

Notice Inviting EOI for Empanelment of System Integrator(s) for participating in the RFP for Provision of LTE (Long Term Evolution) based MTRC over New Delhi-Howrah route (including Kanpur-Lucknow section) of Indian Railways

Ref: CORP/MKTG/IRLTE/PRG/2024/09

Date: 20/06/2024



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 tender as Lead Bidder for “Provision of LTE (Long Term Evolution) based MTRC over New Delhi-Howrah route (including Kanpur-Lucknow section) of Indian Railways” floated by North Central Railway to be executed through Engineering, Procurement and Construction (EPC) Contract. The estimated Project Cost as per Customer RFP is Rs 961.43 Crs. This EOI is floated for empanelment of System Integrator(s), who is ready to work with ITI Limited as Consortium Partners on back-to-back basis for all the terms and conditions of Customer RFP. ITI Limited is desirous of bidding for these tender, based on the eligibility criteria defined in the customer RFP.

ITI LTD invites Expression of Interest (EOI) from eligible bidders for the empanelment of System Integrator(s) in different categories for addressing the Railway LTE Tender.

2. Important Dates

Date of EOI Upload	Date: 20-06-2024
Pre Bid Queries	Can be sent by email till 28-06-2024
Due Date for EOI Submission	Date: 03-07-2024 4.00 PM
Due Date of Bid Opening	Date: 03-07-2024 4.30 PM
ITI LTD Contact Person	Contact details : 1. AGM- CM, Corporate Marketing, Corporate Office, ITI Limited, Dooravaninagar, Bengaluru– 560016 email: bindums_crp@itiltld.co.in , Mob: 8078535507 2. CMR(Mktg), Corporate Marketing, Corporate Office, ITI Limited, Dooravaninagar, Bengaluru– 560016 email : vrsakum_crp@itiltld.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/
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3. Scope of Work

This EOI is for bidders who have expertise in LTE Solutions with the following scope of work:

- a. Supply, installation, testing, commissioning and maintenance of the LTE (Long Term Evolution) based MTRC over New Delhi-Howrah route (including Kanpur-Lucknow section) of Indian Railways.
- b. 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 the Railway in the form provided by the Railway as part of the Bidding Documents pursuant hereto.

This EoI is being floated for the selection of partners for various below mentioned categories. **The bidders can submit the bid for any of the category or combination of the categories.** The selected bidder is also responsible for executing all related activities as required by the customer for the execution of the project other than the details mentioned below under each of the category.

Various categories based on the scope of work in this project includes:

3.1 **Category – A1: Telecommunication Works for LTE System (Consortium Partner cum Back end partner)**

- 3.1.1 Telecommunication works for provisioning of LTE system would include all works of Survey, Design, Supply of drawings and documents for LTE system including RF Desktop Planning & Site Survey
- 3.1.2 Design, Supply, Installation, Testing and Commissioning of Radio Access Network consisting eNodeB, Antenna System, accessories, associated cables and connectors, associated IT network system, along with associated Power Supply (UPS and Battery), Cell Site Router, Outdoor Cabinets (ODC) etc
- 3.1.3 Supply , Installation ,Testing and commissioning of Network management System
- 3.1.4 Interfacing and integrating, testing and commissioning of the LTE system and equipment provided under the Contract with Bundled EPC Core, Unified Network Management System (UNMS), Central Voice recording System (CVRS) etc. provided by Another Contractor engaged by the Authority, Contractor of LTE systems in adjacent sections, and other contractors of similar system and equipment as directed by the Authority.
- 3.1.5 Supply of Tools and Measuring instruments.
- 3.1.6 Supply of Spares for LTE
- 3.1.7 Training.
- 3.1.8 Maintenance of the LTE system post completion of work during Defect Liability Period and beyond till end of Maintenance period

3.1.9 Supply of Design and Drawings, Manuals in required number of sets; for approval of designs, installation, testing and commissioning; Completion drawings.

