

## Expression of Interest (EOI)

for

Selection of Implementation Partner from RailTel Empaneled Business Associate for exclusive PRE-BID TEAMING ARRANGEMENT for Supply, Installation, Testing, Commissioning, Support and Maintenance of “IP based CCTV Surveillance System for Police Stations, CIA offices and Police Posts in the State of Punjab”

EOI No: RCIL/NR\_RO/EOI/MKTG/CCTV/2021-22 dated 18<sup>th</sup> Feb 2022



**RailTel Corporation of India Limited**

*Under Ministry of Railways (A Government of India Undertaking)*

## EOI NOTICE

RailTel Corporation of India Limited  
6<sup>th</sup> Floor, 3<sup>rd</sup> Block, Delhi IT Park  
Shastri Park, New Delhi-110053.

EOI Notice No: EOI No: RCIL/NR\_RO/EOI/MKTG/CCTV/2021-22 Dated 18<sup>th</sup> Feb 2022

RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites EOIs from RailTel’s Empaneled Partners for the selection of suitable partner as Exclusive pre bid teaming arrangement for **Supply, Installation, Testing, Commissioning, Support and Maintenance of “IP based CCTV Surveillance System for Police Stations, CIA offices and Police Posts in the State of Punjab”**

The details are as under:

|   |   |   |
|---|---|---|
| 1 | Last date for submission of bid against EOI                   | 22-FEB-2022, 15:00 Hrs  |
| 2 | Opening of received Bids against EOI                          | 22-FEB-2022, 15:30 Hrs  |
| 3 | Number of copies to be submitted                              | One (Single Stage- Two Packet System)   |
| 4 | EOI participation fee inclusive tax ( <i>Non-refundable</i> ) | As applicable   |
| 5 | EMD for Participation   | Rs. 2,00,00,000/- (Two Crores) *<br><b><i>* Rs. 50,00,000/- (Fifty Lakhs) in form of BG / DD / Online Transfer to be submitted with bid against Eoi. However selected partner must submit the remaining amount of Rs. 15,000,000/- (One Crore Fifty Lakhs) of EMD 2 days prior to date of bid submission to PPHC failing which Rs. 5,000,000/- (Fifty Lakhs) BG shall be forfeited.</i></b> |
| 6 | Bid Submission Mode   | Online on <a href="https://railtel.enivida.com">https://railtel.enivida.com</a>   |

The EMD should be in the favor of RailTel Corporation of India Limited payable at Delhi through online bank transfer or Demand draft or Bank Guarantee. Bidders need to share the online payment transfer details like UTR No. date and Bank along with the proposal.

RailTel Bank Details for Submission of EMD / PBG: Union Bank of India, Account no. 307801010917906, IFSC Code: UBIN0530786. Demand Draft should be submitted in favour of RailTel Corporation of India Limited payable at New Delhi.

Eligible Business Associates are required to direct all communications related to this Invitation for Eoi document, through the following Nominated Point of Contact persons:

**Level 1 Contact:**

Sh. Ankur Mehta, Sr. Manager/Marketing

Email: [Ankur.mehta@railtelindia.com](mailto:Ankur.mehta@railtelindia.com)

Mobile: +91-9004444147

**Level 2 Contact:**

Sh. Abhishek Kumar, Sr. Manager/Marketing

Email: [abhishek.kumar@railtelindia.com](mailto:abhishek.kumar@railtelindia.com)

Contact: +91-9717644075

**Level 3 Contact:**

Sh. Arya Vrat Sharma, DGM/ Marketing

Email: [aryavrat@railtelindia.com](mailto:aryavrat@railtelindia.com)

Contact: +91-9717644155

**Level 4 Contact:**

Sh. Dipu Shyam, GM/ Marketing

Email: [d.shyam1998@railtelindia.com](mailto:d.shyam1998@railtelindia.com)

**Note:**

1. The EOI response is invited only from eligible **Empaneled Partners of RailTel only.**
2. All the documents must be submitted with proper indexing and page number.
3. This is an **exclusive pre-RFP partnership arrangement with empaneled business associate of RailTel for participating in the end customer RFP.** Selected partner's authorized signatory must give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to prospective organization by RailTel). This undertaking must be given with this EOIResponse.
4. **Transfer and Sub-letting:** The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present contract or any part thereof.
5. RailTel shall be the lead bidder in the consortium arrangement to participate in PPHC tender.
6. RailTel reserves the right to go with the selected partner on entire stack implementation under consortium agreement as well if the selected partner having consortium related eligibilities. As consortium partner whereas RailTel shall remain the lead partner / lead bidder to customer. In case of consortium the overall governing & management part will remain with RailTel as the lead partner / lead bidder. Accordingly, consortium agreement shall be signed with the selected partner on mutually agreed terms at a later stage.

## 1. Introduction about RailTel

**RailTel Corporation of India Limited (RailTel)**, an ISO-9001:2000 organization is a Mini Ratna Government of India undertaking under the Ministry of Railways. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to contribute to realization of goals and objective of national telecom policy 1999. RailTel is a wholly owned subsidiary of Indian Railways.

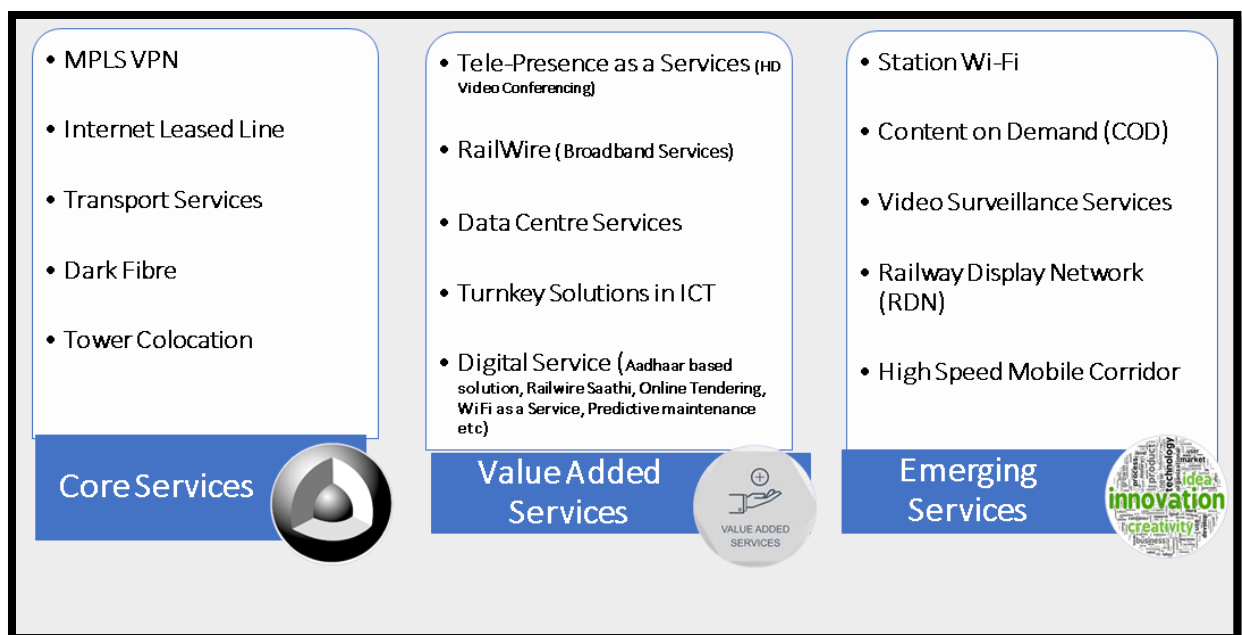
RailTel has approximately 60000 kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon and Secunderabad hosting / collocating critical applications. RailTel is also providing Telepresence as a Service (TPaaS), where a High Definition Video Conference facility bundled with required BW is provided as a Service.

For ensuring efficient administration across India, country has been divided into four regions namely, Eastern, Northern, Southern & Western each headed by Executive Director and Headquartered at Kolkata, New Delhi, Secunderabad & Mumbai respectively. These regions are further divided into territories for efficient working. RailTel has territorial offices at Guwahati, & Bhubaneswar in East, Chandigarh, Jaipur, Lucknow in North, Chennai & Bangalore in South, Bhopal, and Pune & Ahmedabad in West. Various other territorial offices across the country are proposed to be created shortly.

