooravaninagar, Bangalore - 560 016.
CIN No: L32202KA1950GOI000640
Website: www.itilttd.in

1. Introduction

ITI Limited, a Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications, is a leading Telecom equipment manufacturer and solution provider in India. The major customers are BSNL, BBNL, MTNL, Defense, Paramilitary forces, Railways, Banks, Central & State Govt departments, Institutions and research organizations like ISRO.

ITI Limited has been undertaking various projects in all fields of telecommunications and information technology and also continuously deploying new technologies in the field of Telecom, ICT, Networking, e-Governance etc. ITI has diversified its operation and has been executing projects in the field of Smart Infrastructure (Smart Cities, Safe Cities, Smart Energy Meters, Smart Classrooms, Smart Poles etc), Bharatnet etc. ITI has been executing projects in latest technologies like GPON, OLT, ONT, OFC, HDPE etc.

ITI Limited would like to address the tender for “Provision of Kavach in Nalwar - Guntakal - Yerraguntla - Renigunta Section of Guntakal Division in South Central Railway.”

In this connection ITI Limited, Invites Expression of Interest (EOI) from eligible bidders to work with ITI as a System Integrator cum consortium partner on back to back basis for addressing the above tender opportunity and implementing the project as per their scope of work finalized with ITI.

2. Important Dates

Date of EOI Upload	21-08-2024
Due Date for Submission of EOI	03-09-2024, 04:00 PM
Technical Bid Opening	03-09-2024, 04:30 PM
Bid security (EMD)	EMD is Rs. 45,28,000.00 (Rupees Forty Five Lakh Twenty Eight Thousand Only)
ITI Contact Person	1. Dy General Manager- MSP-KTK MSP-KARNATAKA / Regional Office, F-100, 2nd Floor, East Wing, ITI Limited, Dooravaninagar, Bengaluru– 560016, Email: mmurali_crp@itilttd.co.in Mob: 9482501476 2. General Manager- CM & MSK KTK ITI Corporate Office, ITI Bhawan Dooravaninagar, Bengaluru– 560016, Email :bindums_crp@itilttd.co.in Mobile 8078535507
Mode of Submission	The 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/

3. Scope of Work

- 3.1 The scope of work will broadly include survey, design, procurement, installation, testing and commissioning of Kavach in Nalwar - Guntakal - Yerraguntla - Renigunta Section of Guntakal Division in South Central Railway. Length in RKM 523.14 RKM
- 3.2 The Selected Bidders in consortium with ITI shall be responsible for Engineering, Procurement and Construction of the Project under and in accordance with the provisions of an Engineering, Procurement and Construction agreement (the “EPC Agreement”) to be entered into between the Consortium, ITI and Railway in the form provided by the Authority as part of the Bidding Documents pursuant hereto
- 3.3 ITI is manufacturing 4G RAN, CIPRI cable, Outdoor Racks, SMPS, Optical Fibre Cable (OFC) and HDPE Duct and will have a first right of refusal to supply for this project.
- 3.4 The partner, shall, agree for ITI’s right to supply its own manufactured passive material and active equipment if ITI desires. The partner shall also agree for ITI directly addressing equipment related part of the project.
- 3.5 ITI LTD reserves the right to undertake supply of any of the above project components and services like installation and commissioning activities, Annual Maintenance Contract (AMC) etc, which can be mutually discussed and agreed upon prior to the bidding.

All other details on Scope of work, technical requirements & required Certifications is as per the scope of work and technical compliance of IREPS RFP document and its corrigenda, addenda, amendments, Annexures, EPC agreements vide ref: RFP for Provision of Kavach in Nalwar - Guntakal - Yerraguntla - Renigunta Section of Guntakal Division in South Central Railway, Tender Number: C-SG-PT-TCAS-01 dated 30.07.2024, Website: <https://www.ireps.gov.in/>

4(i)	Eligibility Criteria of Applicants	
	A	The Bidder may be a single entity or a group of entities (the “Consortium”), coming together to implement the Project. However ITI reserves the right to be the Lead Bidder in the consortium for which it will bid for the above Railway Kavach Tender. In case of consortium, Consortium Agreement on 100 Rs. Stamp paper to be signed by all members of the Consortium for the subject business opportunity (specifying subject EOI, EOI name, Roles & responsibilities of each of the Consortium member) to be submitted along with the bid as per format enclosed in Annexure – VII) Consortium of 3 bidders are allowed.

