

RailTel Corporation of India Ltd
(A Mini Ratna PSU under Ministry of Railways)



NOTICE INVITING EXPRESSION OF INTEREST (EOI)

EOI No.: RCIL/NR_RO/EOI/MKTG/CDG/2022-23 dated 18th Aug 2022

Expression of Interest (EOI) for “providing Last Mile Connectivity Media from nearest RailTel Point of Presence (POP) till Customer of RailTel (CoR) locations”

Issued by:

RailTel Corporation of India Ltd
(A Mini-Ratna PSU under Ministry of Railways)
Northern Region

RailTel Corporation of India Limited,

Railway Telephone Exchange,

Railway Station, Chandigarh-160102

Tel No.: +91-11-22185933/22185934

Email: - pushpenderkumar@railtelindia.com

ankur.mehta@railtelindia.com

<https://www.railtelindia.com>

Disclaimer

RailTel Corporation of India Ltd. (herein after called the RailTel) has prepared this Expression of Interest (EOI) document solely to assist prospective bidders in making their decision of whether to bid or not in the EOI floated by RailTel.

While the RailTel has taken due care in the preparation of information contained herein and believes it to be accurate, neither the RailTel or any of its Authorities or Agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. This information is not intended to be exhaustive and interested parties are required to make their own inquiries and do site visits that it may require in order to submit the EOI. The information is provided on the basis that it is non-binding on RailTel, any of its authorities or agencies or any of their respective officers, employees, agents or advisors. The RailTel reserves the right not to proceed with the bidding/EOI process at any stage without assigning any reasons thereof, or to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the EOI further with any party submitting an EOI. No reimbursement of cost of any type will be paid to persons or entities submitting the EOI.

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EOI NOTICE

RailTel Corporation of India Limited,

Northern Region, 6th Floor, 3rd Block,

Delhi IT Park, Shastri Park, New Delhi-110053

EOI Notice No: RCIL/NR RO/EOI/MKTG/CDG/2022-23 dated 18th Aug 2022

RailTel Corporation of India Ltd., (here after referred to as "RailTel") invites EOIs from RailTel's Empanelled Partners for Expression of Interest (EOI) for "providing Last Mile Connectivity Media from nearest RailTel Point of Presence (POP) till Customer of RailTel (CoR) locations"

The details are as under:

SCHEDULE OF EVENTS

1	Date of EOI Floating	18 th Aug, 2022 at 12:00 Hours
2	Last date for submission of Bids against EOI	23 rd Aug, 2022 at 15:00 Hours
3	Opening of Bids received against EOI	23 rd Aug, 2022 at 15:30 Hours
4	Number of copies to be submitted	Single Stage (Two Packet System)
5	EOI document cost inclusive tax (Non- refundable)	Rs 1,000/-
6	EOI processing fee inclusive tax (Non- refundable)	Rs. 4,158/-
7	Estimated amount of bid incl. GST	Rs 41,58,103/-
8	EMD	Rs. 50,000/- (Fifty Thousand Only) * in online mode only. No other mode of EMD payment shall be accepted. Validity of EMD shall be till award of work to successful bidder. EMD shall be converted to SD (Security Deposit) post award of work and shall be returned to the bidder after the successful completion of the work/project.

9	Bid Submission Mode	<p>EMD and SD deposited by online mode shall not bear any interest.</p> <p>Online on https://railtel.enivida.com</p>
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Note : RailTel reserves the right to change the above dates at its discretion.

The EMD should be in the favor of RailTel Corporation of India Limited payable at Delhi through online bank transfer. Partner 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.

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

Contact Details for this EOI :

Level:1 Contact: Ankur Mehta Position: SM/Marketing
Email:ankur.mehta@railtelindia.com Contact: +91-9004444147

Level:2 Contact: Sh. Pushpender Kumar, JGM/TM/CDG
Email: pushpenderkumar@railtelindia.com Contact: +91-9871146592

Note:

1. The EOI response is invited from eligible Empanelled Partners of RailTel only.
2. All the document must be submitted with proper indexing and page no.
3. Transfer and Sub-letting : The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose off 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.
4. The selected bidder will have to accept all Terms & Conditions of Customer of RailTel (CoR) Purchase Order on back to back basis.

1. About RailTel

RailTel Corporation of India Ltd (RailTel) is one of the largest neutral telecom infrastructure providers in the country owning a Pan-India optic fibre network on exclusive Right of Way (ROW) along Railway track. The OFC network presently reaches to over 4500 towns & cities of the country including several rural areas. With its Pan India high-capacity network, RailTel is working towards creating a knowledge society at various fronts. The portfolio of services provided by RailTel includes Data Centre & DR services, Tele-presence as a service, NLD services, IP-1 services, Internet and Broadband services on a pan-India basis.

Equipped with an ISO 9001, 20000-1:2011 & 27000 certification, RailTel offers a wide gamut of managed telecom services to Indian Telecom market including Managed lease lines, Tower colocation, MPLS based IP-VPN, Internet, Data Centre services, NGN based voice carriage services to Telecom Operators, Dark fibre leasing to MSOs/LCOs. The major customer segment for RailTel comprises of Enterprises, Banks, Government Institutions/Department, Educational Institutions/Universities, Telecom Service Providers, Internet Service Providers, MSOs, etc. RailTel being a “Mini Ratna (Category-I)” PSU is steaming ahead in the enterprise segment with the launch of various services coupled with capacity augmentation in its Core network.

2. Background of EOI

RailTel Corporation of India Ltd (hereafter referred to as 'RailTel') an ICT arm of Indian Railways has been in the forefront of building innovative platforms and solutions and vision to build range of Information and Communication Technology (ICT) Services for its customers.

In this regard, RailTel intends to seek Last Mile Connectivity Media from nearest RailTel Point of Presence (POP) till Customer of RailTel (CoR) locations for bandwidth delivery.

Details of Bandwidth requirement for the following Faculties, Colleges and Stations of CoR are elaborated below.

