

Notice Inviting EOI for Empanelment of Kavach OEM(s) for participating in the Train Collision Avoidance System (TCAS) for Indian Railways

Ref: CORP/MKTG/IR/TCAS/2024/14

Date: 10/09/2024



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

Website: www.itiltd.in

1. Introduction

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

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

ITI LTD intends to participate in the tenders for “Provision of KAVACH equipment and other associated works” floated by Indian Railway to be executed through Engineering, Procurement and Construction (EPC) Contract. The consolidated Project Cost for all the Kavach tenders, floated by different Railway Divisions is estimated to be more than Rs 2700 Cr including tower and construction works. This EOI is floated for empanelment of OEMs of Kavach equipment, complying to all the terms and conditions of Customer RFP. ITI Limited is desirous of bidding for the current as well as upcoming tenders, based on the eligibility criteria defined in the customer RFPs.

2. Important Dates

Date of EOI Upload	Date: 10/09/2024
Pre Bid Queries	Can be sent by email till 17/09/2024
Due Date for EOI Submission	Date: 24/09/2024 4.00 PM
Due Date of Bid Opening	Date: 24/09/2024 4.30 PM
ITI LTD Contact Person	Contact details : 1. General Manager – CM & MSP-KTK, Corporate Marketing, Corporate Office, ITI Limited, Dooravaninagar, Bengaluru– 560016 email: bindums_crp@itiltd.co.in Mob: 8078535507 2. Chief Manager (Mktg), Corporate Marketing, Corporate Office, ITI Limited, Dooravaninagar, Bengaluru– 560016 email : vrsakum_crp@itiltd.co.in

	Mob: 9535325537
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. Introduction to Kavach Project

Train Collision Avoidance System (TCAS) is an indigenously developed Automatic Train Protection (ATP) System meant to provide protection to trains against Signal Passing at Danger (SPAD), excessive speed and collisions. TCAS provides continuous update of Movement Authority (distance upto which the train is permitted to travel without danger). Hence during unsafe situations when brake application is necessitated, and the Crew has either failed to do so, or is not in position to do so, automatic brake application shall take place. TCAS has additional features to display information like speed, location, distance to signal ahead, Signal aspects etc. in Loc Pilot's cab and generation of Auto and Manual SOS messages (Distress messages) from Loco as well as Station unit in case of emergency situation. The communication between Stationary TCAS and Loco TCAS units shall be Safety Integrity Level -4 (SIL-4) certified, while Loco TCAS to Loco TCAS communication, Non-Signalling based additional collision protection features (i.e. Head-on, Rear end & Side Collision) and Manual SoS are non-SIL (not failsafe).

Provision of KAVACH (Train Collision Avoidance System) is to be implemented in different Divisions of Indian Railway. The Kavach equipment to be supplied against this contract shall conform to RDSO/SPN/196/2020, Ver.4.0 or latest with amendments, and shall comply with all the Technical Advisory Notes, Guidelines, and Specifications, Standards issued by RDSO and Railway Board from time to time.

All signaling works for TCAS including Survey, design, supply, installation, testing and commissioning shall be executed in accordance with the provisions of the Indian Railway Signal Engineering Manual, Indian Railway Telecom Manual, RDSO Specifications, Technical Advisory Notes (TAN), Railway Board Guidelines, testing formats issued on the subject by RDSO/Railway Board from time to time and prevailing specifications, guidelines/policy & practice of Southern Railway.

Major Components for provision of Kavach system includes, but not limited to the following:

- a. Stationary KAVACH Unit
- b. Onboard KAVACH unit
- c. Remote Interface Unit (RIU)
- d. RFID Tag
- e. NMS for Kavach
- f. Any other component required for the implementation of Kavach System

4. Scope of Work

4.1 This EOI is floated for empanelment of reputed eligible Kavach OEMs, who are RDSO approved/in the process of getting RDSO approval, who is ready to work with ITI Limited for various Kavach tenders .