	B	<u>Company Profile:</u> The Bidder or each member of consortium shall be Company incorporated /registered in India under Companies Act 1956/2013/ proprietorship/ partnership firm/ Limited Liability Partnership (LLP).
	C	The Bidder/ Bidder along with consortium members (if applicable) shall have a minimum Net Worth (the “Financial Capacity”) of Rs. 2,26,39,732.66 at the close of the preceding Financial Year (last 5 (five) Completed Financial Years)
	D	<u>Projects Experience</u> 1. Project implementation experience of similar projects (*) worth minimum Rs. 113,19,86,633.00 2. Undertaken at least one Similar Project (*) worth Rs 6,79,19,197.99 Crs and received payment for 75% of the Contract value The Bidder/ Consortium member should execute the similar Project in ‘Railway Sector/ Power / Telecom / Defence / Ports / Airports / Metro Rail / Oil / Gas pipeline and Highways’ <u>*Similar Projects:</u> “supply, installation, testing and commissioning of Signalling and / or Telecommunication (S&T) system like relay based interlocking, Electronic Interlocking, S&T works pertaining to RE modification, Centralized Traffic Control system, Train Management system, Automatic Train Protection system, Automatic Block Signalling, Mobile Train Radio Communication system. OFC based communication system, Passenger Information Display system, Control communication system, Information Communication and Technology (ICT) system, any other work of voice / data communication system with / without tower works, supply and commissioning of Electronic / Computer based system on Railway Rolling Stock for Indian Railways / Metro / Suburban Transit / High Speed Railway or Central / State Government departments / Organization / PSUs as a standalone work or as a part of composite work” Note : 1. The project experiences as mentioned for the above categories have to be from Government Customers . In case experience with

		Private customers has to be considered for the project experience, the average minimum turn over during last 3 years (that is for years 2022-23, 2021-22, and 2020-21) of the Private Customer has to be Rs 500 Crs or above 2. Projects executed by bidder's parent/group of companies shall not be considered.
	E	<u>Networth:</u> The bidder/ each member of Consortium (if applicable) should have positive net worth for last financial year ending on 31st March 2023
	F	Bidder should undertake to comply all the tender conditions/requirements including technical specifications as per end customer tender document format.
	G	<u>Blacklisting</u> Bidder/ all members of Consortium shall submit self-declaration(s) that they are not have been blacklisted by Central Government, any State Government, a Statutory Body, any Public Sector Undertaking, Banks or Financial Institutions as on the date of bid submission. Undertaking in this regard to be submitted
	H	Undertaking for willingness to work with ITI as per customer tender/EOI etc. terms and conditions
	I	Undertaking expressing willingness to sign MOU with ITI
	J	Undertaking to submit EMD is Rs. 45,28,000.00 (Rupees Forty Five Lakh Twenty Eight Thousand Only) in the form of Online Bank Transfer after selection of Partner before submitting the bid to customer & Performance Bank Guarantee to customer/ITI (as decided by ITI) as per Customer Tender terms & conditions. Where ITI is exempted from providing EMD & PBG or allowed to submit Corporate Guarantee/Bid Security Declaration in place of Bank Guarantee to customer, bidder has to provide EMD (while submitting the bid to the customer) & PBG to ITI as per customer tender terms
	K	The Bidder to bring OEM for different equipment who meets the OEM eligibility criteria as per customer tender requirement. The supporting documents as per OEM eligibility to be submitted during bidding of tender. Undertaking in this regard to be submitted
	L	Bidder should submit write up on Implementation Plan and capability (how the technical and financial requirement of the project will be met) on how the project will be executed by the bidder