S.No	Name of Faculty/ College/Station	Bandwidth req.	Media Requirement
1.	University Main Campus, Shalimar	80 Mbps	OFC
2.	Faculty of Agriculture, Wadura Campus, Sopore, Baramullah	80 Mbps	RF
3.	Faculty of Veterinary Sc. & Animal Husbandry, Shuhama, Ganderbal	80 Mbps	OFC

4.	Faculty of Fisheries, Rangil, Ganderbal	30 Mbps	RF
5.	Faculty of Forestry, Benihama, Ganderbal	30 Mbps	RF
6.	College of Temperate Sericulture, Mirgund, Baramullah	30 Mbps	RF

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

3. **ESSENTIAL QUALIFYING REQUIREMENTS FOR *Bidder/Last Mile Connectivity Media Provider*;**

1. Bidder should be an Infrastructure provider (IP-1) license holder. Bidder to attach the copy of License.
2. Tender Fee-Rs 1,000/- and EMD of Rs 50,000/- has to be deposited online at envida portal.
3. Bidder should have its own network end to end for provisioning of the services to CoR. Bidder shall submit and undertaking on its letter head.
4. The Bidder/Last Mile Connectivity Media Provider should undertake to provide the Last mile connection through media requirement as mentioned above.
5. Last Mile Connectivity Media Provider should have 24x7x365 online technical support. A dedicated landline number/toll free number shall be provided by the bidder alongwith the technical bid.
6. Bidder should have at least two clients, for providing Last Mile Connectivity Media through OFC/RF as the last mile media in the J&K and Leh-Ladakh region , during the last 7 years. Bidder has to submit the work order copy & work execution details (commissioning date confirmation (letter/email) from the client). Minimum value of these two Work Orders shall be Rs 4 Lakhs each.
7. Bidder should have support in Kashmir region of J&K and providing 24x7 service with sufficient technical experts.
8. Response Time: The response time of the bidder to attend any complaint from the user should not be more than 4 hours.
9. Bidder should have registered GST certificate.
10. The bidder should have turnover of at least 150% of EOI estimated value which comes to Rs 62,37,155/- for the last three financial years (FY18-19, 19-20 & 20-21).
11. Every document in the technical bid should be duly stamped with signature by the bidder failing which will be considered as disqualified.

12. Delivery period for execution would be 10 days from the effective date of Work/Purchase Order. Please note that Purchase order can be cancelled unilaterally by the University, in case not received within the contracted delivery period.
13. Bidder has to undertake that they shall provide last mile media connectivity through Optical Fiber Connectivity (OFC) for balance 4 locations (SN 2,4,5 & 6) after one year and within one year and 6 months' time period. Bids of Bidders not providing the undertaking on their letter head duly signed by their authorized signatory, shall be summarily rejected.
14. The interested bidder should be an Empanelled Partner with RailTel on the last date of bid submission of EOI.
15. The interested bidder should submit undertaking that they are in compliance to insertion of Rule 144(xi) in the GFR, 2017 vide office OM no. 6/18/2019-PPD dated 23-July-2020 issued by Ministry of Finance, Government of India, including revisions.
16. The interested bidder should submit undertaking that they are not be blacklisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body on the last date of submission of EOI.
17. The interested bidder should submit undertaking that there is not any ongoing or past, arbitration case(s) between 'RailTel or Organizations under Indian Railways' and 'Interested Bidder' on the last date of submission of EOI.
18. Undertaking in the form of Affidavit as mentioned at Appendix-6 shall be submitted by the bidder alongwith Technical bid. Without this the bid will be summarily rejected.
19. The interested bidder shall not have a conflict of interest with one or more bidding parties. Participation of interested bidder(s) with a conflict-of-interest situation will result in the disqualification of all bids in which it is involved. A bidder may be in a conflict of interest with one or more parties if including but not limited to :
 - a. Have controlling shareholders as his/her family members viz. spouse, son, daughter, father, mother or brother etc. in common or ;
 - b. Have a relationship with each other directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another interested partner.

Note : The interested bidder should submit duly signed and stamped EOI cover letter as per the format mentioned at Annexure-01 of this EOI document, as unconditional submission of meeting the clauses mentioned above, from Clause 3.1. to Clause 3.19.

4 Technical Bid Document for Last Mile Connectivity Media

DESCRIPTION	COMPLIANCE (YES/NO)
<ul style="list-style-type: none"> • Dedicated OFC/RF media to be provided as per EOI requirement with unlimited upload and download • Medium: OFC/RF with Ring connectivity upto nearest RailTel PoP • Maintenance support service (24X7) for last mile connectivity media and equipment. • SLA should be >98.5% for RF and 99.5% for OFC media. In case the uptime is less than 98.5% the deduction in media connectivity charges will be made in accordance with the downtime. • The last mile connectivity media partner will be responsible for the comprehensive maintenance and testing of hardware for which RailTel will not make any extra payment. • Media Throughput: As per Industry norms • Media Packet Loss/Drop: As per Industry Norms • IP-1 license registration certificate • Bidder has to undertake that they shall provide last mile media connectivity through Optical Fiber Connectivity (OFC) for balance 4 locations (SN 2,4,5 & 6) after one year and within one years and 6 months' time period. 	

Check List of Documents to be attached with Technical Bid

S.No.	Name of Document	Attached or Not (Please mention Yes or No against each column)	Page Number (Each document attached must be page numbered)	Remarks
1.	Signed EOI document			
2.	Cost of tender document amounting Rupees One thousand only (Rs 1000/-). Payment proof should be attached.			
3	EMD of Rs 50,000/- to be deposited through online mode. Payment proof should be attached.			
4.	Self-Attested copy of IP-1 license of the firm			
5.	Self attested copies of GST certificate and PAN number of the firm be attached.			
6.	Escalation Matrix with Contact No. and email id's of staff (24x7x364) in Kashmir Province.			
7.	Copy of Supply Orders and work execution details as per SN 6 of Pg.9			
8.	Bidder has to undertake that : 1. They shall provide last mile media connectivity through Optical Fiber Connectivity (OFC) for balance 4 locations (SN 2,4,5 & 6) after one year and within			

	one year and 6 months' time period.			
	2. They shall provide the Last mile connection through media requirement as mentioned above.			
	3. They shall delivery all links within 10 days from the effective date of Work/Purchase Order. 4. Details of dedicated landline number/toll free number shall be provided by the bidder alongwith the technical bid. 5. The response time of the bidder to attend any complaint from the user should not be more than 4 hours.			
9	The bidder should have turnover of at least 150% of EOI estimated value which comes to Rs 62,37,155/- for the last three financial years (FY18-19,19-20 & 20-21).			
10	Terms & conditions of EOI to be signed on letter head of the bidder			
11	Any other document as per EOI document.			