3.2 Category –A2: Telecommunication Works – Hand Sets and related equipment (Consortium Partner cum Back end partner)

3.2.1 Design, Supply, Installation , Inter connection and testing of On-board Locomotive equipment viz. Cab Communication system, LTE Router, LTE SIM cards, Rooftop antennas, cables and connectors, associated wiring and harnesses.

3.2.2 Supply, Installation ,Testing and commissioning of MCPTT Handsets (Ruggedized & Non-ruggedized including LTE SIM cards, chargers, manuals etc), Station Radio System (along with LTE SIM cards, UP , battery), Dispatcher System (including antenna, power supply & LTE SIM cards)

3.2.3 Connecting Cell site to existing OFC system on fibre etc along with all associate material and services to commission the system as per requirements specified in the customer bid document,

3.2.4 Supply of Spares for LTE

3.2.5 Training.

3.2.6 Supply of Tools and Measuring instruments.

3.2.7 Maintenance of the related equipment post completion of work during Defect Liability Period and beyond till end of Maintenance period

3.2.8 Supply of Design and Drawings, Manuals in required number of sets; for approval of designs, installation, testing and commissioning; Completion drawings.

3.3 Category- B : Provisioning of Optical Fibre Backbone Network (Consortium Partner cum Back end partner)

3.3.1 Survey , Design, Supply of drawings and documents for Optical Fibre Cable Back bone

3.3.2 Provisioning of Optical Fibre backbone consisting of Supply (except OFC), Trenching & Laying, Jointing & Splicing, Termination and Testing of Optical Fibre Cable Network, interconnection with FDMS, connecting the OFC to the LTE system along with all associate material and services to commission the system as per requirements and specifications provided for in the customer bid document;

3.3.3 Supply of Spares for OFC systems

3.3.4 Training as required

3.3.5 Supply of Tools and Measuring instruments;

3.3.6 Maintenance of the OFC system post completion of work during Defect Liability Period and beyond till end of Maintenance period

3.3.7 Supply of Design and Drawings, Manuals in required number of sets; for approval of designs, installation, testing and commissioning; Completion drawings;

Note: Supply of OFC cables will be made by ITI to the Consortium Partner

3.4 Category- C : Civil & Electrical Works (Consortium Partner cum Back end partner / Sub-Contractor)

(This category can also be executed by engaging a sub-contractor having experience in railway sector works as per the EPC agreement given in Customer RFP ; hence need not be a part of Consortium)

- 3.4.1 Survey, Design, Supply, Manufacture/Fabrication, Foundation and Erection of Towers for installation of LTE equipment, as required to meet the Radio Coverage, Capacity and Performance requirements and specifications provided for in the customer bid document;
- 3.4.2 Design and Construction of Buildings consisting Civil works, E&M works and Interiors including HVAC and Fire systems for Central EPC cum NOC centre, Zonal EPC Centres and Divisional EPC Centres and On-site Service Buildings as per requirements specified in the customer bid document;
- 3.4.3 Electrical works at Cell Site consisting extension of Electrical Power supply from the nearest Point of Presence (POP) to Radio Access Network at Tower location, by providing underground power cables, their Supply, Trenching & Laying, jointing and termination of cables, along with all associate material to commission the system as per requirements specified in the customer bid document;
- 3.4.4 Protection of Cell Site by fencing etc. as per railway requirement
- 3.4.5 Supply of Design and Drawings, Manuals in required number of sets; for approval of designs, installation, testing and commissioning; Completion drawings;