	M	Bidder shall submit a list of Key technical personnel with the required domain experience who will be associated in this project.
	N	Undertaking that bidder shall ensure that OEM complies with restrictions on procurement under rule 144 (xi) vide order no: 06/18/2019-PPD dated 23rd July 2020 inserting Rule 144(xi) in GFRs 2017.
	O	Bidder should submit self-certificate with proper contact detail of clients along with PO reference and amount supplied (Details of End User - Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.). The same should be issued by authorized signatory of bidder. ITI 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 and EMD will be forfeited.
	P	Undertaking on performance bank guarantee charges. ITI will submit the performance bank guarantee to the customer before the commencement of the work. In this regard, bank guarantee charges will incurred, and the bidder should agree to pay such bank guarantee charges.
4(ii) Gen eral		Compliance Yes / No
1	ITI reserves the right to quote & supply ITI manufactured products (in full or partial quantity) if BOM of Tender/Project contains ITI manufactured products.	
2	ITI reserves the right to undertake the supplies up to 50% of the order quantity.	
3	ITI reserves the right to undertake services likes installation and commissioning activities, Annual Maintenance Contract (AMC) etc. up to 50%	
4	<i>ITI reserves the rights to split the balance orders (after taking out the ITI portion) in 70%: 30% ratio between H1 and H2 (Highest margin bidders) for speeding up the work, provided H2 bidder matches H1 margins offered, and wherever technically feasible. (Not Applicable for this EOI)</i>	

5	All activities like Proof of concept/demo/presentation on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of bidders	
6	Bidder should be willing to impart required training to ITI engineers for undertaking services & execution of project	
7	Bidder will be responsible for any shortcoming in the BOM and the same should be rectified free of cost	
8	<i>Bidder should be willing to provide ToT for manufacture of offered products in ITI if the bidder is an OEM. Bidder/OEM shall give an undertaking for doing contract manufacturing of their proposed product at ITI manufacturing plant.</i>	
9	Bidder should be willing to sign an exclusive agreement with ITI for smooth execution of the project	
10	All commercial terms will be as per the customer Tender/PO.	
11	Earnest Money Deposit (EMD) required for submitting the bid will be borne by the selected bidder. If the selected partner does not submit the required Bid security to ITI LTD before the customer tender due date, the partner will not be considered for the future tenders. Note: ITI LTD reserves the right to verify the genuineness of the BG with the bidder’s bank.	
12	<i>Performance Bank Guarantee (PBG) will be shared among all the work executing bidders depending upon the ratio of order value if applicable</i>	
13	Delivery Schedule: Delivery Schedule as per the customer Tender/ PO on back to back basis	
14	LD Clause: LD shall be as per ITI Clauses (<i>@ 0.5% of order value per week or part thereof subject to a maximum of 10% of the undelivered portion/ the order value (if the item(s) cannot be used unless full supply is made) or to cancel the order and purchase the materials from alternative source at the risk and cost of the supplier</i>) OR as per the customer PO/tenderclause whichever is higher.	
15	Payment Terms: a) Payment terms will be as per customer tender and will be done through an Escrow account on back-to-back basis. b) Payment to the vendor shall be done after deduction of all LD/recoveries imposed by customer (if any) and ITI’s margin If there is any issue, vendor have to write to ITI with all the explanation & supporting documents.	

16	The bidder shall give an undertaking for the following: a. To extend a fully back to back partnership b. To support ITI as a SI partner and bid in this tender c. To support ITI for preparation of the tender, post bid clarifications, technical presentations and any other requirements as per tender. d. To make all arrangements and carry out Proof of Concept (PoC) at bidder's cost e. To submit PBG on fully back to back basis	
----	--	--