4.2 The EOI covers the following scope of work:

- Supply, installation, testing, commissioning and maintenance of the Kavach and associated equipment for various sections of Indian Railways which includes, but not limited to the following
 - a. Survey and design for Kavach TCAS system
 - b. Supply (Including Spares), installation , testing and commissioning of Stationary TCAS system consisting of Vital computer & peripherals
 - c. Supply (Including Spares), Installation , testing and Commissioning of Locomotive (on board) TCAS Equipment consisting of Vital computer & peripherals
 - d. Supply, installation, testing and commissioning of Network Management system (NMS) for TCAS.
 - e. Integration, testing and commissioning of all the Kavach related systems
 - f. Supply ,installation and testing of Test Bench and setup of Labs for TCAS as required by customers
 - g. Supply of various drawings ,documents , manuals etc for TCAS system
 - h. Support during Defect Liability period and AMC
 - i. Any other related components and services for implementation of kavach system

4.3 The selected bidder (OEM) shall be complying to the Engineering, Procurement and Construction of the Project pertaining to the offered products under and in accordance with the provisions of an Engineering, Procurement and Construction agreement (the “EPC Agreement”) to be entered into between the ITI , Consortium members, and the Railway in the form provided by the Railway as part of the Bidding Documents pursuant hereto.

4.4 All other details on Scope of work, technical requirements & required Certifications is as per the scope of work and technical compliance of IREPS Kavach RFP document and its corrigenda, addenda, amendments, Annexures, EPC agreements for “Provision of Kavach System of Indian Railways” through various tenders floated by Indian Railways. The tender document, corrigenda, clarification and addenda can be downloaded from the website **www.ireps.gov.in**

4.5 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.

4.6 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.

4.7 All the terms and conditions of various customer tenders referred as Railway Kavach Tender their Annexures Addendums , Clarifications , Purchase Orders, Work Orders, Letter of Intents(LOIs), Performance bank Guarantee (PBG), EPC Agreements etc will be applicable to the selected OEM for the part of their offered equipment , while submitting the customer tender and for successful completion of the project.

Note: ITI has the discretion of addressing customer tenders with OEM as consortium partner, if the OEM is willing to support ITI as consortium. In such case, OEM need to work with ITI on exclusive basis for that tender.

5. Eligibility Criteria

5(i)	Eligibility Criteria of Applicants
	<p>A. The Bidder must be a legal entity registered in India under the Company Act, 1956/2013/ / Limited Liability Partnership (LLP) and must have a registered office in India. The company should have been operational in India for at least three financial years. Bidder to be Original Equipment Manufacturer (OEM) of the offered equipment (Kavach Equipment), who is meeting the EOI requirement.</p>
	<p>B. <u>Experience</u></p> <p>a. Experience of manufacturing Kavach Systems</p> <p>b. supply of Kavach Systems Or should have implemented Proof of Concept(POC) of the offered product for the subject EOI within India</p> <p>c. The Kavach OEM need to submit a copy of RDSO Approval/proof of request for obtaining RDSO approval for the offered product, along with the Bid.</p> <p>Note: The OEM responding to the subject EOI need to be listed in the RDSO approved/developmental vendor list of Indian Railways</p>
	<p>C. <u>Turnover</u></p> <p>Bidder should have a minimum average annual turnover of Rs.30 Cr for the last three financial years (2023-24, 2022-23, 2021-22).</p> <p>Note: * Bidder's Parent/group company turnover will not be considered in turnover criteria.</p>
	<p>D. <u>Networth</u></p> <p>Net Worth must be positive for the last financial year (2023-24).</p>
	<p>E In accordance to guidelines of GoI issued vide No. P-45021/2/2017-PP(B.E.-II) dated 16th September, 2020, No. P-45021/102/2019-BE-II- (part(I) (E-50310) dated 04.03.2021 and instructions as amended from time to time by Govt. of India, in order to encourage make in India and promote manufacturing and production of goods and services in India, preference will be given to domestically manufactured equipment envisaged to be procured through this tender.</p> <p>The bidder shall submit an undertaking in this regard</p>
	<p>F Bidder shall submit a list of Key technical personnel with the required domain experience.</p>
	<p>G Bidder should submit write up on Project Implementation Plan and capability (technical and financial) on how the project will be executed by the bidder</p>
	<p>H A self-certificate with proper contact detail of customers((Details of End User - Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail</p>