3.5 Note on Consortium formation:

1. For addressing each categories separately, consortium is not allowed and the bid can be submitted by a single bidder only.
2. In case a bidder is interested to address all categories, a Consortium of maximum 3 members including the lead member (Bidder is having the discretion to select a partner for category –C as a subcontractor also, in case they need 3 partners for covering category A1 , A2 & B) is allowed.
3. Consortium of maximum 2 members is allowed for addressing any of the combination of 2 Categories out of A1, A2 and B.
4. In case the two member consortium is not fully covering the categories A1 , A2 and B , then the left over category will be selected through this EOI from other bidders participating for left over category
5. However the partner selected for Category A1 will be exclusively responsible for integrating items of cat A2 in the network.
6. Preference will be given to the partner/consortium who will address Category A1& A2 together for the works relating to complete LTE system & Solution, as the EPC document requires Integrated Testing and Commissioning of all the items of Category A as given in Clause 1.8 of Schedule G of EPC document and Clause 2.2.13 of Schedule B w.r.t the NMS
7. The Category C can also be executed by engaging a Sub-contractor, which may not be required to be a part of Consortium. ITI reserves the right to decide upon engaging the partner quoting for category C as a Consortium partner or Sub-Contractor

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: “Provision of LTE (Long Term Evolution) based MTRC over New Delhi-Howrah route (including Kanpur-Lucknow section) of Indian Railways vide Ref Tender No:

NCR-SnT-EPC-LTE-NDLS-HWH dated 08-03-2024. The tender document, corrigenda, clarification and addenda can be downloaded from the website www.ireps.gov.in

3.6 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.

3.7 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.

3.8 All the terms and conditions of Bid No NCR-SnT-EPC-LTE-NDLS-HWH dated 08-03-2024 referred as Railway LTE 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 partners on back to back basis for successful completion of the project.

4. Eligibility Criteria

4(i)	Eligibility Criteria of Applicants																
	A.	<p>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 Railway LTE Tender. PI refer Clause 3.4 for the guidelines for Consortium formation</p> <p>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, Consortium member responsible to undertake the various Project components as detailed in Clause 3.1, 3.2, 3.3, 3.4 of the EoI and roles & responsibilities of each of the Consortium member) to be submitted along with the bid as per format enclosed in Annexure – VII)</p>															
	B.	<p>The bidder (each member of the consortium) must be a legal entity registered in India under the Company Act, 1956/2013/ proprietorship/ partnership firm/ Limited Liability Partnership (LLP) and must have a registered office in India. The bidder company (each member of the consortium) should have been operational in India for at least five financial years.</p>															
	C.	<p><u>Turnover</u> Bidder / Bidder along with consortium members (if applicable) should have a minimum average annual turnover as below for the last three financial years (that is for years 2022-23, 2021-22, and 2020-21).</p> <table border="1" data-bbox="461 1621 1310 1917"> <thead> <tr> <th>Category of the bidder</th> <th>Project Value (in INR)</th> <th>Minimum average annual turnover (in INR)</th> </tr> </thead> <tbody> <tr> <td>Category -A1</td> <td>302.04 Cr</td> <td>90.61 Cr</td> </tr> <tr> <td>Category –A2</td> <td>259.60 Cr</td> <td>77.88 Cr</td> </tr> <tr> <td>Category -B</td> <td>210.62 Cr</td> <td>63.19 Cr</td> </tr> <tr> <td>Category -C</td> <td>145.74 Cr</td> <td>43.72 Cr</td> </tr> </tbody> </table>	Category of the bidder	Project Value (in INR)	Minimum average annual turnover (in INR)	Category -A1	302.04 Cr	90.61 Cr	Category –A2	259.60 Cr	77.88 Cr	Category -B	210.62 Cr	63.19 Cr	Category -C	145.74 Cr	43.72 Cr
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Note: * Bidder's Parent/group company turnover will not be considered in turnover criteria.

D. Networth

The Bidder (Bidder along with consortium) shall have a minimum Net Worth (the "Financial Capacity") as per the below table at the close of the preceding Financial Year (2022-23).

