

1.ELIGIBILITY CRITERIA FOR SUPPLY, INSTALLATION AND COMMISSIONING OF UABAMS FOR TRAIN SET.

1.1.0 For determining the Eligibility of Bidders, the following would be eligible to participate in the said tender:

i) As part of “Make in India”

a) "Only qualified Indian OEM Company of Acceleration Measurement Systems

OR

b) a Subsidiary Indian Company of the Qualified foreign OEM

OR

c) a Subsidiary Indian Company of the parent company of the Qualified foreign OEM

OR

d) An Indian JV company between Qualified Indian OEM/ Indian subsidiary of qualified Foreign OEM and an Indian Company (one of the members of the JV shall be its lead member with a minimum share of 51%).

OR

e) An Indian firm having experience of supply, installation, commissioning, Operation & Maintenance of any type of Acceleration Measurement Systems having a ToT (Transfer of Technology) Agreement with foreign OEM

OR

f) An Indian JV Company between qualified foreign OEM and Indian Company (with Indian Company as lead member with minimum share of 51% in the JV)

Note: Offer from only above mentioned bidders will be accepted. Offers from bidders not fulfilling above criteria will be summarily rejected. For JV companies, MoA of JV or MoU for JV (if JV is not formed on the date of Bid submission) for this purpose shall be enclosed along with the Tender. **Offers from authorised dealers are not permitted for this tender and will be summarily rejected.**

ii) The term bidder (the “Bidder”) will apply to all, either a Sole Bidder (as per 1.1.0 (i) a), b), c) & e)) OR a JV Company (1.1.0 (i) d) & f)).

iii) However, no Bidder applying individually or as a Member of a JV can be a Member of another Bidder. In case the bidder is a JV, it has to comply additional requirements as per clause 1.1.0 (A).

iv) The term Qualified OEM refers to the Original Equipment Manufacturer (OEM) of the Acceleration Measurement Systems having the necessary “Technical Qualification conditions” as prescribed hereunder vide para 1.1 below.

v) Only local bidders including Class I & Class II bidders as defined in Make in India policy of Government of India are eligible to bid in this tender. Non-Local Bidders are not allowed.

vi) No alternate offer is permitted for this tender. In such case, both offers will be summarily rejected.

vii) Common requirements for all the bidders: following documents to be submitted by all the bidders and in the absence of such documents, the offer will be summarily rejected.

a) In case OEM is not the bidder, the bidder must submit copies of the legal documents in support of their relationship with the OEM Company as part of its Technical bid. Such documents should be duly notarized/ apostilled copies.

b) If bidder (in case of JV, constituents of JV) is a private/public company, then following details are required to be submitted with technical bid

- (i) Certificate of incorporation,
- (ii) MOA (memorandum of association) &
- (iii) AoA (article of association)

If bidder (in case of JV, constituents of JV) is a partnership firms, then following details are required to be submitted with technical bid

- (i) Notarized Partnership Deed
- (ii) Certificate of registration of the firm
- (iii) PAN Card of all the partners
- (iv) Proof of address of the firm
- (v) Address proof of all the partners

If bidder (in case of JV, constituents of JV) is a proprietorship firms, then following details are required to be submitted with technical bid

- (i) PAN Card of Owner
- (ii) Address proof of Owner
- (iii) Proof of address of the firm

In case, JV partner is a foreign firm, then the relevant document prevalent in the registered address of JV firm to be submitted with the Bid.

1.1.0 (A) Joint Venture bidders under Para 1.1.0 i) d) & f) need to fulfill following additional conditions.

- I. The bid shall be signed by authorized official of the lead partner (with a minimum share of 51%) so as to be legally binding on all other partner members of the JV. (This should be supported by Power of Attorney in favour of the authorized official of lead partner by all the JV constituent members).
- II. The lead partner shall be responsible for coordinating the entire program of manufacture and supply of equipment including system Integration, final commissioning, Training, O&M, analysis and after sales service including technical support for the designed life of the equipment.