4(iii)	Checklist of documents/information to be submitted:	
	a.	Company Profile
	b.	Certificate of Incorporation as per clause 4(i) a
	c.	Memorandum & Articles of Association
	d.	Audited financial statements for the last 5 years. CA certificate as per clause 4(i) b
	e.	Auditors Net worth certificate as per clause 4(i) d
	f.	PO & Successful completion certificates in this regard shall be submitted for proof of experience as per clause 4(i) c Self-certificate with proper contact detail of clients as per clause 4(i) n
	g.	Undertaking as per clauses 4(i) d,f, g, h, i, j, k,n,p and 4(ii) 16 in company letter head
	h.	GST Registration Certificate
	i.	Copy of PAN Card
	j.	CIN (Corporate Identity Number), if applicable
	k.	Authorization letter in the company letterhead authorizing the person signing the bid for this EOI and Power of Attorney (POA)
	l.	Undertaking in letter head to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.
	m.	Undertakings in Company letter head as per Annexure I
	n.	Bidders Details as per Annexure II
	o.	Clause by clause compliance of all EOI terms and conditions including 4(ii) General with references to supporting documents as per Annexure III
	p.	Pre-Contract Integrity Pact as per Annexure-IV “Bidders participating in the EOI have to agree to sign Integrity Pact on placement of order / contract” “Those bidders who are not willing to sign Integrity Pact will not be considered for bid opening”
	q.	Write up on Implementation Plan and capability as per clause 4(i) k
	r.	List of Key technical personnel as per clause 4(i) l
		In case bidder is a consortium, consortium Agreement on 100 Rs. Stamp paper to be signed before the EOI submission date for the subject business opportunity (specifying subject EOI, EOI name, Consortium member responsible to undertake the various Project components as detailed in Clause 3.0 of the EOI and roles & responsibilities of each of the Consortium member) (as per format enclosed in Annexure – V)
	s.	DETAILS OF ELIGIBLE PROJECTS as per Annexure – VI

4(iv)	Financial Bid
	A - Lumpsum Quote for supply and service items as per Schedule of Requirements (SoR) and Scope of Work (SoW) in INR (without Taxes) B - Margin to ITI as a percentage of A C - Absolute value of Margin = A*B D - Overall Quoted price = A-C • During evaluation bidders with least “D” will be considered as L1 • The bid having higher value of “B” will be selected in case of tied D • If the bidder is selected, during the final tender submission, the price to be quoted shall not be more than price “A” and the margin offered to ITI shall not be less than “B” SoR & SoW as per Tender document and all clarifications & Amendments/ Corrigendum

Special Conditions of EOI:

- No advance will be paid to the selected back-to-back partner, even though ITI is eligible to get advance from the customer being a front end bidder.
- The selected SI, who has partnered with ITI for a particular tender/ project shall not partner with any other lead bidder for the same tender/project
- The SI will be required to quote during the bidding process 3 MAF partners for each item with ITI as one of the MAF partner if ITI manufactures the same.
- After awarding the project to ITI, during implementation, the back to back partner shall give the first right of refusal to ITI for supply of items that are in the manufacturing range of ITI.

Note:

- The Bidding (For both Technical and Financial Part of the Bid) 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/>.
- 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/>.

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 vendors have to register in our eProcurement portal (<https://itilimited.ewizard.in/>). When submitting the bid please state the tender ID.
4. Any clarifications regarding the tender can be obtained from General Manager – MSP KTK & CM or Dy.General Manager- MSP-KTK,
5. Technical bids will be opened at **04:30 PM on 03/09/2024**
6. Financial Bid opening will be done after the evaluation of Technical bid (Only for technically qualified bidders).
7. Bid should be valid for a period of 180 Days from the date of opening of EOI response.
8. Conditional offers are liable for rejection.
9. The Bidders should give Clause by clause compliance (as per Annexure III) of all EOI terms and conditions with references to supporting documents; otherwise the offers are liable for rejection.
10. Payment to the successful bidder shall be made after deducting the offered margin and the statutory taxes payable to the Govt (Penalties if any levied by the customer will be passed on to the Successful bidder), only after the receipt of payment from the customer.
11. Margin offered should be firm throughout the contract irrespective of reason, what so ever, including the exchange rate fluctuation.
12. **Evaluation:** SI will be selected on the basis of his offer as per financial bid format.
13. **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.
14. **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, and equal opportunities in processes.