	<p>id etc.).) for the experience proof submitted along with PO reference and value of the project</p> <p>The same should be issued by authorized signatory of bidder. ITI LTD reserves the right to verify the correctness of the client certificates (PO Copies/Work orders) and any other information submitted by the bidder in his offer. In case of any wrong information submitted by bidder, the bid will be rejected and subsequently the bidder will be blacklisted from doing any business with ITI Limited.</p> <p>The experience details to be filled as per Annexure – IV</p>
5(ii) Checklist of documents/information to be submitted by OEM	
a.	Company Profile
b.	Certificate of Incorporation
c.	Memorandum & Articles of Association
d.	Audited financial statements for the last 3 years (2021-22, 2022-23 and 2023-24) by CA as per clause 4(i) C
e.	Auditors Net worth certificate
f.	<p>Satisfactory completion certificates including Purchase Order, Completion Certificates/proof of completion of POC for Kavach as per clause 5 (i) B.b</p> <p>For completed project, satisfactory completion certificate need to be submitted. In case of ongoing works, the project completion status document from customer need to be submitted. <i>Experience/ Work Completion Certificate of the project execution issued & signed by the competent authority of the client entity along with the supporting documents such as Work order/Purchase order with the name of client contact person, postal address, email id and telephone numbers to be provided</i></p>
g.	Documentary Proof of RDSO Approval/ developmental vendor of KAVACH equipment as per RDSO specification from RDSO/Railway authorities, if applicable as per clause 5 (i) B.c
h.	GST 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) on Rs.100/- stamp paper along with board of resolution
l.	List of Directors / CEO / COO including their name (s) and address(s) Director Identification Number [DIN] of all the Directors. Corporate Identity Number [CIN].
m.	Undertakings (in Company letter head) for acceptance of terms and conditions as per Annexure I -Appendix I
n.	Undertaking(in Company letter head) regarding not blacklisting as per Annexure I - Appendix II

o	Undertaking(in Company letter head) regarding no land border sharing as per Annexure I -Appendix III
p	Bidders Details as per Annexure II
q	Annexure III as per format for the Clause by clause compliance to all Terms & Conditions of all the Sections of this EOI (including its corrigendum/amendments), duly Signed and Stamped on the Letter Head of their Organization.
r	Experience Details as per Annexure IV .
s	Pre-Contract Integrity Pact as per Annexure V
t	Manpower details as per clause 5(i) F
u	Project Implementation Plan and capability (technical and financial) on how the project will be executed by the bidder as per clause 5(i) G

5 (iii) General	Please provide compliance for the following clauses	Compliance
1	ITI LTD reserves the right to quote & supply ITI LTD manufactured products (in full or partial quantity) if BOM of Tender/Project contains ITI LTD manufactured products.	
2	ITI LTD reserves the right to undertake services likes installation and commissioning activities, Annual Maintenance Contract (AMC) etc. up to 50%	
3	All activities like Proof of concept/demo on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of bidders	
4	Bidder should be willing to impart required training to ITI LTD engineers for undertaking services & execution of project	
5	Bidder will be responsible for any shortcoming in the BOM and the same should be rectified free of cost	
6	Bidder should be willing to sign an exclusive agreement with ITI LTD for smooth execution of the project (Applicable only if OEM is consortium partner)	
7	All commercial terms will be as per the customer Tender/PO.	
8	Earnest Money Deposit (EMD) / Bid Security in the form of Bank Guarantee and PBG as per customer RFP will be based on the proportion of the their offered product value) required for submitting the customer tender will be borne by the selected bidder. Note: ITI LTD reserves the right to verify the genuineness of the BG with the bidder’s bank.	
9	Delivery Schedule:	

	<ul style="list-style-type: none"> • Delivery Schedule as per the end customer Tender/ PO for the portion of their offered product will be on back to back basis • Period of execution shall be in line with the end customer • The project I&C will be considered as completed after obtaining NOC/Commissioning Certificate from the end customer. Further Warranty/AMC shall be supported as per end customer. 	
10	<p>LD Clause: LD for the offered product shall be as per ITI LTD Clauses (<i>@ 0.5% of order value per week or part thereof subject to a maximum of 10% of the undelivered portion/ the order value (if the item(s) cannot be used unless full supply is made) or to cancel the order and purchase the materials from alternative source at the risk and cost of the bidder</i>)</p> <p>OR as per the end customer PO/tender clause whichever is higher.</p>	
11	<p>Payment Terms:</p> <p>a. Payment terms will be as per end customer tender/PO (detailed in EPC agreement) for the offered product and will be done through an Escrow account on back-to-back basis preferably.</p> <p>b. Payment to the partner shall be done after deduction of all</p> <ul style="list-style-type: none"> i. LD/recoveries imposed by end customer (if any), and ii. ITI LTD's margin & statutory dues <p>If the partner is in disagreement with the deductions, the partner will have to write to ITI LTD with all the explanation & supporting documents</p>	

5. Evaluation:

- a. **The process of evaluation will be as below:** All the bids will be scrutinized for technical and financial eligibilities, undertakings and compliance to EOI terms and conditions. The PO copies/experience certificates submitted by the bidders will be cross verified with the issuing authorities/clients. Based on the technical evaluation, the bidders will be called for technical presentation. Based on the technical capability and presentation, the bidders will be empanelled. The financial bids and tender specific technical eligibility of the technically qualified bidders will be asked separately based on various customer tenders.
- b. Partner selection and evaluation will be based on bidders technical and financial strength to be decided solely by ITI based on the bid submitted and technical presentation if required by ITI.