- III. The lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture, and the entire execution of the contract, shall be done exclusively by the lead partner.
- IV. Copies of the all the shareholders agreement/ share subscription agreement/ JV agreement executed by the JV firms/ members shall be submitted by the JV firm along with the Tender. The complete details of the members of the JV Firm, their share and responsibility in the JV Firm etc., particularly with reference to financial, technical and other obligations shall be furnished in the JV Documents. (MoA of JV or MoU for JV, if JV is not formed on the date of bid submission). The MoA of JV or MoU for JV for this purpose shall be enclosed along with the Tender, otherwise the offer will be summarily rejected.
- V. The core experience or the purpose of all the members of the JV should be Railway Technology.
- VI. All other terms and conditions as mentioned in Annexure-I to be complied and documents mentioned in Annexure-I to be submitted along with technical Bid.
- 1.1.0 (B) Subsidiary company bidders under Para 1.1.0 i) b) & c) need to fulfil following additional conditions
 - i. In case of a subsidiary company being opened by the Qualified OEM or its parent company, the bid must be signed by an authorised official of the bidder, who has the Power of Attorney (Copy to be submitted with technical bid) in their name.
 - ii. A Copy of the MoA (memorandum of association) of the subsidiary is to be submitted with the bid.
- 1.1.0 (C) Bidders with ToT agreement with foreign firms under Para 1.0 i) e) need to fulfil following additional conditions
 - (A) Indian Bidder/ Firm having ToT agreement with foreign OEM, who meets the technical eligibility criteria as indicated in clause 1.1.2 & 1.1.3, will also be considered for placement of order. However foreign OEM entering into ToT with Indian Firms will not be eligible to participate in this tender as a member of another JV.
 - (B) The Technology Transfer Agreement/ Technology collaboration agreement/License Agreement should essentially cover/ include the following:
 - (i) Technology Transfer Agreement/ Technology collaboration agreement/License Agreement should be a legally bound, valid agreement, on mutually agreed consideration (to be brought out in agreement) in which the Nature and Scope of the Agreement between the parties are clearly specified. It should be signed by the Chairman/ Head/ MD of the Foreign OEM and Head/ MD/ CEO of Indian Firm in presence of two witnesses of either party. The Board Resolution of either companies authorizing the signatories to this effect should also be submitted for ascertaining the legal enforceability aspect of the agreement.
 - (ii) An undertaking jointly signed by both the foreign OEM and Indian Firm that the product shall be manufactured in India under a license from a foreign OEM, who holds intellectual

property rights. However, foreign OEM and Indian firm should jointly sign the declaration about minimum percentage of local content, as per table below:

No.	Minimum local Content of each system (%)
2 Nos.	50

- (iii) It should invariably have an undertaking from the foreign OEM that the process of manufacturing, testing and commissioning and the corresponding quality assurance program for all the activities of the machinery/ equipment/ plant which is similar to the one to be supplied against this/ present tender from the proposed plant in India (of the Indian Manufacturing partner) have been checked and validated by them.
- (iv) An undertaking for an assurance from the foreign OEM that they shall provide technical support for manufacturing, supply, testing, commissioning and after sale service up to the end of a warranty period and AMC period for the item supplied against this/present tender.

Confidentiality/ Intellectual Property Protection Clause including issues relating to patents right, trademarks, local legislations on importation of technology, foreign exchange, if any.

- (vi) Arbitration or Dispute Settlement clause.

Note 1: There is a possibility that the Technology Transfer Agreement/ Technology collaboration agreement/ License Agreement entered into by Foreign OEM and his Indian counterpart may not cover all the above aspects and they may have entered into another major/detailed contract which stipulates the above mentioned working conditions including the financial considerations. Although such major/detailed contract, if any, between the Foreign OEM and his Indian counterpart may not have a direct bearing on the rights and liabilities under the tender/contract with the Purchaser, however, for proper knowledge and evaluation, ensuring the effective and appropriate performance of the contract and understanding the arrangement between the Foreign OEM and his Indian counterpart (and its ramifications for Purchaser), the copy of such contract documents containing information on above aspects (in particular pertaining to Dispute Resolution, Terminations, Time Frame, Intellectual Property Rights/Licensing, Methodology of Transfer of Technology and timeframe in which the technology for manufacture will be transferred by Foreign OEM to his Indian counterpart should also be submitted along with the offer by the bidder (to verify that terms of contract between Purchaser and the Indian Company are in consonance with terms of contract between the Foreign OEM and his Indian Counterpart).

Note 2: In case all the points mentioned above are not covered in the Technology Transfer Agreement/Technology collaboration agreement/ License Agreement (except for situation in Note 1 above) the benefit of being considered under this clause shall not be applicable to the bidders seeking to do so.

- (C) In all cases where the contract is placed utilizing the provisions Specific condition/Clause of Technology Transfer Agreement/ Technology collaboration agreement/License Agreement, The Contract shall be placed by Indian Railway only on the Indian party. However, since in such cases the offer of the Indian counterpart is considered mainly on the strength/

credentials/ assurance of Foreign OEM, thus if there is a breach of contract in such cases then the Purchaser reserves the right to blacklist/debar even the Foreign OEM for future tenders of Indian Railway. Indian bidder has to furnish along with their offer an unqualified undertaking as per Annexure-K from their respective foreign OEM. If this undertaking is not submitted along with the bid, the offer shall be summarily rejected.

- (D) In case if the Foreign OEM party in the Technology Transfer Agreement/Technology collaboration agreement/ License Agreement, is from a country sharing land border with India then this special tender clause of Technology Transfer Agreement/Technology collaboration agreement/License Agreement shall be applicable only if the Foreign OEM fulfils the requirement of registration as mentioned in the tender condition pertaining to "Restriction of Bidders from Countries sharing land border with India". An undertaking in this respect as per tender condition from foreign OEM must be submitted along with the technical bid, failing which the offer will be summarily rejected.
- (E) In case of non-fulfilment of contract obligation by Indian firm who has been placed order against this tender based on Technology Transfer Agreement/Technology collaboration agreement/ License Agreement with foreign OEM, due to any issue attributable to foreign OEM, in addition to the Indian bidder will be liable to any legal action including blacklisting/ banning of business by IR.

1.1 Technical Eligibility Conditions

- (1.1.1) The procurement shall be done in accordance with extant instruction of Department for Promotion of Industry and Internal Trade (DPIIT) for "Make in India" policy order 2017, as amended. Only Class-I and Class -II local suppliers including JV complying with the clause 1.1.0 of Eligibility Criteria of this tender document are eligible to bid in this tender. These Local suppliers, as defined in the referred circular are:
 - a) "Class-I local supplier means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%".
 - b) Class -II local Supplier' means a supplier or service provider whose goods, services or works offered for procurement has local content more than 20%but less than 50%.
- (1.1.2) The bidder must be an entity as per Clause 1.1.0 above and the OEM, as mentioned in the above Clause 1.1.0, must have supplied, installed and commissioned within the reference period at least **two [02]** acceleration measurement systems capable of measuring acceleration in coach/bogie/axle box of railway rolling stock along with processing of data and generation of exception reports and tested in field trials at a minimum speed of 120 kmph. The supplied systems must be performing satisfactorily on a Railway network at least for 02 years within the reference period. The performance report should also include testing of the system at a minimum speed of 120 kmph.

The Bidder must submit the performance certificate issued by the user of the system, copy of contract document/ Purchase order along with commissioning certificate and supply details. The requirement of commissioning certificate and supply details is considered to be fulfilled, if the client/user organisation gives a clear certificate mentioning supply date and commissioning date (vague period will not be acceptable). The performance certificate should clearly indicate the Contract/Purchase Order Number. Submission of Performance

Certificate and Contract/Purchase Order is mandatory otherwise the offer will be summarily rejected.

Note : In case of any legal restrictions in a particular country, the duly notarised/ apostilled copies of the document/s containing relevant pages of the contract document/ PO showing all the details in support of fulfilment of eligibility criteria like (i) Details of both parties, (ii) Date of PO/ contract agreement, (iii) Details of sub-systems supplied supported by performance certificate of the supplied systems from the customer/aggregation. The document/ legal order/ ruling regarding restriction on “disclosure” of the country should also be submitted by the bidder.

(1.1.3) The bidder must have at least 01 year experience within the reference period for acquiring data from moving vehicle remotely through GPRS or any other suitable network and processing of same at cloud or processing station along with generation of exception report.

For acquiring data from moving vehicle remotely through GPRS or any other suitable network, firm shall attach Certificate of satisfactory performance for the required period from the clients/ organisations for which above service has been provided.

The performance report should clearly mention capability of data acquiring from the moving vehicle and generation of exception reports. Submission of Performance Certificate is mandatory otherwise the offer will be summarily rejected. The Bidder must submit the performance certificate issued by the user of the system, copy of contract document/ Purchase order along with, commissioning certificate and supply details. The requirement of commissioning certificate and supply details is considered to be fulfilled; if the client/user organisation gives a clear certificate mentioning supply date and commissioning date (vague period will not be acceptable). The performance certificate should clearly indicate the Contract/Purchase Order Number. Submission of Performance Certificate and Contract/Purchase Order is mandatory otherwise the offer will be summarily rejected.

Note 1: The Bidder must submit technical compliance statement duly signed by offering clause by clause comments on technical specification, either confirming acceptance or indicating deviations there from. Deviation from the specification with reasons should be clearly indicated. Tenderers may please note that no deviation against "Major" Parameters of technical specifications shall be acceptable. However, deviations against "Minor" parameters of technical specification may be considered subject to acceptability by purchaser. Offers without Clause by Clause comments will be summarily rejected.

Note 2: For the requirement of condition no 1.1.2, 1.1.3, the Work experience certificate should be signed by responsible official of the user organisation and Work experience certificate from private individual shall not be accepted. Work experience certificate shall be considered from public listed company/ private company/ Trust having annual turnover of Rs.500 crore, and above (turnover document to be submitted with technical bid) or Railways (In case of Indian Railway certificate should have been signed by a Gazetted Officer) or Rail Road companies.

- Note 3: 1) Banning of Business: Any Central Government Department/ Ministry of Railways must not have banned business with the bidder (any member in case of JV) as on the date of bid submission. The bidder should submit an undertaking to this effect as part of the bid.
- 2) Bankruptcy/Insolvency: The bidder (any member in case of JV) must not have suffered bankruptcy/insolvency during the last 5 years. The bidder should submit an undertaking to this effect as part of the bid.
- 3) The reference period used in preceding clauses is defined as last 10 financial years and current financial year (i.e., 2016-17, 2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23, 2023-24, 2024-25, 2025-26 and current year (2026-27) up to the date of tender opening). Time duration mentioned in all of above eligibility criteria conditions clause 1 & 2 shall be reckoned from the date of opening of techno commercial bid of tender.
- 4) Relaxation of norms for prior experience/ turnover for Startups and Micro & Small Enterprises- This work is related to assessment of health of Indian Railway track through measurement and analysis of accelerations and hence is critical for safety of track and safe train operations. This involves expertise in execution of similar type of work and past experience for successful execution. Thus the relaxation of norms for prior experience shall not be applicable. The relaxation of turnover only will be admissible to Startups and Micro & Small Enterprises as per Ministry of Micro, Small & Medium Enterprise's letter no.1(2)(1)/2016-MA dated 10.03.2016 & Ministry of Finance's letter No.F.20/2/2014-PPD(Pt.) dated 20.09.2016