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

16. **Arbitration:** In case amicable settlement is not reached in the event of any dispute of difference arising out of the execution of the contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the 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.

The award of the arbitrator shall be binding upon the parties to the dispute. □ Subject as aforesaid, the provisions of Arbitration and reconciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to arbitration proceedings under this clause. The cost of arbitration shall be borne equally by both the parties.

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

Failure to comply with any of the above conditions can result in termination of the contract, forfeiture of the security deposit, penalty as may be decided by ITI LTD and future blacklisting of the bidder.

The arbitration location will be at Bengaluru

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

18. The interested SI may like to discuss the customer tender related information, EOI Bidding Conditions, Bidding Process and clarifications, if any with the General Manager – MSP-KTK.

19. Consortium bids are allowed maximum of 3 members

20. Companies interested to associate with ITI Ltd for this project shall have specialization and experience in 4(i) Eligibility Criteria of Applicants point no.'C'. The details of the projects executed by the company shall be given in the EOI response.
21. ITI will not consider any or all of the bids if they are not meeting EOI requirements.
22. Bidders participating in the EOI have to agree to sign Integrity Pact on placement of order / contract.
23. Those bidders not willing to sign Integrity Pact will not be considered for bid opening.
24. **Intellectual Property Rights:**
- All deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the contractor under this contract shall become and remain the property of the procuring entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without: the procuring entity's prior written consent.
 - The contractor shall, not later than upon termination or expiration of this contract, deliver all such documents and software to the procuring entity, together with a detailed inventory thereof.
 - The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.
25. **Late offer:** Any offer received after the prescribed timeline shall be rejected and shall be returned unopened to the Companies.
26. **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.
27. In the event that ITI is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the system integrator at latter's cost and expenditure.
28. **Cost of EOI:** The bidder shall bear all costs associated with the preparation and submission of his offer against this EOI, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI. ITI will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process.
29. **PROGRESS REPORT:** Selected partner shall, compile, prepare and submit on time, periodical progress reports (monthly or as required by ITI LTD) on the progress of Business orders, delivery and implementation of services on related projects where ITI LTD products & services are to be utilized.

30. **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.
31. **TERMINATION FOR INSOLVENCY:** 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
32. **Purchaser's Right to accept any bid or to reject any or All Bids or to cancel the EOI:** ITI Limited reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.
33. **Amendment of EOI:** At any time prior to the last date for receipt of offers, ITI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by an amendment. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their offers, ITI may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for EOI.
34. **Disclaimer:** ITI and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI and/or any of its officers, employees.
35. **Accessibility of EOI Document:** Complete EOI document with terms and conditions is provided in the following websites
- (i) <http://www.itiltld.in>
 - (ii) <https://itilimited.ewizard.in>
 - (iii) <https://eprocure.gov.in>

Undertakings (To be in Bidder's Letter Head)

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

1. to work exclusively with ITI complying to the EOI and Customer Tender terms and conditions including corrigenda, amendments, prebid clarifications, agreements etc. Also, we agree to implement the project (scope of work as per Customer Tender terms and conditions including investment) covering Warranty & post-warranty services, maintenance etc, in the event of ITI LTD winning the contract on back-to- back basis.
2. to submit EMD in the form of bid security and Performance Bank Guarantee (..... % of contract value) to customer/ITI (as decided by ITI) as per Customer Tender terms & conditions.
3. To support ITI LTD for preparation of the EOI/tender, post bid clarifications, technical presentations and any other requirements as per end customer requirement.
4. agrees that he/she has read the Railway tender document issued by Indian railway for the subject customer tender fully and abide by all the requirements with respect technical specifications, deliveries, quality, scope of work, payment terms time line etc., including the scope of work during warranty and maintenance phases as well as EPC agreement
5. To sign EPC Agreement as per customer RFP requirement
6. To submit local content certificate and auditors certificate as per customer tender requirement
7. To submit OEM MAF and other OEM related certificates as per customer RFP formats and all other technical documents/certificates/data sheets/solution as per customer tender requirement
8. that we will be equipped with the required manpower with qualifications, certifications and experience as mentioned in the customer tender.
9. to get required certificate& support (warranty & post-warranty/maintenance) in the name of ITI from the OEM as per customer tender requirement.
10. we do also hereby irrevocably and unconditionally agree and undertake to save and keep ITI Ltd, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against ITI Ltd by whomsoever and all losses, damages, costs,

charges and expenses arising out of non-compliance with or non-adherence to any statutory / regulatory requirements and / or any other law for the time being in force.