Category of the bidder	Networth (in INR)
Category –A1	15.10 Cr
Category-A2	12.98 Cr
Category -B	10.53 Cr
Category -C	7.29 Cr

For the computation of networth .net worth (the "Net Worth") shall mean the capital/aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

The required documents as per Clause 2.2.2.7 of Customer RFP may be provided as supporting documents

E Experience

The bidder/consortium should meet the following criteria within India in last 5 years and the current financial year up to the Base month

Category of the bidder	Experience Requirement
Category-A1	<ol style="list-style-type: none"> 1. Project implementation experience of similar projects (*) worth minimum Rs 377.55 Crs 2. Undertaken at least one Similar Project (*) worth Rs 37.76 Crs and received payment for 75% of the Contract value 3. In addition to above, the Bidder (along with consortium) shall ensure that the following criteria is fulfilled for the eNodeBs to be supplied under the contract: <ol style="list-style-type: none"> a. The offered model of eNodeB shall meet the requirement of at least 150 Numbers installed and operational in India for minimum 75 eNodeB years. (i.e. nos. of eNodeB x installed and operational period in years). b. The Intellectual Property Rights (IPR) or License/Copyright for the Source Code of the Software of RAN (eNodeB element)

		<p>shall be owned by an Indian Company. The Company must own or have unrestricted, irrevocable access and license to modify the source code and provide software support for all future versions of software. A certificate in this regard is to be submitted along with the bid, under signature either by the Board of Directors or the Company Personnel authorised by the Board of Directors of the company as defined under Indian Companies Act 1956/2013.</p> <p>c. The Bidder shall submit a certificate along with documentary evidence in support of the above criteria at a. and b. as per format enclosed as Annexure-V Part-I and Part-II).</p> <p>d. The Bidder may offer more than one model of eNodeB with the Bid. However, the offered models should meet the above criteria separately and one certificate as per the format Annexure-V Part-I and Part-II shall be submitted for each offered model.</p> <p>e. The clearance of eNodeB at the bidding stage will be based on the documents/certificate submitted by the Bidder. After award of work, the eNodeB shall be tested to technical specification and requirements provided for in the bid document. The clearance is conditional subject to eNodeB meeting the technical specification and requirements provided in the Bid, which will be tested after award of work. In case eNodeB fails to meet the technical specifications and requirements, the eNodeB shall become ineligible for supply in the project. The change of e NodeB after award of contract shall normally not be permitted. The Authority, however reserves the right to permit the same at their own discretion.</p> <p>4. The required documents as per Clause 2.2.2.6 of Customer RFP may also be provided as supporting documents</p> <p>Note (*): Similar Projects includes Design, Supply, Installation, Testing, Commissioning & system Integration of LTE/ 5G executed as standalone or as part of composite work . In case executed as part work, only relevant portion of the work shall be considered for evaluation.</p>	<p>shall be owned by an Indian Company. The Company must own or have unrestricted, irrevocable access and license to modify the source code and provide software support for all future versions of software. A certificate in this regard is to be submitted along with the bid, under signature either by the Board of Directors or the Company Personnel authorised by the Board of Directors of the company as defined under Indian Companies Act 1956/2013.</p> <p>c. The Bidder shall submit a certificate along with documentary evidence in support of the above criteria at a. and b. as per format enclosed as Annexure-V Part-I and Part-II).</p> <p>d. The Bidder may offer more than one model of eNodeB with the Bid. However, the offered models should meet the above criteria separately and one certificate as per the format Annexure-V Part-I and Part-II shall be submitted for each offered model.</p> <p>e. The clearance of eNodeB at the bidding stage will be based on the documents/certificate submitted by the Bidder. After award of work, the eNodeB shall be tested to technical specification and requirements provided for in the bid document. The clearance is conditional subject to eNodeB meeting the technical specification and requirements provided in the Bid, which will be tested after award of work. In case eNodeB fails to meet the technical specifications and requirements, the eNodeB shall become ineligible for supply in the project. The change of e NodeB after award of contract shall normally not be permitted. The Authority, however reserves the right to permit the same at their own discretion.</p> <p>4. The required documents as per Clause 2.2.2.6 of Customer RFP may also be provided as supporting documents</p> <p>Note (*): Similar Projects includes Design, Supply, Installation, Testing, Commissioning & system Integration of LTE/ 5G executed as standalone or as part of composite work . In case executed as part work, only relevant portion of the work shall be considered for evaluation.</p>
	Category-A2		<ol style="list-style-type: none"> 1. Bidder along with proposed OEMs should have Project implementation experience of similar projects (*) worth minimum Rs 324.50 Crs 2. Bidder along with proposed OEMs should have undertaken at least one Similar Project (*) worth Rs 32.45 Crs and received payment for 75% of the Contract value