RailTel's business service lines can be categorized into three heads namely B2G/B2B (Business to Government and Business to Business) and B2C (Business to customers):

### Licenses & Service portfolio:

Presently, RailTel holds Infrastructure Provider -1, National Long Distance Operator, International Long Distance Operator and Internet Service Provider (Class-A) licenses under which the following services are being offered to various customers:



**a) Carrier Services**

- National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

**b) Enterprise Services**

- Managed Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
- MPLS VPN: Layer-2 & Layer-3 VPN available for granularities from 2 Mbps & above
- Dedicated Internet Bandwidth: Experience the "Always ON" internet connectivity at your fingertips in granularities 2 Mbps to several Gbps

**c) DATA CENTER Infrastructure as a Services (IaaS), Hosting as Services, Security operation Centre as a Service (SOCaaS):** RailTel has MeitY empaneled two Tier-III data centers in Gurgaon & Secunderabad. Presently RailTel is hosting critical applications of Indian Railways, Central & State government/ PSUs applications. RailTel will facilitate Government's applications / hosting services including smooth transition to secured state owned RailTel's Data Centers and Disaster Recovery Centres. RailTel also offers SOC as a Service 'SOCaaS'. In addition, RailTel offers VPN client services so that employees can seamlessly access government's intranet, applications securely from anywhere without compromising security.

- National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

**d) High-Definition Video Conference:** RailTel has unique service model of providing high definition video conference bundled with Video Conference equipment, bandwidth and FMS services to provide end to end seamless services on OPEX model connecting HQ with other critical offices. RailTel also offers application-based video conference solution for employees to be productive specially during this pandemic situation.

**e) Retail Services – RailWire:** Triple Play Broadband Services for the Masses. RailTel has unique model of delivering broadband services, wherein local entrepreneurs are engaged in delivering & maintaining broadband services and upto 66% of the total revenues earned are shared to these local entrepreneurs in the state, generating jobs and revitalizing local economies. On date RailTel is serving approx 4,00,000 subscribers on PAN Indian basis. RailTel can provide broadband service across – Government PSU or any organization's officers colonies and residences.

## 2. Project Background and Objective of EOI

RailTel intends to participate in RFP floated end Customer organization for Supply, Installation, Testing, Commissioning, Support and Maintenance of “IP based CCTV Surveillance System for Police Stations, CIA offices and Police Posts in the State of Punjab”

| S. No. | ITEM DESCRIPTION  | UNIT | QUANTITY                 |                          |                |        |
|--------|---|------|--------------------------|--------------------------|----------------|--------|
|        |   |      | POLICE STATIONS          | POLICE POSTS             | HIGHER OFFICES | TOTAL  |
| 1.     | 2MP Dome IP Camera (POE) with 128GB SD memory card  | No.  | 3914                     | 765                      | 0              | 4679   |
| 2.     | 2MP Bullet IP Camera (POE) with 128GB SD memory card  | No.  | 3459                     | 612                      | 0              | 4071   |
| 3.     | Network Video Recorder with usable storage with Raid 5 @Minimum 10 TBto support recording for 18 months (558 days). (System Integrator (SI) to give sizing and exact number of devices and specifications in tech bid with make and model. SI will have to provide minimum 5% additional storage for bookmarked video feeds/Flagged data. | No.  | To be proposed by bidder | To be proposed by bidder |                |        |
| 4.     | Portable HDD 2TB (To cater forFlagged data from NVR, to be produced as evidence in Court )  | No.  | 0                        | 0                        | 100            | 100    |
| 5.     | Client workstation with monitor Police station, Police Posts and Higher offices   | No.  | 454                      | 153                      | 35             | 642    |
| 6.     | Video Management System for viewinson demand and viewing recorded data (to cover 607 police stations and 35 remote locations)   | Lot  | 454                      | 153                      | 35             | 642    |
| 7.     | 43 Inch HD LED display  | No.  | 454                      | 153                      | 0              | 607    |
| 8.     | 8 Port Network Switch with POE(Power on Ethernet)   | No.  | 53                       | 0                        | 0              | 53     |
| 9.     | 16 Port Network Switch with POE(Power on Ethernet)  | No.  | 130                      | 153                      | <del>35</del>  | 283    |
| 10.    | 24 Port Network Switch with POE(Power on Ethernet)  | No.  | 329                      | 0                        | 0              | 329    |
| 11.    | Patch Panel and other PassiveNetwork components   | Lot  | 454                      | 153                      | 0              | 607    |
| 12.    | 15 “U” Wall Mounted Rack (CableManager PDU, Fan etc.)   | No.  | 454                      | 153                      | 0              | 607    |
| 13.    | 1KVA UPS with battery bank of7200VAH  | Each | 130                      | 153                      | 0              | 283    |
| 14.    | 2KVA UPS with battery bank of9600VAH  | Each | 151                      | 0                        | 0              | 151    |
| 15.    | 2KVA UPS with battery bank of11520VAH   | Each | 163                      | 0                        | 0              | 163    |
| 16.    | 2KVA UPS with battery bank of15360VAH   | Each | 10                       | 0                        | 0              | 10     |
| 17.    | Line Interactive UPS with Load Capacity of 360Watts / 600VA with1 no.7.2 AH Battery   | Each | 454                      | 153                      | 35             | 642    |
| 18.    | Health Management System to includeremote licensing for 454 police stations, 153 Police Posts and 35 higher offices.  | Lot  | 1                        | 01                       |                |        |
| 19.    | MIC for Audio recording and integration with CCTV Camera (External as per requirement)  | No.  | 906                      | 0                        | 0              | 906    |
| 20.    | Supply & Installation Signage Size - 2ftx 1 ft  | Each | 908                      | 306                      | 0              | 10     |
| 21.    | <b>Site preparation</b>   |      |                          |                          |                |        |
| a      | CAT 6 UTP Cable   | Mtr  | 275000                   | 50000                    | 0              | 325000 |
| b      | PVC Heavy Gauge Conduit Pipe25mm dia. (On surface)  | Mtr  | 140000                   | 25000                    | 0              | 165000 |
| c      | 4-way Sheet metal double door distribution board with 2 number singlepole MCB and One number double pole MCB  | Each | 454                      | 153                      | 0              | 607    |
| d      | Sheet metal double door distribution board -AC Plug and   | Each | 454                      | 153                      | 0              | 607    |

| S. No.   | ITEM DESCRIPTION                            | UNIT | QUANTITY        |              |                |       |
|----------|---|------|-----------------|--------------|----------------|-------|
|          |   |      | POLICE STATIONS | POLICE POSTS | HIGHER OFFICES | TOTAL |
|          | Socket TP&N with One single Pole MCB 20amp. |      |                 |              |                |       |
| <b>e</b> | 3 pin socket and switch with copperwiring   | Each | 2277            | 765          | 0              | 3042  |
| <b>f</b> | Chemical Earthing                           | Each | 454             | 153          | 0              | 607   |

RailTel invites EOIs from RailTel's Empaneled Partners for the selection of suitable consortium partner to participate in above mentioned work for the agreed scope work. The empaneled partner is expected to have excellent execution capability and good understanding customer local environment.

### 3. Scope of Work

The scope of work will be as mentioned in the end Customer organization RFP for **Supply, Installation, Testing, Commissioning, Support and Maintenance of "IP based CCTV Surveillance System for Police Stations, CIA offices and Police Posts in the State of Punjab"** Vide Ref No. 29/2021-22 dated 10.12.2021 and Ref. Tender ID: 2021\_DHA\_79149\_1 dated 14.12.2021 on the website <https://eproc.punjab.gov.in/> with latest amendment/ Corrigendum/ Clarifications.

The broad scope of work is provided below for reference: -

The above scope of work is indicative and the detailed scope of work is given in the end customer tender documents with latest amendments and clarifications.

In case of any discrepancy or ambiguity in any clause / specification pertaining to scope of work area, the RFP released by end customer organization shall supersede and will be considered sacrosanct. (All associated clarifications, response to queries, revisions, addendum and corrigendum, associated prime service agreement (PSA)/MSA/SLA also included.)

**Special Note:** RailTel may retain some portion of the work mentioned in the end organization RFP, where RailTel has competence so that overall proposal becomes most winnable proposal.

### 4. Response to EOI Guidelines

#### 4.1 Language of Proposals

The proposal and all correspondence and documents shall be written in English in soft copy through email.