6. Note:

- a. The Bidding (For Technical Part of the Bid) would be subjected to an Online / 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/>.

- b. The Technical 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/>.
- c. ITI's Tender document can be downloaded from ITI web site www.itilttd.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.
- d. Any clarifications regarding the tender can be obtained from CMR- CM, Corporate Marketing, Corporate Office, ITI Limited, Dooravaninagar, Bengaluru- 560016 email: : vrsakum_crp@itilttd.co.in, bindums_crp@itilttd.co.in, Mob: 9535325537, 8078535507
- e. Technical bids will be **opened at 4.30 PM on 24/09/2024**.
- f. All the bids will be scrutinized as per eligibility conditions and compliance to the EOI terms & conditions.
- g. Financial Bid, after the evaluation of Technical bid (Only for technically qualified bidders), will be asked in a later stage.
- h. Any Liquidated Damage (LD) imposed by Railway for delayed deliveries or services as per the terms and conditions of Railway Kavach Tender, the same will be passed on to the partner in proportion of their responsibility and cause of LD. An appropriate mechanism and frame work shall however be decided before taking up the roll out so as to decide the clear line of responsibility in cases of overlapping responsibilities.
- i. The Transfer of Technology to ITI Ltd by the selected Partner through OEM for Kavach equipment has to be mutually discussed and agreed upon in case of winning the contract for which the terms and conditions can be dealt separately.
- j. Bid offered should be valid for a period of 180 Days from the date of opening of EOI response.
- k. Conditional offers are liable for rejection.
- m. Consortium is not allowed to bid in this EOI.
- n. The Bidders should give Clause by clause compliance (as per annexure III) of EOI with references to supporting documents; otherwise the offers are liable for rejection.
- o. The bidder to indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
- p. 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.

- q. ITI LTD reserves the right to suspend or cancel the EOI process at any stage, to accept, or reject any, or all offers at any stage of the process and / or to modify the process, or any part thereof, at any time without assigning any reason, without any obligation or liability whatsoever.
- r. 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.
- s. Any existing vendor/partner of ITI Ltd. willing to participate in this EOI/RFP must have a good track record with ITI or submit a Performance Clearance Certificate from the respective concerned ITI unit/office.
- t. **Cost of EOI:** The bidder shall bear all costs associated with the preparation and submission of his offer against this EOI, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI LTD. ITI LTD will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process.
- u. **Amendment of EOI:** At any time prior to the last date for receipt of offers, ITI LTD, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by an amendment. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their offers, ITI LTD may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for EOI.
- v. ITI LTD will not consider any or all of the bids if they are not meeting EOI requirements.
- w. ITI LTD may at its discretion reject any offers received for selection without assigning any reasons.
- x. This EOI will be available on ITI Ltd website: “<http://www.itiltld.in/> ” under its Tender/ EOI Section.

8. Other Terms and conditions:

I. 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.

II. 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.

III. 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

IV. 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

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

VI. The interested bidder may contact the authorized contact officials given in the EoI for any details related to the customer tender, EOI Bidding Conditions, Bidding Process and clarifications.

VII. Intellectual Property Rights:

- All deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the bidder under this customer PO shall become and remain the property of the customer and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without: the customer's prior written consent.

- The bidder shall, not later than upon termination or expiration of this customer PO, deliver all such documents and software to the customer, together with a detailed inventory thereof.
- The bidder may retain a copy of such documents and software but shall not use it for any commercial purpose.

VIII. 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.

- Liquidated Damage (LD) may be included, i.e if any imposed on ITI for the reasons related to the bidder shall be carry forwarded to bidder
- 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.

IX. 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.

X. 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.

XI. 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.

XII. 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

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

XIV. Amendment of EOI: At any time prior to the last date for receipt of offers, ITI LTD, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by an amendment. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their offers, ITI LTD may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for EOI.

XV. Disclaimer: ITI LTD and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI LTD and/or any of its officers, employees.