		<p>Note (*): Similar Projects includes Design, Supply, Installation, Testing, Commissioning & system Integration of On-Board LTE System (Cab Communication Systems, LTE Routers, LTE SIM cards, rooftop external antennas, associated power supply units, Cables, Connectors, Fixtures, Wiring and Harnesses etc. on Locomotives) and/or MCPTT Handsets,(Ruggedized and Non-Ruggedized) and/or Station Radio System (SIM cards, antenna systems, UPS, batteries, other accessories) and/or Dispatcher systems executed as standalone or as part of composite work .</p> <p>In case executed as part work, only relevant portion of the work shall be considered for evaluation.</p>
	Category-B	<p>1. Project implementation experience of similar projects worth minimum Rs 263 Crs</p> <p>2. Undertaken at least one Similar Project worth Rs 26.33 Crs and received payment for 75% of the Contract value</p> <p>Note : Similar work includes any work involving supply along with trenching, laying of signalling/OFC cables including, jointing / splicing and commissioning of Cable network for Railways, Regional Rapid Transport Systems and Metro rail.</p> <p>In case executed as part work, only relevant portion of the work shall be considered for evaluation.</p>
	Category-C	<p>i. Project implementation experience of similar projects worth minimum Rs 182 Crs</p> <p>ii. Undertaken at least one Similar Project worth Rs 18 Crs and received payment for 75% of the Contract value</p> <p>Note : Similar work includes any Civil construction works of Tower and/or Building in Railways/Telecom/ Core Sector such as Defence, Power, Ports, Aviation, Oil/ Gas, Banking, Coal, Steel, Highways, Expressways, Tunnels, Smart City, Safe City Projects, SEZs, Industrial/Logistic Parks .</p> <p>In case executed as part work, only relevant portion of the work shall be considered for evaluation.</p>
		<p>Note :</p> <p>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</p> <p>2. Projects executed by bidder's parent/group of companies shall not be considered.</p>
	F	Bidder should submit write up on Project Implementation Plan and capability (technical and financial) on how the project will be executed by the bidder
	G	Bidder shall submit a list of Key technical personnel with the required domain experience.

	<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 id etc.). for the experience proof submitted along with PO reference and value of the project The same should be issued by authorized signatory of bidder.</p> <p>ITI LTD reserves the right to verify the correctness of the client certificates (PO Copies/Work orders) and any other information submitted by the bidder in his offer. In case of any wrong information submitted by bidder, the bid will be rejected and subsequently the bidder will be blacklisted from doing any business with ITI Limited.</p> <p>The experience details to be filled as per Annexure – IV & V</p>
4(ii) Checklist of documents/information to be submitted by sole bidder/each of the consortium partner:	
a.	Company Profile
b.	Certificate of Incorporation
c.	Memorandum & Articles of Association
d.	Audited financial statements for the last 3 years (2020-21, 2021-22 and 2022-23) by CA as per clause 4(i) C
e.	Auditors Net worth certificate assigned by the company's Auditors/ CA (2022-23) as per clause 4(i) D. Certificate(s) from its statutory auditors specifying the net worth of the Bidder (including associates, if any), as at the close of the preceding Financial Year , and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.2.8 (ii) of the customer RFP
f.	Satisfactory completion certificates including Purchase Order, Completion Certificates as per clause 4 (i) E 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>
g.	GST certificate
h.	Copy of PAN Card
i	CIN (Corporate Identity Number), if applicable
j.	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
k.	List of Directors / CEO / COO including their name (s) and address(s) Director Identification Number [DIN] of all the Directors. Corporate Identity Number [CIN].
l	Undertakings (in Company letter head) for acceptance of terms and conditions as per Annexure I -Appendix I

m	Undertaking(in Company letter head) regarding not blacklisting as per Annexure I - Appendix II
n	Undertaking(in Company letter head) regarding no land border sharing as per Annexure I -Appendix III
o	Bidders Details as per Annexure II
p	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.
q	Experience Details as per Annexure IV
r	eNodeB Experience Details as per Annexure V
s	Pre-Contract Integrity Pact as per Annexure-VI
t	Project Implementation Plan and capability (technical and financial) on how the customer EOI/tender implementation will be executed by the bidder as per clause 4(i) F
u	Manpower details as per clause 4(i) G
v	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 – VII)