#### 4.2 RailTel's Right to Accept/Reject responses

RailTel reserves the right to accept or reject any response and annul the bidding process or even reject all responses at any time prior to selecting the partner, without thereby incurring any liability to the affected bidder or Business Associate or without any obligation to inform the affected bidder or bidders about the grounds for RailTel's action.

#### 4.3 EOI response Document

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Submission of bids, not substantially responsive to the bidding document in every aspect will be at the bidder's risk and may result in rejection of its bid without any further reference to the bidder.

All pages of the documents shall be signed by the bidder including the closing page in token of his having studied

the EOI document and should be submitted along with the bid.

#### 4.4 Period of Validity of bids and Bid Currency

Bids shall remain valid for a period of 180 days from the date LOI issued by the end Customer organization for which bid is going to be submitted.

#### 4.5 Bidding Process

The bidding process as defined in para 4.10 & 6.

#### 4.6 Bid Earnest Money (EMD)

**4.6.1** The Business Associate shall furnish a sum as given in EOI Notice via online transfer or in form of Bank Guarantee from any scheduled bank in India in favour of "RailTel Corporation of India Limited" along with the offer. This will be called as **EOI EMD. Validity of EOI EMD in form of BG shall be 3 months beyond the last date of validity of opening of bid by PPHC.**

**4.6.2** Offers not accompanied with valid Earnest Money Deposit shall be summarily rejected.

**4.6.3** In case of Business Associate's offer is selected for bidding, a BA has to furnish Earnest Money Deposit (for balance amount as mentioned in the customer's Bid as and if applicable) for the bid to RailTel. The selected Business Associate shall have to submit a Bank Guarantee against EMD in proportion to the quoted value/scope of work to RailTel before submission of bid to end customer as and if applicable.

**4.6.4 Return of EMD for unsuccessful Business Associates:** EOI EMD of the unsuccessful Business Associate shall be returned without interest after completion of EOI process.

**4.6.5 Return of EMD for successful Business Associate:** EOI-EMD & Earnest Money Deposit (balance proportionate EMD) if applicable and Integrity Pact BG of the successful bidder will be discharged / returned as promptly as possible after the receipt of RailTel's EMD/BG from the Customer and or on receipt of Security Deposit Performance Bank Guarantee as applicable (clause no. 4.7) from BA whichever is later.

**4.6.6 Forfeiture of EOI EMD or EOI EMD & EMD (balance proportionate EMD) and or Penal action as per EMD Declaration:**

**4.6.6.1** The EOI EMD may be forfeited and or penal action shall be initiated if a Business Associate withdraws his offer or modifies the terms and conditions of the offer during validity period.

**4.6.6.2** In case of non-submission of SD/PBG (as per clause no. 4.7) lead to forfeiture of EOI EMD, EMD (balance proportionate EMD) if applicable and Integrity Pact BG and or suitable action as prescribed in the EMD Declaration shall be initiated as applicable.

#### 4.7 Security Deposit / Performance Bank Guarantee (PBG)

**4.7.1** In case the RCIL bid to PPHC is successful, the PBG of requisite amount proportionate (as per PPHC) to the agreed scope of the work will have to be submitted to RailTel.

**4.7.2** As per work share arrangements agreed between RailTel and Business Associate the PBG will be proportionately decided and submitted by the selected Business Associate.

#### 4.8 Last date & time for Submission of EOI response

EOI response must be submitted to RailTel at the email address specified in the preamble not later than the specified date and time mentioned in the preamble.

#### 4.9 Modification and/or Withdrawal of EOI response

EOI response once submitted will be treated, as final and no modification will be permitted except with the consent of the RailTel. No Business Associate shall be allowed to withdraw the response after the last date and time for submission. The successful Business Associate will not be allowed to withdraw or back out from the response

commitments. In case of withdrawal or back out by the successful business associate, the Earnest Money Deposit shall be forfeited and all interests/claims of such Business Associate shall be deemed as foreclosed.

#### 4.10 Details of Financial bid for the above referred tender

As per PPHC RFP and soft copy prepared.

The final bid for the PPHC tender will be prepared jointly by RCIL with the selected Business Associate so that the optimal bid can be put with a good chance of winning the Tender.

#### 4.11 Clarification of EOI Response

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the Business Associate for clarification. The response should be in writing and no change in the price or substance of the EOI response shall be sought, offered or permitted.

#### 4.12 Period of Association/Validity of Agreement

RailTel will enter into a pre-bid agreement with selected bidder with detailed Terms and conditions.

### 5. Eligibility Criteria for Bidding Business Partner of RailTel

| S. No. | Particulars   | Criteria for Tender Package<br>(Mandatory Compliance & Document Submission)   |
|--------|---|---|
| A)     | <b>Financial Conditions</b>   |   |
| i)     | BA should be registered under Companies Act, 1956 or Companies Act 2013 or as amended and should have at least 3 years of operations in India as on bid submission date. The bidder should have been in operation in the IT / ITes / Telecom / CCTV domain for at least 7 years as on date of submission. | <ol style="list-style-type: none"> <li>1. Certificate of Incorporation</li> <li>2. GST Registration</li> <li>3. PAN Card</li> <li>4. Documentary evidence in the form of Order/Agreement/ MOU etc.</li> <li>5. ITR return till 31<sup>st</sup> March 2021</li> <li>6. Valid EPF / ESI Certificates</li> </ol> |
| ii)    | The average annual turnover of the System Integrator (SI) for the last three financial years ending 31st March 2021, shall be minimum 50 Cr.  | Turnover Certificate issued by the Chartered Accountant. Certificate should contain UDIN no. issued by ICAI and Audited Balance Sheets. In format of Appendix-4.  |
| iii)   | The Net Worth of the Sole / Lead bidder shall be positive for each of the last 3 audited financial years.   | Audited balance sheet and CA certificate for net worth calculation based on audited accounts as per Appendix-4  |
| B)     | <b>Technical Conditions</b>   |   |

| S. No. | Particulars  | Criteria for Tender Package<br>(Mandatory Compliance & Document Submission)   |
|--------|--|---|
| iv)    | Business Associate should have executed / executing any project for IT / ITeS / Telecom / CCTV   | Documentary evidence such as Certificate from Customer for satisfactory services / supply / Payments along with Customer's purchase orders/ work orders etc. for completed / ongoing project.   |
| v)     | BA should have credential of executing similar projects, (IT / ITeS / Telecom / CCTV), for the following value, in last 7 years:<br>1. At least 5 projects completed in IT/ ITeS / Telecom / CCTV services.<br>2. At least one project of value 5 Crores should have been completed. | Documentary evidence such as Certificate from Customer for satisfactory services/supply along with Customer's purchase orders/ work orders etc of completed / ongoing project mentioning the completed value of the project.<br><b>Note:</b> <u>In case of ongoing project that value of completed work shall be considered as project value.</u> |
| vi)    | The BA shall have at least 30 technical personnel on its payroll. <b><u>BA need to furnish list of technical personnel as per Appendix – 1.</u></b>  | Undertaking from authorized signatory or HR Head of the Company on its letter head (Appendix-1).  |
| vii)   | BA should have a local office at Chandigarh / District SAS Nagar / Panchkula / Mohali / Punjab. However, if the BA is not present locally, a local office needs to be established within one month of award of the contract.   | I. Copy of ownership document / Rent Agreement for all offices in India.<br>II. An undertaking signed by authorized signatory of bidder stating the local office will be established within one month from the issue of LOA date incase there is no local presence as per Appendix-2.   |
| viii)  | BA needs to have a valid EPFO / ESIC certificates  | Copy of EPFO / ESIC registration certificates needs to be furnished.  |
| ix)    | Bidder should have a valid GST registration in Chandigarh, Punjab & Delhi.   | Copy of GST certificate needs to be furnished   |
| x)     | Compliance to Orders / Instructions regarding Restrictions under rule 144(xi) of the General Financial Rule (GFRs) 2017 issued by Govt. of India, Ministry of Finance Department. Declaration should be <b>submitted</b> on letter head in this regard.                              | Undertaking on letter head needs to be furnished for compliance to Orders / Instructions regarding Restrictions under rule 144(xi) of the General Financial Rule (GFRs) 2017 issued by Govt. of India, Ministry of Finance Department as per (Appendix -3).   |
| xi)    | Document form proposed OEM:<br><br>a. Manufacturer Authorization Form (MAF)<br>b. No Malicious code certificates<br>c. Warranty Certificate  | BA has to submit the detail for SOR items as proposed w.r.t EOI<br>a. MAF as per the form no. 9 of the PPHC RFP in favour of RailTel.<br>b. No Malicious code certificate for each SOR item<br>c. Undertaking for providing back-to-back OEM support as per the PPHC propforma<br>d. Country of origin certificate for each SOR item.             |