5 Commercial Bid for Hiring of Last Mile Media from RailTel POP to CoR locations

S.N.	Name of Faculty/ College/Station	Type of delivery required at customer end location	Annual Cost (in Rs)	GST (in Rs)	Total Annual Cost (Incl. GST) (in Rs)
1.	University Main Campus, Shalimar	OFC	11,74,605	2,11,429	13,86,034
2.	Faculty of Agriculture, Wadura Campus, Sopore, Baramullah	RF			
3.	Faculty of Veterinary Sc. & Animal Husbandry, Shuhama, Ganderbal	OFC			
4.	Faculty of Fisheries, Rangil, Ganderbal	RF			
5.	Faculty of Forestry, Benihama, Ganderbal	RF			
6.	College of Temperate Sericulture, Mirgund, Baramullah	RF			
% below					X %
Total Annual Cost (Incl. GST) (in Rs) - A					=(13,86,034*(1-X%))
Total Cost for 3 years – B= Ax3					

NOTE:

1. The bidder shall quote prices inclusive of taxes.
2. L1 shall be decided on Total Price amongst participating bidders.
3. Bidder has to undertake that they shall provide last mile media connectivity through Optical Fiber Connectivity (OFC) for balance 4 locations (SN 2,4,5 & 6) after one year and within one year and 6 months' time period from the date of Purchase Order to successful bidder. Bids of Bidders not providing the undertaking on their letter head duly signed by their authorized signatory, shall be summarily rejected.

6 **GPS Co-ordinates of CoR Locations**

S.No	Name of the Faculty/College/RS/KVK's	Coordinates
1	University Main Campus, Shalimar, Srinagar	N 34.14458, E 74.87824
2	Faculty of Agriculture (FoA), Wadura Campus	N 34.34689, E 74.40361
3	College of Temperate Sericulture (CoTS), Mirgund Campus	N 34.14297, E 74.64771
4	Faculty of Forestry (FoF), Benhama Campus	N 34.27957, E 74.77606
5	Faculty of Veterinary Sciences (FVSc), Shuhuma Campus	N 34.19911, E 74.83118
6.	Faculty of Fisheries, Rangil Ganderbal	N 34.21308, E 74.809564,

Terms and Conditions: (To be signed by bidder on their letter head)

1. Each Bidder should submit Technical and Financial Bid separately in single envelope. Technical Bid should contain payment proof of EMD of Rs 50,000/- (Fifty Thousand only) and Tender fee of Rs 1000/- (Five hundred only), GST certificate, Class-A ISP Certificate, Supply Orders of Such Work.
2. The financial bid of only technically qualifying bidders will be opened.
3. The selected last mile connectivity provider will have to sign Service Level Agreement with RailTel.
4. No extra cost will be paid for any kind of hardware (if required) for commission of the link at each location.
5. The last mile connectivity provider should not have been blacklisted in any of the Central or State Government departments including PSU's. An undertaking to this effect may be provided.
6. The initial contract shall be for a period of three years, which may be extended on the basis of performance and requirement of the respective Faculty/College/Station.
7. Only those firms fulfilling the essential qualifying requirements must submit the Tender.
8. The bidder must have proper **GST No.** allotted by the respective department.
9. The RailTel authority has right to reject any tender without giving any reasons thereof.

10. Each page of the tender document should be signed by the bidder.
11. For any kind of queries or suggestions, plz feel free to contact Sr.Mgr./CDG at ankur.mehta@railtelindia.com
12. Last mile connectivity provider must provide hassle free end to end connectivity 24x7x365.
13. Helpdesk support: Dedicated support 24x7x365.
14. Performance Reports: Monthly
15. Bills shall be released on quarterly basis after proper verification and submission of original bill along with log reports of last mile media availability duly verified by concerned section in-charge. Refer Detailed Payment Terms in subsequent page 20 of EOI document.
16. Dedicated Account Management Team: Single point of contact for service requirements such as ordering, implementation, operations and billing.
17. Contract Period : The Contract period for providing connectivity shall be initially for a period of three years subject to the parameters defined in the Service Level Agreement.
18. The bandwidth at any location can be changed at any time as per the requirement of Customer of RailTel.
19. Delivery Time:-The successful bidder shall provide the services at all locations within 07 days of release of Purchase Order/Advance LOI.
20. Termination:- In case successful bidder fails to provide uptime of $\geq 98.5\%$ for 03 days in a month, RailTel shall have the right to terminate the contract and discontinue the services at any point of time , deemed fit by RailTel.
21. Response Time : The response time to attend any complaint from user should not be more than four hours.
22. Connectivity Performance Report: Weekly (to be submitted every month through email at ankur.mehta@railtelindia.com)
23. Hardware: No hardware shall be supplied by RailTel Corporation of India Limited and CPE along with last mile media shall be provided by the successful bidder.

24. Successful bidder shall adhere to the Compliance, Terms and Conditions in letter and spirit submitted in the tender document, failing which the penalty clause mentioned in the **Service Level Agreement** will be implemented.
25. **Damage:** In the event of any damage to the property of university during commissioning of the link, the firm shall be responsible for restoring the same in its original position in consultation with Estates wing of CoR.
26. **Escalation Matrix:** The company shall provide on roll an escalation matrix for the communications and correspondence in case of link failure and other general queries.
27. The condition of release of payment within 45 days to MSME bidders may not be applicable to this EoI being all the T&C of customers are applicable on back to back basis.

I hereby confirm that the terms and conditions put forward by the RailTel Corporation of India Limited vide EOI Notice No: _____ dated for providing Leased Line Connectivity are acceptable to me in letter and spirit.

Seal & Signature_____

Name_____

Designation_____

Dated_____

7 Proposal Preparation and Submission Cost

The interested partner is responsible for all costs incurred in connection with participation in this EOI process, including, but not limited to, cost incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by RailTel to facilitate the evaluation process or all such activities related to the bid process. RailTel will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. This EOI document does not commit to award a contract or to engage in negotiations.

8 Amendment to EOI Document

At any time prior to the deadline for submission of bids, RailTel, may, for any reason can modify the EOI document by an amendment. All the amendments made in the document would be informed by displaying on RailTel's (www.railtelindia.com) website only. The interested bidders are advised to visit the RailTel website on regular basis for checking necessary updates. RailTel also reserves the rights to amend the dates mentioned in this EOI for bid process. RailTel may, at its discretion, extend the last date for receipt of EOI response.