4(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% (proportionate to the scope of work)	
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 (proportionate to the scope of work) for undertaking services & execution of project	
5	Bidder will be responsible for any shortcoming in the BOM (proportionate to the scope of work) 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 (proportionate to the scope of work)	
7	All commercial terms will be as per the customer Tender/PO. (proportionate to the scope of work)	

8	<p>Earnest Money Deposit (EMD) / Bid Security in the form of Bank Guarantee as per customer RFP to be provided while submitting the customer tender and PBG on back to back basis as per customer tender will be borne by the selected bidder as per the following table</p> <table border="1" data-bbox="260 371 1134 577"> <thead> <tr> <th>Category addressed</th> <th>EMD to be submitted</th> </tr> </thead> <tbody> <tr> <td>Category A1</td> <td>Rs. 6283840/-</td> </tr> <tr> <td>Category A2</td> <td>Rs. 5400765/-</td> </tr> <tr> <td>Category B</td> <td>Rs. 5283385/-</td> </tr> <tr> <td>Category C</td> <td>Rs. 3032110/-</td> </tr> </tbody> </table> <p>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.</p> <p>Note: ITI LTD reserves the right to verify the genuineness of the BG with the bidder's bank.</p>	Category addressed	EMD to be submitted	Category A1	Rs. 6283840/-	Category A2	Rs. 5400765/-	Category B	Rs. 5283385/-	Category C	Rs. 3032110/-	
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Category B	Rs. 5283385/-											
Category C	Rs. 3032110/-											
9	<p>Delivery Schedule:</p> <ul style="list-style-type: none"> • Delivery Schedule as per the end customer Tender/ PO on back to back basis • Period of execution shall be in line with the end customer • The project I&C will be considered as completed after obtaining NOC/Commissioning Certificate from the end customer. Further Warranty/AMC shall be supported as per end customer. (proportionate to the scope of work) 											
10	<p>LD Clause: LD (proportionate to the scope of work) 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> <ol style="list-style-type: none"> a. Payment terms will be as per end customer tender/PO (detailed in EPC agreement) and will be done through an Escrow account on back-to-back basis preferably. b. Payment to the partner shall be done after deduction of all <ol style="list-style-type: none"> i. LD/recoveries imposed by end customer (if any) proportionate to the scope of work, 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.
- b. Based on the technical capability and presentation, the bidders will be empanelled for each category. The financial bids of the technically qualified bidders will be asked separately.
- c. Partner selection will be based on bidders technical and financial strength to be decided solely by ITI, based on the bid submitted.
- d. Responsibility matrix, commercials and work execution strategy will be mutually decided at the time of bid submission to Railway.

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 AGM- Mktg, Corporate Marketing, Corporate Office, ITI Limited, Dooravaninagar, Bengaluru– 560016 email: bindums_crp@itilttd.co.in, vrsakum_crp@itilttd.co.in, Mob: 8078535507, / 9535325537
- e. Technical bids will be opened at **4.30 PM on 03-07-2024**
- 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 LTE 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 RAN 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 allowed to bid in this EOI as per clause 3.5
- 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 Government and ITI Ltd website: "<http://www.itilttd.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.

IX. 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

X. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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

XV. 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.

XVI. 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.

XVII. 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 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. Submit Earnest Money Deposit (EMD) / Bid Security required for submitting the customer tender and PBG 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 as per customer terms 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 LTE (Long Term Evolution) based MTRC over New Delhi-Howrah route (including Kanpur-Lucknow section) 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 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. The Bidder to bring OEM for different equipment who meets the OEM eligibility criteria as per customer RFP/tender requirement.
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. 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)

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(consortium) is/are 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 (to be given for each of the consortium member)

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)	2020-21	2021-22	2022-23
6	Net worth for the year 2022-23 (Rs in Crs)			
7.	GST Registration number			
8.	PAN Number			
9.	CIN Number, if applicable			
10.	Number of technical manpower in company's rolls			
11	Category Interested to work with ITI			
12	In case of consortium, details of the proposed project component to be undertaken as mentioned in Clause 3.0 by each of the Consortium member			

(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 Details – project wise

Sl. No	Information Required	Details
1	Name & Scope of work of the project	
2	Entity for which the project was Constructed (Customer Name & Contact Details including email ID, Contact number	
3	Project Cost	
4	PO No & Date	
5	Date of commencement	
6	Commissioning Date	
7	Role of bidder	
8	Brief Description of the project	

(Signature and Stamp of the Bidder)

(Part-I)

Certificate from Contractor regarding eNodeB

It is certified that I/We.....(bidder) shall supply the eNodeB of the make..... and Model....., an OEM (Original Equipment Manufacturer) of eNodeB, for the PROJECT “Provision of LTE (Long Term Evolution) based MTRC over New Delhi-Howrah route (including Kanpur-Lucknow section) of Indian Railways” as per the requirement conforming to the paras 2.2.2.4(iii)(b)(1) & (2) of the RFP and the Technical requirements and Specifications provided for in the Bid Document. Necessary certificate from the OEM as per the format IB(part-II) is enclosed.

Yours faithfully,
(Authorised Signatory of Bidder)

(Part-II)

Certificate from OEM regarding eNodeB

I/We, -----(Original Equipment Manufacturer), having our office at -----
-----, hereby state that we are Original Equipment Manufacturer of eNodeB for LTE(Long Term Evolution), Model No.....

- (i) It is certified that I/We have offered the model of eNodeB, which meets the requirement of at least 150 Numbers installed and operational on for minimum 75 eNodeB years. (i.e. nos. of eNodeB x installed and operational period in years) for the [PROJECT “Provision of LTE (Long Term Evolution) based MTRC over New Delhi-Howrah route (including Kanpur-Lucknow section) of Indian Railways”]. It is certified that the eNodeB meets the Technical requirements and Specifications provided for in the Bid Document. Certificate from the Client(s) with details of installations is/are attached.
- (ii) It is certified that the Intellectual Property Rights (IPR) or License/Copyright for the Source Code of the Software of RAN (eNodeB element) is owned by an Indian Company. The Company owns/ has unrestricted, irrevocable access and license to modify the source code and provide software support for all future versions of software. A certificate in this regard is submitted along with the bid, under signature.

Yours faithfully,
(Authorised Signatory**)

**Signed either by the Board of Directors or the Company Personnel authorised by the Board of Directors of the company as defined under Indian Companies Act 1956/2013

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 be the seat of the Principal.

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

SECTION 11 – PACT DURATION

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

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

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

SECTION 12 - OTHER PROVISIONS

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

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

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

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

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

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

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

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

.....

Name Designation

Name Designation

Witness

1.

1.

2.

2.

Format for Joint Bidding Agreement for {Consortium}
(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, 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 Ltd” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) (the “**ITI Ltd**”), 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 LTE (Long Term Evolution)based MTRC over New Delhi-Howrah route (including Kanpur-Lucknow section) of Indian Railways”.on the project ***] (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 (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} and not individually and/ or through any other {Consortium} constituted for this Project, either directly or indirectly.

3. Covenants

The Parties hereby undertake that in the event the {Consortium} is declared the Selected Bidder and awarded the Project, it shall enter into an EPC Contract with the ITI and Railway 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} 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.}

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 favor of the person executing this Agreement for the delegation of power and authority 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 organizational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, 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

- (i) **Bid Security obtained from Bidders** -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 Railway 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 Railway.

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 Railway 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.