| S. No. | Particulars                          | Criteria for Tender Package<br>(Mandatory Compliance & Document Submission)  |
|--------|--------------------------------------|--|
| C)     | Annexures                            |  |
| viii)  | Annexure 1                           | <b>Covering Letter:</b> Self-certification duly signed by authorized signatory on company letter head.   |
| ix)    | Annexure 2                           | The Bidder should agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted. <b><u>Self-certification duly signed by authorized signatory on company letter head.</u></b>  |
| x)     | Annexure 3                           | An undertaking signed by the Authorized Signatory of the company to be provided on letter head. The Bidder should not have been blacklisted/debarred by any Governmental/Non-Governmental Organization in India as on bid submission date. |
| xi)    | Annexure-4                           | Format for Affidavit to be uploaded by BA along with the tender documents.   |
| xii)   | Annexure-5                           | Non-disclosure agreement with RailTel.   |
| xiii)  | Power of Attorney                    | Power of Attorney and Board Resolution in favour of one of its employees who will sign the Bid Documents.  |
| xiv)   | Additional Documents to be Submitted | Technical Proposal with overview of the project with strength of the Partner.  |
| D)     | Annexure- 6 (Financial Bid)          | As per PPHC financial bid.   |

## 6. Bidder's Profile

The bidder shall provide the information in the below table:

| S. No. | ITEM  | Details |
|--------|---|---------|
| 1.     | Full name of bidder's firm  |         |
| 2.     | Full address, telephone numbers, fax numbers, and email address of the primary office of the organization / main / head / corporate office  |         |
| 3.     | Name, designation and full address of the Chief Executive Officer of the bidder's organization as a whole, including contact numbers and emailAddress   |         |
| 4.     | Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender   |         |
| 5.     | Name, designation and full address of the person dealing with the tender to whom all reference shall be made regarding the tender enquiry. His / her telephone, mobile, Fax and email address |         |

|    |  |  |
|----|--|--|
| 6. | Bank Details (Bank Branch Name, IFSC Code, Account number) |  |
| 7. | GST Registration number                                    |  |

## 7. Evaluation Criteria

7.1 The Business Associates are first evaluated based on the Eligibility Criteria per clause 5 above.

7.2 The Business Associate whoever fulfills the Eligibility criteria of Bidding as per clause 5 above will be further evaluated based on Technical Evaluation as per Annexure -A.

7.3 The financial bid of BA who secure 60 and above marks in Annexure A, may be opened only. The Price bid of others who securing less marks in technical evaluation as per annexure “A” will not be opened.

7.4 Further the opening of the price bid of technically qualified bidder may be evaluated as follows:-

| S. No. | Bidder No. | Lowest Price position(LPP) | Marks | Weightage in total evaluation as per citation at appendix 9 |
|--------|------------|----------------------------|-------|---|
| 1      | Bn         | LPP1                       | 100   | 40%   |
| 2      | Bn         | LPP2                       | 80    | 40%   |
| 3      | Bn         | LPP3                       | 60    | 40%   |
| 4      | Bn         | LPP4                       | 60    | 40%   |

n denotes positional number of bidder during opening of the bid at the time of envida.

7.5 The final evaluation criteria citation is enclosed at Appendix 9

7.6 The Business Associate securing highest score as per Evaluation Criteria mentioned at 7.5 will be selected for exclusive pre-bid arrangement for optimizing technical and commercial solution so that most winnable solution is submitted to end customer.

7.7 In case if there are two or more Business Associate meeting eligibility criteria and securing equal marks in the evaluation criteria of 7.5 above, then BA who has secured the highest scoring in technical evaluation annexure “A” will have to match the lowest price among both BA’s for considering the best technically qualified BA with lowest possible price bid.

7.8 RailTel reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/ information is complete in all respects and the decision of the evaluation committee shall be final. RailTel may at its discretion assign lead factor to the Business associate as per RailTel policy for shortlisting partner against this EOI.

7.9 All General requirement mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.

7.10 A bidder who claims that its offered products benefit from Make India Policy shall submit the forms/affidavits/certificates as prescribed by PPP-MII order and subsequent notifications/orders from Nodal Ministries (As per the revised “Public Procurement (Preference to Make in India), Order 2017”, circulated by the Department of Promotion of Industry and Internal trade (DPIIT), Ministry of Commerce & Industry, Govt. Of India vide Order No. P-45021/2/2017-PP (BE II) dated 04.06.2020 and revised order dated 16.09.2020 will be applicable). Benefits of Make India products in the technical evaluation shall be as per above mentioned policy.

7.11 Bidder may be asked to give presentation/ demonstration of proposed solution if asked by PPHC/ RailTel.

7.12 There should not be any ongoing or past, arbitration case(s) between RailTel and Applicant on the last date of submission of EOI. Self-Declaration is to be submitted in this regard as per Appendix-

5.

7.13 All terms & Conditions of PPHC RFP will be applicable on back to back basis under this EOI on selected BA.

7.14 The BA shall submit a declaration/undertaking regarding their compliance with GOI Ministry of Finance OM No. F. No. 6/18/2019-PPD, dated 23-07-2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. Undertaking on the bidder's Letter Head duly Signed and stamped by the Authorized Signatory

## **8. Payment terms**

8.1 RailTel shall make payment to selected Business Associate after receiving payment from Customer for the agreed scope of work. In case of any penalty or deduction made by customer for the portion of work to be done by BA, same amount shall be passed on to Business Associate.

8.2 All payments by RailTel to the Partner will be made after the receipt of payment by RailTel from end Customer organization on back-to back basis post deduction of RailTel's share and govt. terms & levies. And in no case any advance payment shall be made by RailTel to selected BA.

## **9. SLA**

The selected bidder will be required to adhere to the SLA matrix as defined in the end Customer organization tender for his scope of work and the SLA breach penalty will be applicable proportionately on the selected bidder, as specified in the end Customer organization Tender. The SLA scoring and penalty deduction mechanism for in-scope of work area shall be followed as specified in the Tender. All associated clarifications, responses to queries, revisions, addendum and corrigendum, associated Prime Services Agreement (PSA)/ MSA/ SLA also included.

Any deduction by Customer from RailTel payments on account of SLA breach which is attributable to Partner will be passed on to the Partner proportionately based on its scope of work in case on consortium and in case of back-to-back arrangement the SLA will be charged on the selected partner on actual basis i.e., the amount of SLA penalty charged on RailTel by PPHC will be same as SLA penalty charged by RailTel on the selected partner.

## **10. Dispute Settlement**

In case of any dispute, Standard dispute settlement clause in RailTel's Tenders which have been drawn from General Condition of Contracts/MOR may be adopted.

## **11. Governing Laws**

The contract shall be interpreted in accordance with the laws of India. The courts New Delhi shall have exclusive jurisdiction to entertain and try all matters arising out of this contract.

## **12. Statutory Compliance**

During the tenure of this Contract nothing shall be done by selected BA in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof and shall keep RailTel indemnified in this regard.

The selected BA shall comply and ensure strict compliance by his/her employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify RailTel or Applicant or PPHC from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims

against RailTel or Its Customer under Employees Compensation Act, 1923, The Employees Provident Fund and Miscellaneous Provisions Act, 1952, The Contract Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, Shop and Establishment Act and Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising there from and/or related thereto.

- 13.** The bidder must abide by clauses mentioned in Pre-Bid Agreement as per Appendix-6. Bidder need to submit a blank signed copy of Pre-Bid Agreement as a token of acceptance of all clauses along with the bid. It is a mandatory document failing which bid may be liable to be rejected.
- 14.** PBG needs to be submitted for the awarded work by selected partner as per terms & conditions of PPHC.

**Note:** Depending on RailTel's business strategy RailTel may choose to work with Partner who is most likely to support in submitting a winning bid.