11. should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing.
12. should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
13. To make all arrangements and carry out Proof of Concept (PoC) at bidder's cost
14. to obtain relevant statutory licenses for operational activities.
15. to sign MoU/Teaming Agreement, Integrity Pact with ITI for addressing the customer tender as per customer's tender terms and conditions.
16. to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
17. to support the offered equipment for a minimum period of 5 years including warranty and AMC
18. to supply equipment/components which conform to the latest year of manufacture.
19. The bidder should give certificate stating that all the hardware/ software supplied under the contract shall not contain any embedded malicious codes that could inhibit the desired functions of the equipment or cause the network to malfunction in any manner.
20. We declare that the information and documents submitted along with the EOI/customer tender are correct and we are fully responsible for the correctness of the information and documents, submitted by us.
21. We understand that if the contents of the certificate submitted by us are found to be forged/false at any time during process for evaluation of EOI/tenders, it shall lead to forfeiture of the Bid Security and may also lead to any other action provided in the contract including banning of business for a period of upto two years. Further, we and all our constituents understand that our offer shall be summarily rejected.
22. That the bidder or lead member should be ready to submit valid letter from the OEM's against the products required in customer Tender confirming the following: OEM shall ensure that all

equipment/components/sub- components being supplied by them shall be supported for entire contract period. If the same is de-supported by the OEM for any reason whatsoever, the bidder shall replace it with an equivalent or better substitute that is acceptable to Railway/Customer without any additional cost to ITI and without impacting the performance of the solution in any manner whatsoever.

(Signature and Stamp of the Bidder)

Bidders Profile

1.	Name and address of the company					
2.	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Web site)					
3.	Area of business					
4.	Annual Turnover for 3 financial years (Rs in Cr)	2018-19	2019-20	2020-21	2021-22	2022-23
5.	Net Worth as on 31st March 2023					
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					

(Signature and Stamp of the Bidder)

Annexure-III**Compliance Statement**

S.No	Clause No.	Clause	Compliance (Complied/ Not Complied)	Remarks with Documentary Reference

(Signature and Stamp of the Bidder)



Annexure - IV

PRE-CONTRACT INTEGRITY PACT

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

EOI for.....vide ref No.....

This Integrity Pact is made onday of 2024

BETWEEN:

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

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

Preamble

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

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

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

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

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

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

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

SECTION 2 – COMMITMENTS OF THE BIDDER / CONTRACTOR

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

- a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the EOI process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever (during the EOI process or during the execution of the contract).
- b. The bidder(s)/contractor(s) will not enter with other bidders/ contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices,

specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s) / Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
- g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

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

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

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

3.3 The Bidder(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further

accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.

3.4 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.

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

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

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

SECTION 4 – PREVIOUS TRANSGRESSION

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

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

SECTION 5 – COMPENSATION FOR DAMAGE

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

5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand

and recover liquidate and all damages as per the provisions of the contract agreement against termination.

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

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

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

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

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

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

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

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

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

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

8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a

valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.

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

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

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

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

8.8 Details of the Independent External Monitor appointed by the Principal at present is furnished below: -

IEM – I

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

IEM – II

Shri Atul Jindall, IFS (Retd.) 3/10 Vishesh Khand, Op Little Friend School, Gomti Nagar, Lucknow-226010(UP)

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

SECTION 9 - FACILITATION OF INVESTIGATION

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

SECTION 10 - LAW AND JURISDICTION

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

10.2 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the 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 Bidder(s)/Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the Bidder(s)/Contractor(s).

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

SECTION 12 - OTHER PROVISIONS

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

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

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

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

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

12.6 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.

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

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

.....

Name Designation

Name Designation

Witness

1.

1.

2.

2.

Annexure - V

FORMAT FOR JOINT BIDDING AGREEMENT OF CONSORTIUM

(Refer Clause 4(i) A)

(To be executed on Stamp Paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the ____ day of _____ 20____.

AMONGST

1. {_____ Limited, and having its registered office at _____} (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {_____ Limited, and having its registered office at _____} and (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {_____ Limited, and having its registered office at _____} (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, {SECOND, and THIRD PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,

(A) The President of India represented by the Ministry of Communications***** (hereinafter referred to as the “ITI Limited” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) (the “**ITI Limited**”), having its principal office at “Dooravaninagar, Bangalore – 560016, India” is engaged in the development of telecom and related infrastructure,, and as part of this endeavour, has invited Bids (the “**Bids**”) by its EOI No.dated (the “**RFP**”) for award of contract for provision of “Provision of Kavach in Nalwar - Guntakal - Yerraguntla - Renigunta Section of Guntakal Division in South Central Railway” (the “**Project**”) through an Engineering, Procurement and Construction (the “**EPC**”) Contract.

(B) The Parties are interested in jointly Bidding for the Project as members of a {Consortium } and in accordance with the terms and conditions of the RFP document and other Bid documents in respect of the Project, and

(C) It is a necessary condition under the RFP document that the members of the {Consortium} shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. {Consortium }

2.1 The Parties do hereby irrevocably constitute a Consortium / Joint Venture (the “{Consortium}”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this {Consortium / Joint Venture} and not individually and / or through any other {Consortium / Joint Venture} constituted for this Project, either directly or indirectly.

3. Covenants

The Parties hereby undertake that in the event the {Consortium / Joint Venture} is declared the Selected Bidder and awarded the Project, it shall enter into an EPC Contract with the Authority for performing all its obligations as the Contractor in terms of the EPC Contract for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the {Consortium} and shall have the power of attorney from all Parties for conducting all business for and on behalf of the {Consortium / Joint Venture} during the Bidding Process and for performing all its obligations as the Contractor in terms of the EPC Contract for the Project;
- (b) Party of the Second Part shall be {the member of the Consortium}; and
- (c) Party of the Third Part shall be {the member of the Consortium}.
- (d) Party of the 4th Part shall be {the member of the Consortium}.

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the EPC Contract, till such time as the completion of the Project is achieved under and in accordance with the EPC Contract.

6. Share of work in the Project

The Parties agree that the proportion of construction in the EPC Contract to be allocated among the members shall be as follows:

First Party:

Second Party:}

{Third Party:}

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution / Power of Attorney in favour of the person executing this Agreement for the delegation of power and **ITI** to execute this Agreement on behalf of the {Consortium} Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the "**Defects Liability Period**") is achieved under and in accordance with the EPC Contract, in case the Project is awarded to the {Consortium}. However, in case the {Consortium} is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of {India}.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN. SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by
(Signature)
(Name)
(Designation)
(Address)

SECOND PART
(Signature)
(Name)
(Designation)
(Address)

THIRD PART
(Signature)
(Name)
(Designation)
(Address)

In the presence of:

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / Power of Attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the {Consortium} Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

DETAILS OF ELIGIBLE PROJECTS

Project name:

Entity: Bidder / Member (including associates if any) of Consortium

Item	Particulars of the Project
Title & nature of the project	
Category	
Year-wise (a) payments received for construction, or (b) expenditure on construction works undertaken by itself in a PPP project	
Entity for which the project was constructed	
Location	
Project cost	
Date of commencement of project/ contract	
Date of completion/ commissioning	
Equity shareholding (with period during which equity was held)	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No)	

Note: In case of a {Consortium }, information in Annexure VI shall be provided separately for all Members so as to establish the Eligibility Criteria refer 4(i) D.

Note2: A separate sheet should be filled for each Eligible Project.