9 Bid Validity Period

9.1. Bid of Interested partners shall remain valid for the period of 30 days from the last date of submission of EOI, as mentioned in this EOI document.

9.2. RailTel may request for an extension of the period of validity. The validity of the 'EMD', should also be suitably extended if called upon to do so by RailTel. The request and the responses thereto shall be made in writing through e-mail communication only. Further, whenever the bid validity extension is submitted by the interested partner, it should be ensured by interested partner that their PBG related to the empanelment should have minimum validity of 90 days from the last date of extended bid validity period.

10 Right to Terminate the Process

RailTel may terminate the EOI process at any time without assigning any reason. RailTel makes no commitments, express or implied, that this process will result in a business transaction with anyone. This EOI does not constitute an offer by RailTel. The interested bidder's participation in this process may result in RailTel selecting the CSP to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by RailTel to execute a contract or to continue negotiations. RailTel may terminate negotiations at any time without assigning any reason.

11 Language of Bid

The bid prepared by the interested partner and all correspondence and documents relating to the bids exchanged by the bidder and RailTel, shall be written in English Language, provided that any printed literature furnished by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Authorised Signatory of the interested partner.

12 Submission of Bid

12.1. The interested bidder should take into account any Corrigendum to this EOI document that may have been published before submitting their EOI response. The bid is to be submitted in the mode as mentioned in this EOI document. EOI response submitted in any other mode will not be entertained.

12.2. Interested bidders in their own interest are advised to submit the EOI response well in time before the last date and hence to avoid any inconvenience at the last moment.

12.3. An Organization / Interested Bidder can submit only 'One EOI Response'. Submission of multiple EOI Response by interested bidder(s) may lead to rejection of all of its bid.

13 Rights to Accept / Reject any or all EOI Response

RailTel reserves the right to accept or reject any EOI Response, and to annul the bidding process and reject all Bids at any time prior to award of the Contract, without thereby incurring any liability to the

affected interested bidder(s), or any obligation to inform the affected Bidders of the ground for RailTel's action.

14 Payment Terms

14.1. Payment will be on '**back-to-back**' basis and shall be released on quarterly basis after proper verification and log reports of last mile media availability.

14.2. Payment will be released after receiving the invoice for the work / services **and after RailTel has received the payment from CoR for the same work / services**. Any deduction / penalties levied by CoR on invoices of RailTel will be carried **back-to-back** and will be deducted from selected bidder's invoices as per actual deduction done by CoR on RailTel's invoices, subject to the cause to deduction / penalty is due to deviation in terms and conditions of service standards by the selected bidder.

14.3 Documents list required at the time of payment/invoice submission by selected bidder shall be :-

- i PO copy issued to selected vendor.
- ii Payment Proof that the end customer has paid to RailTel for the period claimed by Selected bidder/vendor against invoices raised by RailTel for such services.
- iii Submission/Declaration of applicable BG amount against PO issued to selected bidder/vendor.
- iv Original Invoice for the period claimed.
- v TDS declaration.
- vi Photocopy of all documents submitted by RailTel alongwith their invoice to customer.
- vii Bill Passing Authority shall be TM/Chandigarh and Bill Paying Authority shall be JGM/F

15 Performance Bank Guarantee (PBG) -applicable on back to back basis

15.1. In case of successful participation by RailTel in the pertinent CoR's tender and subsequent engagements with CSP, The CSP shall at its own expense, deposit with department, within fifteen (15) days of the notification of award (done through issuance of the Purchase Order / Work Order etc.) and communicated through email, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a a Nationalized/ Commercial Scheduled Indian Bank as per the format enclosed in this EOI, payable on demand, for the due performance and fulfilment of the contract by the CSP. This PBG will be for an amount of '05 (%)' of the contract value. The quantum of this 'percentage (%)' will be equal to the PBG % as asked by CoR from RailTel. All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the CSP. Besides, if the total BG amount comes upto ₹ 05 Lakhs, then same

may be deposited through DD/RTGS/NEFT. Along with submission of PBG, CSP needs to submit PBG issuing bank's SFMS report. The SFMS report is also to be submitted in case of renewal / extension of PBG.

15.2. The PBG should have validity for a period of 120 days from the date of validity of the contract. The PBG may be discharged / returned by RailTel upon being satisfied that there has been due performance of the obligations of the CSP under the contract. However, no interest shall be payable on the PBG. In the event, CSP being unable to service the contract for whatsoever reason, RailTel would invoke the PBG at its discern. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the CSP's failure to complete its obligations under the contract. RailTel shall notify the CSP in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the CSP is in default.

15.3. RailTel shall also be entitled to make recoveries from the CSP's bills, PBG or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

15.4. If the service period gets extended by virtue of extension of same by CoR, PBG should also be extended accordingly.

15.5. During the contract period, RailTel may issue Purchase Order(s) for the additional services ordered by CoR (*in case*) to RailTel. In such scenario(s) also, Clause No. 16.1. to Clause No. 16.4. are to be followed by the CSP.

15.6 In case the CoR has sought PBG of the contract in the terms of Indemnity Bond from RailTel, the selected bidder has to provide the equivalent value PBG from scheduled Bank to RailTel. No Indemnity Bond from Selected Bidder will be accepted in lieu of PBG from Scheduled Bank.

15.7. In case CoR has sought any other types of PBG in this contract at present or in future or else Integrity Pact PBG(presently or in future), same remain applicable on selected Bidder. The Said PBG will be issued by Selected Bidder from Scheduled Bank favouring RailTel Corporation of India Limited. No Indemnity Bond in lieu of such PBG will be accepted by RailTel.

15.8 If, CoR ask for submission for value more than 5%, same also needs to be submitted by the selected BA.

16 Details of Commercial Bid / Financial Bid

16.1. Interested partner should submit commercial bid strictly as per the format mentioned in the EOI.

16.2. The commercial bid should clearly bring out the cost of the services with detailed break-up of taxes.

16.3. The rates mentioned in the commercial bid of the CSP will form basis of commercial transaction between RailTel and bidder.

16.4. The quantity of 'Line Items' may vary at the time of placing of Purchase Order or during the Contract Period, as communicated by CoR (*in case*) to RailTel. In such scenarios, the 'Per Unit' cost will be considered to arrive on contractual amount between RailTel and CSP.