## Annexure-A

All eligible empaneled business partners who fulfil the minimum eligibility conditions of the EOI shall be further evaluated on a total score of 100. The evaluation matrix consisting of the following parameters for each indicated vertical:

### A) Evaluation Criteria: (100 Marks)

| S. No | Criteria / Category                           | Evaluation Criteria Details   | Max Marks | Required Supporting Documents   |
|-------|---|---|-----------|---|
| 1     | Turnover / Bidders Profile                    | <p>Cumulative annual turnover from the BA over the last three financial years. Marks shall be allotted as given below:</p> <ul style="list-style-type: none"> <li>• 10 lacs to 5 Crores. 6 Marks</li> <li>• 5 Crores to 10 Crores. 10 Marks</li> <li>• 10 Crores to 20 Crores. 14 Marks</li> <li>• 20 Crores to 40 Crores. 18 Marks</li> <li>• 40 Crores to 80 Crores. 22 Marks</li> <li>• 80 Crores to 160 Crores. 26 Marks</li> <li>• &gt;160 Crores. 30 Marks</li> </ul>   | 30        | Copy of Annual report / Certificate from the Statutory Auditor/CA on turnover details over the last three (3) financial years |
| 2     | Work Experience/ Project handling Experience. | <p>The Partner should have executed/Executing IT / Telecom / ITeS / CCTV Turnkey project for Indian State / Central Govt.</p> <p>Marks shall be allotted as given below:</p> <ul style="list-style-type: none"> <li>• 1 Cr to 5 Cr. - 5 Marks</li> <li>• 5 Cr to 10 Cr. - 10 Marks</li> <li>• 10 Cr to 20 Cr. - 15 Marks</li> <li>• 20 Cr to 40 Cr. - 20 Marks</li> <li>• 40 Cr to 80 Cr. - 25 Marks</li> <li>• 80 Cr to 160 Cr. - 30 Marks</li> </ul> <p>In case of ongoing project that value of completed work shall be considered as project value.</p> | 30        | Purchase Order / Agreement copy and completion certificate from customer.   |

| S. No | Criteria / Category           | Evaluation Criteria Details  | Max Marks | Required Supporting Documents   |
|-------|-------------------------------|--|-----------|---|
| 3     | Work Experience               | <p>The Partner should have executed/Executing (IT / Telecom / ITeS / CCTV) projects/Orders for Indian State / Central Government.</p> <p>Marks shall be allotted as given below:</p> <ul style="list-style-type: none"> <li>• 1 to 4 Projects - 5 marks</li> <li>• 5 to 8 Projects - 10 marks</li> <li>• 9 to 12 Projects - 15 marks</li> </ul> <p>In case of ongoing project that value of completed work shall be considered as project value.</p> | 15        | Purchase Order / Agreement copy and completion certificate from customer.   |
| 4     | Technical Manpower            | <p>Technical Manpower on Company roles:</p> <ul style="list-style-type: none"> <li>• 70 and above - 15 Marks</li> <li>• 50 to 69 - 10 Marks</li> <li>• 30 to 49 - 5 Marks</li> </ul>   | 15        | Self-Certification from authorized /HR Head of the organization.  |
| 5     | User Specific Work Experience | <p>bidder has successfully completed work for Defence/ Police / Para-military for minimum Rs. 1 Cr.</p> <ul style="list-style-type: none"> <li>• 0-1 Project – 2 Marks</li> <li>• 2-4 Projects – 5 Marks</li> </ul>  | 5         | <p>Work order copy along with completion certificate.</p> <p>In case of Big project more than 500 Cr. partially completed may also be considered, same may be completed minimum 60% of the value of order. Relevant certificate may be submitted.</p> |
| 6     | State specific work           | Any IT / ITeS / Telecom / CCTV Surveillance work in state of Punjab/ Haryana/ J&K  | 5         | Work order and completion certificate from client.  |

**Annexure 1: Format for COVERING LETTER**

**COVERING LETTER (To be on company letter head)**

Eol Reference No: RCIL/NR\_RO/EOI/MKTG/CCTV/2021-22 dated 18 Feb 2022

To,  
RailTel Corporation of India Limited  
6<sup>th</sup> Floor, 3<sup>rd</sup> Block, Delhi IT Park  
Shastri Park, New Delhi-110053

Dear Sir,

SUB: Participation in the Eol process

Having examined the Invitation for Eol document bearing the reference number RCIL/NR\_RO/EOI/MKTG/EB/CCTV/2021-22 dated \_\_\_\_ Feb 2022 released by your esteemed organization, we, undersigned, hereby acknowledge the receipt of the same and offer to participate in conformity with the said Invitation for Eol document.

If our application is accepted, we undertake to abide by all the terms and conditions mentioned in the said Invitation for Eol document.

We hereby declare that all the information and supporting documents furnished as a part of our response to the said Invitation for Eol document, are true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our Eol is liable to be rejected.

We hereby Submit EMD amount of Rs. \_\_\_\_\_ issued vide \_\_\_\_\_ from Bank \_\_\_\_\_.

Authorized Signatory

Name

Designation

## Annexure 2: Format for Self-Certificate & Undertaking

### Self-Certificate (To be on company letter head)

Eol Reference No:

Date:

To,  
RailTel Corporation of India Limited  
6<sup>th</sup> Floor, 3<sup>rd</sup> Block, Delhi IT Park  
Shastri Park, New Delhi-110053

Dear Sir,

#### **Sub: Self Certificate for Tender, Technical & other compliances**

- 1) Having examined the technical specifications mentioned in this EOI & end customer tender, we hereby confirm that we meet all specification.
- 2) We \_\_\_\_\_ agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted (except pricing, termination & risk purchase rights of the RailTel). We understand and agree that RailTel shall release the payment to selected BA after the receipt of corresponding payment from end customer by RailTel. Further we understand that in case selected BA fails to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected BA.
- 3) We agree to abide by all the technical, commercial & financial conditions of the end customer's RFP for the agreed scope of work for which this EOI is submitted.
- 4) We hereby agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP. We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned end customer's RFP.
- 5) We also undertake to submit MAF and other documents required in the end Customer organization tender in favour of RailTel against the proposed products.
- 6) We hereby certify that any services, equipment and materials to be supplied are produced in eligible source country complying with OM/F. No. 6/18/2019 dated 23rd July 2020 issued by DoE, MoF.
- 7) We hereby undertake to work with RailTel as per end customer's RFP terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Criteria as required in the end customer's RFP terms and conditions like technical certificates, OEM compliance documents.
- 8) We understand and agree that RailTel is intending to select a BA who is willing to accept all terms & conditions of end customer organization's RFP for the agreed scope of work. RailTel will strategies to retain scope of work where RailTel has competence.
- 9) We hereby agree to submit that in case of being selected by RailTel as BA for the proposed project (for which EOI is submitted), we will submit all the forms, appendix, relevant documents etc. to RailTel that is required and desired by end Customer well before the bid submission date by end customer and as and when required.

10) We hereby undertake to sign Pre-Bid Agreement, Pre-Contract Integrity Pact and Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 100/- in the prescribed Format.

Authorized Signatory

Name:

Designation:

### Annexure 3: Undertaking for not Being Blacklisted / Debarred

<On Company Letter Head>

To,  
RailTel Corporation of India Limited  
6<sup>th</sup> Floor, 3<sup>rd</sup> Block, Delhi IT Park  
Shastri Park, New Delhi-110053

Subject: **Undertaking for not Being Blacklisted/Debarred**

We, \_\_\_\_\_ (*company name*) having its registered office at  
\_\_\_\_\_ (*address*) hereby declare that that the Company has not  
been blacklisted / debarred by any Government / Non-Government organization in India for past 3 Years as on bid  
submission date.

Date:

Place:

Authorized Signatory's Signature:

Authorized Signatory's Name

Designation:

Bidder's Company Seal:

#### Annexure 4: Format of Affidavit

##### FORMAT FOR AFFIDAVIT TO BE UPLOADED BY BA ALONGWITH THE EOI DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-.The paper has to be in the name of the BA) \*\*

I \_\_\_\_\_ (Name and designation)\*\* appointed as the attorney / authorized signatory of the BA (including its constituents), M/s \_\_\_\_\_ (hereinafter called the BA) for the purpose of the EOI documents for the work of \_\_\_\_\_ as per the EOI No. \_\_\_\_\_ of (RailTel Corporation of India Limited), do hereby solemnly affirm and state on the behalf of the BA including its constituents as under:

1. I/we the BA (s), am/are signing this document after carefully reading the contents.
2. I/we the BA(s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the EOI documents from RailTel website [www.railtelindia.com](http://www.railtelindia.com). I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the EOI document. In case of any discrepancy noticed at any stage i.e. evaluation of EOI, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credential submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the EOI by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.

7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of EOI, it shall lead to forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the BA)\*\*\_\_\_\_\_and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.
- 8 I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT

SEAL AND SIGNATURE OF THE BA

#### VERIFICATION

I/We above named EOI do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE  
OF THE BA

Place:

Dated:

\*\*The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled suitably by BA. Attestation before Magistrate/Notary Public.

## Annexure-5: Non-Disclosure Agreement (NDA) Format

### NON-DISCLOSURE AGREEMENT

*(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-.The paper has to be in the name of the BA) \*\**

This Non-Disclosure Agreement (this “**Agreement**”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2021 (the “**Effective Date**”) at \_\_\_\_\_.

By and between

**RailTel Corporation of India Limited, (CIN: L64202DL2000GOI107905)**, a Public Sector Undertaking under Ministry of Railways, Govt. of India, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower -2, East Kidwai Nagar, New Delhi-110023, (hereinafter referred to as '**RailTel**'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of the ONE PART,

And

\_\_\_\_\_, (CIN: \_\_\_\_\_), a company duly incorporated under the provisions of Companies Act, \_\_\_\_\_, having its registered office at \_\_\_\_\_, (hereinafter referred to as '\_\_\_\_\_'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of OTHER PART RailTel and \_\_\_\_\_ shall be individually referred to as “Party” and jointly as “Parties” WHEREAS, RailTel and \_\_\_\_\_, each possesses confidential and proprietary information related to its business activities, including, but not limited to, that information designated as confidential or proprietary under Section 2 of this Agreement, as well as technical and non-technical information, patents, copyrights, trade secrets, know-how, financial data, design details and specifications, engineering, business and marketing strategies and plans, forecasts or plans, pricing strategies, formulas, procurement requirements, vendor and customer lists, inventions, techniques, sketches, drawings, models, processes, apparatus, equipment, algorithms, software programs, software source documents, product designs and the like, and third party confidential information (collectively, the “**Information**”);

WHEREAS, the Parties have initiated discussions regarding a possible business relationship for \_\_\_\_\_.

WHEREAS, each Party accordingly desires to disclose certain Information (each Party, in such disclosing capacity, the “**Disclosing Party**”) to the other Party (each Party, in such receiving capacity, the “**Receiving Party**”) subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the receipt of certain Information, and the mutual promises made in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

#### **1. Permitted Use.**

- (a) Receiving Party shall:
  - (i) hold all Information received from Disclosing Party in confidence;
  - (ii) use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and
  - (iii) restrict disclosure of such Information to those of Receiving Party's officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the "Representatives") who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.
- (b) The restrictions on Receiving Party's use and disclosure of Information as set forth above shall not apply to any Information that Receiving Party can demonstrate:
  - (i) is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party;
  - (ii) at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B) known to Receiving Party;
  - (iii) is approved for release by written authorization of Disclosing Party; or
  - (iv) is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.
- (c) Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorised disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.

**2. Designation.**

- (a) Information shall be deemed confidential and proprietary and subject to the restrictions of this Agreement if, when provided in:
  - (i) written or other tangible form, such Information is clearly marked as proprietary or confidential when disclosed to Receiving Party; or
  - (ii) oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.

**3. Cooperation.** Receiving Party will immediately give notice to Disclosing Party of any unauthorized use or disclosure of the Information of Disclosing Party.

**4. Ownership of Information.** All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby. Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Information.

5. **No Obligation.** Neither this Agreement nor the disclosure or receipt of Information hereunder shall be construed as creating any obligation of a Party to furnish Information to the other Party or to enter into any agreement, venture or relationship with the other Party.

6. **Return or Destruction of Information.**

- (a) All Information shall remain the sole property of Disclosing Party and all materials containing any such Information (including all copies made by Receiving Party) and its Representatives shall be returned or destroyed by Receiving Party immediately upon the earlier of:
  - (i) termination of this Agreement.
  - (ii) expiration of this Agreement; or
  - (iii) Receiving Party's determination that it no longer has a need for such Information.
- (b) Upon request of Disclosing Party, Receiving Party shall certify in writing that all Information received by Receiving Party (including all copies thereof) and all materials containing such Information (including all copies thereof) have been destroyed.

7. **Injunctive Relief**

Without prejudice to any other rights or remedies that a party may have, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this Agreement, and that a party shall be entitled to seek the remedies of injunction, specific performance and/or any other equitable relief for any threatened or actual breach of this Agreement

8. **Notice.**

- (a) Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:
  - (i) by personal delivery, when delivered personally;
  - (ii) by overnight courier, upon written verification of receipt; or
  - (iii) by certified or registered mail with return receipt requested, upon verification of receipt.
- (b) Notice shall be sent to the following addresses or such other address as either Party specifies in writing.

**RailTel Corporation of India limited:**

Attn: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

9. **Term, Termination and Survivability.**

- (a) Unless terminated earlier in accordance with the provisions of this agreement, this Agreement shall be in full force and effect for a period of \_\_\_\_\_ years from the effective date hereof.
  - (b) Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other party not less than 30 days' written notice of such termination.
  - (c) Notwithstanding the foregoing clause 9(a) and 9 (b) , Receiving Party agrees that its obligations, shall:
    - a. In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and
    - b. not apply to any materials or information disclosed to it thereafter.
10. **Governing Law and Jurisdiction.** This Agreement shall be governed in all respects solely and exclusively by the laws of India without regard to its conflicts of law principles. The Parties hereto expressly consent and submit themselves to the jurisdiction of the courts of New Delhi.
11. **Counterparts.** This agreement is executed in duplicate, each of which shall be deemed to be the original and both when taken together shall be deemed to form a single agreement
12. **No Definitive Transaction.** The Parties hereto understand and agree that no contract or agreement with respect to any aspect of a potential transaction between the Parties shall be deemed to exist unless and until a definitive written agreement providing for such aspect of the transaction has been executed by a duly authorized representative of each Party and duly delivered to the other Party (a "**Final Agreement**"), and the Parties hereby waive, in advance, any claims in connection with a possible transaction unless and until the Parties have entered into a Final Agreement.
13. **Settlement of Disputes:**
- a) The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.
  - b) In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.
  - c) The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the parties.
14. **CONFIDENTIALITY OF NEGOTIATIONS**

Without the Disclosing Party's prior written consent, the Receiving Party shall not disclose to any Person who is not a Representative of the Receiving Party the fact that Confidential Information has been made available to the Receiving Party or that it has inspected any portion of the Confidential Information or that discussions between the Parties may be taking place.

**15. REPRESENTATION**

The Receiving Party acknowledges that the Disclosing Party makes no representation or warranty as to the accuracy or completeness of any of the Confidential Information furnished by or on its behalf. Nothing in this clause operates to limit or exclude any liability for fraudulent misrepresentation.

**16. ASSIGNMENT**

Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

**17. EMPLOYEES AND OTHERS**

Each Party shall advise its Representatives, contractors, subcontractors and licensees, and shall require its Affiliates to advise their Representatives, contractors, subcontractors and licensees, of the obligations of confidentiality and non-use under this Agreement, and shall be responsible for ensuring compliance by its and its Affiliates' Representatives, contractors, subcontractors and licensees with such obligations. In addition, each Party shall require all persons and entities who are not employees of a Party and who are provided access to the Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions no less stringent than those set forth in this Agreement. Each Party shall promptly notify the other Party in writing upon learning of any unauthorized disclosure or use of the Confidential Information by such persons or entities.

**18. NO LICENSE**

Nothing in this Agreement is intended to grant any rights to under any patent, copyright, or other intellectual property right of the Disclosing Party, nor will this Agreement grant the Receiving Party any rights in or to the Confidential Information of the Disclosing Party, except as expressly set forth in this Agreement.

**19. RELATIONSHIP BETWEEN PARTIES:**

Nothing in this Agreement or in any matter or any arrangement contemplated by it is intended to constitute a partnership, association, joint venture, fiduciary relationship or other cooperative entity between the parties for any purpose whatsoever. Neither party has any power or authority to bind the other party or impose any obligations on it and neither party

shall purport to do so or hold itself out as capable of doing so.