Undertakings (To be in Bidder's Letter Head)

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

1. to work 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. Submit Earnest Money Deposit (EMD) / Bid Security required for submitting the customer tender and PBG (for the proportion of offered product value) to be borne by the selected bidder at the time of placement of order as per customer tender terms. In cases where ITI LTD is exempted from providing EMD & PBG or allowed to submit Corporate Guarantee in place of Bank Guarantee to customer, bidder shall provide EMD (while submitting the bid to the customer) & PBG (5% of the order value) to ITI LTD.
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. 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
5. agrees that he/she has read the Railway tender document issued by Indian railway for Provision of Kavach System tenders of Indian Railways clauses 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
6. To sign EPC Agreement(proportional to the scope of work) as per customer RFP requirement
7. To submit local content certificate and auditors certificate 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. OEM for different equipment will meets the OEM eligibility criteria as asked in the Railway tenders with respect to field trial, technical specification and deployment experience of the products quoted as per the corresponding kavach tenders floated by Railways tender.

10. to comply with all the end customer EOI/tender requirements including technical specifications
11. to get required certificate& support (warranty & post-warranty/maintenance) in the name of ITI LTD from the OEM as per customer tender requirement.
12. 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.
13. 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.
14. 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.
15. To make all arrangements and carry out Proof of Concept (PoC) at bidder's cost
16. to obtain relevant statutory licenses for operational activities at own cost.
17. to sign MoU/Teaming Agreement, Integrity Pact with ITI LTD for addressing the customer tender as per customer's tender terms and conditions.
18. to indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
19. to support the offered equipment for the period including warranty and AMC as per customer tender conditions.
20. to supply equipment/components which conform to the latest year of manufacture.
21. certify 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.
22. 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.
23. 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.

24. 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)

Annexure-I
Appendix II

Undertaking regarding not blacklisted certificate (To be in Bidder's Letter Head)

1. We,....., hereby declare that,..... the bidder 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/Railways/ Financial Institution or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade or for any other reasons or bad performance/ delayed delivery / Bank NPA, CDR (Corporate Debt Restructuring), SDR (Special Debt Restructuring), NCLT or for any other defaulting reason as on date of issue of this EOI.

2. that we the, bidder is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in the customer tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.

(Signature and Stamp of the Bidder)

Annexure-I
Appendix III

Undertaking regarding No Land border Sharing(To be in Bidder's Letter Head)

We, M/s.....hereby understands and comply the following conditions

1. We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)
2. Bidder from a country which shares land border with India will be eligible to bid if the bidder is registered with the competent authority as specified Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020.

(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.	Date of Incorporation			
5.	Annual Turnover for 3 financial years (Rs in Cr)	2021-22	2022-23	2023-24
6	Net worth for the year 2023-24 (Rs in Crs)			
7.	GST Registration number			
8.	PAN Number			
10.	CIN Number, if applicable			
11	Number of technical manpower in company's rolls			
12	Details of offered equipment as per customer tender requirement (Type, Make & Model)			
13	RDSO Approval details for the offered equipment(Status of RDSO approval/technical clearance Authority Letter)			
14	Area Interested to bid for the customer tender (East/West/North/South)			
15	Is OEM interested to address Kavach tender as a consortium partner(Yes/No)			

(Signature and Stamp of the Bidder)

Compliance Statement

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

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

(Signature and Stamp of the Bidder)

Work Experience/POC Details – project wise

Sl. No	Information Required	Details
1	Title & Nature of the project	
2	Category	
3	Entity for which the project was Constructed (Customer Name & Contact Details	
4	Location	
5	Project Cost	
6	PO No & Date	
7	Date of commencement	
8	Commissioning Date	
9	Role of bidder	
10	Brief Description of the project	

(Signature and Stamp of the Bidder)

PRE-CONTRACT INTEGRITY PACT

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

EOI No.....

This Integrity Pact is made onday of 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) f Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
- g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

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

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

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

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

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

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

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

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

SECTION 4 – PREVIOUS TRANSGRESSION

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

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

SECTION 5 – COMPENSATION FOR DAMAGE

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

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

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

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

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

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

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

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

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

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

Details of IEM appointed by ITI are as under:

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

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

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

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

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

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

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

SECTION 9 - FACILITATION OF INVESTIGATION

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

SECTION 10 - LAW AND JURISDICTION

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

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

SECTION 11 – PACT DURATION

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

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

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

SECTION 12 - OTHER PROVISIONS

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

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

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

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

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

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

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

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

.....

Name Designation

Name Designation

Witness

1.

1.

2.

2.