16.5. It is also possible that CoR may surrender / increase, some or all of the quantities of service items ordered to RailTel during the contract period and accordingly the contractual amount between RailTel and CSP shall be considered, at sole discern of RailTel. Per Unit Rate inclusive of Taxes shall be taken for such reference.

16.6. It is also possible that during the contract period, CoR may raise Purchase Order to RailTel for the line items (*and respective quantities*) which are not mentioned in the pertinent tender of CoR. In such scenario, RailTel at its sole discretion, may extend the scope of the contract with CSP by placing order to CoR, **on back-to-back basis**.

16.7. In addition to the Payment Terms, all other Contractual Terms will also be on '**back-to-back**' basis between RailTel and CSP, same are mentioned in the **EOI**.

17. Duration of the Contract Period

The contract duration shall be same as of CoR's contract duration with RailTel until otherwise terminated earlier. Indicative contract duration is Thirty-Six (36) Months, unless otherwise terminated earlier, as mentioned in this EOI document and subject to successful participation of RailTel in the pertinent CoR's tender. The contract duration can be renewed / extended by RailTel at its discern, in case CoR extends / renews services with RailTel by virtue of extending / renewing / new issuance of one or more Purchase Order(s) placed by CoR to RailTel.

18 SLA (Service Level Agreement) and Penalty Deductions from running bills of selected bidder

Non performance charges for downtime will be calculated on quarterly basis. Payment will be made after the deduction of the actual penalties (if any) deducted by CoR. The penalty amount shall be applicable to the selected bidder as per Actual penalty deduction made by CoR on RailTel bills. SLA will be applicable to vendor as per actual. Any Liquidated Damages (LD) charges deducted by CoR from RailTel shall be passed on to the selected bidder at actuals.

19 Restrictions on 'Transfer of Agreement'

The CSP shall not assign or transfer its right in any manner whatsoever under the contract / agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter of the contract / agreement to any third party either in whole or in any part i.e. no sub-contracting / partnership / third party interest shall be created.

20 Suspension, Revocation or Termination of Contract / Agreement

20.1. RailTel reserves the right to suspend the operation of the contract / agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities, in such a situation, RailTel shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the contract / agreement will not be a cause or ground for extension of the period of the contract / agreement and suspension period will be taken as period spent. During this period, no charges for the use of the facility of the CSP shall be payable by RailTel.

20.2. RailTel may, without prejudice to any other remedy available for the breach of any conditions of agreements, by a written notice of Three (03) month or as per CoR tender condition whichever is earlier issued to the CSP, terminate/or suspend the contract / agreement under any of the following circumstances:

- a) The CSP failing to perform any obligation(s) under the contract / agreement.
- b) The CSP failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel.

- c) Non adherence to Service Level Agreements (SLA) which RailTel has committed to CoR for the pertinent tender.
- d) The CSP going into liquidation or ordered to be wound up by competent authority.
- e) If the CSP is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to RailTel in writing. In that case, the written notice can be modified by RailTel as deemed fit under the circumstances. RailTel may either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as deemed fit under the circumstances.
- f) It shall be the responsibility of the CSP to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of contract / agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of which CSP's PBG related to contract / agreement along with PBG related to the Empanelment Agreement with RailTel shall be forfeited, without any further notice.
- g) Breach of non-fulfillment of contract / agreement conditions may come to the notice of RailTel through complaints or as a result of the regular monitoring. Wherever considered appropriate RailTel may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the successful bidder or not. The CSP shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the CSP in successful implementation and thereafter maintenance of services / works as per the conditions mentioned in this EOI document, the PBG(s) of CSP available with RailTel can be forfeited.

21 Dispute Settlement

21.1. In case of any dispute concerning the contract / agreement, both the CSP and RailTel shall try to settle the same amicably through mutual discussion / negotiations. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and Conciliation 1996 or any amendment thereof. Place of Arbitration shall be New Delhi.

21.2. The arbitral tribunal shall consist of the Sole Arbitrator. The arbitrator shall be appointed by the Chairman & Managing Director (CMD) of RailTel Corporation of India Ltd.

21.3. All arbitration proceedings shall be conducted in English.

22 Governing Laws

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

23 Statutory Compliance

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

23.2. The Bidder 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, 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 therefrom and/or related thereto.

24 Intellectual Property Rights

24.1. Each party i.e. RailTel and CSP, acknowledges and agree that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property and any hardware provided by such party in relation to this contract / agreement.

24.2. Neither party shall remove or misuse or modify any copyright, trade mark or any other proprietary right of the other party which is known by virtue of this EoI and subsequent contract in any circumstances.

25 Severability

- a. In the event any provision of this EOI and subsequent contract with CSP is held invalid or not enforceable by a court of competent jurisdiction, such provision shall be considered

separately and such determination shall not invalidate the other provisions of the contract and Annexure/s which will be in full force and effect.

26 Force Majeure

26.1. If during the contract period, the performance in whole or in part, by other party, of any obligation under this is prevented or delayed by reason beyond the control of the parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the parties), fire, floods, earthquakes, natural calamities or any act of GOD (hereinafter referred to as EVENT) , provided notice of happenings of any such event is given by the affected party to the other, within twenty one (21) days from the date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided service under this contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

26.2. In the event of a Force Majeure, the affected party will be excused from performance during the existence of the force Majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than sixty (60) days from the date of the notice stated above, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this contract. Neither party shall be liable for any breach, claims, and damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

27 Indemnity

27.1. The CSP agrees to indemnify and hold harmless RailTel, its officers, employees and agents (each an "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from :

- a) Any mis-statement or any breach of any representation or warranty made by CSP or

- b) The failure by the CSP to fulfill any covenant or condition contained in this contract by any employee or agent of the Bidder. Against all losses or damages arising from claims by third Parties that any Deliverables (or the access, use or other rights thereto), created by CSP pursuant to this contract, or any equipment, software, information, methods of operation or other intellectual property created by CSP pursuant to this contract, or the SLAs (i) infringes a copyright, trade mark, trade design enforceable in India, (ii) infringes a patent issues in India, or (iii) constitutes misappropriation or unlawful disclosure or used of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); or
- c) Any compensation / claim or proceeding by any third party against RailTel arising out of any act, deed or omission by the CSP or
- d) Claim filed by a workman or employee engaged by the CSP for carrying out work related to this agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

27.2. Any payment made under this contract to an indemnity or claim for breach of any provision of this contract shall include applicable taxes.