**20: UNPULISHED PRICE SENSITIVE INFORMATION (UPSI)**

\_\_\_\_\_ agrees and acknowledges that \_\_\_\_\_, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be “Connected Persons” within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. \_\_\_\_\_ shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, \_\_\_\_\_ shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel

**21: MISCELLANEOUS.** This Agreement constitutes the entire understanding among the Parties as to the Information and supersedes all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each Party by its authorized representative. The failure or delay of any Party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party’s right thereafter to enforce each and every provision of this Agreement. In the event that any of the terms, conditions or provisions of this Agreement are held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining terms, conditions or provisions hereof shall remain in full force and effect. The rights, remedies and obligations set forth herein are in addition to, and not in substitution of, any rights, remedies or obligations which may be granted or imposed under law or in equity.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

For \_\_\_\_\_:

For RailTel Corporation of India Limited:

By \_\_\_\_\_

By \_\_\_\_\_

Name:

Name:

Title:

Title:

Witnesses

Witnesses

## Appendix 1: List of Technical Personnel

*(To be on company letter head)*

Eol Reference No:

Date :

To,

RailTel Corporation of India Limited

6<sup>th</sup> Floor, 3<sup>rd</sup> Block, Delhi IT Park

Shastri Park, New Delhi-110053

### **SUB: List of Technical Personnel on Payroll of Company**

Dear Sir,

Having examined the Invitation for Eol document bearing the reference number \_\_\_\_\_ released by your esteemed organization, we, undersigned, hereby declare below mentioned list of technical personnel on payroll of our company:

| S. No. | Name of Personnel | Designation | Qualification | Years of experience | Domain Expertise |
|--------|-------------------|-------------|---------------|---------------------|------------------|
| 1      |                   |             |               |                     |                  |
| 2      |                   |             |               |                     |                  |

Authorized Signatory

(Signature)

Name -

Designation -

Company Seal

## Appendix 2: List of Office Locations

*(To be on company letter head)*

Eol Reference No:

Date :

To,  
RailTel Corporation of India Limited  
6<sup>th</sup> Floor, 3<sup>rd</sup> Block, Delhi IT Park  
Shastri Park, New Delhi-110053

### **SUB: List of Office Locations in India**

Dear Sir,

Having examined the Invitation for Eol document bearing the reference number \_\_\_\_\_ released by your esteemed organization, we, undersigned, hereby declare below mentioned list of office location of our company taking pan India into consideration:

| <b>S. No.</b> | <b>Location</b> | <b>Address</b> | <b>Type of Office</b><br><i>(Corporate/ Regional/<br/>Territory/ Field Office)</i> |
|---------------|-----------------|----------------|--|
| 1             |                 |                |  |
| 2             |                 |                |  |

Authorized Signatory

(Signature)

Name -

Designation -

Company Seal

### **Appendix 3: Declaration for compliance to Rule under 144(xi) of the General Financial Rule (GFRs) 2017**

*(To be on company letter head)*

Eol Reference No:

Date :

To,  
RailTel Corporation of India Limited  
6<sup>th</sup> Floor, 3<sup>rd</sup> Block, Delhi IT Park  
Shastri Park, New Delhi-110053

#### **SUB: Undertaking towards compliance to Rule under 144(xi) of the General Financial Rule (GFRs) 2017**

Dear Sir,

Having examined the Invitation for Eol document bearing the reference number \_\_\_\_\_ released by your esteemed organization, we, undersigned, hereby declare:  
“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India I certify that this bidder is not from such a country, or if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered”. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]

#### **Certificate for Tenders for Works involving possibility of sub-contracting:**

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered”. [where applicable, evidence of valid registration by the Competent Authority shall be attached] (strike-off whichever is not applicable)

Authorized Signatory

(Signature)

Name -

Designation -

Company Seal

## Appendix 4: Financial Declaration

*(To be on company letter head)*

Eol Reference No:

Date :

To,  
RailTel Corporation of India Limited  
6<sup>th</sup> Floor, 3<sup>rd</sup> Block, Delhi IT Park  
Shastri Park, New Delhi-110053

### SUB: Declaration of Turnover and Net worth

Dear Sir,

Having examined the Invitation for Eol document bearing the reference number \_\_\_\_\_ released by your esteemed organization, we, undersigned, hereby declare the financial details of our company as per following:

| ANNUAL TURNOVER DETAILS (CERTIFIED) |              |              |              |
|-------------------------------------|--------------|--------------|--------------|
| S NO.                               | FY 2018-2019 | FY 2019-2020 | FY 2020-2021 |
|                                     |              |              |              |

| NET WORTH |              |              |              |
|-----------|--------------|--------------|--------------|
| S NO.     | FY 2018-2019 | FY 2019-2020 | FY 2020-2021 |
|           |              |              |              |

- i. Copy of Turnover Certificate issued by the Chartered Accountant containing UDIN no. issued by ICAI and Audited Balance Sheets must be submitted as proof of the financial turnover.
- ii. Positive Net worth of the three financial years as on date. Copy of Audited balance sheet and CA certificate for net worth with calculation based on audited accounts must be submitted along with the bid.

Authorized Signatory

(Signature)

Name -

Designation -

Company Seal

## Appendix 5: Declaration for Dispute / Arbitration

*(To be on company letter head)*

Eol Reference No:

Date :

To,  
RailTel Corporation of India Limited  
6<sup>th</sup> Floor, 3<sup>rd</sup> Block, Delhi IT Park  
Shastri Park, New Delhi-110053

### **SUB: Declaration of No Dispute / Arbitration**

Dear Sir,

Having examined the Invitation for Eol document bearing the reference number \_\_\_\_\_  
\_\_\_\_\_ released by your esteemed organization, undersigned i.e. Authorized  
Signatory on behalf of \_\_\_\_\_ (*company name*) hereby declare  
that till date no dispute/ arbitration/ court case/ legal proceeding are going on upon / with / against RailTel  
Corporation of India Limited and PPHC.

Authorized Signatory

(Signature)

Name -

Designation -

Company Seal

Appendix 6: FORMATS FOR SUBMISSION OF THE PRICE BID

TOTAL PRICE SUMMARY

TO BE UPLOADED AS BOQ SHEET

|  |   |  |                             |
|--|---|--|-----------------------------|
| <b>RailTel Corporation of India Limited</b>  |   |  |                             |
| <b>EOI Ref. No.: RCIL/NR_RO/EOI/MKTG/CCTV/2021-22 dated<br/>18<sup>th</sup> Feb 2022</b>   |   |  |                             |
| <b>Financial Bid</b>   |   |  |                             |
| <b>Selection of Implementation Partner from RailTel Empaneled Business Associate for exclusive PRE-BID TEAMING ARRANGEMENT for Supply, Installation, Testing, Commissioning, Support and Maintenance of “IP based CCTV Surveillance System for Police Stations, CIA offices and Police Posts in the State of Punjab”</b> |   |  |                             |
| <b>Name of the Bidder</b>  |   |  |                             |
| <b>Address, Contact Details of the Bidder</b>  |   |  |                             |
| <b>Sr. No</b>  | <b>ITEM</b>   | <b>PRICE IN FIGURES ( INCLUDING ALL TAXES)</b> | <b>TOTAL PRICE IN WORDS</b> |
| 1  | Total CAPEX price<br>(from table annexure 6A)                           |  |                             |
| 2  | Total OPEX price (1st, 2nd and 3rd Year)<br>(from table at annexure 6B) |  |                             |
| <b>Total</b>   |   | 0.00   |                             |

Appendix 6A - PRICE COMPONENT FOR CAPEX-

The Bidder shall consider the components and quantity to fulfil the EOI and project requirements in totality as per the following template:

| S.No.                               | Particulars   | UoM  | QUANTITY PROPOSED (AS PER BILL OF MATERIAL) | UNIT BASE PRICE | TOTAL PRICE (INR) | ALL TAXES, LEVIES, DUTIES, ETC. INCLUDING GST) INR | TOTAL PRICE INCLUDING TAXES (INR) |
|-------------------------------------|---|------|---|-----------------|-------------------|--|-----------------------------------|
| 1                                   | 2MP Dome IP Camera (POE) with 128 GB SD memory card   | No.  | 4679  |                 | 0.00              |  | 0.00                              |
| 2                                   | 2MP Bullet IP Camera (POE) with 128 GB SD memory card   | No.  | 4071  |                 | 0.00              |  | 0.00                              |
| 3.                                  | Network Video Recorder with usable storage with Raid 5 @Minimum 10 TB to support recording for 18 months (558 days). (System Integrator (SI) to give sizing and exact number of devices and specifications in tech bid with make and model. SI will have to provide minimum 5% additional storage for bookmarked video feeds/ Flagged data. | No.  |   |                 | 0.00              |  | 0.00                              |
| 4.                                  | Portable HDD 2TB (To cater for Flagged data from NVR to be produced as evidence in Hon'ble Courts, whenever required )  | No.  | 100   |                 | 0.00              |  | 0.00                              |
| 5.                                  | Client workstation with monitor Police station, Police Posts and Higher offices   | No.  | 642   |                 | 0.00              |  | 0.00                              |
| 6                                   | Video Management System for viewing on demand and viewing recorded data (to cover 607 police stations and 35 remote locations)  | Lot  | 642   |                 | 0.00              |  | 0.00                              |
| 7.                                  | 43 Inch HD LED display  | No.  | 607   |                 | 0.00              |  | 0.00                              |
| 8.                                  | 8 Port Network Switch with POE (Power on Ethernet)  | No.  | 53  |                 | 0.00              |  | 0.00                              |
| 9.                                  | 16 Port Network Switch with POE (Power on Ethernet)   | No.  | 283   |                 | 0.00              |  | 0.00                              |
| 10.                                 | 24 Port Network Switch with POE (Power on Ethernet)   | No.  | 329   |                 | 0.00              |  | 0.00                              |
| 11.                                 | Patch Panel and other Passive Network components  | Lot  | 607   |                 | 0.00              |  | 0.00                              |
| 12.                                 | 15 "U" Wall Mounted Rack (Cable Manager PDU, Fan etc.)  | No.  | 607   |                 | 0.00              |  | 0.00                              |
| 13.                                 | 1KVA UPS with battery bank of 7200VA  | Each | 283   |                 | 0.00              |  | 0.00                              |
| 14.                                 | 2KVA UPS with battery bank of 9600VAH   | Each | 151   |                 | 0.00              |  | 0.00                              |
| 15.                                 | 2KVA UPS with battery bank of 11520VAH  | Each | 163   |                 | 0.00              |  | 0.00                              |
| 16.                                 | 2KVA UPS with battery bank of 15360VAH  | Each | 10  |                 | 0.00              |  | 0.00                              |
| 17.                                 | Line Interactive UPS with LoadCapacity of 360Watts / 600VAwith 1 no.7.2 AH Battery  | Each | 642   |                 | 0.00              |  | 0.00                              |
| 19.                                 | Health Management System to include remote licensing for 454police stations, 153 Police Postsand 35 higher offices.   | Lot  | 01  |                 | 0.00              |  | 0.00                              |
| 20.                                 | MIC for Audio recording and integration with CCTV Camera (External as per requirement)  | No.  | 906   |                 | 0.00              |  | 0.00                              |
| 21.                                 | Supply & Installation Signage Size -2ft x 1 ft  | Each | 10  |                 | 0.00              |  | 0.00                              |
| 22.                                 | <b>Site preparation</b>   |      |   |                 |                   |  |                                   |
| a                                   | CAT 6 UTP Cable   | Mtr  | 325000                                      |                 | 0.00              |  | 0.00                              |
| b                                   | PVC Heavy Gauge Conduit Pipe25mm dia. (On surface)  | Mtr  | 165000                                      |                 | 0.00              |  | 0.00                              |
| c                                   | 4-way Sheet metal double door distribution board with 2 number single pole MCB and One numberdouble pole MCB  | Each | 607   |                 | 0.00              |  | 0.00                              |
| d                                   | Sheet metal double door distribution board -AC Plug and Socket TP&N with One single Pole MCB 20amp.   | Each | 607   |                 | 0.00              |  | 0.00                              |
| e                                   | 3 pin socket and switch with copperwiring   | Each | 3042  |                 | 0.00              |  | 0.00                              |
| f                                   | Chemical Earthing   | Each | 607   |                 | 0.00              |  | 0.00                              |
|                                     | <b>TOTAL COST</b>   |      |   | 0.00            | 0.00              | 0.00   | 0.00                              |
| <b>Total CAPEX Price (in words)</b> |   |      |   |                 |                   |  |                                   |

N.B – Bidder must ensure that all the line items are covered as specified in BOM and all required fields in the Commercial bid format are duly filled and calculated appropriately. All amounts to be quoted in INR. The Bidder may add any additional line item (with adequate details and pricing information) in table towards the end that may be required to fulfill the EOI and project requirements in totality. No additional amount/costshallbe paid to Selected BA to fulfill the EOI requirement after quotation.

Appendix 6B: PRICE COMPONENT FOR OPEX (1ST, 2ND, AND 3RD YEAR)

| SNO | Components  | Unit               | Number | UNIT PRICE INCLUDING ALL TAXES) (PER MONTH) | YEAR 1 INCLUDI NG ALL TAXES) (IN INR) | YEAR 2 INCLUDI NG ALL TAXES) (IN INR) | YEAR 3 INCLUDI NG ALL TAXES) (IN INR) | TOTAL INCLUDIN G ALL TAXES) (IN INR) |
|-----|---|--------------------|--------|---|---------------------------------------|---------------------------------------|---------------------------------------|--------------------------------------|
|     |   |                    | A      | B   | C= A*B*12                             | D= A*B*12                             | E= A*B*12                             | F=C+D+E                              |
| 1   | <b>Manpower</b>   |                    |        |   |                                       |                                       |                                       |                                      |
| a   | Project Manager   | Per month          | 1      |   |                                       |                                       |                                       |                                      |
| b   | Zonal Level Engineer  | Per month          | 4      |   |                                       |                                       |                                       |                                      |
| c   | Field Engineer  | Per month          | 20     |   |                                       |                                       |                                       |                                      |
| 2   | Help desk, operations and maintenance including manpower for 36 months              | Per month          | 1      |   |                                       |                                       |                                       |                                      |
| 3   | Annual Comprehensive Maintenance Charges for 36 months for all equipment as per BOM | Lumpsu m per month | 1      |   |                                       |                                       |                                       |                                      |
| 4   | Any Other Item  | Per Month          |        |   |                                       |                                       |                                       |                                      |
| 5   | Any Other item  | Per Month          |        |   |                                       |                                       |                                       |                                      |
|     | <b>Total OPEX Price in Figures</b>  |                    |        |   |                                       |                                       |                                       |                                      |

Total OPEX Price (in words) – \_\_\_\_\_

Appendix 6C: PRICE COMPONENT FOR OPEX (4TH AND 5TH YEAR)

| SNO | Components  | Unit              | Number | UNIT PRICE INCLUDING ALL TAXES) (PER MONTH) | YEAR 4 INCLUDING ALL TAXES) (IN INR) | YEAR 5 INCLUDING ALL TAXES) (IN INR) | TOTAL INCLUDING ALL TAXES) (IN INR) |
|-----|---|-------------------|--------|---|--------------------------------------|--------------------------------------|-------------------------------------|
|     |   |                   | A      | B   | C= A*B*12                            | D= A*B*12                            | F= C+D                              |
| 1   | <b>Manpower</b>   |                   |        |   |                                      |                                      |                                     |
| a   | Project Manager   | Per month         | 1      |   |                                      |                                      |                                     |
| b   | Zonal Level Engineer  | Per month         | 4      |   |                                      |                                      |                                     |
| c   | Field Engineer  | Per month         | 20     |   |                                      |                                      |                                     |
| 2   | Help desk, operations and maintenance including manpower for 36 months              | Per month         | 1      |   |                                      |                                      |                                     |
| 3   | Annual Comprehensive Maintenance Charges for 36 months for all equipment as per BOM | Lumpsum per month | 1      |   |                                      |                                      |                                     |
|     | <b>Total OPEX Amount in Figures (for 4<sup>th</sup> and 5<sup>th</sup> year)</b>    |                   |        |   |                                      |                                      |                                     |

Total OPEX Price for 4<sup>th</sup> and 5<sup>th</sup> Year (in words) \_\_\_\_\_