

BLW

BLW HQ-STORES
Banaras Locomotive Works,
Varanasi, 221004
Uttar Pradesh, India

Letter No. BLW HQ-STORES / 09251203 / 1357173

Dated: 02/04/2026

M/s KERNEX MICROSYSTEMS INDIA LIMITED

Plot no. 38 to 41, TSIIC layout, Hardware Park
Imarat Kanch, Raviryal Village
Hyderabad- 501510
Andhra Pradesh, India

Sub: Counter Offer

- Ref:**
- 1. This office Tender No.09251203 closing date 23-02-2026 15:00 for Supply, Installation, Testing and Commissioning of On-board KAVACH equipment as per RDSO Spec no. RDSO/SPN/196/2020, Ver 4.0 or latest along with Warranty and Long Term Annual Maintenance**
 - 2. Your Bid Id 19685498 dated 2026-02-23 13:58:22.0**

Your offer under reference has been considered by the competent authority, and it has been decided to counter offer rates and other terms & conditions as under:-

Rate Details

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| 29614170 [Goods, SUPPLY,INSTALLATION TESTING AND COMMISSIONING OF ON-BOARD KAVACH EQUIPMENT AS PER RDSO SPEC. NO. RDSO/SPN/196/2020, VER 4.0 OR LATEST. THE SCOPE OF SUPPLY WILL ALSO INCLUDE. COMPLETE WIRING, HARNESSING,CABLING AND CONNECTION WITH LOCO KAVACH SYSTEM .The warranty period of the On Board Kavach equipment will be 60 months after the date of delivery or 48 months from the date of issue of Completion Cetificate whichever is earlier. BLW PL NO. 29614170 specn: RDSO/SPN/196/2020, VER 4.0 OR LATEST] | | Regular |
| U-VAM Ref. Item Id : Item ID: 3100234 , KAVACH -The Indian Railway Automatic Train Protection System (FRS) Sub Item ID: 3100234003 , Onboard KAVACH | | |
| Basic Rate- Rs.6634000.00, Uncond. Discount- 0.00%, Pkg Charges- Rs.0.00, Oth Chrg-I (Installation Charges)- Rs.260500.00, Forwarding- Rs.0.00 | | |
| General Stores Depot, BLW | 112.00 Set | GST- GST Extra 18.00%, Freight Charges- Rs.0.00 |
| Purchase Value | Rs. 911177120.00 | |

Delivery Period

| Description | Qty. | Delivery / Completion | Rate of Supply |
|---|------|---|----------------|
| Item Code : 29614170 [Item Desc. - SUPPLY,INSTALLATION TESTING AND COMMISSIONING OF ON-BOARD KAVACH EQUIPMENT AS PER RDSO SPEC. NO. RDS] | | | |
| General Stores Depot, BLW [Row 1] | 12 | Commencement : Within 1 Days of issue of Contract, Completion : On or Before 15/05/2026 | |
| General Stores Depot, BLW [Row 2] | 12 | Commencement : On or After 01/05/2026, Completion : On or Before 15/06/2026 | |
| General Stores Depot, BLW [Row 3] | 12 | Commencement : On or After 01/06/2026, Completion : On or Before 15/07/2026 | |
| General Stores Depot, BLW [Row 4] | 12 | Commencement : On or After 01/07/2026, Completion : On or Before 15/08/2026 | |
| General Stores Depot, BLW [Row 5] | 12 | Commencement : On or After 01/08/2026, Completion : On or Before 15/09/2026 | |
| General Stores Depot, BLW [Row 6] | 12 | Commencement : On or After 01/09/2026, Completion : On or Before 15/10/2026 | |
| General Stores Depot, BLW [Row 7] | 12 | Commencement : On or After 01/10/2026, Completion : On or Before 15/11/2026 | |
| General Stores Depot, BLW [Row 8] | 12 | Commencement : On or After 01/11/2026, Completion : On or Before 15/12/2026 | |
| General Stores Depot, BLW [Row 9] | 12 | Commencement : On or After 01/12/2026, Completion : On or Before | |

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| | | 15/01/2027 | |
| General Stores Depot, BLW [Row 10] | 4 | Commencement : On or After 01/01/2027, Completion : On or Before 15/02/2027 | |

Inspection

| Item Code | Inspection Agency |
|-----------|-------------------|
| 29614170 | RDSO-QA |

Warranty Period

| Item Code | Warranty Period |
|-----------|--------------------------------------|
| 29614170 | 60 Months after the date of delivery |

Other Terms & Conditions

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| F.O.R. | Destination |
| Payment Terms | 100% payment shall be made only after successful installation, testing and commissioning of system on locomotive. To claim 100% payment, Firm shall submit Consignee's Receipt Note and Loco-wise Commissioning Report issued by the Consignee Depot for the supplied lot, after receipt of Commissioning details from BLW's shop. Loco-wise commissioning report will be submitted for complete quantity of a given Receipt Note in Format-A attached. |
| Security Money | The firm has to submit an amount @ 5% of contract value subject to maximum ceiling limit as mentioned in BLW Bid Document Para-1.22 (to be read with Corrigendum-2 dated 23-05-23) towards Security Deposit within 21 days from the date of communication of acceptance of their offer. Security Deposit shall remain valid for a period of 60 days beyond the Warranty Period. Accordingly, the firm is required to submit a Security Deposit amount of Rs. 1 Crore. |
| Mode of Despatch | By road at firm's own, risk & arrangement |
| Comm. Report | A Commissioning report for each supplied Kavach Equipment will be made by the Firm duly authenticated by the Authorized Officer of BLW's shop. A copy of this report will be submitted by firm to Consignee Depot (GSD/BLW) to prepare a consolidated Loco-wise commissioning report for each Receipt Note, for the purpose of claiming payment. |
| Wiring Payment | Brake System wiring: As per Para 3.4 of Annexure-I, an amount of Rs.40,591.61 for three phase electric locomotives with E-70 Brake systems and Rs.42,673.37 for three phase electric locomotives with CCB system shall be deducted from the payment to be made to the contractor for those locos which have already been provided with Kavach wiring by IR. Therefore, before start of fitment of Kavach system, this aspect should be jointly examined by the firm's representative and BLW officials, and suitable remarks should be given in commissioning report to indicate the deduction wherever applicable. |
| Option Clause | The purchaser shall be entitled to vary the order quantity upto + 30% anytime within the delivery period (including extended delivery period) on the same terms and conditions. The increase in quantity with respect to the tender quantity can be done even at the time of ordering and the tenderer shall be bound to accept the quantity so ordered on the basis of his original offer. The purchaser shall be entitled to exercise + 30% option clause in one or more than one instalment as long as the total variation in quantity does not exceed the limit of 30% of ordered quantity. Detail as per clause No. 2.14 of BLW Tender Document Rev. Year- 2022- 23. |
| Other condition | Quantity enhancement: Purchaser reserves the option to enhance the quantity mentioned in this LoA upto 160 nos. before release of formal PO but within 60 days from the date of issue of LoA. +30% option clause will be over and above this enhanced quantity, if any. |
| Spl. condition | Part Inspection and part supply is allowed. |
| Loco / Locos | The word loco/locos mentioned anywhere is to be read as Electric Loco/Electric Locos. |
| Statutory Variation Clause | Applicable within original delivery period against documentary evidence. |
| Warranty Clause | The warranty period of the On Board Kavach equipment will be 60 months after the date of delivery or 48 months from the date of issue of Completion Certificate whichever is earlier. |
| Inspection clause | Inspection will be done by RDSO before despatch of material. |
| LTAM | Conditions for Long Term Annual Maintenance- After expiry of Warranty Period of the equipment, a contract will be concluded by Zonal Railway where the locomotives installed with KAVACH will be homed. Execution of contract for maintenance of the equipment will be monitored by concerned Zonal Railway Authority. Rate of maintenance of equipment is already mentioned in attached document of this tender. |
| Maintenance Sec. | Maintenance Security: The Contractor shall, for the performance of its obligations hereunder between the date of completion of Warranty Period and the Completion of comprehensive Maintenance Contract, provide to the Authority, an irrevocable and un-conditional guarantee from a Bank for a |

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| | sum equivalent to 5% (five percent) of the Capital Cost of On-Board equipment held with the Authority. Without prejudice to any other provision in the Contract, the security deposit for the warranty period shall be released only after the maintenance contracts for the entire fleet of On-board equipment relevant to the Contractor are in place in all concerned sheds (Refer: Para-7.3 of Annexure-I) |
| Maintenance obl. | Maintenance Obligation: During the maintenance period after completion of warranty period, the Contractor shall be paid for its Maintenance obligations @ 3% (Three percent) of the total Capital cost of On-board equipment pertaining to the fleet in holding with Authority per annum, from the date of completion of Warranty Period till completion of Maintenance as per Annexure-I. After expiry of Warranty Period of the equipment, a contract will be concluded by Zonal Railway where the locomotives installed with KAVACH will be homed. Execution of contract for maintenance of the equipment will be monitored by concerned Zonal Railway Authority. Maintenance period shall be of 11 years after completion of Warranty Period. |
| Price adjustment | Base Date of WPI for price adjustment as per Para9.2 of Annexure-I, shall be 01 (one) month prior to the tender opening date. Tender opening date is 23/02/26 |
| Payment for LTAM | For Post Warranty Period, payment for Long Term Annual Maintenance obligation will be as per clause 9.2 of document attached as Annexure-I. |
| WPC License | WPC license will be arranged by purchaser (Railways). |
| Nomination of Line | BLW will nominate a line which has no obstruction and clear path for testing KAVACH equipped loco (ref: Para- 2.1 of attached document 'Pre commissioning Check List PCCL'). |
| Other conditions | Failure and Termination - If the Contractor fails to deliver the goods or any installment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period the Purchaser may without prejudice to his other rights: (a) without prejudice to the Purchaser's right to record adverse performance of the contractor for taking appropriate administrative action, cancel the contract or a portion thereof and forfeit the security deposit. (b) Wherever Security deposit has been exempted for any reason, levy damages from the supplier, not by way of penalty, an amount equal to Security Deposit amount, as would have been applicable had he not been an exempted vendor. These damages shall be treated as recoveries outstanding against the Contractor and dealt with accordingly. (c) In case of failure by contractor to meet deliveries for any lot, Railways may cancel the contract for defaulted part by forfeiting SD commensurate to that lot. |
| Handling Warranty | Handling of Warranty and Rejections: For Warranty and Rejections kindly refer Railway Board letter No. 2022/RS(G)/779/7(3390005) dated 29/11/2022. |
| Force Majeure Cl. | Force Majeure Clause: As per IRS Conditions of Contract. |
| RDSO approval | As per the tender condition, before supply of material the OEM shall obtain the final approval from RDSO for Ver 4.0 of KAVACH system subsequent to ISA (Independent Safety Assessment) Certificate. Any delay on this account by certificate issuing authorities shall not affect the contractual delivery period. Further, since the firms can supply/install/commission the Kavach system only after the compliance of above pre-requisite conditions, the firms must intimate BLW about the date of obtaining certificate of ISA (Independent Safety Assessment) and the date of final approval from RDSO for supply of Ver 4.0 Kavach system |
| Local content | The firm is a Class-I Local supplier as per self declaration given regarding Local content, in its offer. (Declared Local Content of offered product is 90% i.e. more than 50%) . The contractor/supplier shall be required to give local content certification duly certified by statutory auditor/cost auditor of the company after issue of the purchase order and before submission of the first bill. The supplier will submit the relevant certificate to the BLW's purchase office in the prescribed proforma attached as Annexure 4.12 of BLW's tender document Rev. Year 2022-23 with corrigendum- 5 dated 12/11/2025 (Copy attached). After verification & confirmation of the local content from the above said certificate, a letter will issued by the BLW's purchase office, in form of the Modification Advice (M.A.) to the Purchase Order, duly mentioning the Class of the vendor under MII policy. The above mentioned Modification Advice shall be attached by the contractor/supplier along with the first bill for claiming the payment, in case the contractor/supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/Non-local or from Class-II to Non-Local, a penalty up to 10 % of the contract value may be imposed. However, contract once awarded shall not be terminated on this account. |
| Other conditions | The firm shall bear all costs associated with the successful fitment, installation, testing, and commissioning of the on-board Kavach equipment in the Electric Locomotives. |
| Other conditions | Compatibility with Brake System:- Kavach System supplied by the firm has to be compatible with other loco equipments, including Brake System. The compatibility for the first supply shall be in the ratio of 60:40 for E-70 & CCB Brake systems, respectively. Subsequent supplies should be made for each make in such a manner that Kavach System, compatible to each make remains available with BLW in the existing stock, pertaining to firm. |
| Other condition | Terms & Conditions contained in Annexure-I and its addendum (copy enclosed) shall override any similar existing condition in any other document of this tender unless any clause in NIT specifically mentions to override any condition of Annexure-I. |

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| Standard Governing Conditions | 1) Unless otherwise specified, this contract is governed by the conditions mentioned in BLW Tender Document (Rev. Year-2022-23) with all subsequent corrigendums (uploaded with this tender), other Documents enclosed with the tender and also by latest version of IRS Conditions of Contracts (along with all correction slips). These are attached with the Tender and also available on website https://www.ireps.gov.in . 2) In case of any variation in the terms and condition appearing in IRS Conditions of Contract and General Conditions specified in the tender documents, the latter will prevail. In case of any variation between the General Conditions and Special Conditions specified in the tender documents (NIT), the latter will prevail. |
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 **Attached Documents**

| # | Document Name | Document Description |
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| 1 | 5401009.pdf | BLW Tender Document (Rev. Year-2022-23) |
| 2 | 5665220.pdf | System Requirements Specification Part-II |
| 3 | 5401021.pdf | Corrigendum-2 dtd 23-05-23 to BLW Tender Document |
| 4 | 5665258.pdf | Corrigendum-4 dtd 09-09-24 to BLW Tender Document |
| 5 | 5401028.pdf | Railway Board letter dated 29.11.22 (Warranty). |
| 6 | 5634061.pdf | Corr.-5 & 6 dtd 12/11/25 to BLW Tender Document |
| 7 | 5633989.pdf | Pre Commissioning Check List PCCL |
| 8 | 5633965.pdf | ANNEXURE- I |
| 9 | 5604307.pdf | IRS CONDITION OF CONTRACT part-2 |
| 10 | 5634032.pdf | Functional Requirements Specification PART -I |
| 11 | 5634041.pdf | Functional Requirements Specification PART -II |
| 12 | 5634049.pdf | Functional Requirements Specification PART -III |
| 13 | 5634053.pdf | Functional Requirements Specification PART -IV |
| 14 | 5657998.pdf | Technical Specification of Cab Rooftop |
| 15 | 5658014.pdf | Technical Specification of LTE Router |
| 16 | 5665211.pdf | System Requirements Specification Part-I |
| 17 | 5603221.pdf | IRS CONDITION OF CONTRACT part-1 |
| 18 | FormatA.pdf | Format-A |

Your unconditional acceptance of this counter offer should reach this office by 04/04/2026 failing which it will be presumed that you are not interested for order and this counter offer will be treated as cancelled without any further reference to you.

ALOK AGRAWAL
PCMM
Digitally Signed
[View Signature Details](#)