28 Limitation of Liability towards RailTel

28.1. The CSP liability under the contract shall be determined as per the Law in force for the time being. The CSP shall be liable to RailTel for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the CSP and its employees (*direct or indirect*), including loss caused to RailTel on account of defect in goods or deficiency in services on the part of CSP or his agents or any person / persons claiming through under said CSP, However, such liability of the CSP shall not exceed the total value of the contract.

28.2. This limit shall not apply to damages for bodily injury (including death) and damage to real estate property and tangible personal property for which the CSP is legally liable.

29 Confidentiality cum Non-disclosure

29.1. The Receiving Party agrees that it will not disclose to third party/parties any information belonging to the Disclosing Party which is provided to it by the Disclosing Party before, during and after the execution of this contract. All such information belonging to the Disclosing Party and provided to the

Receiving Party shall be considered Confidential Information. Confidential Information includes prices, quotations, negotiated issues made before the execution of the contract, design and other related information. All information provided by Disclosing Party to the Receiving Party shall be considered confidential even if it is not conspicuously marked as confidential.

29.2. Notwithstanding the foregoing, neither Party shall have any obligations regarding non-use or non-disclosure of any confidential information which:

- a) Is already known to the receiving Party at the time of disclosure:
- b) Is or becomes part of the public domain without violation of the terms hereof;
- c) Is shown by conclusive documentary evidence to have been developed independently by the Receiving Party without violation of the terms hereof:
- d) Is received from a third party without similar restrictions and without violation of this or a similar contract.

29.3. The terms and conditions of this contract, and all annexes, attachments and amendments hereto and thereto shall be considered Confidential Information. No news release, public announcement, advertisement or publicity concerning this contract and/or its contents herein shall be made by either Party without the prior written approval of the other Party unless such disclosure or public announcement is required by applicable law.

29.4. Notwithstanding the above, information may be transmitted to governmental, judicial, regulatory authorities, if so, required by law. In such an event, the Disclosing Party shall inform the other party about the same within 30 (thirty) Days of such disclosure.

29.5. This Confidentiality and Non- Disclosure clause shall survive even after the expiry or termination of this contract.

30 Assignment

Neither this contract nor any of the rights, interests or obligations under this contract 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 contract will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

31 Insurance

The CSP agrees to take insurances to cover all the elements of the project under this EOI including but not limited to Manpower, Hardware, Software etc. as per CoR tender specified terms.

32 Exit Management

32.1. Exit Management Purpose

- a) This clause sets out the provision, which will apply during Exit Management period. The parties shall ensure that their respective associated entities carry out their respective obligation set out in this Exit Management Clause.
- b) The exit management period starts, in case of expiry of contract, at least 03 months prior to the date when the contract comes to an end or in case of termination contract, on the date when the notice of termination is sent to the CSP. The exit management period ends on the date agreed upon by RailTel or Three (03) months after the beginning of the exit management period, whichever is earlier.

32.2. Confidential Information, Security and Data : CSP will promptly, on the commencement of the exit management period, supply to RailTel or its nominated agencies the following (*if asked by RailTel in writing*) :

- a) Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, project's customized source code (*if any*) ; any other data and confidential information created as part of or is related to this contract;
- b) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RailTel and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the services to RailTel or its nominated agencies, or its replacing vendor (as the case may be).

32.3. Employees : Promptly on reasonable request at any time during the exit management period, the CSP shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide RailTel a list of all employees (with job titles and communication address), dedicated to providing the services at the commencement of the exit management period; To the extent that any

Transfer Regulation does not apply to any employee of the CSP, RailTel or the replacing vendor may make an offer of contract for services to such employees of the CSP and the CSP shall not enforce or impose any contractual provision that would prevent any such employee from being hired by RailTel or any replacing vendor.

32.4. Rights of Access to Information : Besides during the contract period, during the exit management period also, if asked by RailTel in writing, the CSP shall be obliged to provide an access of information to RailTel and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / software / active / passive), documentations, manuals, catalogues, archive data, Live data, policy documents or any other related material.

Note : RailTel at its sole discern may not enforce any or all clauses / sub-clauses under the 'Exit Management' clause due to administrative convenience or any other reasons as deemed fit.

33 Waiver

Except as otherwise specifically provided in the contract, no failure to exercise or delay in exercising, any right, power or privilege set forth in the contract will operate as a waiver of any right, power or privilege.

34 Changes in Contract Agreement

No modification of the terms and conditions of the Contract Agreement shall be made except by written amendments signed by the both CSP and RailTel.

Annexure - 01

EOI COVER LETTER

(On Organization Letter Head)

Bid Ref No. :

Date:

To,
General Manager (Mktg),
RailTel Corporation of India Limited,
Northern Region, 6th Floor, 3rd Block,
Delhi IT Park, Shastri Park, New Delhi-110053

Ref : 1. EOI No.: RCIL/NR_RO/EOI/MKTG/CDG/2022-23 dated 18th Aug 2022

Dear Sir/Madam,

1. I, the undersigned, on behalf of M/s, having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI and all the terms and conditions thereof, including corrigendum issued till last date of submission of EOI. It is also undertaken and submitted that we are in abidance of Clause 3 (from Clause 3.1 to Clause 3.18) of EOI.
2. I agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals, for a period of 30 days from the date fixed for submission of Proposals as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Commercially Suitable Partner (CSP) for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
4. I undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the contract document.

5. Until a formal Purchase Order or Contract is prepared and executed, this Bid and supplement / additional documents submitted (if any), together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. I hereby undertake and give unconditional acceptance for compliance of all terms & conditions of this EOI based customer's requirement.
7. I hereby undertake that there will be no deviation from the Terms and Conditions of EOI.
8. It is undertaken that all contents of the bid & documents submitted are genuine and bidder shall be liable for penal action as per Government of India norms, if deviation is found at any stage during the contract.

Signature of Authorised Signatory

Name

Designation

Annexure - 02

Local Content Compliance
(On Organization Letter Head)

Bid Ref No. :

Date:

To,

General Manager (Mktg),
RailTel Corporation of India Limited,
Northern Region, 6th Floor, 3rd Block,
Delhi IT Park, Shastri Park, New Delhi-110053

Ref : EOI No.: RCIL/NR_RO/EOI/MKTG/CDG/2022-23 dated 18th Aug 2022

Dear Sir/Ma'm,

I, the undersigned, on behalf of M/s , hereby submits that our technical solution for the 'Scope of Work' mentioned under the EoI document is in compliance of local content requirement and makes us equivalent to 'Class-I local supplier' / 'Class-II local supplier' (*mention whichever is applicable*) for the EoI under reference, as defined under the order No. P-45021/2/2017-PP(BE-II) dt. 04-June-2020 issued by Ministry of Commerce and Industry, Govt. of India.

I hereby certify that M/s fulfills all requirements in this regard and is eligible to be considered and for the submitted bid Local Content Percentage is % (write in figures as well as in words).

I hereby acknowledge that in the event of acceptance of bid of M/s on above certificate and if the certificate is found to be false at any stage, the false certificate would be a ground for immediate termination of contract and further legal action in accordance with the Law, including but not limited to the encashment of Bank Guarantee related to Empanelment and Performance Bank Guarantee (PBG), as available with RailTel, related to this EoI.

Signature of Authorised Signatory

Name

Designation

Annexure – 03**CHECKLIST OF DOCUMENTS FOR BID SUBMISSION****Ref : EOI No.: RCIL/NR_RO/EOI/MKTG/CDG/2022-23 dated 18th Aug 2022**

S. No.	Document
1	EOI Cover Letter (<i>Annexure-01</i>)
2	Local Content Compliance & Percentage Amount (<i>Annexure-02</i>)
3	EMD & Tender Fee <i>as per EOI document</i>
4	This EOI copy duly Signed and Stamped by the Authorised Signatory of Bidder
5	Annexure as per EOI No.: RCIL/NR_RO/EOI/MKTG/CDG/2022-23 dated 18th Aug 2022
6	Compliance of eligibility criteria related documents as per Clause 3
7	Any relevant document found suitable by bidder

Note :

1. The technical bid should have a 'Index' at the starting and all pages of bid should be serially numbered and should be traceable as per the 'Index'.
2. All the submitted documents should be duly stamped and signed by the Authorized Signatory at each page.
3. The above checklist is indicative only. RailTel may ask for additional documents from the bidders, as per the requirement.

Annexure – 04**Commercial Bid***(On Organization Letter Head)*

Bid Ref No. :

Date:

To,

General Manager (Mktg),
 RailTel Corporation of India Limited,
 Northern Region, 6th Floor, 3rd Block,
 Delhi IT Park, Shastri Park, New Delhi-110053

Ref : EOI No.: RCIL/NR_RO/EOI/MKTG/CDG/2022-23 dated 18th Aug 2022***TO BE UPLOADED AS BOQ SHEET***

S.N.	Name of Faculty/ College/Station	Type of delivery required at customer end location	Annual Cost (in Rs)	GST (in Rs)	Total Annual Cost (Incl. GST) (in Rs)
1.	University Main Campus, Shalimar	OFC	11,74,605	2,11,429	13,86,034
2.	Faculty of Agriculture, Wadura Campus, Sopore, Baramullah	RF			
3.	Faculty of Veterinary Sc. & Animal Husbandry, Shuhama, Ganderbal	OFC			
4.	Faculty of Fisheries, Rangil, Ganderbal	RF			
5.	Faculty of Forestry, Benihama, Ganderbal	RF			
6.	College of Temperate Sericulture, Mirgund, Baramullah	RF			
% below					X %
Total Annual Cost (Incl. GST) (in Rs) - A					=(13,86,034*(1-X%))
Total Cost for 3 years – B= Ax3					

NOTE:

1. The bidder shall quote prices inclusive of taxes.
2. L1 shall be decided on Total Price amongst participating bidders.
3. Bidder has to undertake that they shall provide last mile media connectivity through Optical Fiber Connectivity (OFC) for balance 4 locations (SN 2,4,5 & 6) after one year and within one year and 6 months' time period from the date of Purchase Order to successful bidder. Bids of Bidders not providing the undertaking on their letter head duly signed by their authorized signatory, shall be summarily rejected.

Signature of Authorised Signatory

Name

Designation

Annexure - 05

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On Stamp Paper of ₹ One Hundred)

To,

To,
General Manager (Mktg),
RailTel Corporation of India Limited,
Northern Region, 6th Floor, 3rd Block,
Delhi IT Park, Shastri Park, New Delhi-110053

Ref : EOI No.: RCIL/NR_RO/EOI/MKTG/CDG/2022-23 dated 18th Aug 2022

1. In consideration of the RailTel Corporation of India Limited (CIN : L64202DL2000GOI107905), having its registered office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi – 110023 (herein after called "RailTel") having agreed to exempt (CIN :) having its registered office at (hereinafter called "the said Contractor") from the demand, under the terms and conditions of Purchase Order No. dated made between RailTel and for (hereinafter called "the said Agreement") of security deposit for the due fulfilment by the said Contractor of the terms and condition contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. Only). We (indicate the name and address and other particulars of the Bank) (hereinafter referred to as 'the Bank') at the request of contractor do hereby undertake to pay RailTel an amount not exceeding Rs. (Rs Only) against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Agreement.

2. We, the Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage by the said Contractor of any of terms or conditions contained in the said Agreement by reason of the Contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee.

However, our liability under this guarantee shall be restricted to an amount not exceeding Rs (Rs. Only).

3. We, the Bank undertake to pay the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

4. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before We shall be discharged from all liability under this Guarantee thereafter.

5. We, the Bank further agree with the RailTel that the RailTel shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This Guarantee will not be discharge due to the change in the constitution of the Bank or the Contractor.

(..... indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of RailTel in writing.

Dated the Day of 2021 for (Name of Bank)

In the presence of Witnesses:

1. Signature With Date

Name

2. Signature With Date

Name

Encl : SFMS PBG Report

Annexure-06:

Non-Disclosure Undertaking (NDU) Format (On Letter Head)

NON-DISCLOSURE UNDERTAKING

To,
General Manager (Mktg),
RailTel Corporation of India Limited,
Northern Region, 6th Floor, 3rd Block,
Delhi IT Park, Shastri Park, New Delhi-110053

Ref : EOI No.: RCIL/NR_RO/EOI/MKTG/CDG/2022-23 dated 18th Aug 2022

(Hereinafter referred to as "RailTel" or "Disclosing Party" "Tender Floating Agency")

We, _____ (CIN:), a company duly incorporated under the Companies Act, 1956 and having its registered office at _____ (hereinafter referred to as the "Bidder/Receiving Party", which expression shall, unless repugnant to or inconsistent with the context or meaning thereof mean and include its successors and permitted assigns), do here by solemnly declare and state as follows:-

1. We are the Bidders/Prospective Bidders for the EOI floated by RailTel for Implementation of Enhancement of Data Centre and its Networking infrastructure for end Customer Organization (CoR).
2. We are well aware that the said tender relates to for procurement of services and equipment for defence/high security installations. Hence, being a prospective bidder, we agree and acknowledge that it becomes imperative on our part to maintain utmost confidentiality in relation to said tender.
3. We undertake that any information relating to said tender (hereinafter referred to as the Confidential Information) which is or will be disclosed/ divulged by RailTel as a Disclosing Party to us, will be received and treated by us as strictly confidential and we shall not, without the prior written consent of the RailTel or as expressly permitted herein, disclose or make available to any other person such information.
4. We agree and undertake that we shall use any such information relating to said tender only for the purpose of bidding in the tender and will not use for any other purpose whatsoever.
5. We further undertake that we will disclose such Confidential Information to our employees or Representatives only on a strict "need to know" basis, for the sole purpose of preparation and submission of our Bid subject to such employee or representative being bound by the confidentiality obligation hereunder. We shall be responsible for any breach of the terms of this Undertaking by us or by any of our employees or Representatives.
6. We undertake that we shall exercise no lesser security or degree of care than we apply to our own Confidential Information of an equivalent nature, but in any event not less than the degree of care which a reasonable person with knowledge of the confidential nature of the information would exercise.
7. We shall ensure that all such Confidential Information is kept safe and secured at all times and is protected from unauthorised access, use, dissemination, copying, theft or leakage.
8. We undertake that we shall at no time, discuss with any person, other than as permitted under this Undertaking, the Confidential Information, or any other matter in connection with, or arising out of, the discussions or negotiations in relation to the Bid Process.

9. Without prejudice to any other rights or remedies that RailTel may have, we agree and acknowledge that in the event of a breach or threatened breach of the provisions of this Undertaking, money or damages may not be an adequate remedy for a breach of any of the provisions of this Undertaking and it is reasonable that the RailTel, in addition to any other relief or remedy that it may have, shall also be entitled to the injunctive relief, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Undertaking.
10. In case any loss or damages are incurred by RailTel owing to any breach or threatened breach by us, we undertake to hold RailTel harmless and indemnify in full to RailTel for any such loss.
11. We hereby represents and warrants that we have the requisite power and authority to execute, deliver and perform its obligations under this Undertaking.
12. The terms and conditions of this Undertaking shall inure to the benefit of and be binding upon the successors and permitted assigns of the Parties. The obligations under this Undertaking shall not be assigned or otherwise transferred in whole or in part by either party without the prior written consent of the other parties.
13. The obligation relating to confidentiality under this undertaking shall survive even after award of the project and successful completion of project.

For and on behalf of Authorised Signatory

Appendix 1: List of Technical Personnel

(To be on company letter head)

Ref : EOI No.: RCIL/NR_RO/EOI/MKTG/CDG/2022-23 dated 18th Aug 2022

Date :

To,

RailTel Corporation of India
Limited 6th Floor, 3rd 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 EoI 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)

Ref : EOI No.: RCIL/NR_RO/EOI/MKTG/CDG/2022-23 dated 18th Aug 2022

Date :

To,

RailTel Corporation of India
Limited 6th Floor, 3rd Block,
Delhi IT Park Shastri Park,
New Delhi-110053

SUB: List of Office Locations in India

Dear Sir,

Having examined the Invitation for EoI 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:

S. No.	Location	Address	Type of Office (Corporate/ Regional/ Territory/ Field Office)
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)

Ref : EOI No.: RCIL/NR_RO/EOI/MKTG/CDG/2022-23 dated 18th Aug 2022

Date :

To,

RailTel Corporation of India
Limited 6th Floor, 3rd 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 EoI 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)

Ref : EOI No.: RCIL/NR_RO/EOI/MKTG/CDG/2022-23 dated 18th Aug 2022

Date :

To,

RailTel Corporation of India
Limited 6th Floor, 3rd Block,
Delhi IT Park Shastri Park,
New Delhi-110053

SUB: Declaration of Turnover

Dear Sir,

Having examined the Invitation for EoI 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

- i. Copy of Turnover Certificate issued by the Chartered Accountant containing UDIN no. issued by ICAI and Audited Balance Sheets may be submitted as proof of the financial turnover.

Authorized Signatory (Signature)

Name -

Designation -

Company Seal

Appendix 5: Declaration for Dispute / Arbitration

(To be on company letter head)

Ref : EOI No.: RCIL/NR_RO/EOI/MKTG/CDG/2022-23 dated 18th Aug 2022

Date :

To,

RailTel Corporation of India
Limited 6th Floor, 3rd Block,
Delhi IT Park Shastri Park,
New Delhi-110053

SUB: Declaration of No Dispute /

Arbitration Dear Sir,

Having examined the Invitation for EoI 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 CoR.

Authorized Signatory

(Signature)

Name -

Designation -

Company Seal

Appendix 6

FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY BA/SI ALONGWITH THE EOI DOCUMENTS

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

I.....(Name and Designation)** appointed as the attorney/authorized signatory of the BA/SI (including its constituents),

M/s_____ (hereafter called the BA/SI) for the purpose of the EOI documents for the work of _____ as per the EOI No._____ of (-----RailTel), do hereby solemnly affirm and state on the behalf of the BA/SI including its constituents as under:

1. I/we the BA/SI (s), am/are signing the document after carefully reading the contents.
2. I/We the BA/SI(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. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the EOI Document. In case of discrepancy noticed at any stage i.e. evaluation of EOIs, 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/credentials submitted alongwith the offer and the 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 the process for evaluation of EOIs, 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/SI)**_____ and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand the 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, alongwith

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/SI VERIFICATION

I/we above named BA/SI 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/SI

Place:

Dated: