

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



NOTICE INVITING EXPRESSION OF INTEREST (EOI)

**EOI No.: RCIL/NR_CDG/EOI/MKTG/JSCL/2022-23 dated 20th
Sep 2022**

Expression of Interest (EOI) for **“Providing End to End Network Connectivity at Various Locations in Jammu for Customer of RailTel (CoR) under Jammu Smart City Project along with its Operation & Maintenance (O&M) for 03 years”**

Issued by:

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

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Disclaimer

RailTel Corporation of India Ltd. (herein after called the RailTel) has prepared this Expression of Interest (EOI) document solely to assist prospective Bidder/Partners 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 CDG/EOI/MKTG/JSCL/2022-23 dated 20th Sep 2022

RailTel Corporation of India Ltd., (here after referred to as "RailTel") invites Expression of Interest (EOI) from RailTel's Empanelled Partners for "Providing End to End Network Connectivity at Various Locations in Jammu for Customer of RailTel (CoR) under Jammu Smart City Project along with its Operation & Maintenance (O&M) for 03 years"

SCHEDULE OF EVENTS

1	Date of EOI Floating	20 th Sep, 2022 at 12:00 Hours (T)
2	Last date for submission of Bids against EOI	27 th Sep, 2022 at 15:00 Hours (T+7)
3	Opening of Bids received against EOI	28 th Sep, 2022 at 12:00 Hours (T+8)
4	Number of copies to be submitted	Single Stage (Two Packet System)
5	EOI document cost inclusive tax (Non- refundable)	Rs 25,000/-
6	EOI processing fee exclusive tax (Non- refundable)	Rs. 7500 +GST as applicable
7	Estimated amount of bid incl. GST	Rs 3,83,49,684.40/-
8	EMD	Rs. 3,83,500/- (1% of estimated value rounded to nearest 10 value) (Three Lakh Eighty Three Thousand Five Hundred 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/Partner. EMD shall be converted to SD (Security Deposit) post award of work and shall be returned to the Bidder/Partner after

		the successful completion of the work/project. EMD and SD deposited by online mode shall not bear any interest.
9	Bid Submission Mode	Online on https://railtel.enivida.com

Note : RailTel reserves the right to change the above dates at its discretion.

The EMD should be in the favour of "RailTel Corporation of India Limited" payable at Delhi through online bank transfer. Partner(s) 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/Partners 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 : Udaiveer Singh Position: AGM/Tech/Project
Email: udaiveer@railtelindia.com Contact: +91-7087039938

Level:2 Contact: Sh. Pushpender Kumar, Jt. GM/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 duly signed and stamped at each page as a token of acceptance of EOI by authorized signatory of the Bidder/Partner.
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/Partner/partner will have to accept all Terms & Conditions of Customer of RailTel (CoR) Purchase Order and CoR RFP on back to back basis. CoR Purchase Order Ref. placed to RailTel is CEO/Smart City/2022-23/8678-82 dt. 22.08.2022 & CoR RFP No. is E-Nit No. JSCL-52/06 of 2022-23 Dated 16-06-2022 and subsequent corrigendum issued for the RFP thereafter. Copy of RFP is enclosed. Scope of work is as per end customer requirement and all the conditions will be applicable back to back to the Bidder/Partner including SLA/penalty.**
5. No benefits of MSME will be applicable to this EOI

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.

RailTel has received an LOI from M/s JSCL, Jammu for providing MPLS-VPN Network connectivity at 71 locations in the city of Jammu (J&K) under Smart City Project. In this regard, RailTel intends to select a suitable partner for "End to End Network Connectivity at Various Locations in Jammu for Customer of RailTel (CoR) under Jammu Smart City Project along with its Operation & Maintenance (O&M) for 03 years". All the associated equipments on CoR site and for delivery of the links mentioned below shall be under the scope of the L1 Bidder/Partner/partner. No Hardware shall be provided by RailTel. All necessary permissions of ROW, liasoning with local authorities (like PWD, MC, NHAI, State Police, LAD, etc.) for laying of Last mile fiber or any other mode that the Bidder/Partner/partner shall envisage for the delivery of these links, shall be under the scope of the selected or L1 Bidder/Partner/partner.

Location details with approx. bandwidth requirement are elaborated below:-

S. No.	Junction Name	GPS Coordinates	Approx. Bandwidth Required at Junction (Mbps)
1	Bikram Chowk	32.717677, 74.859359	100
2	Asia Out Gate	32.713530, 74.860128	100
3	Asia In Gate	32.712516, 74.859883	100
4	Main stop Gandhi Nagar	32.703773, 74.855898	100
5	Last Morh Gandhi Nagar	32.698794, 74.852757	100
6	Gurdwara Fateh Singh Chowk, Gandhi Nagar	32.703038, 74.857402	100
7	Tawi Vihar Sidhra Colony Bypass Point	32.763656, 74.898398	100
8	Green Belt Park	32.709957, 74.859163	100
9	Valmiki Chowk	32.705309, 74.870605	100
10	University of Jammu Main Gate	32.716140, 74.866474	100
11	G L Dogra Chowk Opp. PHQ	32.713764, 74.869955	100
12	Panama Chowk (Ambedkar Chowk)	32.709479, 74.871452	100
13	Railway Crossing (Div. Com Office)	32.710446, 74.874146	100
14	Railway Station Turning (In Gate)	32.705020, 74.877366	100
15	Railway Station Trikuta Nagar (Out Gate)	32.703923, 74.878103	100
16	Vivekanand Junction	32.726542, 74.862065	100
17	Gujjar Nagar Chowk	32.725469, 74.869986	100
18	Bantalab Chowk	32.77992, 74.823447	100
19	DC Office Chowk	32.731020, 74.873416	100
20	Indira Chowk	32.731797, 74.860955	100
21	Trikuta Nagar, Nidheesh Flats Point	32.689614, 74.882515	100
22	Shakuntala Chowk	32.738160, 74.858499	100
23	Bakshi Nagar Chowk (Medical College)	32.735577, 74.855605	100

S. No.	Junction Name	GPS Coordinates	Approx. Bandwidth Required at Junction (Mbps)
24	Vigilance Rotary (Brigadier Rajinder Singh Chowk)	32.737408, 74.80340	100
25	Library Chowk (Kachi Chawani)	32.739190, 74.866718	100
26	Ambphalla Chowk (Mian Dido Chowk)	32.745580, 74.862245	100
27	High Court, Janipur	32.755028, 74.849677	100
28	Janipur, Main Stop	32.761456, 74.846456	100
29	Roop Nagar	32.767780, 74.835644	100
30	Panjtirthi - Bypass Point	32.743892, 74.873408	100
31	Jewel Chowk	32.725793, 74.855985	100
32	Talab Tillo	32.734633, 74.831216	100
33	Bohri Talab Tillo chowk	32.741914, 74.819658	100
34	Bahu Plaza Junction (Zorawar Singh Chowk)	32.703511, 74.875070	100
35	R S Pura Airport Point	32.679225, 74.843124	100
36	Major Somnath Chowk / 4th Bridge	32.714237, 74.847725	100
37	RBI Turning (Nanak Nagar SBI)	32.703693, 74.874896	100
38	K C Chowk	32.732453, 74.858623	100
39	Shaheedi Chowk	32.729404, 74.867789	100
40	Shalamar Chowk	32.733353, 74.863607	50
41	Rameshwar Temple	32.734665, 74.863366	50
42	Women College, Parade	32.737395, 74.866286	50
43	Greater Kailash Crossing on NHW	32.658849, 74.889345	50
44	Sidhra Chowk	32.761298, 74.915717	50
45	Gole market Gandhinagar Pehalwan	32.701611, 74.859772	50
46	Gole market Swaran Theater	32.701611, 74.859772	50
47	Sanjaynagar Chowk	32.690909, 74.858391	50
48	Nai Basthi	32.692188, 74.851445	50

S. No.	Junction Name	GPS Coordinates	Approx. Bandwidth Required at Junction (Mbps)
49	Paloura Check Post on NHW	32.744678, 74.828667	50
50	Subhash Nagar Chowk	32.747548, 74.844468	50
51	Sarwal Chowk	32.748161, 74.853011	50
52	Gandhi Bhawan	32.737806, 74.863208	50
53	City Chowk / Bharat Mata Chowk	32.732550, 74.864716	50
54	Raghunath Temple	32.7300703, 74.862814	50
55	Kanak Mandi	32.731764, 74.866779	50
56	Police Station- Bagh-e-Bahu	32.719867, 74.875655	50
57	Bagh-e-Bahu temple	32.724205, 74.880276	50
58	Narwal Fruit market Entry and Exit Point	32.714236, 74.885469	50
59	Abhinav Theater	32.726431, 74.854694	50
60	Domana (Sua No.1)	32.727011, 74.855537	50
61	Rehari Chowk	32.745378, 74.862114	50
62	High Court Complex	32.759905, 74.855754	50
63	ZPHQ Chowk Panjtirthi	32.741982, 74.869062	50
64	PCR Mini Stadium	32.737129, 74.865897	50
65	Town Hall	32.727181, 74.860157	50
66	Nagrota Near Naka / TCP Nagrota	32.781311, 74.888051	50
67	Shastrinagar	32.689159, 74.854617	50
68	Ranibagh Bridge Airport Road	32.655244, 74.831625	50
69	Integrated Command & Control Center Cum Data Center, Townhall Building, Jammu Municipal Corporation, Jammu	32.727084, 74.860218	1000
70	Traffic Control Unit, Gulshan Ground, Jammu (Viewing Location)	32.709607, 74.864371	1000
71	Police Control Room, Parade, Jammu (Viewing Location)	32.736037, 74.866162	1000

The empanelled partner is expected to have excellent execution capability and good understanding of customer local environment.

3. **PROJECT OBJECTIVE:**

The citywide optical fiber network for CoR is essentially intended to provide high-speed network connectivity for supporting all smart solutions under Smart City Project of Jammu. The project objectives broadly are as follows:

- 3.1 To boost digital inclusion among departments and citizens
- 3.2 To provide 24*7 uninterrupted optical fiber connectivity for supporting all smart solutions across the city
- 3.3 To establish a medium for quick data gathering from multiple sources and faster decision making
- 3.4 To act as a channel for integration of all the city services
- 3.5 To enable the government to have advanced communication products/platforms and better security and surveillance systems

4. **SCOPE OF WORK:**

4.1 CoR intends to provide optical fiber network connectivity under this project at the locations defined in "Clause-2 of EOI document" with provision for future scalability for other projects and requirements. The successful Bidder/Partner shall provide a secured and robust citywide Optical Fiber Network backhaul Connectivity for MPLS based Layer 3 VPN, for the smooth functioning of all the smart components. Successful Bidder/Partner shall integrate this citywide optical fiber network with the ICCC, Data Centre (DC), Disaster Recovery Centre (DRC), Traffic Control Room, Police Control Room and any other location that may be required in future.

4.2 CoR intends to procure MPLS based Layer 3 VPN Circuits & Bandwidth (on locations at "Clause-2 of EOI document") for the citywide network under the Project of CoR. The successful Bidder/Partner is required to terminate the desired Last Mile Connectivity at the locations specified in "Clause-2 of EOI document".

4.3 A Contract Agreement will be signed with the successful Bidder/Partner/partner. The same will be signed initially for a period of 3 years, which may be extended on requirement basis on mutually agreed terms and conditions. The Bidder/Partner/partner will be responsible for smooth functioning of the entire network connectivity from CoR's Central (POP)/locations/junctions till each CoR end site locations, availability of sufficient quantities of all the critical components required to provide the desired/ required bandwidth, provisioning of technically sound manpower during the execution and maintenance phase, and Operations and Maintenance of the network during the contract period.

4.4 Full Duplex (1:1) Bandwidth as per schedule of requirement must be provisioned and necessary equipment for it to be implemented/ commissioned by the Successful Bidder/Partner. Successful Bidder/Partner shall provide the links on Ethernet Interface to be

integrated with the Switch/Router (to be provided by the successful Bidder/Partner) at all the locations whereas the link at DC & DR has to be terminated on Routers (to be provided by the CoR).

4.5 CoR or its designated agency will monitor the performance of the links during operation period. CoR or its designated agency will be responsible for verification, validation of all works/services under the terms & conditions of the agreement.

4.6 As a measure of redundancy all the sites/locations should be provided on ring architecture to meet necessary SLA requirements.

4.7 The Selected Bidder/Partner shall make provisions for dedicated 24*7 manpower to monitor all links and troubleshoot in case of downtimes to meet necessary SLA requirements. The Bidder/Partner shall book user complaints, related to any network issues on the WAN side the Network.

4.8 The Selected Bidder/Partner shall be bound by the Service Level Agreements (SLA) under the contract and is required to provide the support services during the contract period. This phase will commence from the successful Go-Live of the project as notified by the CoR under this engagement. The service provider shall be required to monitor the health of the network during the entire duration of the contract.

4.9 Given below is a group of tasks to be performed by the Selected Bidder/Partner for day to day Operational support and proper services to CoR. CoR may direct RailTel to perform any additional / similar tasks, as per its requirement during the contract period which shall be performed/executed by successful Bidder/Partner on behalf of RailTel.

4.9.1 Incident wise reporting, Link Availability, Loss of Link Availability, Historical trends for Availability must be visible to CoR IT Cell through Bidder/Partner's Portal.

4.9.2 Daily monitoring of WAN, manual testing, rectifying and reporting the status to CoR IT cell.

4.9.3 Protocol migration to any protocol as and when required

4.9.4 Replacement of supplied equipment in case if the hardware is faulty or any parts is non-functioning

4.9.5 De-commissioning of the existing network & Establishment of the new MPLS VPN Circuits across CoR network in phase manner without disturbing the regular operations & working of the existing software applications.

4.9.6 All supplied Routers and Switches should come with 3 years warranty.

4.9.7 Network should also be capable of upgrading the Bandwidth as and when required.

4.9.8 Network devices must have minimum throughput of delivering required bandwidth as mentioned CoR RFP No. E-Nit No. JSCL-52/06 of 2022-23 Dated 16-06-2022 and respective corrigendum issued by CoR at respective locations.

4.9.9 As part of Overall project scope, them Selected Bidder/Partner is also tasked with operation of a help desk for complaint registration related to network availability/uptime

across CoR offices and other project locations covered as part of the Scope of Work. The detailed activities to be carried out by Service Provider are listed below:

- The Helpdesk services should be running 24x7x365.
- The Selected Bidder/Partner has to propose or setup a Toll-free number or a dedicated Landline number, as well as an email ID, which works 24x7x365.

4.9.10 Bidder/Partner should submit the reports on a regular basis in a mutually decided format.

4.9.11 Softcopy of these reports shall be delivered automatically via email at specific frequency and to the pre-decided list of recipients

4.9.12 The detailed list of reports as well as templates will be decided once the Bidder/Partner is on-boarded.

4.9.13 Bidder/Partner should also submit certain information as part of periodic review as and when required by the CoR.

4.9.14 The Bidder/Partner shall act as single Agency to organize and manage the entire project. The Bidder/Partner shall be able to test, demonstrate and certify the basic requirements in accordance with the contract.

4.9.15 The Bidder/Partner shall procure, supply, install, upgrade and commission, all the required WAN, LAN and other IT & Non-IT equipment including, but not limited to modems/ routers, core switches, structural cabling, PVC/ HDPE/ Conduit Piping etc.

4.9.16 The Bidder/Partner to perform site inspection to verify the appropriateness of the sites before installation/ commissioning of the MPLS based Layer 3 VPN network in consultation with CoR.

4.9.17 Bidder/Partner shall ensure the support of the equipment is for the entire contract period

4.9.18 It shall be the responsibility of the CoR for providing required "Electrical ground,(With power backup)" at all points, as required by the Bidder/Partner, if necessary.

4.9.19 The system shall be subjected to inspection at various stages. Local regulation/ codes shall be followed at all times. The Bidder/Partner shall follow all Safety Regulations and practices. At all times clean work area should be maintained which is free of debris and waste materials etc.

4.9.20 The Bidder/Partner shall not cause any damage to the CoR's (or any other) premises and property and shall perform restoration if any damage occurs. Trenches, path-cutting etc. shall be back-filled and restored to the original condition immediately after laying of the conduit/cable. The Bidder/Partner shall plug conduits and entrance holes where the cabling has been installed with suitable sealing material to restore it to its original/best state. Wherever needed, the Bidder/Partner shall have to retrofit existing facilities in order to install the new system.

4.9.21 It shall be the responsibility of the CoR to provide conditioned power supply to all the Networking Equipment installed at the locations.

4.9.22 In order to ensure the connectivity at specified locations, all the permission, clearances, payment charges, etc. as per the State/ UT/ Central guidelines for ROW shall be in scope of Bidder/Partner and will be borne by the Bidder/Partner itself. Further any delay on part of clearance or permission from the concerns authorities shall not be considered as a ground for any delays.

4.9.23 CoR will provide space for termination of bandwidth and raw power, it shall be the Bidder/Partner's responsibility to provide necessary security, equipment's etc.

4.9.24 Bidder/Partner has to undertake that they shall provide last mile media connectivity through Optical Fiber Connectivity (OFC) for 90% of the locations and balance 10% locations may be on RF. Bids of Bidder/Partners not providing this undertaking on their letter head duly signed by their authorized signatory, shall be summarily rejected.

4.9.25 If any thing is not mentioned in the Scope of Work , reference RFP of CoR as mentioned at Pt. 4 of EOI Notice shall be applicable to the Successful Bidder/Partner on back to back basis.

5. ELIGIBILITY CRITERIA:

The bids are hereby called from the Bidder/Partners who fulfils following technical & financially eligibility Criteria in providing the bandwidth.

SN	Eligibility Criteria	Documentary Proof
1	The Bidder/Partner should be: a) A company incorporated in India under the Companies Act, 1956 / 2013, and subsequent amendments thereto. b) Registered with GST Authorities in India. c) Should have been operating in India till/upto the date of online submission of bid (including name change / impact of mergers or acquisitions).	Following documents shall be furnished by the Bidder/Partner duly signed by its authorized signatory: documents to be submitted: 1. Copy of Certificates of Incorporation 2. Power of Attorney/Board Resolution to Authorize Signatory as per Annexure-07 3. Copy of PAN and Copy of Registration Certificates with GST Authorities.

2	<p>Cumulative Annual Turnover, during the last three financial years (i.e. FY 2019-20, 2020-21, 2021-22) should be at least Rs. 5.75 crores (150% of the estimated EOI value) or higher</p>	<p>Following documents shall be furnished by the Bidder/Partner:</p> <ol style="list-style-type: none"> 1. Chartered Accountant (CA) Certificate clearly specifying the Annual Turnover. 2. Audited Balance Sheet and Profit/Loss Account of last 3 Financial Years (i.e. FYs 2019-20, 2020-21, 2021- 22) should be enclosed along with CA certificate with UDIN number.
3	<p>The Bidder/Partner should hold following valid licenses to operate:</p> <p>IP-1 license / NLD License/ULISP</p>	<p>Copy of Valid License issued from DOT/TRAI/Regulatory Authority.</p>
4	<p>The Bidder/Partner should be operational and providing P2P bandwidth (Network Connectivity) or Last Mile Connectivity Services through Dark Fiber in India for at least last 7 years from the date of online submission of bid or similar services/work.</p> <p>Similar Work: Last Mile Connectivity through Dark Fibre/Point to Point Bandwidth/ISP/IBW services through OFC/RF media.</p>	<ol style="list-style-type: none"> 1. Minimum One (01) customer POs/Work Orders for OFC Connectivity or Last Mile Connectivity (including similar services/work) during last 7 years from the date of online submission of bid and each having value of more than 60% of the EOI i.e. Rs 2,30,09,810/- annually. (Including GST) 2. Minimum Two (02) customer POs/Work Orders for OFC Connectivity or Last Mile Connectivity (including similar services/work) during last 7 years from the date of online submission of bid and each having value of more than 40% of the EOI i.e. Rs 1,53,39,873/- annually. (Including GST) 3. Minimum Three (03) customer POs/Work Orders for OFC Connectivity or Last Mile Connectivity (including similar services/work) during last 7 years from the date of online submission of bid and each having value of more than 30% of the EOI i.e. Rs 1,15,04,905/- (Including GST) annually. 4. The work shall be executed by the Bidder/Partner in India for Central Government / State Government / UTs/ Semi – Government Organizations / PSUs / Smart Cities/Reputed Private Organizations. 5. Completion Certificate issued & signed by the competent authority of the client.

5	The Bidder/Partner should have its own Optical Fibre Network Backbone of atleast 100 kilometres in UT of J&K.	Self-Certified Declaration Form on the Bidding Entity's letter head, signed by Bidder/Partner's authorized signatory with addresses of POPs.
6	The Bidder/Partner should have a Customer Support Centre & NOC which operates 24x7 and has Toll-free Helpdesk number.	Self-Certified Declaration Form on the Bidding Entity's letter head, signed by Bidder/Partner's authorized signatory with addresses of NOCs
7	Tender Fee-Rs 25,000/- and EMD of Rs 3,83,500/- has to be deposited online at enivida portal.	Proof of EMD and Tender Fee submission
8	Bidder/Partner should not have been blacklisted by RAILTEL or any State/UT/Central Govt. department or its agencies, autonomous bodies, PSUs, reputed organizations at the time of bidding.	Self-Certified letter (As per Non-Blacklisting "Annexure – 8") duly signed by authorised signatory
9	Bidder/Partner should have its own network end to end for provisioning of the services to CoR. Bidder/Partner shall submit and undertaking on its letter head.	Undertaking to be submitted
10	Last Mile Connectivity Media Provider should have 24x7x365 online technical support.A dedicated landline number/toll free number shall be provided by the Bidder/Partner alongwith the technical bid.	Escalation Matrix to be enclosed along with details of Toll Free/Landline number.
11	Every document in the technical bid should be duly stamped with signature by the Bidder/Partner failing which will be considered as disqualified.	Bidder/Partner to ensure the same
12	Bidder/Partner should have support in Kashmir region of J&K and providing 24x7 service with sufficient technical experts.	Undertaking to be submitted

13	<p>Delivery period for execution would be 80 days from the effective date of Letter of Intent (LOI).</p> <p>Please note that Purchase order can be cancelled unilaterally by RailTel, in case not received within the contracted delivery period.</p> <p>T0- Date of LOI issue by RailTel</p> <p>Phase-1, T1= T0+30 days-20 locations.</p> <p>Phase -2, T2=T1+30 days-40 locations.</p> <p>Phase-3, T3= T2+20 days-balance locations.</p>	Undertaking to be submitted
14	Bidder/Partner has to undertake that they shall provide last mile media connectivity through Optical Fiber Connectivity (OFC) for 90% of the locations and balance 10% locations may be on RF. Bids of Bidder/Partners not providing this undertaking on their letter head duly signed by their authorized signatory, shall be summarily rejected.	Undertaking to be submitted
16	The interested Bidder/Partner should be an Empanelled Partner with RailTel on the last date of bid submission of EOI.	Copy of Empanelment letter issued by RailTel
17	The interested Bidder/Partner 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	Undertaking to be submitted as per Appendix-3

	Finance, Government of India, including revisions.	
19	The interested Bidder/Partner should submit undertaking that there is not any ongoing or past, arbitration case(s) between 'RailTel or Organizations under Indian Railways' and 'Interested Bidder/Partner' on the last date of submission of EOI.	Undertaking to be submitted
20	Undertaking in the form of Affidavit as mentioned at Appendix-6 shall be submitted by the Bidder/Partner along with Technical bid. Without this the bid will be summarily rejected.	Undertaking Affidavit to be submitted as per Appendix -6
21	<p>The interested Bidder/Partner shall not have a conflict of interest with one or more bidding parties. Participation of interested Bidder/Partner(s) with a conflict-of-interest situation will result in the disqualification of all bids in which it is involved. A Bidder/Partner may be in a conflict of interest with one or more parties if including but not limited to :</p> <p>Have controlling shareholders as his/her family members viz. spouse, son, daughter, father, mother or brother etc. in common or ;</p> <p>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.</p>	Undertaking to be submitted

Note: -

- a) Joint Venture/Consortium is not allowed.
- b) Documentary proof to be submitted along with the bid. The Bidder/Partner must attach valid documents in support to their Technical and Financial capabilities/strength, as mentioned above. Without proper supporting documents, the Bid proposals are liable to be rejected.
- c) Even though the Bidder/Partners meet the above qualifying criteria, they are subject to disqualification if they have:
 - i Made misleading or false representations in the forms, statements and attachment submitted in proof of the qualification requirements; and/or
 - ii Record of poor performance such as abandoning the works, not properly completing the contract due to Contractor's failure, litigation history, or financial failures etc.

6. TECHNICAL SOLUTION & ARCHITECTURE (INSTRUCTIONS) :

Bidder/Partner must provide their technical solution along with the architecture as per the following structure.

Any extra information may be provided as separate section at the end of Technical Bid document.

1. Executive Summary
2. Backbone and NOC Infrastructure
3. Details about the Last Mile backbone infrastructure, covering:
 - a. Technical design and architecture
 - b. Backbone - Own or Shared, Details of Wired and Wireless Connectivity
 - c. Backbone link capacity and redundancy
 - d. Switching mechanism followed in the event of failure of link.
 - e. Security features in backbone
 - f. Certifications for backbone, if any [copy of same to be enclosed]
 - g. Details of NoC, Primary and backup [location, address etc.]
 - h. Details of Infrastructure, Manpower at NoC
 - i. Details of any accreditations / certifications for NOC, Security such as Information Security, Cyber Security, etc., [copy of same to be enclosed,if any]

4. Proposed Solution Architecture including Last Mile Connectivity for the scope mentioned in the RFP
 - a. Overall Solution Architecture.
 - b. Schematic representation of the solution/ network architecture
 - c. Any assumptions made while designing the solution, service provider to give details of the same.
 - d. Details of PoP [manned/unmanned, location address, contact details etc.] from which last mile is extended to each location. PoP level redundancy how it is taken care.
 - e. Maximum capacity of last mile proposed
 - f. Details of service providers with whom you have tied-up (if any) for last mile. [proof of same to be attached]
 - g. Provide sample reports from 2/3 live customer sites for 3 /4 types of locations [metro, semi-urban, rural and remote] for each type of link used [wired or wireless] showing link utilization, downtime etc., for the last 2/3 months.
5. Project Management
 - a. Project Management Methodology
 - b. Proposed Project Organization
 - c. Project Risk Management Plan
 - d. Detailed Project Plan capturing but not limited to the following:
 - i. Key Implementation Objectives
 - ii. Key Deliverables and implementation schedule for the same
 - iii. Roll-out Action Plan
 - iv. Roll-out Timelines
 - v. Key Locations with proposed bandwidth
 - vi. Acceptance Test Plan
 - vii. Exit & Transition Plan
6. Monitoring, Reporting and Support & Helpdesk Services Plan
 - a. Details/Mechanism of the pro-active monitoring needs to be provided.
 - b. Details of on-line portal proposed for CoR for monitoring uptime/downtime, SLA parameters. Screen shots of various reports which can be obtained from the portal to be submitted.

- c. Escalation Matrix [for time bound implementation and regular support and maintenance]
- d. Call logging mechanism [for emergencies]. The entire process from call logging to call resolution to be mentioned in detail.
- e. Presence of service provider at all locations/offices. Details of service provider at each location [address, contact details etc.] to be provided.

7. Technical Bid Documents Checklist:

7.1 The Technical Bid/Part shall contain the following documents, the scanned copies thereof shall be uploaded on the portal:

Document Set	Name of Document	Content
Part One	a) EOI Document Fee b) Bid Security/ Earnest Money Deposit (EMD)	a) Copy of EMD and EOI Fee receipt
	Eligibility Criteria	a) All Documents of Eligibility Criteria as per Clause 05 - along with all the required supporting documents. b) Details of Bidder/Partner (In Bidding Entity's Letter Head) as per Appendix-7. c) Copies of GST registration certificate and Permanent Account Number (PAN). d) Power of Attorney to Authorized Signatory as per Annexure-7. e) Bid Submission Form (In Bidding Entity's Letter Head) as per Appendix-8. f) Financial standing of the Bidder/Partner for last three years FY18-19, 19-20 & 20-21(Certified by Chartered Accountant (CA). g) Copies of balance sheets, profit- loss statements and IT returns of last three years (Certified by Chartered Accountant (CA). h) Affidavit regarding correctness of Bidder/Partner's Information/ Documents/

		<p>Certificates Appendix 6 (On Non-Judicial Stamp of Rs. 100).</p> <p>i) Declaration regarding non-blacklisting/debarring (In Bidding Entity's Letter Head) as per Annexure-j)</p> <p>Declaration for Accepting Terms & Conditions of Bid Document (In Bidding Entity's Letter Head-Annexure - A).</p> <p>k) All Annexures and Appendix mentioned in the EOI document as applicable to the Bidder/partner.</p>
Part Two	Technical Solution	Technical Solution as per Clause 06 and scope of work defined in the bid document.

- 7.2 Please note that Prices should NOT be indicated in the Technical Bid but should only be indicated in the Commercial/Financial Bid Only (To be submitted Online Only on e-tendering portal).
- 7.3 All the pages of the bid must be sequentially numbered. The bid documents must contain in the beginning of the document, a list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- 7.4 The original bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder/Partner itself. Any such corrections must be initialed by the person (or persons) who sign(s) the bids.
- 7.5 All the pages of the submitted bid should be stamped and signed by the Bidder/Partner/ authorized signatory.
- 7.6 Failure to submit the bid before the submission deadline specified in the Fact Sheet would cause a bid to be rejected.
- 7.7 Authority will not accept delivery of bid by fax, e-mail or in person.

8. AWARD OF CONTRACT :

8.1 Award Criteria.

- 8.1.1 Subject to this Clause, RailTel will award the Contract to the Bidder/Partner whose bid has been determined to be technically responsive by the evaluation committee and who has offered the lowest evaluated bid price.
- 8.1.2 In the eventuality of failure on the part of the Successful Bidder/Partner to submit the performance security within the stipulated time, the Bidder/Partner shall be debarred in future from participating in all the Bids from any Government owned agency/

corporation/Employer/special purpose vehicle, for three years and will be recommended for blacklisting by the competent Employer.

9. RailTel's Right to Accept any Bid and to Reject any or all Bids.

RailTel reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids at any time prior to the award of Contract, without assigning any reason thereof and without thereby incurring any liability to the affected Bidder/Partner or Bidder/Partners or any obligation to inform the affected Bidder/Partner or Bidder/Partners of the grounds for RailTel's action.

10. Notification of Award:

- 10.1 The Bidder/Partner, whose Bid has been accepted, shall be notified as successful Bidder/Partner by RailTel prior to expiration of the Bid validity period by e-mail /courier. This letter (hereinafter and in the Conditions of Contract called the "**Letter of Intent (LoI)**") will state the sum that RailTel will pay to the Bidder/Partner in consideration of the execution, completion and remedying defects of the Works by the Selected Bidder/Partner as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 10.2 Upon the issue of LOI by RailTel to successful Bidder/Partner, the Performance Security (PBG) will be submitted by the successful bidder/partner within 15 days of LOI date.
- 10.3 A Detailed Project Plan including but not limited to Project Organization, Project Management, Project Risk Management, Key Objectives, Project Delivery Schedule, Acceptance Test Plans, Communication Structure, Helpdesk Management, Monitoring and Reporting, Roles and Responsibilities, Exit Management Plan, Processes and Tool Sets used for quality assurance, security in accordance with the industry best practices, shall be submitted within 15 days from the date of LOI issued by RailTel for further submission to CoR.

- 10.4 The **Contract Agreement shall be signed between RailTel and the successful Bidder/Partner in the office of the RailTel within 28 days following the issue of the Letter of Intent, on successful submission of Performance Security as mentioned in the EOI Document. This will incorporate all Terms and conditions as signed between CoR and RailTel.**
- 10.5 The notification of award /issue of LOA will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions mentioned in the RFP within 15 days of issue of letter of intent.

11. Proposal Preparation and Submission Cost:

11.1 All participating Bidders/Partners are required to register in the e-nivida portal (Link is <https://railtel.enivida.com/>).The Bidder/Partner intending to participate in the bidding is required to register in the portal using his/her active personal/official e-mail ID as his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/ She must submit the relevant information as asked for, about the firm/contractor.

11.2 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.

12. 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 Bidder/Partners 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.

13. Bid Validity Period:

13.1. 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.

13.2. 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.

14. Implementation Schedule:

Delivery period for execution would be 80 days from the effective date of Letter of Intent(LOI), issued by RailTel to the successful bidder. Please note that LOI can be cancelled unilaterally by RailTel, in case below timelines are not met and delivery of sites is not done within the contracted delivery period.

T0- Date of LOI issue by RailTel

Phase-1, T1= T0+30 days-20 locations

Phase -2, T2=T1+30 days-40 locations

Phase-3,T3= T2+20 days-balance locations

15. 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/Partner'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.

16. Language of Bid :

The bid prepared by the interested partner and all correspondence and documents relating to the bids exchanged by the Bidder/Partner and RailTel, shall be written in English Language, provided that any printed literature furnished by the Bidder/Partner 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.

17. Submission of Bid :

17.1. The interested Bidder/Partner 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.

17.2. Interested Bidder/Partners 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.

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

18. Payment Terms:

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

18.2. 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/Partner'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/Partner.

18.3 Documents list required at the time of payment/invoice submission by selected Bidder/Partner 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/Partner/vendor against invoices raised by RailTel for such services.
- iii Submission/Declaration of applicable BG amount against PO issued to selected Bidder/Partner/vendor.
- iv Original Invoice for the period claimed.
- v TDS declaration.
- vi Photocopy of all documents submitted by RailTel along with their invoice to customer.
- vii Bill Passing Authority shall be TM/Chandigarh and Bill Paying Authority shall be JGM/F

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

19.1. 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 (30) days of the notification of award (done through issuance of the LOI/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. Bank Guarantee has to be confirmed with Structured Financial Messaging System (SFMS) confirmation from the issuing Bank in favour of RailTel. The SFMS report is also to be submitted in case of renewal / extension of PBG.

19.2. The PBG should be valid for a period of 120 days (4 months) beyond the date of validity of the contract i.e for a period of 40 (36+4) months. 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.

19.3. 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.

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

19.5. 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. 19.1. to Clause No. 19.4 are to be followed by the CSP.

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

19.7. 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/Partner. The Said PBG will be issued by Selected Bidder/Partner from Scheduled Bank favouring RailTel Corporation of India Limited. No Indemnity Bond in lieu of such PBG will be accepted by RailTel.

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

19.9 Successful bidder/partner is required to furnish security deposit in the form of Performance Bank Guarantee, the same should be submitted within 30 days of issue of LOI/LOA/PO failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOI/LOA/PO.

20. Details of Commercial Bid / Financial Bid

20.1. Successful bidder/Partner which shall emerge L-1 or lowest bidder shall be called "Commercially Suitable Partner" (CSP).

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

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

20.4. The rates mentioned in the commercial bid of the CSP will form basis of commercial transaction between RailTel and Bidder/Partner.

20.5. 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.

20.6. 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.

20.7. 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**.

20.8. 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.

21. 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.

22. SERVICE LEVEL AGREEMENTS (SLAs):

SLAs shall be applicable on back to back basis at actuals. The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the successful Bidder/Partner for the duration of this Agreement. SLA shall become the part of Agreement between RailTel and the Successful Bidder/Partner. SLA defines the terms of the Successful Bidder/Partner's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in this section. The Successful Bidder/Partner shall comply with Service Levels requirements to ensure adherence to project timelines, quality and availability of services. The Successful Bidder/Partner shall provision for Hardware/ Software/ Automated Tools to monitor all the SLAs mentioned in the RFP. Penalties shall not be levied in the following cases:

- a. There is a Force Majeure event effecting the SLA which is beyond the control of the Successful Bidder/Partner.
- b. The non-compliance to the SLA is due to reasons beyond the control of the Bidder/Partner.

Note:

- i. Theft cases by default would not be considered as "beyond the control of Bidder/Partner". However, certain cases, based on circumstances and certain locations, RailTel/ End User Department may agree to qualify as "beyond the control of Bidder/Partner".

- ii. Power shut down (less than 1 hour) would not be considered as “beyond the control of Bidder/Partner”.
- iii. Damages due to road accident/ mishap will be considered as “beyond the control of Bidder/Partner”.
- iv. Bidder/Partner is also required to note that in case of SLAs not being made applicable for cases considered as “beyond the control of Bidder/Partners”, the Bidder/Partner would still need to replace the component (if it is not functional as per SLA) within the SLA defined for resolution of Critical level/Medium level/Low level issues. In case the Bidder/Partner doesn’t adhere to the Issue Resolution SLA timelines, the original SLA shall be made applicable.

22.1. Definitions

For the purposes of this service level agreement, the definitions and terms specified in the contract along with the following terms shall have the meanings set forth below:

Sr. No.	Term	Definition
A	Uptime	Shall mean the time period for the specified services / components with the specified technical service standards are available to the user department.
B	Downtime	Shall mean the time period for which the specified services / components with specified technical and service standards are not available to the user department and excludes downtime owing to Force Majeure & Reasons beyond control of the successful Bidder/Partner.
C	Latency	Refers to the average time required for round-trip packet transfers between selected junctions/locations on the selected portions of the network backbone during a calendar month.

D	Packet Loss	Refers to the average percentage of IP packets transmitted between selected junctions/locations during a calendar month that are not successfully delivered.
E	Planned Network Outage	Refers to unavailability of network services due to infrastructure maintenance activities such as configuration changes, upgradation, or changes to any supporting infrastructure. Details related to such planned outage shall be approved by the RAILTEL or any RAILTEL authorized authority and shall be notified to all the concerned stakeholder in advance (at least five working days). It is desirable that such outage shall be taken on Sundays or other Government holidays to the extent possible.
F	Unplanned Network Outage	Refers to an instance other than the planned link outage in which no traffic can pass in or out through which users are connects to the network Backbone
Sr. No.	Term	Definition
G	Incident	Refers to any event/abnormalities in the functioning of the Services specified as part of the Scope of Work of the successful Bidder/Partner that may lead to disruption in normal operations of the overall system.
H	Response Time	Shall mean the time elapsed from the moment an incident is reported in the Helpdesk, over phone or by any applicable mode of communication, to the time when a resource is assigned for the resolution of the same.
I	Resolution Time	Shall mean the time taken (after the incident has been reported at the helpdesk), in resolving (diagnosing, troubleshooting, and fixing), the services related troubles.
		<p>The network outage, security or performance related issues impacting the network availability/performance and leading to unavailability of the services.</p> <p>Resolution of incidence as per below priority levels:</p>

J	Incidence Resolution/ Request Resolution	L1 Level Severity: Impacting DC, DRC, ICC, Other Viewing stations or Control Rooms as defined in the scope. L2 Level Severity: Impacting one or more zones. L3 Level Severity: Impacting one or more junctions/ endpoints/ offices L4 Level Severity: Impacting one or more end devices/ utilities		
		#	Severity	Issue Resolution Time
		1	Level 1	1 Hour
		2	Level 2	3 Hours
		3	Level 3	8 Hours
		4	Level 4	48Hours

22.2 UPTIME & PENALTY FOR AVAILABILITY

- i. Successful Bidder/Partner should ensure 99.5% uptime on 24x7x365 basis at all locations. Uptime will be calculated on monthly basis for each location and payment will made post-usage in each quarter.

The percentage uptime (SLA Performance Score) shall be calculated on monthly basis as follows:

- Availability (in%) = $\{(A - B) * 100\} / A$
- A = Total No of Network Uptime (hours/month) = Total Time (hours/month) minus Scheduled Maintenance Time (hours/month)
- B = Total Downtime (hours/month)

In case uptime falls below the guaranteed (99.5%) level, RAILTEL twill impose a penalty as per the chart given below:

Sr. No.	Level	Uptimes	Penalty in % of Total Monthly Payment
1	A	>= 99.5	0
2	B	98.5 - 99.5	5

3	C	97.5 – 95.5	10
4	D	95.5 – 80	15
5	E	< 80	20

- ii. If the uptime for two consecutive months in a quarter falls less than 99.5% for any location, then an additional 1% penalty over and above the total penalty amount payable for the quarter will be deducted.
- iii. The Service Provider shall be responsible for maintaining the desired performance and availability of the services. The Service Provider should ensure the prompt service support during Contract period. The overall penalty cap would be 20% of the Quarterly Invoiced amount. If the Service Provider fails to provide services as specified above, the following penalty will be imposed.
- iv. If the uptime is found to be less than 80% for two consecutive quarters, then the vendor must reassess and provide an alternate connectivity at no additional cost until the issue is resolved. Same SLAs would be applicable to this alternate connectivity.
- v. In case of link failure due to WAN Network hardware (maintained by the successful Bidder/Partner) failure, penalty as specified in the RFP will be applicable.
- vi. **Downtime details:** Downtime/outage is the period of unavailable time, which begins when one of the following situations arises.
 - a. The link is down at the physical layer itself. The Service Provider shall be able to monitor the physical layer of the link proactively from the NOC through its Network Management System (NMS). The downtime will start from the moment event is recorded by the NOC or after the RAILTEL/MSI/ or any other authorized entity, logs a complaint at service provider's helpdesk, whichever is earlier. The downtime will be measured from the NMS reports.
 - b. Down time due to the following situations will not be considered for the purpose of penalty calculation for leased line downtime:
 - i. Link down due to power failure and CPE (Customer Premises Equipment) switch-off at the respective locations.
 - ii. Scheduled maintenance by the successful Bidder/Partner, with prior intimation.

22.3. MEASUREMENT OF SLA

The SLA metrics provided specifies performance parameters as baseline performance, lower performance, and breach. All SLA calculations will be done on quarterly basis. The SLA also specifies the liquidated damages for lower performance and breach conditions.

Payment to the successful Bidder/Partner is linked to the compliance with the SLA metrics. The metrics specifies three levels of performance, namely,

1. The successful Bidder/Partner will get 100% of the Contracted value if all the baseline performance metrics are complied with and the SLA Performance Score is 100.
2. The successful Bidder/Partner will get lesser payment in case of the lower performance. (For e.g. if SLA Performance Score is 80 then the successful Bidder/Partner will get 20% less on the quarterly payment – The formula calculating the deductions is “(100 – SLA Performance Score %”).
3. If the performance in respect of any parameter falls below the prescribed lower performance limit, it will be considered as breach of SLA by the successful Bidder/Partner.

The Performance Score during the quarter will be considered for computing penalty. The quarterly payment shall be made after deducting the penalties as mentioned.

The aforementioned SLA parameters shall be measured as per the individual SLA parameter requirements and measurement methods, through appropriate SLA Measurement tools to be provided by the successful Bidder/Partner which may be audited by RailTel or its appointed agency/ authority for accuracy and reliability.

RailTel shall also have the right to conduct, either itself or through any other agency as it may deem fit, an audit/ revision of the SLA parameters. The SLAs defined, shall be reviewed by RailTel on an annual basis after consulting the successful Bidder/Partner and the ICCC project implementation partner and might include some corrections to reduce undue relaxation in Service levels or some corrections to avoid unrealistic imposition of liquidated damages, which are noticed after project has gone live.

If the delay in implementation or performance is due to reasons not attributable to the successful Bidder/Partner, then the successful Bidder/Partner will be expected to submit proofs of the same to RailTel clearly highlighting the reason and agency/ party responsible for the delay. If the submitted proofs are acceptable to RailTel, penalty would not be applicable.

22.4 SLA FOR SECURITY BREACH

Note – This SLA for Security Breach is applicable over and above the SLAs mentioned in above table.

Definition	<p>Security of the overall system is utmost important, and the successful Bidder/Partner shall be required to ensure no compromise is done on the same. Security Breach types considered for this SLA are:</p> <ul style="list-style-type: none">a) Availability of Data feeds to any other user than those authorized by RAILTEL/ End User Department and provided passwords.b) Availability of any report/data to any other user than those authorized RAILTEL/ End User Department and provided passwords.c) Successful hacking of any active component on the network by any unauthorized user OR any other privacy rule is broken as per Govt. of India guidelines.d) Any other security breach which can compromise the system uptime/ accuracy/ privacy etc.
Service Level Requirement	Security compliance of the system should be 100%. There would be Zero Tolerance policy against such breaches.
Measurement of Level Service Parameter	Any reported security breach shall be logged into the SLA Management solution as a security breach.
Penalty for Non achievement of SLA Requirement	For every security breach reported and proved, there shall be a penalty of INR 2,00,000/- or lead to termination of contract.

22.5 SLA AND PENALTY FOR HELPDESK RESPONSE AND RESOLUTION

Note – This SLA for Helpdesk Response and Resolution is applicable over and above the SLAs mentioned in the above table.

Sr. No.	Service Level Requirement	Penalty
1	Response For every % calls beyond 1% (i.e. 0.01% of contract value (excluding GST for more than 1% of the calls not or any other taxes) per % calls or part getting responded in less than or thereof shall be levied per quarter equal to 60 seconds) per quarter	0.01% of contract value (excluding GST or any other taxes) per % calls or part thereof shall be levied per quarter
2	Resolution For every % resolutions beyond 1% (i.e. for more than 1% of the resolutions not provided in less than or equal to 4 hours) per Quarter	0.01% of contract value (excluding GST or any other taxes) per % calls or part thereof shall be levied per quarter

Maximum penalty of 0.1% of contract value (excluding GST or any other taxes) per quarter will be levied. In case of more than 3 instances of breach within the project year, CoR reserves the right to invoke the termination clause.

22.6 SLA FOR GUIDELINES BREACH

Note – This SLA for Guidelines Breach is applicable over and above the SLAs mentioned in above table.

Definition	Guidelines Breach includes non-compliance to guidelines set by Government of India, Government of State/ UT, CoR, etc.
Service Level Requirement	It is expected that the successful Bidder/Partner would comply with all the Policy/ Procedural / Regulatory Guidelines enforced by Government of India, Government of State/ UT, CoR and other

	related bodies and as amended from time to time.
Measurement of Level Service Parameter	In cases of non-compliance to guidelines, resolution of issue is mandatory. The successful Bidder/Partner would be required to respond with the action plan/change request, as applicable, and resolve the guidelines breach within 2 weeks.
Penalty for Non-achievement of SLA Requirement	For every occurrence, 0.01% of contract value (excluding GST or any other taxes)

Maximum penalty of 0.1% of aggregated contract value (excluding GST or any other taxes) will be levied for Guidelines Breach. In case of severe issues, CoR reserves the right to invoke the termination clause.

22.7 SLA HOLIDAY PERIOD

- 22.7.1 This SLA holiday period is only for the purpose of streamlining the operations and monitoring of the systems and processes.
- 22.7.2 Any planned application/server downtime would not be included in the calculation of application/ server availability.

22.8 EXCLUSIONS / CONDITIONS FOR WHICH DOWNTIME WILL NOT BE CONSIDERED AS DOWNTIME:

- 22.8.1 Downtime due to 'planned outage' for which prior approval has been given by CoR.
- 22.8.2 The uptime or Downtime calculation will not include any down time related to any media & its equipment, which are not provided/ installed by the Service Provider.
- 22.8.2.1 The downtime caused due to problems related to non- availability of power, due to switch off / failure of power and/ or power fluctuations, hardware failure due to above.

Note: For any planned downtime, the Service Provider will inform CoR and RailTel, in writing at least 7 working days in advance and will take prior written permission.

All planned activities for which downtime is required would be carried out in non- peak hours only and it is desirable to carry out such activities on off days i.e. public holiday only.

23. 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.

24. Suspension, Revocation or Termination of Contract / Agreement:

24.1. 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.

24.2. 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/Partner 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.

25. Dispute Settlement:

25.1. 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.

25.2. 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.

25.3. All arbitration proceedings shall be conducted in English.

26. 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.

27. Statutory Compliance:

27.1. 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.

27.2. The Bidder/Partner 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.

28. Intellectual Property Rights

28.1. 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.

28.2. 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.

29. Severability

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.

30. Force Majeure

30.1. 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.

30.2. 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.

31. Indemnity:

31.1. 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/Partner. 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.

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

32. Limitation of Liability towards RailTel

32.1. 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.

32.2. 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.

33. Confidentiality cum Non-disclosure:

33.1. 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.

33.2. 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.

33.3. 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.

33.4. 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.

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

34. 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.

35. 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.

36. Exit Management :

36.1. 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.

36.2. 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).

36.3. 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.

36.4. 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.

37. 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.

38. 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.

39. Contract/ Quantity Variation Clause:

Within the period of contract, in case the CoR wishes to increase/decrease the scope of work , then same shall be applicable to the CSP or L-1 bidder. The variation in quantities shall be dealt as per the policy of RailTel. In case CoR wishes to extend the contract with RailTel beyond 3 years period, then RailTel shall approach the CSP or L-1 bidder for negotiation of the rates quoted by Successful bidder/Partner. Post negotiation, Contract may be extended after seeking approval of the Competent authority in RailTel.

EOI COVER LETTER
(On Organization Letter Head)

Bid Ref No. :

Date:

To,

Territory Manager/Chandigarh,
RailTel Corporation of India Limited,
Railway Telephone Exchange,
Railway Station, Chandigarh-160102

Ref : 1. EOI No.: RCIL/NR_CDG/EOI/MKTG/JSCL/2022-23 dated 20th Sep 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 11 (from Clause 5.1 to Clause 5.21) 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/Partner shall be liable for penal action as per Government of India norms, if deviation is found at any stage during the contract.
9. I hereby undertake that SLAs as applicable in CoR tender and PO issued to RailTel by CoR shall be applicable on back to back basis and payments shall be released to our organization after deduction of actual penalties deducted by CoR from RailTel bills submitted to CoR.

Signature of Authorised Signatory

Name

Designation

Annexure - 02

Local Content Compliance
(On Organization Letter Head)

Bid Ref No. :

Date:

To,

Territory Manager/Chandigarh,
RailTel Corporation of India Limited,
Railway Telephone Exchange,
Railway Station, Chandigarh-160102

Ref : EOI No.: RCIL/NR_CDG/EOI/MKTG/JSCL/2022-23 dated 20th Sep 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_CDG/EOI/MKTG/JSCL/2022-23 dated 20th Sep 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/Partner
5	All Annexures as applicable as per EOI No.: RCIL/NR_CDG/EOI/MKTG/JSCL/2022-23 dated __th Sep 2022
6	Compliance of eligibility criteria related documents as per Clause 5
7	All Appendix(s) as applicable as per EOI No.: RCIL/NR_CDG/EOI/MKTG/JSCL/2022-23 dated __th Sep 2022
8	Any relevant document found suitable by Bidder/Partner

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 Bidder/Partners, as per the requirement.

Annexure – 04

Financial Bid

(On Organization Letter Head)

Bid Ref No. :

Date:

To,

Territory Manager/Chandigarh,
RailTel Corporation of India Limited,
Railway Telephone Exchange,
Railway Station, Chandigarh-160102

Ref : EOI No.: RCIL/NR_CDG/EOI/MKTG/JSCL/2022-23 dated **20th** Sep 2022

Sr. No.	Annual Charges Description	Recurring (Item)	Quantity (A)	Basic Rate (B) (Inclusive of GST @ 18%) (INR)	Total Amount (C=A*B) (Inclusive of GST @ 18%) (INR)	Total Amount (In Words)
1	1 st year rate for 50 Mbps		29	100274.4	2907958.57	
2	1 st year rate for 100 Mbps		39	186717.3	7281974.7	
3	1 st year rate for 1 Gbps		3	864431.6	2593294.85	
4	2 nd year rate for 50 Mbps		29	100274.4	2907958.57	
5	2 nd year rate for 100 Mbps		39	186717.3	7281974.7	
6	2 nd year rate for 1 Gbps		3	864431.6	2593294.85	
7	3 rd year rate for 50 Mbps		29	100274.4	2907958.57	
8	3 rd year rate for 100 Mbps		39	186717.3	7281974.7	
9	3 rd year rate for 1 Gbps		3	864431.6	2593294.85	
TOTAL QUOTE FOR 03 (THREE YEARS)					38349684.35	
Quote (% below)					X%	
Final Rate (Incl. Taxes)					=38349684.35* (1- X%)	

- The Financial Part/Bid shall be filled **online through e-nivida portal only.**
- The bidder/partner shall quote rate of each item in the relevant column/ summary list in the Schedules given in lieu of Bill of Quantities.
- All duties, taxes (including GST) and other levies including for possible future variations payable by the Bidder/Partner under the contract or for any other cause shall be included in the rates quoted by the bidder/partner. Offered price should be inclusive of all applicable taxes. Bidder/Partner should mention & upload the applicable taxes with percentage & amount of tax.

- d) Rates quoted by the Bidder/Partner shall be fixed during the Bidder/Partner's performance of the contract and not subject to any variation on any account unless otherwise specified in the contract.
- e) Rates shall be quoted in figures as well as in words. If any difference is found in figures and words, the rate in words shall be taken as valid and correct.
- f) All the pages of the submitted bid should be stamped and signed by the Bidder/Partner/his authorized representative.
- g) Bid sent by e-mail or fax etc. shall not be considered.
- h) The Bidder/Partner shall bid for the whole work as described in the Scope of Work/ Summary sheet and detailed in Bill of Quantities.
- i) The rates and prices quoted by the Bidder/Partner shall remain fixed for the Contract period and shall not be subjected to any adjustments due to rise or fall in the market prices.
- j) The price bid should indicate the prices in the prescribed format at "**Annexure – 4**" only.
- k) The Bidder/Partner shall quote fixed yearly charges per link. A bid uploaded with an adjustable price quotation will be treated as non-responsive and may be rejected.
- l) During the period of contract, it is possible that CoR may upgrade/downgrade/remove any/all of the links and in such case ,same shall be applicable to the successful bidder on back to back basis and commercial for such links shall be as per the margin discovered through this EOI vis-à-vis CoR PO placed to RailTel.
- m) Prices shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding. Arithmetical errors will be rectified on the following basis.
 - i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
 - ii. If the Bidder/Partner does not accept the correction of the errors as per SN I above, its bid will be rejected.
 - iii. If there is a discrepancy between words and figures, the amount in words will prevail.
- n) Any discrepancy relating to prices quoted in the offer across different sections of the bid, only prices given in the prescribed format given at "Annexure – 4" of this RFP shall prevail.
- o) The Bidder/Partner should provide calculations for the quoted bandwidth charges, without which the bid is liable for rejection. Any arithmetical errors in these calculations will be on Bidder/Partner's account.
- p) **Bidder/Partners may verify the actual distances between the Locations before quoting for the same and may undertake a survey, if required. The costs of visiting the site shall be at the Bidder/Partner's own expense.**
- q) The rates specified / quoted by the Bidder/Partners should not be more than the rates specified by TRAI or any other Regulatory Authority of Govt. of India.
- r) Discount if offered, should not be mentioned separately. It should be included in Price Bid.
- s) Any effort by a Bidder/Partner or Bidder/Partner's agent / consultant or representative howsoever described to influence the RAILTEL in any way concerning scrutiny / consideration / evaluation / comparison of the bid or decision concerning award of contract shall entail rejection of the bid.
- t) Unit rates should be quoted separately for each item. Quantities can be increased or decreased by RAILTEL and Bidder/Partner has to supply deviated quantities at the rates prescribed and approved by the RAILTEL in the tender document.

Signature of Authorised Signatory
Name Designation

Annexure - 05

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On Stamp Paper of ₹ One Hundred)

To,

Territory Manager/Chandigarh,
RailTel Corporation of India Limited,
Railway Telephone Exchange,
Railway Station, Chandigarh-160102

Ref : EOI No.: RCIL/NR_CDG/EOI/MKTG/JSCL/2022-23 dated 20th Sep 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 2022 for (Name of Bank)

In the presence of Witnesses:

1. Signature With Date

Name

2. Signature With Date

Name

Encl : SFMS PBG Report

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

NON-DISCLOSURE UNDERTAKING

To,
Territory Manager/Chandigarh,
RailTel Corporation of India Limited,
Railway Telephone Exchange,
Railway Station, Chandigarh-160102

Ref : EOI No.: RCIL/NR_CDG/EOI/MKTG/JSCL/2022-23 dated **20th** Sep 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/Partner/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 Bidder/Partners/Prospective Bidder/Partners for the EOI floated by RailTel for "Providing End to End Network Connectivity at Various Locations in Jammu for Customer of RailTel (CoR) under Jammu Smart City Project along with its Operation & Maintenance (O&M) for 03 years"
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/Partner, 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

Annexure-07

"FORMAT FOR POWER OF ATTORNEY TO AUTHORIZE SIGNATORY"

Power of Attorney

(To be executed on non-judicial paper of appropriate value as per Stamp Act relevant to place of execution)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms. (name), _____ son/daughter/wife of _____ and presently residing at _____, who is presently employed with us and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the- ****insert name of work**** proposed or being developed by the RailTel Corporation of India Limited (the "Employer") pursuant to the NIT document no. _____ issued by Employer, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidder/Partners and other conference and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till entering into the Contract Agreement with the Employer.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2022 _____

(Signature, Name, Designation and Address of Person Authorized by Board Resolution (in case of Firm/ Company)/ partner in case of Partnership firm)

Witness1: Witness2:

Accepted Notarized

(Signature Name, Designation and Address of Attorney)

DECLARATION REGARDING NON-BLACKLISTING

(On Organization Letter Head)

Bid Ref No. :

Date:

To,

Territory Manager/Chandigarh,
RailTel Corporation of India Limited,
Railway Telephone Exchange,
Railway Station, Chandigarh-160102

Ref : EOI No.: RCIL/NR_CDG/EOI/MKTG/JSCL/2022-23 dated 20th Sep 2022

Sir/ Madam,

I/ We have carefully gone through the Terms & Conditions mentioned in the referred Bid Document. I/ We confirm that our company or firm, is currently not blacklisted/debarred due to non/ poor performance or any litigation pending in any courts in India regarding Debarment/Blacklisting, in any manner whatsoever, by any State Government / Central Government / PSU / Government Authority in India/ ULBs as on the Bid Submission Date on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

Or I declare the following: -

Sr. No.	Blacklisted By (Organization Name)	Reason	Date on which blacklisted

NOTE: In case the company/ firm/ partner/ director/ owner was blacklisted previously, please provide the details regarding the Period for which the company/ firm/ partner/ director/ owner was blacklisted/ debarred and the reason/s for the same)

(Signature of authorized signatory of the Bidder/Partner)

Name:

Designation:

Seal:

Date:

Place:

Business Address:

Contact Number:

E-Mail Id:

(To be on company letter head)

Ref : EOI No.: RCIL/NR_CDG/EOI/MKTG/JSCL/2022-23 dated 20th Sep 2022

Date :

To,

Territory Manager/Chandigarh,
RailTel Corporation of India Limited,
Railway Telephone Exchange,
Railway Station, Chandigarh-160102

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_CDG/EOI/MKTG/JSCL/2022-23 dated 20th Sep 2022

Date :

To,

Territory Manager/Chandigarh,
RailTel Corporation of India Limited,
Railway Telephone Exchange,
Railway Station, Chandigarh-160102

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_CDG/EOI/MKTG/JSCL/2022-23 dated 20th Sep 2022

Date :

To,

Territory Manager/Chandigarh,
RailTel Corporation of India Limited,
Railway Telephone Exchange,
Railway Station, Chandigarh-160102

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/Partner of a country which shares a land border with India I certify that this Bidder/Partner 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/Partner 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/Partner of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this Bidder/Partner 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/Partner 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_CDG/EOI/MKTG/JSCL/2022-23 dated 20th Sep 2022

Date :

To,

Territory Manager/Chandigarh,
RailTel Corporation of India Limited,
Railway Telephone Exchange,
Railway Station, Chandigarh-160102

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 2019-2020	FY 2020-2021	FY 2021-2022

- 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 -

Design

ation -

Company Seal

Appendix 5: Declaration for Dispute / Arbitration

(To be on company letter head)

Ref : EOI No.: RCIL/NR_CDG/EOI/MKTG/JSCL/2022-23 dated 20th Sep 2022

Date :

To,

Territory Manager/Chandigarh,
RailTel Corporation of India Limited,
Railway Telephone Exchange,
Railway Station, Chandigarh-160102

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 ofas
per the EOI No. RCIL/NR_CDG/EOI/MKTG/JSCL/2022-23 dated 20th Sep 2022 of (RailTel Corporation
of India Limited), 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:

DETAILS OF BIDDER (IN BIDDING ENTITY'S LETTER HEAD)**Appendix-7**

Name of Company:	
Company Incorporation Details as per Company's Act 2013:	
Address of the corporate headquarters and its branch office(s), if any, in India:	
Date of incorporation and/or commencement of business:	
Brief description of the company including details of its main lines of business and proposed role and responsibility in this project.	
Details of individual (s) who will serve as the point of contact/communication for the Company:	
Name:	
Designation	
Company:	
Address:	
Telephone Number:	
E-Mail Address:	
Fax Number:	
Particulars of the Authorized Signatory of the Bidder:	
Name:	
Designation:	
Address:	
Phone Number:	
Fax Number:	

(Signature of authorized signatory of the Bidder)

Name:

Designation:

Seal:

Date:

Place:

Business Address: Contact Number: E-Mail Id:

BID SUBMISSION FORM (IN BIDDING ENTITY'S LETTER HEAD)

"APPENDIX - 8"

Ref No.

Date:

To,
Territory Manager,
RailTel Corporation of India Limited
Railway Station, Chandigarh-160102

Subject: Bid for *insert name of work*

Ref: Your EOI Document No. RCIL/NR CDG/EOI/MKTG/ISCL/2022-23 dated 20th Sep 2022

We, the undersigned, declare that:

a) We have examined and have no reservations to the Bidding Document, including Addenda No.

We offer to execute in conformity with the Bidding Document the following Works: - *insert name of work*

I/We offer to execute the works described above and remedy any defects therein during the contract period in conformity with the Conditions of Contract, Scope of Work, Technical Specifications, drawings, Bill of Quantities and Addenda for the sum (s) as quoted by me/ us in our Financial Bid.

b) Our Bid shall be valid for a period of 30 days from the date of online submission of bid in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

c) If our Bid is accepted, we commit to submit a Performance Bank Guarantee for an amount of 05 % (Five percent) of the Contract Price valid for the due performance of the Contract i.e. 36 months after Go-Live.

d) We, including the subcontractor or suppliers for any part of the Contract, are/ shall be from India;

e) We are not participating, as Bidder, in more than one Bid in this bidding process, other than alternative offers, if permitted, in the Bidding Document;

f) Our firm/ company/ partner/ director and our sub-contractor has not been blacklisted/ debarred by State Government/ Central Government / PSU/ ULBs/ Government authority in India; g) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;

h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

- i) We have not paid, or will pay any commissions or gratuities with respect to the bidding process and for execution of the Contract, if awarded;
- j) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in this Bidding Document during this procurement process and execution of the Works as per the Contract;
- k) Unless and until a formal agreement is prepared and executed this Bid together with your written acceptance thereof, shall constitute a binding contract between us.

(Signature of authorized signatory of the Bidder)

Name:

Designation:

Seal:

Date:

Place:

Business Address:

Contact Number:

E-Mail Id: