

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/JKPolice/CCTV/2022-23
dated 28th Sep 2022**

Expression of Interest (EOI) for “Selection of Implementation Partner from RailTel Empanelled Business Associate for exclusive PRE-BID TEAMING ARRANGEMENT for Selection of System Integrator for Supply, Installation and Maintenance of CCTV Based Monitoring System for Police Stations and Police Posts in Union Territory of Jammu and Kashmir”

Issued by:

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

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

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

Email: - pushpenderkumar@railtelindia.com
ankur.mehta@railtelindia.com

<https://www.railtelindia.com>

Disclaimer

RailTel Corporation of India Ltd. (herein after called the RailTel) has prepared this Expression of Interest (EOI) document solely to assist prospective 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/JKPolice/CCTV/2022-23 dated 28th Sep 2022

RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites EOIs from RailTel’s Empanelled Partners for Selection of Implementation Partner from RailTel Empanelled Business Associate for exclusive PRE-BID TEAMING ARRANGEMENT for Selection of System Integrator for Supply, Installation and Maintenance of CCTV Based Monitoring System for Police Stations and Police Posts in Union Territory of Jammu and Kashmir ”

The details are as under:

SCHEDULE OF EVENTS

1	Date of EOI Floating	28 th Sep, 2022 at 15:00 Hours (T)
2	Last date for submission of Bids against EOI	03 rd Oct, 2022 at 21:00 Hours (T+5 days)
3	Opening of Bids received against EOI	04 th Oct, 2022 at 12:00 Hours (T+6 days)
4	Bidding Stage	Single Stage (Two Packet System)
5	EOI document cost inclusive tax (Non- refundable)	NIL
6	EOI processing fee exclusive tax (Non- refundable)	Rs. 7,500/- +GST
7	Estimated amount of bid	Rs 48.40 Cr
8	EMD for Pre-Bid Arrangement	Out of Total EMD i.e. Rs 48,40,000/- (Forty Eight Lakhs Forty Thousand Only) , that is to be submitted by bidder before submission of Bid to end customer , Token EMD - Rs.

9	Bid Submission Mode	<p>5,00,000/- (Fifty Five Lakhs) has to be submitted in online mode only, which shall be submitted alongwith EOI.</p> <p>Balance EMD amount of ₹ 43,40,000/- is to be paid in form of Bank Guarantee/Online Bank Transfer/Fixed Deposit in favour of “ RailTel Corporation of India Limited, New Delhi” issued by any scheduled commercial bank/Nationalized Bank, valid till the finalization of end customer RFP/Tender i.e. award of order and till submission of Performance Guarantee of requisite value required by end customer on back to back basis. Bank Guarantee has to be confirmed with Structured Finance Messaging System (SFMS) confirmation from the issuing bank in favour of RailTel. Format of BG should be as per Appendix-8</p> <p>Non -submission of remaining EMD i.e. Rs 43,40,000/- as applicable will lead to forfeiture of Token EMD.</p> <p>In case of Bank Guarantee, the bidder would have to deposit original Bank Guarantee in the office of :- TM/Chandigarh, RailTel Corporation of India Limited, Railway Telephone Complex, Railway Station, Chandigarh-160102</p> <p>EMD deposited by online mode shall not bear any interest.</p> <p>Online on https://railtel.enivida.com</p>
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Note : RailTel reserves the right to change the above dates at its discretion.

The Token EMD should be in the favor of RailTel Corporation of India Limited payable at Delhi through online bank transfer only/link in the enivida portal. Partner need to share the online payment transfer details like UTR No. date and Bank along with the proposal.

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

RailTel Bank Details for Submission of EMD through Bank Guarantee : Axis Bank Limited, Account no.912020032008218, IFSC Code: UTIB0003108.

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

Contact Details for this EOI :

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

Level:2 Contact: Sh. Udaiveer Singh, AGM/Projects
Email: udaiveer@railtelindia.com Contact: +91-7087039938

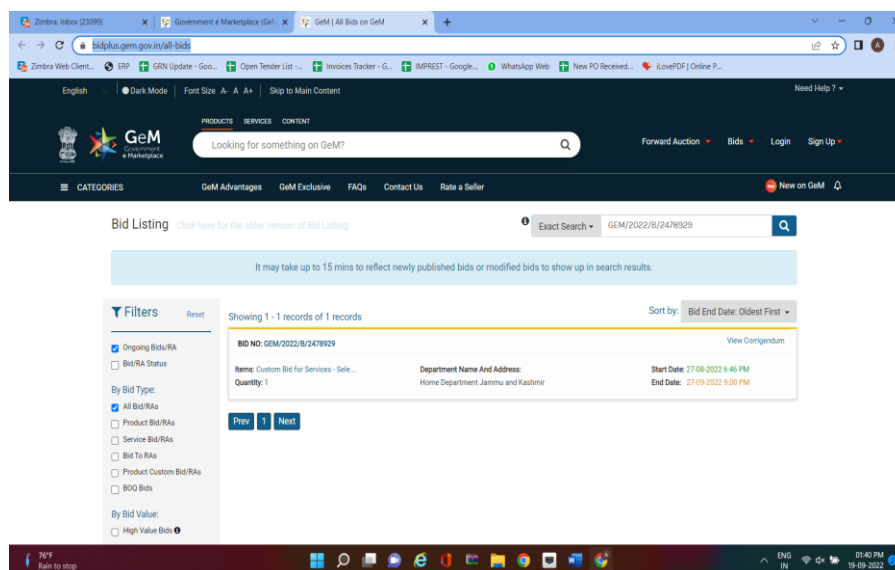
Level:3 Contact: Sh. Pushpender Kumar Position: TM/CDG
Email: pushpenderkumar@railtelindia.com Contact: +91-9871146592

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. This is an exclusive pre-RFP partnership arrangement with empanelled business associate of RailTel for participating in the end customer RFP. Selected partner's authorised signatory has to give an undertaking that they will not submit directly or indirectly their bids and techno-commercial solution/association with any other Organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to prospective customer Organization by RailTel). **This undertaking has to be given with this EOI Response, else the bid will be summarily rejected.**
4. 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.

Bidder has to agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP (GEM/2022/B/2478929 dt 27.08.22 and

corrigendum(s) issued thereof floated on <https://gem.gov.in> on <https://bidplus.gem.gov.in/all-bids>



5. Bidder also undertake to submit MAF of major items as asked in the RFP : GEM/2022/B/2478929 dt 27.08.22 and corrigendum(s) issued thereof against the proposed solution and other documents required in the end Customer Organization's tender in favour of RailTel against the proposed products. The selected BA has to provide MAF from the OEM in the name of RailTel for bidding in the concerned tender of CoR, if their proposed solution is quoted to the customer.
6. The selected bidder will have to accept all Terms & Conditions of CoR RFP's RFP : GEM/2022/B/2478929 dt 27.08.22 and corrigendum(s) issued thereof on back to back basis.
7. Any corrigendum(s) issued by CoR against their tender/ RFP : GEM/2022/B/2478929 dt 27.08.22 and corrigendum(s) issued thereof ,shall be the part and scope of this EOI document on back to back basis.
8. No exemption/relaxation is applicable to MSME/Startups.
9. Only, the eligibility clause/criteria for SI/BA(Prospective BA/SI) as mentioned in CoR's RFP is not applicable on the bidder/BA applying against this EOI. Rest

all Terms & Conditions of CoR RFP : GEM/2022/B/2478929 dt 27.08.22 and corrigendum(s) issued thereof will be complied by SI/BA/bidders.

10. However, OEM considered by SI for this project have to mandatorily comply all the eligibility & technical criteria/compliance on back to back basis in line with COR RFP : GEM/2022/B/2478929 dt 27.08.22 and corrigendum(s) issued thereof.
11. Please refer CoR RFP Payment terms as this will remain applicable on back to back basis on successful bidders.
12. Bidder may check the price/commercial bid as per Annexure 4 AND 4.1 and match the same with [FORMATS FOR SUBMISSION OF THE COMMERCIAL BID Annexure J](#), annexure J.1, annexure J.2 of CoR RFP GEM/2022/B/2478929 dt 27.08.22 of JKPolice and if found any discrepancy, may be brought in the notice of RCIL immediately and may modify their financial bid format as per CoR RFP's financial bid document.
13. Benefits available under MSME Act will not be applicable to EOI.
- 14. The selected Bidder/Partner/partner will have to accept all Terms & Conditions of Customer of RailTel (CoR) RFP on back to back basis. CoR RFP No. GEM/2022/B/2478929 dt 27.08.22 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.**

1. About RailTel

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

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

2. Background of EOI

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

In this regard, RailTel intends to participate in the tender floated by Police Organisation (hereafter referred to as 'CoR') and accordingly seeks to select a suitable partner for pre-bid arrangement.

RailTel intends to participate in RFP floated by Indian Police Organization (End Customer Organization) For Selection of System Integrator for Supply, Installation and Maintenance of CCTV Based Monitoring System for Police Stations and Police Posts in Union Territory of Jammu and Kashmir for end Customer Organization for agreed Scope of Work.

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

Bidder has to agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP. Bidder also undertake to submit MAF of major items of the proposed solution as asked in CoR RFP GEM/2022/B/2478929 dt. 27.08.2022 and other documents required in the end Customer Organization tender in favour of RailTel against the proposed products. The selected BA has to provide MAF from the OEM in the name of RailTel for bidding in the concerned tender of CoR, if their proposed solution is quoted to the customer.

The details of pertinent tender are as below:

Tender Title: RFP for Selection of System Integrator for Supply Installation and Maintenance of CCTV Based Monitoring System for Police Stations and Police Posts in Union Territory of Jammu and Kashmir against CoR RFP GEM/2022/B/2478929 dt. 27.08.2022 floated on <https://gem.gov.in/>

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

System Integrator (SI) shall quote for only single OEM/ make and model for each item description. **That make and model shall be clearly mentioned in the proposal.** Series of make and model will not be accepted, and bid shall be summarily rejected

3. Scope of Work

Scope of Work shall be on back to back basis at actuals as per the CoR RFP No. GEM . GEM/2022/B/2478929 dated 27.08.2022 and any corrigendum issued thereof.

The scope of work will be as mentioned in the end Customer organization RFP for "Selection of System Integrator for Supply Installation and Maintenance of CCTV Based Monitoring System for Police Stations and Police Posts in Union Territory of

Jammu and Kashmir” Vide Ref No. GEM/2022/B/2478929 dated 27.08.2022 on the website <https://gem.gov.in/> with latest amendment/ Corrigendum/ Clarifications. Detail of location wise quantity of cameras, storage sizing, switches and UPS is also mentioned in customer’s RFP Ref No. 2/2022-23 dated 07.04.2022 referred above in Pt.3

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

3.1 Summary of the Project

Jammu & Kashmir Police intends to install CCTV surveillance system across all the police stations and selected police posts in the UT of J&K. Through this RFP, the JK Police intends to select a SI for undertaking the following activities:

- Site assessment of all the police stations and selected police posts for identification of location of cameras, Control room, UPS and finalizing the BoQ in coordination with the SHO.
- Supply, installation, and commissioning of the CCTV surveillance system.
- Operation and Maintenance of the deployed CCTV surveillance system for a period of 3 years from the date of Go-Live.

Below are the extensive aspects of the scope of work for SI:

Locations	251 Police stations and 98 Police Posts
Cameras	Implementation of 4257 CCTV in 251 Police stations and 98 Police Posts Provision of IP CCTV Cameras as per the following: <ul style="list-style-type: none"> • 3000 Outdoor Bullet Cameras • 1062 Indoor Dome Cameras • 195 Outdoor PTZ Cameras Tentative details of location-wise cameras is provided at Annexure 1 of this document. Other than the PTZ cameras all the cameras should have Audio facility
Workstation	40” Display for local viewing at PS site
Viewing Centre	Viewing and Monitoring facility in respective SHO room of each PS (251) and PP (98) and remote health monitoring at UT HQ.

Compute and storage	Decentralized architecture: Video and audio feed to be stored at respective Police Station for a minimum of 18 months at 1080p resolution @ 25 FPS continuous recording for dome camera and 720p resolution @25FPS for outdoor. Compression for all the cameras should be H.265 In case of LAN failure, the system should have provision to store the video feed in the SD card of the camera for a period of 7 days at respective recording parameter.
Power Back-up	Solar UPS with 8 hours backup for 60% of Police stations and Online UPS with 4 hours backup for 40% Police stations and all Police Posts depending on the availability of power
Field components	A Rack to be installed by SI in every police station which will act as local storage center. NVR, Display along with accessories for local live viewing and recording, PoE network switches and UPS at PS/PP as per the requirement of RFP. RHMS and helpdesk for the entire system to be provided at UT HQ.
Bandwidth	As per the SI proposed solution. SI need to conduct an assessment and suggest if the existing Bandwidth at all Police Stations may be used for the proposed solution. It is expected that there shall be existing internet connectivity (for Police Stations). Currently each police station is having an existing bandwidth used for CCTNS. SI to use the existing bandwidth for RHMS solution at UT HQ.
Manpower	1 (One) Project Manager, 2 (Two) Support Engineer at Srinagar & Jammu and 18 District Field Engineer for a period of 3 (three) years. SI to provide detailed CVs of the proposed resources.
Training and SoPs	Preparation and training of concerned police personnel including SHO.
Others	Earthing, Chair & Table passive cabling etc.

3.2 Scope Overview

- a) This is a turnkey project wherein SI shall be fully responsible to implement and provide O&M support for the project. The selected bidder shall be responsible for execution of the following work (not limited to):
- b) Conduct Site survey for identification of location at the PS/PP premises, where cameras are to be installed.
- c) Scope includes provisioning of all necessary hardware and software that is needed to the system for its completeness and functional working of the system at each of the location.

- d) SI Shall use the existing internet services at PS/PP for implementing the RHMS solution at UT HQ.
- e) Should ensure provision of storage space for keeping the CCTV footage for a period of minimum 550 days (18 Months) in a PS/PP.
- f) Responsible for end-to-end implementation of the surveillance system at the PS/PPs as per the requirement stated in the RFP, including but not limited to works such as civil, electrical, and mechanical at no additional costs to the Department.
- g) SI shall act as a single point of contact to organize and manage the entire scope and phases as per the project requirement.
- h) Each camera location within the site would be connected through Power-on-Ethernet (PoE) and converged at local control room within the site. However, it is the responsibility of the SI to plan the necessary equipment; accessories & fixtures; items; power connectivity etc., which is required to complete the system installation at no cost to the Department.
- i) All the identified locations should be equipped with the below list of minimum equipment:
 - Cameras
 - NVR
 - Display
 - Switches
 - LAN
 - UPS
 - Earthing
 - Power Cabling (as required from UPS to Rack and Display)
- j) Installed CCTV system should capture the live video & audio stream, store, retrieve and analyse video images and audio tracks to enable surveillance & monitoring thus to increase operational efficiency.
- k) The CCTV system is meant for day/night viewing and recording, SI shall be responsible to provide clear night vision videos where the object is visible and clearly identified. It is in the scope of the Agency to provide extra illumination if required to enable the clarity & quality of the night images for object visibility. As an example, it should be possible to see the person face in complete darkness
- l) The equipment should tolerate the local power supply spikes and fluctuations in all weather conditions and the environment where the equipment is installed. The SI shall be responsible to take the extra precautions to withstand their equipment to the conditions of the location and provide Servo (Automatic Voltage Regulator) if required at location.
- m) SI shall be responsible to supply the latest version of licensed software in the name of the Department, providing all the features enumerated in the RFP, at the time of award of contract. Equipment must be compatible with other

Network vendor equipment. The software stack provided by the SI must be ONVIF Conformant and able to be integrated seamlessly with other 3rd party solutions.

- n) SI shall be responsible to provide training to the team identified by the Department for operation of the CCTV System and handhold on-job for a minimum week where required.
- o) SI should ensure that the cables and equipment are commissioned with proper routing of cables keeping the aesthetics of the site environment intact. For instance, some of the items are considered to preserve the aesthetics of the PS/PP by using some of the items at the time of installation particularly in the control room.
- p) All the equipment supplied should withstand to the indoor & outdoor rugged and other environmental conditions and conform to global standards such as ONVIF Conformant, Equipment certifications as specified etc.,
- q) The SI shall ensure that all the CCTV Equipment should be listed with the device identification numbers with proper Asset Tagging as per the respective PS/PP code and should updated regularly.
- r) SI shall treat all matters connected with the contract strictly confidential and shall undertake not to disclose, in any way, information, documents, technical data, experience and know how, without prior written permission from the Department.
- s) The SI shall be responsible and take required insurance for all of their representatives / manpower working on the site at their own cost. The Department will not be responsible for any loss or damage to any of the representatives / manpower of the successful Agency during the said contract
- t) The SI shall be responsible to provide on-site Warranty and Support for the first THREE years from Go-Live for all supplied items. PHQ in discussion with SI, may take the Annual Maintenance Contract (AMC) for the supplied items for 2 more years.
- u) The warranty & maintenance support shall start from the date of Go-Live of the all the PS/PPs.

3.3 Detailed scope of work

A. Geographical scope:

The project will be implemented across all the Police Stations and selected Police Posts of Jammu and Kashmir. The list of PS/PPs is provided in Appendix 14 of this document.

B. Technical scope

The project is divided into 2 phases: Implementation and Operation & Maintenance

Phase 1: Implementation:

Implementation phase is the crucial phase of the project, wherein SI will undertake the activities pertaining to site readiness, design, and development of surveillance

system at the identified locations of J&K PS/PPs. This phase shall also include User Acceptance Testing (UAT) and training and capacity building related activities. This phase will end with the system getting deployed and completion of Go-Live.

Phase 2: Operation & Maintenance:

O&M phase shall start once the implementation and Go-live of system is complete. SI would provide services w.r.t. helpdesk operations facility management services and any bug fixing related issues. This phase would also include refresher training programs to the police officers.

Phase 1: Implementation

Its is envisaged that the entire surveillance solution would work as below:

- a. The solution is conceptualized with a compute and storage-based video surveillance system.
- b. Recording, compute, and storage system will be installed at every PS/PP & Police Post to capture and process the Surveillance Data with redundancy to minimize the risk of failure in application and operation level. The solution to store 18 months of Surveillance feed (audio and video) locally.
- c. The Cameras will be connected to the compute system via Power Over Ethernet (PoE) Network Switch.
- d. All PS/PPs will be connected to PHQ via existing internet connectivity for O&M activity. The existing internet connectivity of PS/PPs to be utilized
- e. A workstation connected to 40' Display will be installed for live viewing and extraction of archive audio and video footage for locations where Server shall be installed. At locations with NVR, the display shall be directly connected to NVR. SI to make necessary provision for viewing and extraction of Video & Audio which include connecting mouse and Keyboard.
- f. There will be provision for Solar UPS with 8 hours backup for 60% of Police stations and Online UPS with 4 hours backup for 40% Police stations and all Police Posts depending on the availability of power
- g. CCTV system setup would be installed in dedicated Server Room / identified space or shared Server Room as the case may be.

Figure 1: Envisaged Solution architecture at Police Stations/Police Post and Central Control Room/ PHQ for health monitoring

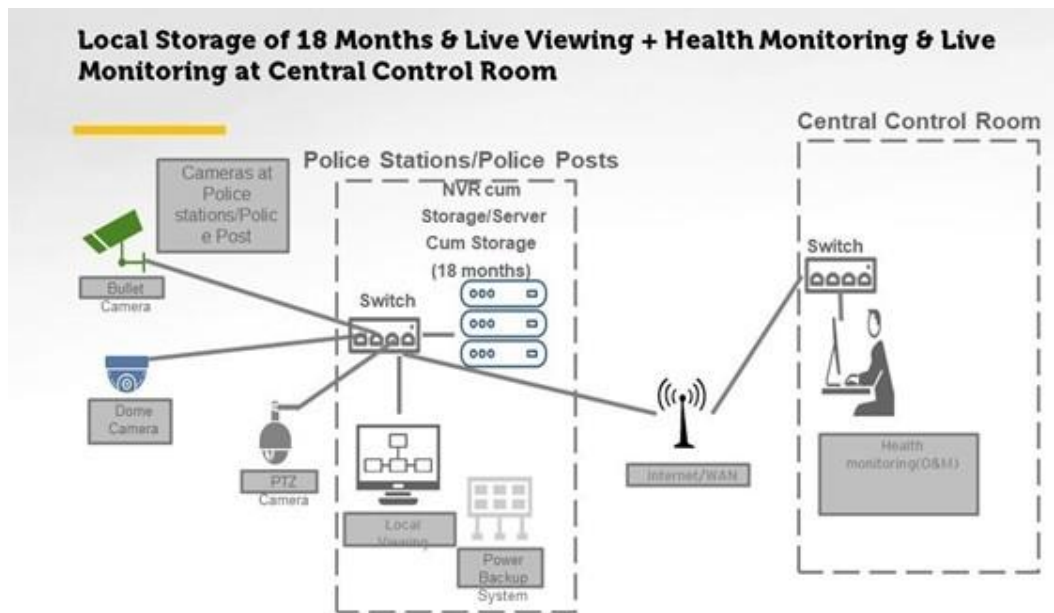
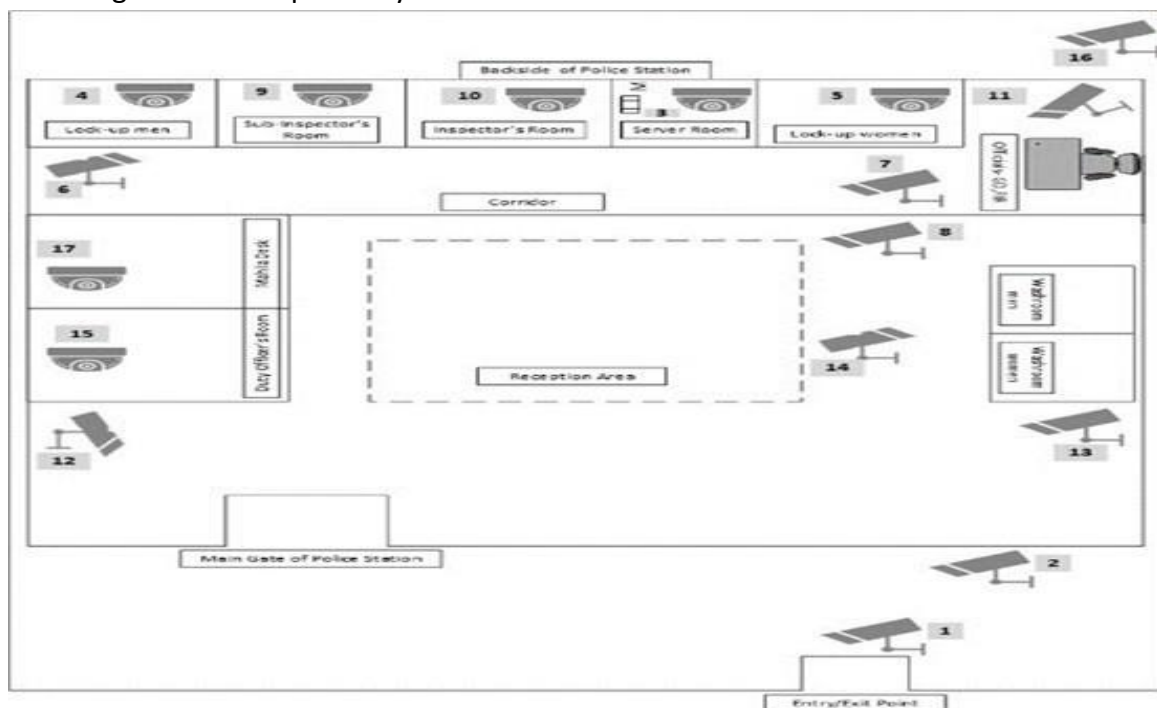


Figure 2: Conceptual Layout of Police station installed with 16 Cameras



Note: This will vary as per each Police Station & Police Post requirements

The following activities needs to be undertaken by SI (including but not limited to):

3.3.1.1 Inception report, site assessment and project plan

The SI should start the project by submitting an Inception report and a project plan. The report should comprise (illustrative):

- Site survey report
- Understanding of the project
- Approach and Methodology to execute the project
- Team members assigned to the project and deployment schedule
- Responsibility matrix for all stake holders.
- Detailed Project Plan along with deliverables and dependencies
- Risk and mitigation plan etc.

Detailed site assessment should be done by the SI as per the activities mentioned above to finalize technical architecture and project plan. This should be done in consultation with PURCHASER and respective stakeholders. The activities under this would include:

- a. Assess the existing infrastructure at the police stations and suggest optimum solution to the PHQ. An indicative list of police stations and police posts has been given in Annexure 1 of this document. However, PHQ may at its own wish and considering the safety and security parameters in the UT, change/add/delete any listed sites. The SI may note that, such request would only be +-10-20% of the total list.
- b. Conduct the site surveys to validate and finalize the number of cameras and other allied equipment for smooth functioning of the surveillance system. Any variation in the hardware requirement shall be submitted to PHQ for approval as per survey report. SI has to incorporate such change at no additional cost to PHQ. Post validation and approval from PHQ on the revised BoQ, SI shall go ahead with the procurement of such hardware.
- c. Depending upon the site assessment and requirement of Police Stations, the bidder has to suggest the storage requirements as per the requirement of RFP.
- d. Finalization of detailed technical architecture and project plan.

A. Supply, Install, Commissioning of field equipment Components of Proposed Solution

It shall be the responsibility of SI to procure, supply, install, test and commission the hardware at all defined locations mentioned in this EOI. A tentative list of locations is in Appendix 14:

Installation of surveillance cameras:

SI should follow industry best practice during the implementation w.r.t positioning and mounting the cameras. Some of the key checkpoints which need to be adhered while installing of cameras is as follows:

- Ensure surveillance objective is met while positioning the camera such that the required field of view is being captured as finalized in primary survey

- Ensure camera is protected from the on-field challenges of weather and physical damage etc.
- Make proper adjustments to have the best possible image / video captured
- Ensure that the pole is well placed for vibration resistance adhering to the Road safety norms.
- Appropriate branding or colour coding (J&K Police branding) of poles and Outdoor Enclosures, to warn mischief mongers against tampering with the equipment or for easy identification.

3.3.1.2 Installation of sample site

SI shall complete the installation work at few police stations in both Jammu and Kashmir and request PURCHASER to conduct a detailed assessment of all the quality parameters that it expects at the site. PURCHASER at its own discretion either conduct its own self-assessment or request concerned SP/ SSP/ SHO to submit the report on the installation of field equipment.

In case of any observations, SI shall ensure the observations/ changes suggested by all stake holders of this project shall be incorporated for the sample sites and later on incorporated for all locations. Due verification of the same shall be done at the time of User Acceptance of the project.

3.3.1.3 UPS/ Solar installation for field locations

- i. The UPS/ Solar based power back-up system shall serve as a backup and shall ensure no-break functioning of all filed components at each intersection in event of failure of utility power supply.
- ii. The SI during its field assessment should also gather requirement against installation of solar system or UPS. This activity shall be undertaken in coordination with PURCHASER/ respective police station.
- iii. The SI shall ensure that the UPS/ Solar system is suitably protected against storms, ice, power surges and lightning.
- iv. The SI shall supply and install the UPS for efficient heat dissipation without air conditioning. It should be able to withstand temperatures prevalent in outdoor condition throughout the year.
- v. Depending upon the size of police station in the UT, the requirement of number of units may change.
- vi. An uninterrupted power backup system (UPS /Solar) shall be provisioned by SI in every Police Station as per site requirement. Online UPS with 4 hours backup in full load require to be installed where grid power failure is less than 8 hours, and solar hybrid online power backup system is required to be provisioned where the grid power is not available for more than 8 hours a day. While using Solar plant as power back-up the locations of the plant will

be a crucial point and both the option should be available - rooftop based or on the ground.

The minimum requirement of UPS/ Solar system is mentioned below:

S No.	Description	Quantity
1	UPS 4 Hrs backup	186
2	Servo Stabilizer	163
3	Solar System with 8 Hrs backup	163

Location-wise tentative requirement of UPS and Solar System is mentioned in Annexure 10.1. It is the responsibility of bidder to conduct a site assessment of the identified locations and accordingly propose the quantities.

3.3.1.4 Earthing

- Earthing devices including protection earthing and shielded earthing to be installed for the equipment. All earthing shall meet the industry standards.
- The earthing cable shall be installed in a secure manner to prevent theft and it shall be rustproof. The earthing down lead and the earthing electrode shall be galvanized and the earthing value shall meet the requirements. Earthing test report shall be submitted by the SI to Purchaser. Below given figure shows the minimum illustrative requirement of the earthing electrode. SI will ensure adequate voltage for all equipment.

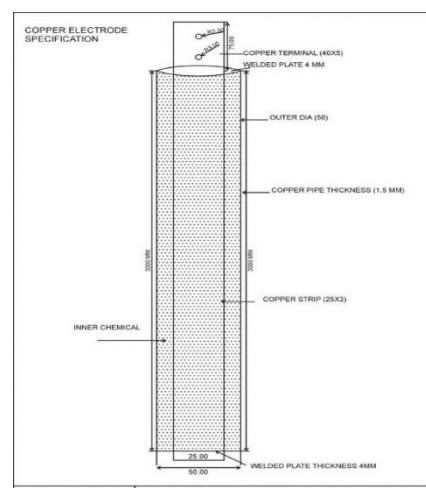


Figure 3: Earthing Copper Electrode Specification

3.3.1.5 The task of the SI shall include (but not limited to):

- General segregation of task for Construction Agency/ Police Station and SI is mentioned below in the table:

Sr. No.	Item description	Responsibility
1.	Provisioning of Power Points for Equipment, UPS power system inside server room	System Integrator
2.	Provisioning of Power connection from electricity board up server room	System Integrator
3.	Enough light provision like tube lights, bulbs etc.	Police Station/ Police Post
4.	Emergency light provision	System Integrator
5.	Provisioning of One Fan	Police Station/ Police Post

Sr. No.	Item description	Responsibility
6.	Dedicated earthing	System Integrator
7.	Table and chair for workstation	System Integrator
8.	Provisioning of Fire protection equipment viz fire extinguisher etc.	Police Station/ Police Post
9.	Lock and key sets for Server Room Rack	System Integrator

3.3.1.6 **Passive Cabling**

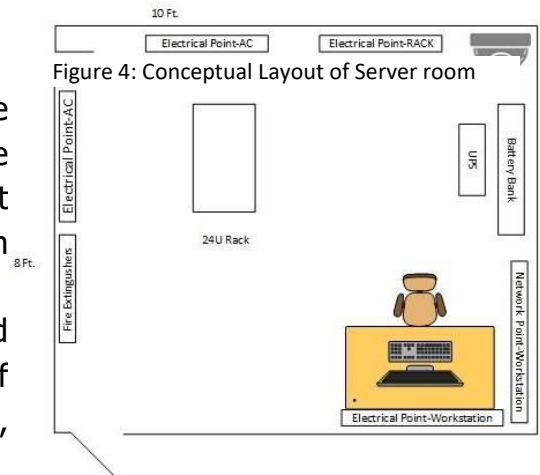
- i. The LAN connectivity may involve setting up the structured cabling, commissioning of active and passive components.
- ii. Systems Integrator shall submit the detail cabling Layout including cable routing, telecommunication closets and telecommunication outlet/ connector designations. The layout shall detail locations of all equipment and indicate all wiring pathways.
- iii. It will be the responsibility of SI to provide infrastructure i.e., civil works, electrical works, cabling, ferruling, splicing, termination of fiber using standard industry practices and other allied network related infrastructure required at the identified location for housing the equipment provided.
- iv. All indoor cabling shall be done in structured manner.
- v. Internal cabling of cabinet shall be designed for an easy connection and disconnection of the equipment and power.
- vi. It will be the responsibility of SI to put the fiber cable for LAN connectivity, if required along with termination accessories.

3.3.1.7 **Server Room and Racks**

- i. Based on the type of Police Station/Police Post for mounting the equipment different U value range server racks would be required with 800mm wide x 1000 mm depth.

3.3.1.8 Server Room

- i. Dedicated Server Room of approx. 80-100 sq. ft. in each Police Station/Police Post to host the proposed IP based CCTV Surveillance System.
- ii. This Room will host all active and passive component required in the solution like servers, storage, networking component (routers, switches, etc.) and telecom terminals etc.
- iii. Server Room to be equipped with required power points, dust free & waterproof environment with air conditioner, earthing, fire protection equipment etc.
- iv. Shared Server Room is required only in Police Stations where separate server room cannot be provisioned.
- v. At the time of installation, if the permanent server room is not constructed or ready at Police Station or Police Post, it is the SI's responsibility to reinstall the system (ACs/Rack/UPS/electrical and passive cabling/Wiring etc.) in the new server room/space whenever ready at a later point of time.
- vi. Civil work of renovation/construction of the server room is not in the scope of work of this RFP, however the SI may need to make minor patch work or adjustments on case-to-case basis at its own cost for proper installation of the system.
- vii. Conceptual Layout of Server Room: A conceptual layout of server room is presented for the reference of SIs. However, SI will have to prepare server room layout diagram for each site as per the site requirements and take approval from the J&K police.
- viii. Service provider to provide the following in a Server room / identified space in Police Station:
 - a. Dust free and waterproof environment
 - b. Adequate no. of Power points for connection of UPS power system and CCTV system equipment, Workstations etc.
 - c. Enough light provision like tube lights, bulbs etc.
 - d. Emergency light provision
 - e. Dedicated earthing
 - f. Table and Chair for workstation (Standard)
 - g. Lock and key sets for Server Room rack



3.3.1.9 Civil and Electrical Works

System Integrator shall carryout all the civil work required for setting up all the field component of the system including:

- i. Preparation of concrete foundation for MS-Poles, wherever required
- ii. Laying of GI Pipes complete with GI fitting
- iii. Excavation of hard / soft soil and backfilling after cabling
- iv. Chambers with metal cover at every outdoor enclosure, pole and at road crossings
- v. Concrete foundation from the Ground for junction box / enclosures
- vi. System Integrator is responsible for carrying out all the electrical work required for powering all the components of the system
- vii. Electrical installation and wiring to conform to the electrical codes of India

3.3.1.10 User Acceptance Test

- i. User Acceptance consists of formal testing conducted by the end user group according to the scope of the work, technical specification & operational scenarios. Acceptance test plan and analysis of the test results to determine whether the system satisfies its acceptance criteria.
- ii. SI shall prepare a plan to coordinate the User Acceptance activity and submit the same to the J&P police
- iii. SI shall prepare a detailed note that contains stepwise instructions on how to use software deployed.
- iv. SI shall provide support to document the User Acceptance Test results along with Defect's statistics. System Integrator shall ensure that defects found are corrected and is retested by the end user group.
- v. On successful completion of User Acceptance Testing, System Integrator shall obtain a formal acceptance sign-off from respective PS/PP of J&K Police. Each of the milestones defined in this RFP will be subject to acceptance criterion of J&K Police. The details of which are given as below:

S. No.	Equipment	Acceptance of IT Infrastructure and Solutions
1	Field Equipment	Testing of all the field equipment IP Cameras, Power Supply, Outdoor Enclosure, Pole, UPS, Solar Power backup, Network Switch, Active / Passive components of the system etc.
2	NVR Commissioned	Demonstrate high availability of servers (as per RFP requirements) i. Demonstrate redundancy and hot swap of power supplies and Hard Disk Drive (HDD) (as per RFP requirements) ii. Verify that none of the servers are populated with any writeable media.

S. No.	Equipment	Acceptance of IT Infrastructure and Solutions
3	Application/ Software solutions implemented	a. User acceptance of the requirement specifications of components mentioned in the respective specifications. b. User acceptance of the functional requirements as mentioned in the respective technical specification.
4	Testing of integrated solution	a. All the equipment at PHQ, PS/PP, Viewing Centre at PS/PP to function in sync as per the technical specification & Scope of work.
5	Remote Health Monitoring	a. Demonstrate functioning of all the relevant components of Health Monitoring software at each PHQ

- vi. Detailed UAT document will be shared to the System Integrator as per the complete solution, scope of work & technical specifications.
- vii. System Integrator will provide necessary commission/installation certificate for the respective component.
- viii. User Acceptance stage will be deemed to be successful on the timely completion of the following User Acceptance activities:
 - a. System Integrator is responsible to create datasets required to carry out the acceptance testing.
 - b. System Integrator shall resolve the defects / bugs users identified during testing.
 - c. Users shall re-test the solution to ensure closure of identified defects / bugs.
 - d. System Integrator shall assist the users during acceptance testing.
 - e. After the defects are resolved, System Integrator shall deploy the solutions on the production environment.
 - f. In case of any performance issues during this period, System Integrator shall resolve the issues identified on a priority basis.
 - g. Indicative Documents and Reports required for the Project:
 - Delivery note acknowledged by consignee
 - Purchase Order and Invoice copy
 - Installation Report
 - Installation Layout Report
 - Location wise installation details (PHQ, PS, Camera Location details etc.)

- Cable route plan of camera locations, PS and PHQ
 - Connectivity Layout Report
 - Device Connectivity test report
 - Latency test report
 - For connectivity log report from TSP
- ix. Information Security Policy, including Policies on Backup
System Integrator shall prepare the Information Security Policy for the overall project, which would be reviewed by Purchaser and its assigned consultant. It is proposed that security policy would be submitted by the System Integrator within first quarter of the successful 'Final Acceptance Test'.
- x. Once the installation of the solution is complete, final sign-off would be given by the SHO/SO at Police Station and after approval of the concerned SSP/SP at District Office, IG/DIG at Range, ADG at Zonal level and then finally J&K Police Telecom Headquarters.
- xi. All the parameters of the components supplied by the SI will subject to testing at the STQC lab, expenses of the same will be borne by the OEM, if deemed necessary with the help of PMU.

3.3.1.11 Manpower Requirement

S.No	Type of Resource	Minimum Qualification
1.	Project Manager	BE/Btech/MCA with total 8 Years of experience and having minimum 5 years of experience in surveillance projects
2.	Service Engineer	BE/Btech/MCA with total 5 Years of experience and having minimum 3 years of experience in surveillance projects
3.	District Field Engineer	12th Pass /ITI/Diploma with total 3 Years of experience and having minimum 2 years of experience in surveillance projects

3.3.1.12 Capacity Building and Handholding Training

System Integrator will have the major duty for implementing an end-to-end capacity building program on behalf of Purchaser to meet the desired capacity building objectives. The Purchaser will enable the SI to execute the program by providing requisite infrastructural / logistic support like providing access for conducting the training, assist in selection of user group and ensuring attendance of the trainees. However, the SI shall be responsible for the following activities under the scope of capacity building plan.

- i. Identification of Trainers: - SI would be accountable to take initial round of training sessions with the identified set of police officers of Jammu & Kashmir Police. SI would conduct a full-fledged training for these identified set of officers. These trained officers would in turn impart trainings to the other identified officers and employees within the department under CCTV based monitoring system. These officers would be identified in consultation with J&K police
- ii. Identification of Trainees: - Based on the present framework for management of various police initiatives, Jammu & Kashmir Police staff can be classified into following categories for training specific to project:
 - a. Group I:
Station House Officer (SHO) shall be responsible for ensuring that the implemented CCTV system is functioning at Police Station. SHO shall be trained in operating the system and to check the key parameters of the system to ensure that the system runs properly. In case of PHQ requesting any footage from the PS, the concerned SHO shall support retrieve stored footage and share it with them. Hence, SHO should also be made aware of how he should use their login credentials to not just access the system but also retrieve footage.
 - b. Group II:
In case of some minor issue, troubleshooting should be able to be done locally. For the same, Computer Operators at the PS should be trained so the basic issues are resolved by them. The computer operators are technically knowledgeable; hence they should have sound knowledge of the entire system. The SI shall also provide SOPs (Standard Operating Procedures) for all minor and major issues to the Computer Operators in Hindi, so that the resolution is reached efficiently for all kinds of issues. The role of the computer operator shall be that of assisting SHO with the system whenever SHO is having difficulties in operation or has noticed any issues with the implemented system.
 - c. Group III
The Commissioner/ SP who commands at the district level may ask the respective PS to compile and send footage on request. In case of footage being made available by the respective PS/PP at District / UT Level, the same should be retrieved using credentials. SP can seek technical assistance of Computer Operator wherever required. The login credentials of SP shall be used to retrieve footage if present in the storage of PS and PP level. In this group both SP and Computer operator at District Level shall be trained for usage of login credentials, operation of the system and retrieval of footage.

d. Group IV

This group is a trainer group wherein SRO, ARO, RI, RSI and HO from Police HQ would be trained as trainers for other 3 groups which are mentioned above.

iii. Develop Training Plan and Curriculum

- a. The SI will be accountable for developing a detailed training strategy / plan for the program in discussion with Purchaser covering training approach, environment, training need analysis and role-based training curriculum with timelines. SI shall work closely with J&K Police training team. SI shall also manage along with Purchaser in developing an overall effort estimate for capacity building for surveillance System in the UT.
- b. The training curriculum for the training program should be organized by modules and these should be used to develop the training materials. The training curriculum shall outline the mode of delivery, module structure duration and target audience.
- c. Training schedule shall be developed and optimized to reduce business impact and enable effective utilization of Training infrastructure and capacities.

iv. Theme based Training

- a. Basic IT Based: Training for use of basic IT skills including basic computer skills in order to create awareness about the project.
- b. Role Based: This training should be in a role based, benchmarked, and standardized format, multi-lingual and lead to learning and assessment. It should also allow for self-learning and retraining.
- c. Train the Trainer: In this, member of the Police department is needed to be trained within 6 months in order to enable them to further conduct training programs in the Department and thereby reducing the dependency on external party for training purpose.
- d. System Administrator Training: Some important members of the Department with good reasoning and aptitude would be trained as System Administrator for troubleshooting issues.
- e. Customization Training: Design and development of Training manual, User manual/SOPs, operational and Maintenance manuals for CCTV based monitoring System in Jammu & Kashmir.
- f. SI shall develop the training material for Computer Based Training, Instructor Led Training, Online User Material/Help Manuals and Job Aids. SI shall also provide detailed training material providing step-by-step approach in soft and hard copies to all Police Stations and offices for reference.

v. Training to End Users

- a. Training to the end users using the infrastructure of the Police Department, role-based training for the Senior Officers will be carried out by the System Integrator at the location identified by Police Department. SI will also impart simulated training with some real-life situations.
- b. The main objective of conducting such trainings would be to give first-hand view of benefits of the project. To maintain consistency across system trainings, standard templates should be used for each component of a module and most of the training would be instructor led Training.
- c. The Instructor-led Trainer would cover the session in Power point i.e., course Presentation, Miniature versions of CCTV based monitoring System applicable with dummy sources and the whole will be conducted through a computer-based Training (CBT). Some selected set of police staff with high aptitude group and /or relevant prior training needs to be imparted with the training/skills to act as system administrators and as trouble-shooters.
- vi. Training to Trainers and Evaluation
 - a. The System Integrator primary job is to train the trainers of the Police Department with in six month and to see and monitor their capability to deliver the efficient training program. Training to Trainers will consist of 3 segments as mentioned below.
 - Workshops / Training covering effective presentation skills and coaching techniques and discussing the benefits and structure of the trainer model.
 - Formal system training which will consist of all modules of CCTV based monitoring System project relevant for various roles in Police Department.
 - Teach-back session where trained trainers will present course content and receive feedback regarding content, flow, and presentation techniques. It will include a feedback session where trainers can provide feedback on the training materials, flow, comprehension level, and accuracy.
 - System Integrator shall then evaluate the effectiveness of all end users' trainings using electronic or manual surveys. SI shall be responsible for analysing the feedback and arrange for / conducting refresher training, wherever needed. J&K Police will periodically monitor the training effectiveness through the performance metrics and Service levels and the System Integrator shall comply with the same.
- vii. Training Implementation Plan
 - a. Building capacities at various levels is critical for successful

implementation. Also, the training programs would cover general/basic computer awareness programs in addition to CCTV based monitoring System.

- b. This section covers a broad training and capacity building plan to be followed by the SI. However, the SI is required to validate the same and make amendments as per the solution offered. The training plan will have to be shared with UP Police and approved prior to being executed by the SI.
 - c. All training modules should be made available online for department for recurring trainings.
- viii. Role Based Training on application Software
- a. The training should focus on the police officials getting comfortable to CCTV based monitoring System workflow as per their role and build skills to use applications in day-to-day operations.
 - b. This training would be personalized according to the unique requirements of each user category. The training program must ensure to cover the following user categories:

Hierarchy	Rank
Senior Level	Commissioner, SSP, SP, ASP, DySP
Middle Level	SHO, SI
Lower Level	Computer Operator, Head Constable and Constable
Trainers	SRO, ARO, RI, RSI and HO

- ix. Train the Trainer
 - a. "Train the Trainer" program could be held at a central/zone location or at District Level.
 - b. The trained trainers would, in turn, conduct training programs for their colleagues at lower levels such as the circles or districts
 - c. Trainers would be trained to impart training in basic computer awareness and skills, and role-based training on CCTV system.
 - d. Selected set of police staff with high aptitude group and/or relevant prior training, are to be trained as trainers who would, in turn, train their colleagues.
- x. Training on system administration and troubleshooting.

Set police personals in Jammu & Kashmir Police department with good aptitude and reasoning will be trained for system administration and troubleshooting and provided information related to hardware and software of the entire system.

Table 1: Training Plan and Schedule

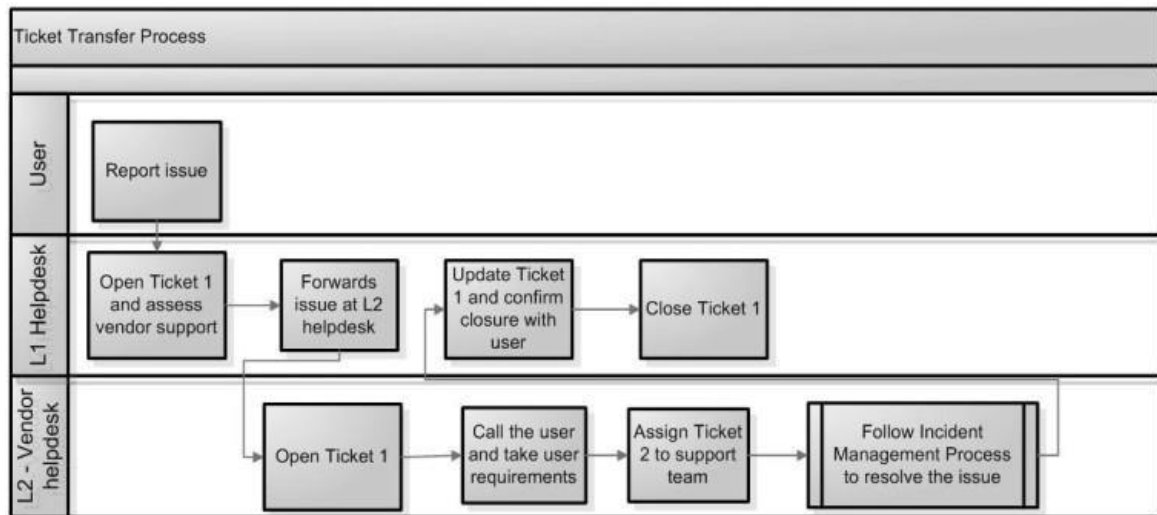
Training Basic	Type of Training	Content	Applicable to	Delivery Method	Trainer
General Training	Induction Training	About CCTV based monitoring System and components.	Commissioner/ SSP/SP/ASP/DySP , SHO /SI, Computer Operators	Classroom Training	J&K Police and System Integrator
	Basic IT Skills	Desktop operations, User admin, application installation, basic	Commissioner/ SSP/SP/ASP/DySP , SHO /SI	Classroom Training	System Integrator

3.3.2 Scope of Services Post-Implementation Phase

3.3.2.1 Helpdesk Operations

- It is envisaged that the centralized helpdesk, functioning as proposed below, would be managed by the Systems Integrator, and shall serve following objectives:
- System Integrator shall set up a helpdesk at centralized place decided by Purchaser to support field users/DHQ etc. in resolving concerns and challenges related to IT and non-IT infrastructure of the Project.
- The System Integrator shall create a support matrix including establishment of Helpdesk for all hardware, software, third party services or any other external support for seamless operation of complete solution.
- The Helpdesk Support shall handle issues, complaints, and related enquiries during this contract.
- Act as the Point of Contact for the users of Surveillance System.
- Own an incident throughout its lifecycle.
- Communicate effectively with stakeholders, Police Department Officers, and IT support teams.
- Maintain high user satisfaction levels.

- ix. Maintain the SLA statistics & submit monthly report to Purchaser.
- x. A general process flow for the helpdesk management is depicted in the flowchart given as follows. Systems Integrator shall prepare a detailed Help-Desk Policy in consultation with Purchaser and its authorized representatives prior to the Go-live date.
- xi. System Integrator shall deploy a State-of-Art Enterprise Management System to handle the complexity of Operations & SLA Management defined in the RFP.



3.3.2.2 Preventive Maintenance

- xii. The successful SI will be responsible for conducting preventive maintenance of the entire system (Active and Passive component) once in every quarter for the entire duration of the project.

3.3.3 Hand-Over of the System at the End of Contractual Period

- i. Hand-Over of the System at the End of Contractual Period along with all Documentation Required to Operate and Maintain the System
- ii. Systems Integrator shall supply to the Purchaser the following before end of 18th Quarter (i.e., min. 6 months prior to the expiry of the contract):
 - a. Information relating to the current services rendered and data relating to the performance of the services; Entire Documentation relating to various components of the Project, any other data and confidential information related to the Project.
 - b. All other information (including but not limited to documents, records, and agreements) relating to the products and services related to the project to enable Purchaser and/or its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the Project Services to Purchaser and / or its nominated agencies, or its replacing vendor (as the case may be).

3.3.4 Project Documentation

SI shall have to provide following indicative deliverables as part of project:

- a) Inception Report including site assessment and Project Plan: This should be submitted in line with the requirements mentioned in Section 6.3.1.1.
- b) Detailed technical architecture: A detailed technical architecture in line to the guiding principles clause as mentioned above.
- c) Equipment Manuals- Original Manuals from OEMs
- d) Installation Manual - For all the Application Systems
- e) Training Material: Training Material will include the presentations used for trainings and the required relevant documents for the topics being covered.
- f) User Manuals: For all the Application Software Modules, required for operationalization of the system
- g) System Manual: For all the Application Software Modules, covering detail information required for its administration
- h) Operational Manual: The SI shall be responsible for preparing Operational Manual relating to operation and maintenance of each service as mentioned in this RFP. The prepared process document shall be formally signed off by the Purchaser before completion of final acceptance test.
- i) Acceptance Testing Report - Acceptance Testing report to be submitted by the SI after successful implementation of the system at each site. Details of acceptance testing is provided in further sections.
- j) Troubleshooting Guidelines and SOPs - Troubleshooting guidelines for general issues and SOPs for helpdesk to be provided by SI.

The above scope of work is indicative and the detailed scope of work is given in the end customer tender/RFP for Selection of System Integrator for Supply, Installation and Maintenance of CCTV Based Monitoring System for Police Stations and Police Posts in Union Territory of Jammu and Kashmir " Vide Ref No. GEM/2022/B/2478929 dt 27.08.22 and corrigendum(s) issued thereof on the website <https://gem.gov.in/> with latest amendment/ Corrigendum/ Clarifications.

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

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

Stage-I : Technical Bid : All documents like MAF of major components, Technical Compliance , Technical Solution Proposed and Eligibility criteria documents shall be covered in this stage

Stage-II: Financial Bid:

- i. The bids should be strictly as per Annexure 4 and 4.1 of EOI for financial quote
- ii. For the opened bid as per outcome of Technical bid, the bidder will be selected on the lowest quote (L-1) basis for complete 'Scope of Work' as mentioned in the EOI document and Physical documents of technical specifications of CoR, subject to the respective overall bid is in compliance to the requirements of this EOI. The so selected partner will be termed as 'Commercially Suitable Partner (hereafter referred to as 'CSP')'. It is re-mentioned, that the final selection of CSP will be on the L-1 basis only. Further, RailTel reserves the right to have negotiation with the CSP.
- iii. As of now, EoI response from interested partners is invited considering that the selected partner will be responsible for delivering of complete 'Scope of Work' as mentioned in the CoR's tender document and subsequent corrigenda. However, RailTel at its discern, may take-up a certain portion / percentage of 'Scope of Work' by communicating to the CSP at any point of time during the engagement period. *(The day at which 'CSP' is declared, will mark the start of engagement period. The period will be valid till final outcome of this tender is announced by CoR. In case, RailTel comes out to be winner of the CoR tender, then the engagement period will get auto-extended to the period RailTel serves CoR for the CCTV tender, unless terminated earlier by RailTel as per terms and conditions mentioned in this EoI document).* In this scenario, commercial engagement with the CSP will be for that portion / percentage only, which has not been taken by RailTel. Accordingly, resultant value of work will be

derived on the basis of negotiated (*in case*) commercial bid of the CSP.

- iv.** RailTel on the basis of inputs / factors available to it from various resources, past experiences of its ICT projects and on the basis of negotiated (*in case*) commercial bid of the CSP, will endeavour to place best techno-commercial bid in response to the pertinent CoR's tender. Further relationship with CSP will be based on the outcome pertinent CoR's tender.

4. Eligibility Criteria for Interested Bidders

SN	Eligibility Criteria	Documentary Proof
1	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
2	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-08 3. Copy of PAN and Copy of Registration Certificates with GST Authorities.
3	Cumulative Annual Turnover, during the last	Following documents shall be furnished by the Bidder/Partner:

	<p>three financial years (i.e. FY 2019-20, 2020-21, 2021-22) should be at least 150% of the estimated EOI value or higher</p>	<p>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.</p>
4	<p>The Bidder/Partner should have done or providing Similar Services/Work done in India for at least last 7 Financial years from the date of online submission of bid and till last month prior to floating of EOI.</p> <p>Similar Work Definition: CCTV/ICT/IT/ITeS/Telecom work</p>	<p>1. Minimum One (01) customer POs/Work Orders for CCTV supply/testing/installation/commissioning (including similar services/work) during last 7 years from the date of online submission of bid and till last month prior to floating of EOI. and each having value of more than 60% of the EOI estimated value (Including GST) 2. Minimum Two (02) customer POs/Work Orders for CCTV supply/testing/installation/commissioning (including similar services/work) during last 7 years from the date of online submission of bid and till last month prior to floating of EOI. and each having value of more than 40% of the EOI estimated value (Including GST) 3. Minimum Two (03) customer POs/Work Orders for CCTV supply/testing/installation/commissioning (including similar services/work) during last 7 years from the date of online submission of bid and till last month prior to floating of EOI. and each having value of more than 40% of the EOI estimated value (Including GST).</p> <p>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.</p> <p>5. Completion Certificate issued & signed by the competent authority of the client.</p>

7	Tender Fee-Rs 5,000/- and EMD of Rs 48,40,000/- (Token EMD alongwith EOI- ₹ 5,00,000/- and undertaking that balance EMD of ₹ 43,40,000/- shall be deposited prior to the bid submission by RailTel).	<ol style="list-style-type: none"> 1. Proof of EMD and EOI Token Fee submission 2. Undertaking that balance EMD of ₹ 43,40,000/- shall be deposited prior to the bid submission by RailTel. BG Format for EMD is mentioned at Appendix-8
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 – 11") duly signed by authorised signatory
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
16	The interested bidder should not be seeking / extending / exploring similar arrangements / engagements with any other organization except RailTel, for the CoR tender.	Undertaking to be submitted
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	In addition to above clauses, bid of interested bidder should be in compliance to terms and conditions and technical requirements of the pertinent CoR CCTV tender Ref. No. GEM/2022/B/2478929 Dated: 27-08-2022 floated on https://gem.gov.in/	
21	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
22	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 :	Undertaking to be submitted

	<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>	
23	<p>The eligible bidder has to mandatorily provide all Annexures of CoR RFP dt. GEM/2022/B/2478929 Dated: 27-08-2022 and corrigendum(s) thereof.</p>	Undertaking to be submitted
24	<p>Technical Solution, Technical Compliance , MAF from OEMs that shall be quoted in this EOI shall be provided/submitted alongwith EOI response in the name of RailTel Corporation.</p> <p>The bidder shall undertake that above documents and all other documents that shall be required by RailTel for successful participation of the CoR RFP have been provided by the bidder while participation in this EOI.</p>	Undertaking to be submitted alongwith supporting documents

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.

Note : The interested bidder should submit duly signed and stamped EOI cover letter as per the format mentioned at Annexure-01 of this EOI document, as unconditional submission of meeting the clauses mentioned above, from Clause 4.1. to Clause 4.24.

5. Proposal Preparation and Submission Cost

5.1. 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.

5.2. 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.

6. Amendment to EOI Document

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

7. Bid Validity Period

7.1. Bid of Interested partners shall remain valid for the period of 210 days from the last date of submission of EOI, as mentioned in this EOI document.

7.2. 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.

8. Right to Terminate the Process

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

by RailTel to execute a contract or to continue negotiations. RailTel may terminate negotiations at any time without assigning any reason.

9. Language of Bid

9.1. The bid prepared by the interested partner and all correspondence and documents relating to the bids exchanged by the bidder and RailTel, shall be written in English Language, provided that any printed literature furnished by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

9.2. 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.

10. Submission of Bid

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

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

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

11. Rights to Accept / Reject any or all EOI Response

RailTel reserves the right to accept or reject any EOI Response, and to annul the bidding process and reject all Bids at any time prior to award of the Contract, without thereby incurring any liability to the affected interested bidder(s), or any obligation to inform the affected Bidders of the ground for RailTel's action.

12. Notification of Award:

12.1 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.

12.2 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.

12.3 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").

12.4 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.

12.5 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.

12.6 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.

- 12.7 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.

13. Payment Terms

13.1. Payment will be on 'back-to-back' basis and shall be released after proper verification and log reports as per CoR RFP GEM/2022/B/2478929 dt 27.08.22 and corrigendum(s) issued thereof.

13.2. 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.

13.3. 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

14. Performance Bank Guarantee (PBG)

- 14.1 In case of successful participation by RailTel in the pertinent CoR's tender and subsequent engagements with CSP, The CSP shall at its own expense, deposit with department, within fifteen (15) days of the notification of award (done through issuance of the Purchase Order / Work Order etc.) and communicated through email, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a a Nationalized/ Commercial Scheduled Indian Bank as per the format enclosed in this EOI, payable on demand, for the due performance and fulfilment of the contract by the CSP. This PBG will be for an amount of '10 (%)' of the contract value. The quantum of this 'percentage (%)' will be equal to the PBG % as asked by CoR from RailTel. All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the CSP. Besides, if the total BG amount comes upto ₹ 05 Lakhs, then same may be deposited through DD/RTGS/NEFT. Along with submission of PBG, CSP needs to submit PBG issuing bank's SFMS report. The SFMS report is also to be submitted in case of renewal / extension of PBG.
- 14.2 The PBG should have validity for a period of 150 days beyond the date of validity of the contract. The PBG may be discharged / returned by RailTel upon being satisfied that there has been due performance of the obligations of the CSP under the contract. However, no interest shall be payable on the PBG. In the event, CSP being unable to service the contract for whatsoever reason, RailTel would invoke the PBG at its discern. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the CSP's failure to complete its obligations under the contract. RailTel shall notify the CSP in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the CSP is in default.
- 14.3 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.
- 14.4 If the service period gets extended by virtue of extension of same by CoR, PBG should also be extended accordingly.
- 14.5 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. 13.1. to Clause No. 13.4. are to be followed by the CSP.
- 14.6 In case the CoR has sought PBG of the contract in the terms of Indemnity Bond from RailTel, the selected bidder has to provide the equivalent value PBG from scheduled Bank to RailTel. No Indemnity Bond from Selected Bidder will be accepted in lieu of PBG from Scheduled Bank.

- 14.7 In case CoR has sought any other types of PBG in this contract at present or in future or else Integrity Pact PBG(presently or in future), same remain applicable on selected Bidder. The Said PBG will be issued by Selected Bidder from Scheduled Bank favouring RailTel Corporation of India Limited. No Indemnity Bond in lieu of such PBG will be accepted by RailTel.
- 14.8 Failure of the successful Bidder to comply with the requirement of the above Clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD. Penal interest of 15% shall be applicable after 30 days of non-submission from the date of LOI/LOA/PO.
- 14.9 If, **CoR ask for submission for value more than 10%, same also needs to be submitted by the selected BA.**

15. Details of Commercial Bid / Financial Bid

- 15.1** Successful bidder/Partner which shall emerge L-1 or lowest bidder shall be called "Commercially Suitable Partner" (CSP).
- 15.2** Interested partner should submit commercial bid strictly as per the format mentioned in the EOI.
- 15.3** The commercial bid should clearly bring out the cost of the services with detailed break-up of taxes.
- 15.4** The rates mentioned in the commercial bid of the CSP will form basis of commercial transaction between RailTel and Bidder/Partner.
- 15.5** 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.
- 15.6** 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.
- 15.7** 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.

- 15.8** 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.
- 15.9** MAF (Manufacturer's Authorisation Form) in the name of RailTel from the OEMs, whose product is mentioned in commercial bid format, should also be ensured by the partner. The MAF format and required content should be in-line with CoR's tender, if specifically asked by CoR in a particular format.
- 15.10** The Selected Service Provider shall ensure that the OEMs supply equipment or components including associated accessories and software required and shall support the Selected Service Provider in the installation, commissioning, integration, and maintenance of these components during the entire period of contract. The Selected Service Provider shall ensure that the OEMs supply the software applications and shall support in the installation or deployment, integration, roll-out and maintenance of these applications during the entire period of contract. It must clearly be understood by the Selected Service Provider that warranty and AMC of the system, products and services incorporated as part of system would commence from the day of Go-Live.

16. Duration of the Contract Period

- 16.1** 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 from the date of signing of the contract, unless otherwise terminated earlier, as mentioned in this EOI document and subject to successful participation of RailTel in the pertinent CoR's tender.
- 16.2** 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.

17. Delivery

17.1.1. The Service Provider shall bear the cost for packing, transport, insurance, and delivery of all the goods as applicable for this project at all locations identified by the Purchaser.

The Goods supplied under this Contract shall conform to the standards mentioned in the RFP, and, when no applicable standard is mentioned, to the authoritative standards; such standard shall be approved by Purchaser.

17.1.2. Service Provider shall only procure the hardware and software after approvals from Competent Authority.

18. Project Plan

18.1.1. Within 07 (seven) calendar days of effective date of the contract/ notification of Award, Service Provider shall submit to the Purchaser for its approval a detailed Project Plan with details of the project showing the sequence, procedure, and method in which he proposes to carry out the works. The Plan so submitted by Service Provider shall conform to the requirements and timelines specified in the Contract. The Purchaser and Service Provider shall discuss and agree upon the work procedures to be followed for effective execution of the works, which Service Provider intends to deploy and shall be clearly specified. The Project Plan shall include but not limited to project organization, communication structure, proposed staffing, roles and responsibilities, processes and tool sets to be used for quality assurance, security and confidentiality practices in accordance with industry best practices, project plan and delivery schedule in accordance with the Contract. Approval by the Purchaser's Representative of the Project Plan shall not relieve Service Provider of any of his duties or responsibilities under the Contract.

If Service Provider's work plans necessitate a disruption/ shutdown in Purchaser's operation, the plan shall be mutually discussed and developed to keep such disruption/shutdown to the barest unavoidable minimum. Any time and cost arising due to failure of Service Provider to develop/adhere such a work plan shall be to the Service Provider's account.

19. Deliverables and Timelines

The project would be executed under the following time frame:

Sl. No.	Items	Timelines
1	Setting up of PS and PP	
1A	Submission of Project Inception Report including implementation plan and Team mobilization	T+07 Days
1B	Submission of key documents: <ul style="list-style-type: none"> • Design documents (FRS, SRS) for RHMS • Technical Architecture documents (SDD, HLD, LLD etc.) including Network, IT Infrastructure and Security Architecture for Police Station and Police Post and PHQ set up • Design Basis Report (DBR) including physical layouts for PS and PP and PHQ 	T + 14 Days
1C	Site survey reports	T + 1 Months
2.1	Delivery of all hardware and other equipment required	T + 2 Months
2.2	Installation and commissioning of hardware and network at identified Police Station and Police Post in the UT (including non-IT Infrastructure including civil work)	T + 3 Months
2.3	Training, Testing and UAT	T + 4 Months
2.4	Go-Live of UT	T + 4 Months
2.5	Capacity building activities	T + 5 Months
3	Operation & Maintenance (O&M)	
3.1	Operation & Maintenance (O&M) 1 st year	For 1 st year after Go-Live
3.2	Operation & Maintenance (O&M) 2 nd year	For 2 nd year after Go-Live
3.3	Operation & Maintenance (O&M) 3 rd year	For 3 rd year after Go-Live

Where "T" is 15 days from issue of Letter of Intent / Notification of Award or signing of Agreement, whichever is earlier.

20. 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.

21. Suspension, Revocation or Termination of Contract / Agreement

21.1 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.

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

- a) The CSP failing to perform any obligation(s) under the contract / agreement.
- b) The CSP failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel.
- c) Non adherence to Service Level Agreements (SLA) which RailTel has committed to CoR for the pertinent tender.
- d) The CSP going into liquidation or ordered to be wound up by competent authority.
- e) If the CSP is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to RailTel in writing. In that case, the written notice can be modified by RailTel as

deemed fit under the circumstances. RailTel may either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as deemed fit under the circumstances.

- f) It shall be the responsibility of the CSP to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of contract / agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of which CSP's PBG related to contract / agreement along with PBG related to the Empanelment Agreement with RailTel shall be forfeited, without any further notice.
- g) Breach of non-fulfillment of contract / agreement conditions may come to the notice of RailTel through complaints or as a result of the regular monitoring. Wherever considered appropriate RailTel may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the successful bidder or not. The CSP shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the CSP in successful implementation and thereafter maintenance of services / works as per the conditions mentioned in this EOI document, the PBG(s) of CSP available with RailTel can be forfeited.

22. Dispute Settlement

- 22.1** 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.
- 22.2** 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.
- 22.3** All arbitration proceedings shall be conducted in English.

23. 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.

24. Statutory Compliance

- 24.1 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.
- 24.2 The Bidder shall comply and ensure strict compliance by his/her employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify RailTel, from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against RailTel or its Customer under Employees Compensation Act, 1923, The Employees Provident Fund and Miscellaneous Provisions Act, 1952, The Contract Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, Shop and Establishment Act and Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising therefrom and/or related thereto.

25. Intellectual Property Rights

- 25.1 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.
- 25.2 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.

26. 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.

27. Force Majeure

27.1 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.

27.2 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.

28. Indemnity

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

- a) Any mis-statement or any breach of any representation or warranty made by CSP or
- b) The failure by the CSP to fulfill any covenant or condition contained in this contract by any employee or agent of the Bidder. Against all losses

or damages arising from claims by third Parties that any Deliverables (or the access, use or other rights thereto), created by CSP pursuant to this contract, or any equipment, software, information, methods of operation or other intellectual property created by CSP pursuant to this contract, or the SLAs (i) infringes a copyright, trade mark, trade design enforceable in India, (ii) infringes a patent issues in India, or (iii) constitutes misappropriation or unlawful disclosure or used of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); or

- c) Any compensation / claim or proceeding by any third party against RailTel arising out of any act, deed or omission by the CSP or
- d) Claim filed by a workman or employee engaged by the CSP for carrying out work related to this agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

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

29. Limitation of Liability towards RailTel

29.1 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.

29.2 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.

30. Confidentiality cum Non-disclosure

30.1 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.

30.2 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.

30.3 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.

30.4 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.

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

31. 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.

32. 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.

33. Exit Management

33.1 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.

33.2 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).

- 33.3 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.
- 33.4 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.

34. 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.

35. 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.

36. Deviations

The Bidder may submit their deviations to the contents of the RFP document in the format prescribed in Appendix- 9

37. Liquidated Damages

37.1.1. Time is the essence of the Project and the delivery dates are binding on the Service Provider. In the event of delay or any gross negligence in implementation of the project before Go-Live, for causes solely attributable to the Service Provider, in meeting the deliverables, the Purchaser shall be entitled at its option to recover from the Service Provider as agreed, liquidated damages, as SLA mentioned in Section 11.6 of this RFP subject to a maximum of 10% of the value of the contract.

Purchaser reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Purchaser to the Service Provider. Liquidated damages will be calculated on per week basis.

37.1.2. Any such recovery or liquidated damages shall not in any way relieve the Service Provider from any of its obligations to complete the Work or from any other obligations and liabilities under the Contract.

Delay not attributable to the Service Provider will be considered for exclusion for computing liquidated damages. However, the same may be done at the sole discretion of the purchaser

37.1.3. In the event of failure by the Successful Service Provider to fulfil the delivery conditions, Purchaser at its discretion may initiate any of the actions as given below:

- a) Additional resources will be requested for speeding up the work.
- b) Liquidated Damages will be levied.
- c) Contract with the Successful Service Provider may be terminated as per the Termination clause.
- d) Any other action as may be deemed fit in the best interest of the Purchaser.

38. SERVICE LEVEL AGREEMENTS (SLAs):

SLAs shall be applicable on back to back basis at actuals as per CoR RFP GEM/2022/B/2478929 dt 27.08.22 and corrigendum(s) issued thereof. 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.

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.

Annexure - 01

EOI COVER LETTER

(On Organization Letter Head)

Bid Ref No. :

Date:

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

Ref : RCIL/NR_CDG/EOI/MKTG/JKPolice/CCTV/2022-23 dated 28th Sep 2022

2. CoR RFP GEM/2022/B/2478929 dt. 27.08.22 of JK Police

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 5 (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.
10. Within 15 days of receipt of the LOI, the successful Bidder shall sign the Contract and return it to the Purchaser i.e. RailTel.

Signature of Authorised Signatory

Name

Designation

Annexure - 02

Local Content Compliance

(On Organization Letter Head)

Bid Ref No. :

Date:

To,

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

Ref : 1. RCIL/NR_CDG/EOI/MKTG/JKPolice/CCTV/2022-23 dated 28th Sep 2022

2. CoR RFP GEM/2022/B/2478929 dt. 27.08.22 of JK Police

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 : 1. RCIL/NR_CDG/EOI/MKTG/JKPolice/CCTV/2022-23 dated 28th Sep 2022****2. CoR RFP GEM/2022/B/2478929 dt. 27.08.22 of JK Police**

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/JKPolice/CCTV/2022-23 dated 28th Sep 2022
6	Compliance of eligibility criteria related documents as per Clause 4
7	All Appendix(s) as applicable as per EOI No.: RCIL/NR_CDG/EOI/MKTG/JKPolice/CCTV/2022-23 dated 28th Sep 2022
8	Any relevant document found suitable by Bidder/Partner
9	Integrity pact is to be submitted alongwith Bid 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 bidders, as per the requirement.

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

Bid Ref No. :

Date:

To,

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

Ref : 1. RCIL/NR_CDG/EOI/MKTG/JKPolice/CCTV/2022-23 dated 28th Sep 2022

2. CoR RFP GEM/2022/B/2478929 dt. 27.08.22 of JK Police

Financial Bid Format – Summary

FINANCIAL SUMMARY					
S.no	Particulars	Unit	Implementation	AMC -1	AMC -2
1					
2					
3					
4					
5					
6					
7					
8					
Grand Total. (Without Taxes)		Rs.			
Total Taxes @		Rs.			
Grand Total with applicable Taxes (In Figures)		Rs.			
In Words:					

Annexure 4.1: Financial Bid Format (Breakdown of Cost Components)

TABLE 1: PP / PS Infra

(All prices to be inclusive of taxes and in INR only)

S.no	Description	Unit	Quantity	Unit Rate	Total Rate	Taxes / Levies / Duties etc.	AMC* (Year 1 Post Go-Live)	AMC* (Year 2 Post Go-Live)	AMC (Taxes / Duties etc)	Total Amount
	(A)	(B)	(C)	(D)	(E)=(C*D)	(F)	(G)	(H)	(I)	J = (E+F+G+H+I)
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										

Note :

1. All prices should be mentioned in INR (₹).
2. The commercial bid should be neatly typed and any cutting, overwriting or manual entry

may lead to rejection of bid.

3. The L-1 (CSP) will be decided based on lowest grand total price (Inclusive of All Taxes, Levies etc.).
4. In case of any calculation error, Grand Total Price (Inclusive of All Taxes, Levies etc.) mentioned in words will be considered for further reference purposes.
5. Commercial bid should be submitted online in a separate envelope other than containing technical bid.
6. CSP needs to provide detailed Tax break-up of all line items and their corresponding HSN/SAC codes.
7. Item wise value with cost breakup needs to be submitted by the bidder.
8. L-1 will be decided based on Column – “PRICE IN FIGURES (INCLUDING ALL TAXES)” of Annexure 04, mentioned in the above Financial Bid Format.

Annexure - 05**PROFORMA FOR PERFORMANCE BANK GUARANTEE***(On Stamp Paper of ₹ One Hundred)*

To,

To,

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

Ref : 1. RCIL/NR_CDG/EOI/MKTG/JKPolice/CCTV/2022-23 dated 28th Sep 2022
2. CoR RFP GEM/2022/B/2478929 dt. 27.08.22 of JK Police

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 affect of so relieving us.

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

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

Dated the Day of 2021 for (Name of Bank)

In the presence of Witnesses:

1. Signature With Date

Name

2. Signature With Date

Name

Encl : SFMS PBG Report

Annexure-06:**Non-Disclosure Undertaking (NDU) Format (On Letter Head)****NON-DISCLOSURE UNDERTAKING**

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

Ref : EOI No.: RCIL/NR_CDG/EOI/MKTG/JKPolice/CCTV/2022-23 dated 28th 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:

Non-Disclosure Agreement (NDA) Format

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "Agreement") is made and entered into on this ____ day of ____, 2021 (the "Effective Date") at ____.

By and between

RailTel Corporation of India Limited, (CIN: L64202DL2000GOI107905), a Public Sector Undertaking under Ministry of Railways, Govt. of India, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower -2, East Kidwai Nagar, New Delhi-110023 & Northern Region office at 6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi - 110053, (hereinafter referred to as 'RailTel'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of the ONE PART,

And

_____) (CIN:____), a company duly incorporated under _____ the provisions of Companies Act, having its registered office at _____, (hereinafter referred to as '_____'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of OTHER PART

RailTel and _____ shall be individually referred to as "Party" and jointly as "Parties"

WHEREAS, RailTel and _____, each possesses confidential and proprietary information related to its business activities, including, but not limited to, that information designated as confidential or proprietary under Section 2 of this Agreement, as well as technical and non-technical information, patents, copyrights, trade secrets, know-how, financial data, design details and specifications, engineering, business and marketing strategies and plans, forecasts or plans, pricing strategies, formulas, procurement requirements, vendor and customer lists,

inventions, techniques, sketches, drawings, models, processes, apparatus, equipment, algorithms, software programs, software source documents, product designs and the like, and third party confidential information (collectively, the "Information");

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

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

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

1. Permitted Use.

(a) Receiving Party shall:

- (i) hold all Information received from Disclosing Party in confidence;
- (ii) use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and
- (iii) restrict disclosure of such Information to those of Receiving Party's officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the "Representatives") who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.

(b) The restrictions on Receiving Party's use and disclosure of Information as set forth above shall not apply to any Information that Receiving Party can demonstrate:

- (i) is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party;
- (ii) at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B) known to Receiving Party;
- (iii) is approved for release by written authorization of Disclosing Party; or
- (iv) is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.

(c)Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorised disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.

2. Designation.

(a) Information shall be deemed confidential and proprietary and subject to the restrictions of this Agreement if, when provided in:

- (i) written or other tangible form, such Information is clearly marked as proprietary or confidential when disclosed to Receiving Party; or
- (ii) oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.

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

4. Ownership of Information. All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby.

Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Information.

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

6. Return or Destruction of Information.

(a) All Information shall remain the sole property of Disclosing Party and all materials containing any such Information (including all copies made by Receiving Party) and its Representatives shall be returned or destroyed by Receiving Party immediately upon the earlier of:

- (i) termination of this Agreement;
- (ii) expiration of this Agreement; or
- (iii) Receiving Party's determination that it no longer has a need for such Information.

(b) Upon request of Disclosing Party, Receiving Party shall certify in writing that all Information received by Receiving Party (including all copies thereof) and all materials containing such Information (including all copies thereof) have been destroyed.

7. Injunctive Relief: Without prejudice to any other rights or remedies that a party may have, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this Agreement, and that a party shall be entitled to seek the

remedies of injunction, specific performance and/or any other equitable relief for any threatened or actual breach of this Agreement

8. Notice.

(a) Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:

- (i) by personal delivery, when delivered personally;
- (ii) by overnight courier, upon written verification of receipt; or
- (iii) by certified or registered mail with return receipt requested, upon verification of receipt.

(b) Notice shall be sent to the following addresses or such other address as either Party specifies in writing.

RailTel Corporation of India limited:

Attn:

Address:

Phone:

Email.:

Attn:

Address:

Phone:

Email

9. Term, Termination and Survivability.

- (a) Unless terminated earlier in accordance with the provisions of this agreement, this Agreement shall be in full force and effect for a period of years from the effective date hereof.
- (b) Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other party not less than 30 days' written notice of such termination.
- (c) Notwithstanding the foregoing clause 9(a) and 9 (b) , Receiving Party agrees that its obligations, shall:
- (i) In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and
 - (ii) not apply to any materials or information disclosed to it thereafter.

10. Governing Law and Jurisdiction. This Agreement shall be governed in all respects solely and exclusively by the laws of India without regard to its conflicts of law principles. The Parties hereto expressly consent and submit themselves to the jurisdiction of the courts of New Delhi.

11. Counterparts. This agreement is executed in duplicate, each of which shall be deemed to be the original and both when taken together shall be deemed to form a single agreement

12. No Definitive Transaction. The Parties hereto understand and agree that no contract or agreement with respect to any aspect of a potential transaction between the Parties shall be deemed to exist unless and until a definitive written agreement providing for such aspect of the transaction has been executed by a duly authorized representative of each Party and duly delivered to the other Party (a "Final Agreement"), and the Parties hereby waive, in advance, any claims in connection with a possible transaction unless and until the Parties have entered into a Final Agreement.

13. Settlement of Disputes:

- (a) The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or

consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.

(b) In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.

14. The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the part

15. CONFIDENTIALITY OF NEGOTIATIONS

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

16. REPRESENTATION

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

17. ASSIGNMENT

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

18. EMPLOYEES AND OTHERS

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

19. NO LICENSE

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

20. RELATIONSHIP BETWEEN PARTIES:

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

21. UNPULISHED PRICE SENSITIVE INFORMATION (UPSI)

_____ agrees and acknowledges that _____, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. _____ shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said

regulations, _____ shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel

22. MISCELLANEOUS.

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

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

<p>_____ :</p> <p>By _____</p> <p>—</p> <p>Name: _____</p> <p>Title: _____</p>	<p>RailTel Corporation of India Limited:</p> <p>By _____</p> <p>—</p> <p>Name: _____</p> <p>Title: _____</p>
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Witnesses:

Annexure-08**"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/EOI 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)

Annexure 9**Technical Compliance****Ref : 1. RCIL/NR_CDG/EOI/MKTG/JKPolice/CCTV/2022-23 dated 28th Sep 2022****2. CoR RFP GEM/2022/B/2478929 dt. 27.08.22 of JK Police**

Business Associates are requested to mention the details of compliance of technical solution proposed.

S. No	Scope Item	Specification as per technical Document	Proposed OEM Name	MAF Provided (Yes/No)	Compliance sheet
A	B	C	D	E	F
1	To be filled by Bidder As per Technical Document Copy of CoR	To be filled by Bidder As per Technical Document Copy of CoR	To be filled by Bidder	To be filled by Bidder	To be filled by Bidder
2	To be filled by Bidder	To be filled by Bidder	To be filled by Bidder	To be filled by Bidder	To be filled by Bidder

Annexure 10**Pre Bid Agreement**

(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)

This Pre-Bid Agreement (the "**Agreement**") is made at New Delhi on this ____ Day of _____ (month) 2022.

BETWEEN

M/s. RailTel Corporation Of India Limited, (CIN: L64202DL2000GOI107905) a company registered under the Companies Act 1956, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi India – 110 023 and Northern Regional office at 6th Floor, 3rd Block, Delhi IT Park, Shashtri Park, New Delhi - 110053 (hereinafter referred to as "**RailTel**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **FIRST PART.**

AND

M/s. XXXX, (CIN: _____) a company registered under the Companies Act 1956, having its registered office at _____ and its Corporate Office located at _____, (hereinafter referred to as "**XXXX**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **SECOND PART.**

RailTel and _____ shall be hereinafter individually referred to as "**Party**" and collectively as "**Parties.**"

WHEREAS,

- A) RailTel is a "Mini Ratna (Category-I)" CPSU of Ministry of Railways, having exclusive right of way along Indian Railways and has created an OFC backbone and associated transport and network infrastructure to provide carrier class telecom services. RailTel has Unified License issued by DoT to provide a range of telecom services. RailTel also has two tier III certified data centres at Secundrabad and Gurugram. RailTel has created a slew of digital services like cloud, hosting, hosted Video Conferencing service, Aadhar Services, Content delivery platform, WiFi

as a service etc. RailTel has strong capabilities in managing telecom infrastructure, MPLS network infrastructure, data centre services like IaaS (Infrastructure as a Service) and PaaS (Platform as a Service).

B) _____ (DETAILS OF SECOND PART)

C) RailTel had floated an **EOI No:** _____
dated _____ **pursuant to the RFP floated by End Customer for**
" _____
for End Customer Organization for agreed Scope of Work"(hereinafter referred as "The
said work/project/tender"), and subsequently, based on the offer submitted by M/s XXXX
 towards the RailTel's EOI, M/s XXXX has been selected by RailTel as Business Associate for the
 said Project.

D) RailTel is in the process of participating in the tender issued by end customer, complete details of which have deliberately not been shared with XXXX and XXXX has waived its right to get the RFP document of end customer owing to confidentiality concern raised by the end customer. However, a limited scope of work on 'need to know basis' and as detailed in clause 1.7 below, which will be carried out by XXXX has been shared with XXXX and based on the representation of "XXXX" that "XXXX" has read the said limited Scope of Work and has understood the contents thereof and that "XXXX" has sufficient experience to execute the said limited and defined scope of work, the Parties have mutually decided to form a " Business association" wherein RailTel shall act as the "Bidder" and "XXXX" shall act as the "business associate" in terms of the said Tender and in accordance to the terms agreed hereunder;

E) RailTel shall submit Rupees YYYY as BG against pre integrity pact at the time of submission of bid as an Integrity Pact bank guarantee to end customer and accordingly "XXXX" shall submit Rupees ZZZZ as BG of pre integrity pact on back to back basis to RailTel before final submission of the said bid to end customer. ***(This is applicable on cases to case basis as per CoR requirement. May please read in conjunction of the current RFP.)***

F) Party hereby acknowledges that RailTel has received Rs. _____ /- (Rs. _____) from M/s XXXX as per the Terms and conditions of EOI no. _____ dated _____.

G) The Parties are thus entering into this Agreement to record the terms and conditions of their understanding and the matters connected therewith.

RailTel has agreed to extend all the necessary and required support to "XXXX" during the entire contract period.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein it is hereby agreed by and between the Parties hereto as under:

1. SCOPE OF CO-OPERATION

- 1.1. Parties have agreed to form a "business association" to co-operate with each other on an exclusive basis with respect to execution of the said Project.
- 1.2. It has been further agreed between the Parties that Parties shall not bid individually for the said Project nor shall they enter into any arrangement with other parties for the purpose of bidding for the said Project during the validity of this Agreement.
- 1.3. The Parties also agree that the terms of the said EOI for limited and defined scope of work along with the Corrigendum's issued thereafter shall apply mutatis-mutandis to this Agreement.
- 1.4. The Parties further agree that they shall, enter into a 'Definitive Agreement' containing elaborate terms and conditions, role and responsibilities and respective scope of work of this Agreement after declaration of RailTel as the successful bidder of the said Project.
- 1.5. RailTel shall submit the PBG amounting Rs. XXXXX, earnest money deposit / EMD declaration (whichever is applicable) and performance bank guarantee to **End customer** and accordingly "XXXX" shall submit to RailTel, BG amounting to Rs. _____ as the earnest money deposit. Further, XXXX shall also pay the performance bank guarantee in proportionate to the extent of its defined scope of work.

- 1.6. RailTel may further retain some portion of the work mentioned in the end organization's RFP, where RailTel has competence so that overall proposal becomes most winnable proposal.

XXXX agrees, undertakes and acknowledges that following shall be Scope of Work of XXXX out of the total project work.:

2. Technical Terms – As per CoR document

3. **TERM AND TERMINATION**

- 3.1. This Agreement shall come into force as of the date of signing and shall continue to be in full force and effect till the complete discharge of all obligations, concerning the carrying out of the said Project, except terminated earlier by the Parties in terms of this Agreement or in terms of the said project, whichever is applicable.
- 3.2. This Agreement can be terminated by either Parties forthwith in the event of happening of the following events:
 - (a) End customer announces or notifies the cancellation of the said Project and / or withdrawing the said RFP.
 - (b) The receipt of an official communication that End customer chooses not to proceed with RailTel for the said Project or RailTel is not short listed by End customer.
 - (c) Material breach of any of the terms and conditions of this Agreement by either of the Parties and the same is not rectified by the defaulting Party beyond 15 (fifteen) days (or a reasonable time period as mentioned under the notice issued by the other Party) from the date of receipt of notice from the other Party to cure the said breach.
- 3.3. Parties agree and understand that as of the execution of this Agreement they are contractually bound and obligated to perform the services, obligations and the scope of work entrusted, should RailTel be declared as the successful bidder of the said Project. Any Party shall not withdraw its participation subsequent to execution of this Agreement, at any point in time except in case of material breach of any of the terms of the Agreement.
- 3.4. In case "XXXX" breach the terms of Agreement i.e. defaulting party in such case the balance unsupplied quantity or service shall be completed by RailTel i.e. non-defaulting party and cost for completion of that balance unsupplied quantity or service of such defaulting party shall be executed by RailTel at the risk and cost of such defaulting party.

4. **Liability:**

It is understood that the parties are entering into this pre-bid teaming agreement for requirement of submission of bid against the RFP floated by end customer for Implementation of Network Security System and Integration for end Customer

Organization. Parties acknowledge and agree that "XXXX" shall be completely liable for the successful execution of this project, in relation to its defined scope of work (as detailed in clause 1.7 above), fully complying the end customer requirements . Accordingly, it is agreed that notwithstanding anything contained in the RFP document, "XXXX" shall be liable to RailTel with regard to its obligations and liability to complete the agreed and defined scope of work as detailed in clause 1.7 above..

5. **EXCLUSIVITY**

Parties agree to co-operate with each other for the purpose of the said Project on an exclusive basis with respect to applying for, submitting and execution of the said Project including providing of technical demo, proof of concept for the agreed and defined scope of work.

6. **PAYMENT TERMS**

The payment terms between the parties shall be only on receipt of payment from end customer.

7. **TAXES**

Parties agrees that they will comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed / levied on them by the Indian Income Tax Authorities, for the payments received by them for the Project under this agreement and any other taxes, cess, surcharge, etc. for their respective scope of works;

8. **INDEMNIFICATION**

8.1 Parties agree to and undertake to indemnify and hold each other, its officers, directors, agents and employees harmless, from and against any and all claims, demands, causes of action, losses, damages, costs and expenses (including attorney's reasonable fees, costs of investigation and defence) arising out of or resulting from any claim, action or other proceeding (including any proceeding by any of the indemnifying party's employees, agents or contractors) based upon:

- i. any breach or contravention of any of the terms, conditions, covenants of this Agreement by the Party;
- ii. Unethical business practices;
- iii. any acts or omission of the Party and/ or any of its employees, agents or contractors, and the liability for damages to property arising from or out of party operations in connection with the performance of this agreement;
- iv. any claim for taxes that might arise or be imposed due to this performance of Services hereunder;
- v. any representation or warranty or information furnished by the Party being found to be false;
- vi. Parties failure to pay all applicable compensation to its respective personnel;
- vii. death or personal injury to any person;

- viii. destruction or damage to any property by acts or omissions of either Party, its representatives or personnel;
- ix. any violation/non-compliance by the Party with any applicable laws governmental regulations or orders;
- x. any third party liability;
- xi. improper handling or misuse of the Confidential Information of the Party(ies) by the Party

8.2 XXXX shall be liable to all risks and consequences (including the risk of payments) suffered in the performance of services under the Project and undertakes to indemnify RailTel from and against any non payments (of RailTel's share payable to RailTel), recoveries and claim from End Customer or any other cost or losses incurred due to default/non performance on part of XXXX.

9. COMPLIANCES TO STATUTORY OBLIGATIONS

- 9.1. Parties shall also obtain and keep in place necessary insurance policies, mediclaim policies, group insurance schemes of adequate value to cover their workmen, supervisors, etc. with regard to any accidents, injury or the liability under the Employee Compensation Act.
- 9.2. Parties shall observe and be responsible for the compliance of all labour laws (including labour cess) as per government notifications and shall maintain necessary records for the same and shall submit the same to RailTel when so required.
- 9.3. Parties shall duly maintain all records / registers required to be maintained by them under various labour laws mentioned above and shall produce the same before the concerned Statutory Authorities whenever required and called upon to do so.

10. LEGAL STATUS

This Agreement constitutes a contractual relationship and shall relate solely to the Project and shall not extend to other activities or be construed to create a corporation, body corporate, partnership or any other form of legal entity.

11. REPRESENTATIONS AND COVENANTS

- 11.1. Each Party represents and warrants to the other Party as follows:
 - 11.1.1. That it has full capacity, power and authority and has obtained all requisite consents and approvals to, enter into and to observe and perform this Agreement and to consummate the transactions contemplated hereunder. Each of the Persons / personnel executing this Agreement on behalf of the each of the Parties have full capacity and authority to sign and execute this Agreement on behalf of the respective Parties;
 - 11.1.2. The execution, delivery and consummation of, and the performance by it, of this Agreement shall not conflict with, violate, result in or constitute a breach of or a default

under, (a) any contract by which it or any of its assets or properties, are bound or affected, and/or (b) its constitutional documents;

11.1.3. This Agreement constitutes its legal, valid and binding obligations, enforceable against it, in accordance with their terms under Applicable Statutory Law(s);

11.1.4. It has the right, authority and title to execute this Agreement;

12. **SUBCONTRACTING BETWEEN PARTIES**

If a Party subcontracts certain supplies or services pertaining to its scope of work to the other party, then the resulting relationship between such parties shall be governed by a separate subcontract. This Agreement shall not in any way be affected thereby except as stated otherwise in this Agreement

13. **GOVERNING LAW AND JURISDICTION**

The construction, validity and performance of this Agreement shall be governed in all respects by the Laws of India. The Parties hereby submit to the exclusive jurisdiction of the Indian courts at Delhi only.

14. **GOOD FAITH NEGOTIATION AND DISPUTE RESOLUTION**

The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.

In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.

The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the parties.

15. **FORCE MAJEURE**

"Force Majeure Event" shall mean any event beyond the reasonable control of the affected Party including acts of God, fires, earthquakes, strikes, pandemic, epidemics, lock down, and labor disputes, acts of war or terrorism, civil unrest, economic and financial sanctions, or acts or omissions of any Governmental Authority occurring on or after the Signature Date.

No Party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with, due to a Force Majeure Event.

The Party affected by Force Majeure Event shall promptly inform the other Party in writing and shall furnish within 30 (thirty) days thereafter, sufficient proof of the occurrence and expected duration of such Force Majeure Event. The Party affected by Force Majeure Event shall also use all reasonable endeavours to mitigate the negative effects of such Force Majeure Event on such Party's ability to perform its contractual obligations. In the event of a Force Majeure Event, the Parties shall immediately consult with each other in order to find an equitable solution and shall use all reasonable endeavours to minimise the consequences of such Force Majeure Event.

The occurrence of a Force Majeure Event shall however, not relieve a Party of any obligation to pay any sum due under this Agreement prior to the occurrence of the Force Majeure Event.

If the Force Majeure lasts for more than 6 (six) months, the Parties may mutually decide in writing on the future course of action with respect to this Agreement.

16. **INTELLECTUAL PROPERTY RIGHTS**

16.1. Each Party shall remain the sole owner of all industrial or intellectual property rights, Technical Data, Know-How, designs, specifications and the like, generated or acquired before the signature, or beyond the scope of this agreement.

16.2. Each Party shall remain the sole owner of all industrial or intellectual property rights, technical data, know-how, design specifications and the like generated solely by that Party during the course of the performance of this agreement and shall not be free to use it by the other party and if the other party uses that intellectual property rights prior permission shall be taken with paying necessary fees for such rights.

16.3. In case of joint development, the work-share and associated ownership of intellectual property of each Party shall be mutually agreed upon and defined in advance in the definitive agreement for the specific program. However, should any invention be jointly made by the Parties in the performance of this agreement, without neither Party being in a position to reasonably claim the ownership of said intellectual property right, the said right shall be jointly owned by the Parties and the corresponding measures of protection for both Parties of the said right as may be practicable shall be mutually agreed by both Parties and cost for such registration of such right shall be borne by the parties proportionately as per the ownership of the rights.

16.4 As on date, Parties confirm that there are no infringements of any Intellectual Property Rights of the products contemplated under this agreement, in accordance with the laws prevailing in the country.

16.5. The Parties undertake and confirm that the Technology / Knowhow / Design owned by each of them and intended to be put into use for execution of various Projects pursuant to this agreement has been originally developed by each of such Parties. The Parties are entitled to all the Intellectual Property Rights in Technology / Knowhow / Design intended to be put into

use for execution of various Projects and no third-party Intellectual Property Rights have been put into use either in their original or modified form without proper authorisation of such third party. The Parties further vouchsafes that the foregoing undertaking is actuated by truth and accuracy and no misrepresentation is being put into use for inducing each other to enter into this agreement.

17. **CONFIDENTIALITY**

17.1. During the term of this agreement, either party may receive or have access to technical information, as well as information about product plans and strategies, promotions, customers and related non-technical business information which the disclosing party considers to be confidential ("Confidential Information as per RFP tender document"). In the event Confidential Information is to be disclosed, the Confidential Information must be marked as confidential at the time of disclosure, or if disclosed orally but stated to be confidential, and be designated as confidential in writing by the disclosing party summarizing the Confidential Information disclosed and sent to the receiving party within thirty (30) days after such oral disclosure.

17.2. Confidential Information may be used by the receiving party only with respect to the performance of its obligations under this Agreement, and only by those employees of the receiving party and its subcontractors who have a need to know such information for purposes related to this Agreement, provided that such subcontractors have signed separate agreements containing substantially similar confidentiality provisions. The receiving party must protect the Confidential Information of the disclosing party by using the same degree of care to prevent the unauthorized use, dissemination or publication of such Confidential Information, as the receiving party uses to protect its own confidential information of like nature.

17.3. The obligations is not applicable to any information which is:

17.3.1. Already known by the receiving party prior to disclosure;

17.3.2. Publicly available through no fault of the receiving party;

17.3.3. Rightfully received from a third party without being responsible for its confidentiality;

17.3.4. Disclosed by the disclosing party to a third party without being responsible for its Confidentiality on such third party;

17.3.5. Independently developed by the receiving party prior to or independent of the disclosure;

17.3.6. Disclosed under operation of law;

17.3.7. Disclosed by the receiving party with the disclosing party's prior written approval.

17.4 XXXX agrees and acknowledges that XXXX, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. XXXX shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, XXXX shall abide by the restriction on

communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel

17.5 Notwithstanding anything contained in this agreement, XXXX undertakes, agrees and acknowledges that being RailTel's Business Associate, XXXX shall maintain utmost confidentiality in relation to said Project. XXXX further, undertakes that any information relating to said Project which is or will be disclosed/ divulged by RailTel on need to know basis, will be received and treated by XXXX as strictly confidential and XXXX 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.

18. **NOTICES**

Notices, writings and other communications under this Agreement may be delivered by hand, by registered mail, by courier services or facsimile to the addresses as set out below:

To RailTel Corporation Of India Limited

To: RailTel Corporation of India Ltd
 Kind Attn: Executive Director / Northern Region
 Address: 6th Floor, 3rd Block, Delhi IT Park, New Delhi - 110053
 Tel No.: +91-11-22185933/22185934
 Email: ednr@railtelindia.com

To XXXX

To: XXXX
 Kind Attn: _____
 Address: _____
 Mob. No.: _____
 Email: _____

19. **AMENDMENT**

No amendment or modification or waiver of any provision of these presents, nor consent to any departure from the performance of any obligations contained herein, by any of the Parties hereto, shall in any event be valid and effective unless the same is in writing and signed by the Parties or their duly authorized representative especially empowered in this behalf and the same shall be effective only in respect of the specific instance and for the specific purpose for which it is given.

20. **PRIOR UNDERSTANDING**

This Agreement contains the entire Agreement between the Parties to this Agreement with respect to the subject matter of the Agreement, is intended as a final expression of such Parties' agreement with respect to such terms as are included in this Agreement is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, stipulations, understanding, Agreements, representations and warranties if any, with respect to such subject matter, which precede or accompany the execution of this Agreement.

21. **GENERAL**

21.1. **Binding Effect:**

This Agreement shall be binding upon and inure to the benefit of the Parties here to and their respective legal successors.

21.2. **Counterparts:**

This Agreement may be executed simultaneously in 2 (two) counterparts, each of which shall be deemed to be original and all of which together shall constitute the same Agreement.

21.3. **Non-Partnership:**

21.3.1. This Agreement shall be on a principal-to-principal basis and shall not create any principal-agent relationship between the Parties.

21.3.2. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties or otherwise entitle either Party to have an authority to bind the other Party for any purpose.

21.4. **Severability:**

In the event any provision of this agreement is held invalid or un-enforceable by a court of competent jurisdiction, such provision shall be considered separately and such determination shall not invalidate the other provisions of this agreement and annexure/s which will be in full force and effect.

21.5. **Waiver:**

A failure by any Party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time.

21.6. **Time is of essence:**

Time is the essence of this agreement and the Parties herein agree and acknowledge to abide by the same.

22. **Miscellaneous**

22.1. No Party to this agreement will have any rights or obligations arising from or in relation to this agreement in excess of those rights and obligations expressly declared herein.

22.2. No Party to this agreement is entitled to sell, assign or otherwise transfer any of its rights and/or obligations arising from or in relation to this agreement to any third party, without the prior written consent of the other Party of this agreement.

22.3. Each Party shall be solely responsible for its own actions or failures to act and for its own commitments and undertakings. Neither Party shall present itself as the representative or agent of the other Party, nor shall it have the power or the authority to commit the other Party, unless it receives the other Party's prior written consent.

22.4. No release shall be made by any Party to the news media or the general public relating to this agreement and/or the subject matter thereof without prior written approval of the other Party..

22.5. During the term of this agreement, each party shall refrain from taking any action or attempt to take any action with the intent of impairing or causing prejudice to the business relationship, whether existing or prospective that subsists between the other party and its customers and business partners. Each party shall also desist from inducing or influencing or attempting to induce or influence any customer or business partner, whether existing or prospective of the other party, resulting into prejudice or detriment to business prospects of the other party.

Furthermore, Parties shall not compete with or cause detriment to the business prospects of each other by making use of confidential information, whether in its embodied or disembodied form, shared pursuant to this agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

For RailTel Corporation Of India Limited
Authorised Signatory

For XXXX Limited
Authorised Signatory

Name:
Designation:

Name:
Designation:

In Presence of witness:

Signature:

Signature:

Name:

Name:

Address:

Address

The following eminent personalities have been appointed as Independent External Monitors(IEMs) by RailTel for effective implementation & monitoring of Integrity Pact:

Name	Contact
Smt. Vijaya Kanth, IRAS (Retd)	Add: Sterling Manor, Flat F, No. 5/6, Flat F, Sterling Manor, 3 rd Cross Street, Sterling Road, Nungambakkam, Chennai-600034 E-Mail: vkanthmrl2003@yahoo.com M.No. +91-9445868314
Shri. Vinayaka Rao Turaga, IOFS (Retd)	Add: TURAGA House, Anne Baburao Colony, Penamaluru Vijaywada, Andhra Pradesh-521139 E-Mail: tvrao56@gmail.com M.No. +91-9007723424

Date: 02.12.2019

Annexure-A

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.0 There shall be compulsory registration of agents for all global (Open) Tender and Limited Tender. An agent who is not registered with RailTel Units shall apply for registration in the prescribed Application -Form.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/ Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ retainer-ship being paid by the principal to the agent before the placement of order by RailTel.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
 - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by RAILTEL in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to

tender either directly or through the agents/representatives.

- 2.2.2 The amount of commission /remuneration included in the price(s) quoted by the tenderer for himself.
- 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by RAILTEL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by RAILTEL. Besides this there would be a penalty of banning business dealings with RAILTEL or damage or payment of a named sum.

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Annexure -B

GUIDELINES ON BANNING OF BUSINESS DEALINGS

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- 1.1 RailTel Corporation of India Ltd (RAILTEL), being a Public Sector Enterprise, under the administrative control of the Ministry of Railways and therefore being an authority deemed to be the state within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. RAILTEL has also to safeguard its commercial interests. RAILTEL deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of RAILTEL to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on RAILTEL to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.
2. Scope
 - 2.1 The General Conditions of Contract (GCC) of RAILTEL generally provide that RAILTEL reserves its rights to remove from list of approved suppliers/ contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.
 - 2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies/ customers/ buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.
 - 2.3 However, absence of such a clause does not in any way restrict the right of Company (RAILTEL) to take action / decision under these guidelines in appropriate cases.
 - 2.4 The procedure of (i) Removal of Agency from the List of approved suppliers/ contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
 - 2.5 These guidelines apply to Corporate Office, all Regions and Subsidiaries of RAILTEL.
 - 2.6 It is clarified that these guidelines do not deal with the decision of the Management to avoid entertaining any particular Agency due to its poor / inadequate performance or for any other reason.

2.7 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) Party / Contractor / Supplier / Purchaser / Customer shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. Party / Contractor / Supplier / Purchaser / Customer in the context of these guidelines is indicated as Agency .
- ii) Interconnected Agency shall mean two or more companies having any of the following features:
 - a) If one is a subsidiary of the other;
 - b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
 - c) If management is common;
 - d) If one owns or controls the other in any manner;
- iii) Competent Authority and Appellate Authority shall mean the following:
 - a) For Company (entire RAILTEL) wide Banning: The Director shall be the Competent Authority for the purpose of these guidelines. CMD, RAILTEL shall be the Appellate Authority in respect of such cases except banning of business dealings with Foreign Suppliers of imported items.
 - b) For banning of business dealings with Foreign Suppliers of imported items, RAILTEL Directors Committee (RDC) shall be the Competent Authority. The Appeal against the Order passed by RDC, shall lie with CMD, as First Appellate Authority.
 - c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach Railway Board as Second Appellate Authority.
 - d) For RailTel Regions only: Any officer not below the rank of General Manager appointed or nominated by the Executive Director of concerned Region shall be the Competent Authority for the purpose of these guidelines. The Executive Director of the concerned Region shall be the Appellate Authority in all such cases.

- e) For Corporate Office only: For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Concerned Group General Manager / General Manager shall be the Competent Authority and concerned Director shall be the Appellate Authority.
 - f) CMD, RAILTEL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- iv) Investigating Department shall mean any Department Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
- v) List of approved Agencies - Parties / Contractors / Suppliers/ Purchaser/ Customers shall mean and include list of approved /registered Agencies- Parties/ Contractors / Suppliers / Purchasers / Customers, etc.

4. Initiation of Banning / Suspension

Action for banning / suspension of business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department of each Region / Unit/ Corporate Office may also be competent to initiate such action.

5. Suspension of Business Dealings

- 5.1 If the conduct of any Agency dealing with RAILTEL is under investigation by any department (except Foreign Suppliers of imported items), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to Investigating Department. The Investigating

Department may ensure that their investigation is completed and whole process of final order is over within such period.

- 5.2 The order of suspension shall be communicated to all the departmental heads within the unit/ region/ Corporate Office as the case may be. During the period of suspension, no business dealing may be held with the agency. As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.3 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of RAILTEL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to Chief Vigilance Officer (CVO), RAILTEL Corporate Office alongwith the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the units/ regions of RAILTEL to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the units/ Regions / Corporate Office by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency and all concerned. Such an order would operate for a period of six months from the date of issue.
- 5.4 for suspension of business dealings with Foreign Suppliers of imported items, following shall be the procedure:
 - i) Suspension of the foreign suppliers shall apply throughout the Company/ Regions including Subsidiaries.
 - ii) Based on the complaint forwarded by ED / GGM / GM or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of RAILTEL to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director / GGM / GM, to place it before a Committee consisting of the following:
 1. ED / GGM/ GM (viz. Representative of Corporate Finance).
 2. ED / GGM/ GM (viz. Representative of Department concerned with procurement of imported items)- Convener of the Committee.
 3. ED / GGM/ GM (to be nominated on case to case basis).
 4. ED / GGM/ GM ((viz. Representative of Corporate Law).

The committee shall expeditiously examine the report and give its comments / recommendations within twenty one days of receipt of the reference by ED/ GGM/ GM.

- iii) The comments / recommendations of the Committee shall then be placed by ED/GGM/GM, before RAILTEL Directors Committee (RDC) constituted for import of items. If RDC opines that it is a fit case for suspension, RDC may pass necessary orders which shall be communicated to the foreign supplier by the ED/GGM/GM.
- 5.5 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.6 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.
6. Ground on which Banning of Business Dealings can be initiated
- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or RAILTEL, during the last five years;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
- 6.4 If the Agency continuously refuses to return / refund the dues of RAILTEL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;

- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts;
 - 6.8 If the Agency uses intimidation/ threatening or brings undue outside pressure on the Company (RAILTEL) or its official in acceptance/ performances of the job under the contract;
 - 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
 - 6.10 Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Company (RAILTEL) or not;
 - 6.11 Based on the findings of title investigation report of CBI / Police against the Agency for malafide/ unlawful acts or improper conduct on his part in matters relating to the Company (RAILTEL) or even otherwise;
 - 6.12 Established litigant nature of the Agency to derive undue benefit;
 - 6.13 Continued poor performance of the Agency in several contracts;
 - 6.14 If the Agency misuses the premises or facilities of the Company (RAILTEL), forcefully occupies tampers or damages the Company's properties including land, water resources, etc.
(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).
7. Banning of Business Dealings
- 7.1 Normally, a decision to ban business dealings with any Agency should apply throughout the Company including subsidiaries. However, the Competent Authority of the Region/ Unit except Corporate Office can impose such ban Region-wise only if in the particular case banning of business dealings by respective Region/ Unit will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct/ default to beyond the Region/ Unit. Any ban imposed by Corporate Office shall be applicable across all Regions/ Units of the Company including Subsidiaries.
 - 7.2 For Company-wide banning, the proposal should be sent by ED of the Region/ Unit to the CVO/RailTel setting out the facts of the case and the justification of the action proposed alongwith all the relevant papers and documents except for banning of business dealings with Foreign Suppliers of imported items.

The Corporate Vigilance shall process the proposal of the concerned Region/ Unit for a prima-facie view in the matter by the Competent Authority nominated for Company-wide banning.

The CVO shall get feedback about that agency from all other Regions/ Units. Based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority.

If the prima-facie decision for Company-wide banning has been taken, the Corporate Vigilance shall issue a show-cause notice to the agency conveying why it should not be banned throughout RAILTEL.

After considering the reply of the Agency and other circumstances and facts of the case, a final decision for Company-wide banning shall be taken by the competent Authority.

- 7.3 There will be a Standing Committee in each Region/ Unit to be appointed by Chief Executive Officer for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers. However, for procurement of items/ award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager/ Dy. General Manager each from Operations, Finance, Law & Project. Member from Project shall be the convener of the committee. The functions of the committee shall, inter-alia include:
- i) To study the report of the investigating Agency and decide if a prima-facie case for Company-wide / Region wise banning exists, if not, send back the case to the Competent Authority.
 - ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
 - iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
 - iv) To submit final recommendation to the Competent Authority for banning or otherwise.
- 7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show- cause notice may be issued to the Agency and an enquiry held accordingly.
- 7.5 Procedure for Banning of Business Dealings with Foreign Suppliers of imported items.
- i) Banning of the agencies, shall apply throughout the Company including subsidiaries.

- ii) Based on the complaint forwarded by Executive Director or received directly by Corporate Vigilance, an investigation shall be carried out by Corporate Vigilance. After investigation, depending upon the gravity of the misconduct, Corporate Vigilance may send their report to Executive Director/ GGM/ GM, to be placed before a Committee consisting of the following:

1. ED / GGM/ GM (viz. Representative of Corporate Finance).
2. ED / GGM/ GM (viz. Representative of Department concerned with procurement of imported items)- Convener of the Committee.
3. ED / GGM/ GM (to be nominated on case to case basis).
4. ED / GGM/ GM ((viz. Representative of Corporate Law).

The Committee shall examine the report and give its comments/ recommendations within 21 days of receipt of the reference by ED.

- iii) The comments/recommendations of the Committee shall be placed by ED/ GGM/GM before RAILTEL Directors' Committee (RDC) constituted for import of foreign items. If RDC opines that it is a fit case for initiating banning action, it will direct ED/ GGM/ GM to issue show-cause notice to the agency for replying within a reasonable period.
- iv) On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED to RDC for consideration & decision.
- v) The decision of the RDC shall be communicated to the agency by ED/GGM/GM concerned.

8. Removal from List of Approved Agencies Suppliers/ Contractors, etc.

- 8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.
- 8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but LTE (Limited Tender Enquiry) may not be given to the Agency concerned.

8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9. Show-cause Notice

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.

9.2 If the Agency requests for inspection of any relevant document in possession of RAILTEL, necessary facility for inspection of documents may be provided.

9.3 The Competent Authority may consider and pass all appropriate speaking order:

- a) For exonerating the Agency if the charges are not established.
- b) For removing the Agency from the list of approved Suppliers/ Contactors, etc.
- c) For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10. Appeal against the Decision of the Competent Authority

10.1 The agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11. Review of the Decision by the Competent Authority

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Chief Executive / Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Chief Executive / Competent Authority upon disclosure of new facts

/ circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee for examination and recommendation.

12. Circulation of the names of Agencies with whom Business Dealings have been banned
- 12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.
- 12.2 If Government Departments or a Public Sector Enterprise requests for more information about the Agency with whom business dealings have been banned, a copy of the report of the Inquiring authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.
- 12.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, RAILTEL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its interconnected Agencies.
- 12.4 Based on the above, Regions / Units may formulate their own procedure for implementation of the guidelines.

* * * * *

RailTel Corporation of India Limited, hereinafter referred to as "The Principal".

And

....., hereinafter referred to as "The Bidder/ Contractor"

40. Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for

.....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

41. Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

42. Section 2- Commitments of the Bidder(s) / Contractor(s)

1 The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure A.

e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

43. Section 3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process & exclude him from future business dealings as per the existing provisions of GFR,2017,PC ACT 1988) or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings" and any other Financial Rules/Guidelines applicable to the Principal. Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annexure "B".

44. Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to be terminated the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

45. Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

46. Section 6: Equal treatment of all Bidders / Contractors/Subcontractors.

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a signed commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal Contractor shall take the responsibility of the adoption of IP by the sub- contractors. It is to be ensured that all sub-contractors also sign the IP.
3. In case of a Joint Venture, all the partners of the Joint Venture should sign the Integrity pact.
4. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions

47. Section 7: Criminal charges against violation by Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

48. Section 8: Independent External Monitor / Monitors

1. The Principal appoints competent & credible Independent External Monitors for this pact as nominated by the Central Vigilance Commission(CVC) Government of India, from the panel of IEMs maintained by it. The task of the Monitors is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, RailTel.

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor.

4. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

Note : However, the documents /records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

6. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

The advice of the IEM panel is restricted to resolving issues raised by a bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders.

7. The panel of IEMs are expected to submit a joint written report to the CMD, RailTel within 30 days from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the RailTel Board.

9. The IEMs would examine all complaints received by them and give their recommendations/views to the CMD, RailTel at the earliest. They may also send their report directly to the CVO in case of suspicion of serious irregularities requiring legal/administrative action. Only in case of very serious issue having a specific, verifiable vigilance angle, the matter should be reported directly to the Chief Vigilance Commission.

10. The word 'Monitor' would include both singular and plural.

11. In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms & conditions of the contract. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.

49. Section 9: Pact Duration

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the completion of contract. After award of work, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. However, the IEMs may suggest systemic improvements to the management of the organization concerned, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the contract has been awarded.

If any claim is made / lodged by either party during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD of RailTel.

50. Section 10: Other Provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. The parties signing the IP shall not approach the Courts while representing the matters to the IEMs and he/she will await the decision in the matter.
6. Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor
7. The Integrity pact shall be deemed to form a part of contract and parties shall be bound by its provision.
8. Issues like warranty/guarantee etc. should be outside the purview of IEMs.

(For & on behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Integrity Pact Program

Bringing the practices in Railtel Corporation of India Limited up to the internationally acclaimed best practices for raising integrity levels in procurement of works and services, RailTel is implementing the Integrity Pact Program in line with the recommendation of Central Vigilance Commission (CVC).

The Integrity Pact Program envisages an 'Integrity Pact', an agreement between the prospective Bidders & Contractors and RailTel, committing the persons/officials of both parties, not to exercise any influence on any aspect of the contract.

Coverage:

The Integrity Pact Program will cover the following tenders/procurements:

All tenders relating to procurement of OFC, quad cable, pre-fab shelters, electronic equipments and its installations and/or commissioning etc and other item(s) or activity/activities proposed to be carried out or required by the Company for the value exceeding Rs. 15 crores at a time including for repair and maintenance of cable /network and any other items required for special works assigned to RailTel

Implementation:

The accompanying 'Integrity Pact' will be issued along with the bidding documents and will also be uploaded on the website.

Bidder of Indian origin shall submit the Integrity Pact (in 2 copies) on a non judicial stamp paper of Rs. 100/- duly signed by the person signing the bid. Bidder of foreign origin may submit the Integrity Pact on its company's letterhead, duly signed by the person signing the bid.

If the bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.

The 'Integrity Pact' shall be returned by the Bidder duly signed along with the Bid in a separate envelope, duly superscripted with 'Integrity Pact'.

On behalf of RailTel, the Integrity pact will be signed by the concerned representative of the Projects department in the Bid Opening Committee immediately on receipt of Integrity Pact signed by the Bidder at the time of Bid opening. One copy of the Integrity Pact shall be retained by RailTel and the 2nd copy will be issued to the representative of the bidders during bid opening. If the Bidders representative is not present during the Bid opening, the 2nd copy shall be sent to the bidder by post/courier.

Bidder's failure to submit the Integrity Pact duly signed along with the Bid shall lead to outright rejection of the Bid.

The bidder shall not change the contents of the Integrity pact.

All the pages of the Integrity Pact are to be signed by both RailTel and the Bidder.

51. Independent External Monitors (IEMs):

1. CMD of RailTel is the authority to appoint Independent External Monitor(s) to oversee Integrity Pact Program's implementation and effectiveness with respect to the tenders/procurements to which Integrity Pact Program applies. For this purpose, CVC would nominate IEMs for RailTel from the panel of IEMs maintained by it. The Terms and Conditions of their appointment would be decided by CMD, RailTel in line with CVC guidelines in the matter.
2. In all tenders covered under the Integrity Pact, particulars of all IEMs, including their emailIDs should be mentioned.
3. A copy of such Tender Document shall be forwarded to both IEM's promptly after publishing of the same, Information regarding the contracts awarded against the said Tender shall be provided to the concerned IEM at regular intervals as decided in consultation with CVO. Additional details/documents, if any, shall be furnished to the concerned IEM/IEMs, as and when sought by them.
4. IEM/IEMs shall provide their opinion on the complaints received by them to CMD RailTel at the earliest. They may however send their report directly to the CVO in case of suspicion of serious irregularities requiring legal/administrative action.

Annexure - 11**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_RO/EOI/MKTG/JKPolice/CCTV/2022-23 dated __th 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:

Appendix 1: List of Technical Personnel

(To be on company letter head)

Ref : 1. RCIL/NR_CDG/EOI/MKTG/JKPolice/CCTV/2022-23 dated 28th Sep 2022
2. CoR RFP GEM/2022/B/2478929 dt. 27.08.22 of JK Police

Date :

To,

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

SUB: List of Technical Personnel on Payroll of Company

Dear Sir,

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

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

Authorized

Signatory

(Signature)

Name -

Designation -

Company Seal

Appendix 2: List of Office Locations

(To be on company letter head)

Ref : 1. RCIL/NR_CDG/EOI/MKTG/JKPolice/CCTV/2022-23 dated 28th Sep 2022
2. CoR RFP GEM/2022/B/2478929 dt. 27.08.22 of JK Police

Date :

To,

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

SUB: List of Office Locations in India

Dear Sir,

Having examined the Invitation for EoI document bearing the reference number

_____ released by your esteemed organization, we, undersigned, hereby declare below mentioned list of office location of our company taking pan India into consideration:

S. No.	Location	Address	Type of Office (Corporate/ Regional/ Territory/ Field Office)
1			
2			

Authorized Signatory (Signature)

Name - Designation -Company Seal

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

(To be on company letter head)

Ref : 1. RCIL/NR_CDG/EOI/MKTG/JKPolice/CCTV/2022-23 dated 28th Sep 2022
2. CoR RFP GEM/2022/B/2478929 dt. 27.08.22 of JK Police

Date :

To,

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

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

Rule (GFRs) 2017 Dear Sir,

Having examined the Invitation for EoI document bearing the reference number _____

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

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

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

Authorized Signatory (Signature)

Name -

Designation -

Company Seal

Appendix 4: Financial Declaration

(To be on company letter head)

Ref : 1. RCIL/NR_CDG/EOI/MKTG/JKPolice/CCTV/2022-23 dated 28th Sep 2022
2. CoR RFP GEM/2022/B/2478929 dt. 27.08.22 of JK Police

Date :

To,

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

SUB: Declaration of Turnover and Net worth

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

NET WORTH			
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 must be submitted as proof of the financial turnover.

- ii. Positive Net worth of the three financial years as on date. Copy of Audited balance sheet and CA certificate for net worth with calculation based on audited accounts must be submitted along with the bid.

Authorized Signatory (Signature)

Name -

Designation -

Company Seal

Appendix 5: Declaration for Dispute / Arbitration

(To be on company letter head)

Ref : RCIL/NR_CDG/EOI/MKTG/JKPolice/CCTV/2022-23 dated 28th 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 of
.....as per the

EOI No. RCIL/NR_CDG/EOI/MKTG/JKPolice/CCTV/2022-23 dated 28th 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:

BID SUBMISSION FORM (IN BIDDING ENTITY'S LETTER HEAD)
"APPENDIX - 7"

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/JKPolice/CCTV/2022-23 dated 28th 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:

Appendix 8: BANK GUARANTEE FORM

Ref : 1. RCIL/NR_CDG/EOI/MKTG/JKPolice/CCTV/2022-23 dated 28th Sep 2022

2. CoR RFP GEM/2022/B/2478929 dt. 27.08.22 of JK Police

BID SECURITY (BANK GUARANTEE)

WHEREAS, _____ [name of Bidder] (hereinafter called "the Bidder") has submitted his

Bid dated _____ [date] Selection of Implementation Partner from RailTel Empaneled Business Associate for exclusive PRE-BID TEAMING ARRANGEMENT for the work of _____ [name of Contract] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We
 _____ [name of bank] of
 _____ [name of country] having our registered office at
 _____ (hereinafter called "the Bank") are
 bound unto RailTel Corporation of India Limited., 6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, Delhi-110053 [name of Employer] (hereinafter called "the Employer") in the sum of Rs. 1,50,00,000/- (Rupees One Crore and Fifty Lakhs only) for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of
 _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in
 the Form of Bid;

or

(2) If the Bidder having been notified of the acceptance of his bid by the Employer during the
 period of Bid validity:

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or

(c) does not accept the correction of the Bid Price;

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without

the Employer having to substantiate his demand, provided that in his demand the Employer will note that the

amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying
the occurred condition or conditions.

This Guarantee will remain in force up to and including the date

_____ * days after the

deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended

by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this

guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK

WITNESS _____ SEAL _____

[Signature, name, and address]

* 120 days after the end of the validity period of the Bid.

Appendix- 9 No Deviations Certificate

To,
 Name
 Designation
 Address
 Phone Nos / Fax Nos / email id

Sir,

We are providing the deviations from the requirements of EOI document No RCIL/NR_CDG/EOI/MKTG/JKPolice/CCTV/2022-23 dated 28th Sep 2022. These deviations, assumptions and variations are exhaustive. Except these deviations, assumptions and variations, all other Terms and Conditions of the EOI are acceptable to us.

Deviations in Scope of Work

S.no.	Reference of EOI, Clause No. and Page. No	Deviation in the Proposal	Brief Reasons

Deviation in Terms and Conditions

S.no.	Reference of EOI, Clause No. and Page. No	Deviation in the Proposal	Brief Reasons

Yours sincerely,

(Signature of the Authorized Representative)

Name
 Designation

Seal
 Place:

Business Address:

Appendix – 10: Declaration by Bidder on Make in India

Format for affidavit for OEM claiming benefit under Make in India Policy

Date:

I, _____ S/o, D/O, W/O ,
_____, Resident of
_____do hereby solemnly affirm and declare
as under:

That I agree to abide by the terms and conditions of **<Name of Nodal Ministry / Department >** of Government of India, issued vide Notification

No: _____ dated _____

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the **<Name of Nodal Ministry / Department >**, Government of India, for the purpose of assessing the Local Content (LC).

That the LC for all inputs which constitute the said Product/Services/Works has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the LC of the Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the **<Name of Nodal Ministry / Department >**, Government of India and I will be liable as under clause 9 (I) of Public Procurement (Preference to Make in India) Order 2017.

I agree to maintain all information regarding my claim for LC in the Company's record for a period of 2 years from the date of bidding and shall make this available for verification to any statutory authorities.

- I. Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity)
- II. Date on which this certificate is issued
- III. Product/Services/Works for which the certificate is produced
- IV. Procuring agency to whom the certificate is furnished
- V. Percentage of LC claimed
- VI. Name and contact details of the unit of the manufacturer
- VII. Sale Price of the product
- VIII. Ex-Factory Price of the product
- IX. Freight, insurance and handling
- X. Total Bill of Material

- XI.** List and total cost value of inputs used for manufacture of the Product/Services/Works
- XII.** List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers. if the input is not in-house.
- XIII.** List and cost of inputs which are imported, directly or indirectly

I hereby certify and confirm that the Product/Services/Works and its components proposed in this Tender are being Manufactured at **<Name and address of facility>** in India and is currently underproduction and not being simply assembled.

For and on behalf of _____ **(Name of firm/entity)**

Authorized signatory (To be duly authorized by the Board of Directors)
<Insert Name, Designation and Contact No. and Date>

Identified by me

Before Me

Advocate
 <Name with Signature & Seal>
 Date:
 Place:

Public Notary
 <Name with Signature & Seal>
 Date:
 Place:

Note:

1. Affidavit should be on Non-judicial stamp paper of Rs.100/-
2. Please fill up the details as per the documents you are annexing.
3. Affidavit should be attested by Notary Public.

Appendix – 11: Manufacturer's Authorization Form

{To be filled by the OEMs on OEM's letter head}

- 1) This letter of authority should be on the letterhead of the OEM/ manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.
- 2) The Service Provider should submit authorization certificate of Original Equipment Manufacturer (OEM) (or multiple OEMs) specific to the bid. The Service Provider should have a back-to-back support agreement/arrangement for services including supply of spare parts etc. with the OEMs of products mentioned below which includes the post-sales support activities for the entire project period.
- 3) All the proposed equipment (Except Desktops/workstations for 3 years) should not be declared End-of-Support by the **OEMs for next Five years** and should not be end of production for next one year from the date of bid submission.
- 4) The MAF is required for the below proposed products being supplied under this project.
 1. Cameras
 2. NVR
 3. Switches
 4. Display
 5. UPS
 6. Solar UPS
 7. Servo Stabilizer
 8. Passive Components
 9. Workstation
 10. Server

Appendix 12 Template for Undertaking of Authenticity

Date:

To,
ADGP
Police Headquarters
Jammu & Kashmir

Subject: _____

With reference to _____ being implemented/ quoted to you
vide our invoice no. / Quotation no. /order no. cited above.

We hereby undertake that all equipment and other items shall be original new components/parts/ assembly only, from respective OEMs of the products and that no refurbished/duplicate/second hand Hardware equipment and other items are being used or shall be used.

In case of default and we are unable to comply with above at the time of delivery or during installation, we agree to take back the items without demur, if already supplied and return the money if any paid to us by your in this regard.

We (IT Company/ Integrators name) also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our authorized Service Centre/Reseller/Sl. etc.

Authorized Signatory:

Name:

Designation:

Seal:

Appendix 13

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.	
GST number	
PAN details	
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:

Appendix 14: Tentative Bill of Quantity

Sl No	District	Name	Type	GPS Coordinates	Outdoor Bullet	Indoor Dome	PT Z	Total Camera
1	Anantnag	Bijbehara	PS	33.794040,75.101474	11	4	1	16
2	Anantnag	Kukarnag	PS	33.588346,75.298871	11	4	1	16
3	Anantnag	Achabal	PS	33.734408,75.144115	11	4	1	16
4	Anantnag	Ashmuciam	PS	33.858358,75.276220	11	4	1	16
5	Anantnag	Mattan	PS	33.767405,75.21168	11	4	1	16
6	Anantnag	Pahalgam	PS	34.020015,75.319504	11	4	1	16
7	Anantnag	Srigufwara	PS	33.817533,75.216964	11	4	1	16
8	Anantnag	Uttersoo	PS	33.708161,75.307018	11	4	1	16
9	Anantnag	Larnoo	PS	33.620946,75.375169	11	4	1	16
10	Anantnag	Women Police Station Anantnag	PS	33.794040,75.101474	11	4	1	16
11	Anantnag	Dooru	PS	33.56906,75.22364	11	4	1	16
12	Awantipora	Tral	PS	33.928143,75.122313	11	4	1	16
13	Awantipora	Pampore	PS	34.01245,74.91496	8	5	2	15
14	Awantipora	Khrew	PS	34.0226541,75.001419	11	4	1	16
15	Bandipora	Bandipora	PS	34.427094,74.6674083	11	4	1	16
16	Bandipora	Pethkote	PS	34.465586,74.64535	11	4	1	16
17	Bandipora	Aragam	PS	34.363235,74.658809	15	2	1	18
18	Bandipora	Tulail	PS	34.3322,75.2315	15	2	1	18
19	Bandipora	Sumbal	PS	34.23500000,74.64083333	15	2	1	18

Sl No	District	Name	Type	GPS Coordinates	Outdoor Bullet	Indoor Dome	PT Z	Total Camera
20	Bandipora	Hajan	PS	34.283859,74.620147	15	2	1	18
21	Bandipora	Gurez	PS	34.636704,74.7737219	15	2	1	18
22	Baramulla	Uri	PS	34.0817,74.0544	8	5	1	14
23	Baramulla	Boniyar	PS	34.129051,74.182908	7	5	2	14
24	Baramulla	Pattan	PS	34.161437,74.554863	7	5	2	14
25	Baramulla	Tangmarg	PS	34.060334,74.425539	11	4	1	16
26	Baramulla	Kunzar	PS	34.08545,74.505168	11	4	1	16
27	Baramulla	Gulmarg	PS	34.053170,74.398942	11	4	1	16
28	Baramulla	Chandoosa	PS	34.148853,74.388087	8	5	1	14
29	Baramulla	Kreeri	PS	34.123133,74.486384	11	4	1	16
30	Baramulla	Sheeri	PS	34.181194,74.274137	11	4	1	16
31	Baramulla	Women Police Station Baramulla	PS	34.207764,74.363579	11	4	1	16
32	Budgam	Charar-I-Sharief	PS	33.88489,74.78191	11	4	1	16
33	Budgam	Khan Sahib	PS	34.932,74.6647	11	4	1	16
34	Budgam	Budgam	PS	34.015809,74.720224	11	4	1	16
35	Budgam	Magam	PS	34.0884,74.59171	11	4	1	16
36	Budgam	Beerwah	PS	34.0184228,74.5877229	11	4	1	16
37	Budgam	Khag	PS	33.9971387,74.5300327	11	4	1	16
38	Doda	Bhaderwah	PS	32.5839, 75.4257	11	4	1	16
39	Doda	Assar	PS	33.1212542, 75.4117309	11	4	1	16
40	Doda	Gandoh	PS	33.028299, 76.912428	11	4	1	16
41	Doda	Thathri	PS	33.1453809 , 75.7788442	11	4	1	16

SI No	District	Name	Type	GPS Coordinates	Outdoor Bullet	Indoor Dome	PT Z	Total Camera
42	Doda	Women Police Station	PS	11.740656, 78.965400	11	4	1	16
43	Doda	Doda	PS	33.1457 N,, 75.5480E	11	4	1	16
44	Doda	Dessa	PS	33.28571, 75.47799	11	4	1	16
45	Ganderbal	Kheer Bhawani	PS	34.220865,74.76132	14	2	1	17
46	Ganderbal	Lar	PS	34.256343,74.755780	13	3	1	17
47	Ganderbal	Gund	PS	34.2552028,75.086848	15	2	1	18
48	Ganderbal	Kangan	PS	34.264485,74.902619	15	2	1	18
49	Ganderbal	Sonamarg	PS	34.30145,75.294387	15	2	1	18
50	Jammu	City	PS	32.440, 74.5134	11	4	1	16
51	Jammu	Bakshinagar	PS	32.734731, 74.847809	11	4	1	16
52	Jammu	Khour	PS	32.49'33" N, 74.30'48"E	11	4	1	16
53	Jammu	Nagrota	PS	32.800139,74.918496	11	4	1	16
54	Jammu	Jajjar Kotli	PS	32.896351, 74.962764	11	4	1	16
55	Jammu	Pir Mitha	PS	32.7303917 , 74.8713122	10	4	1	15
56	Jammu	Channi Himat	PS	32.6886968,74.8954149	14	2	0	16
57	Jammu	Bahu Fort(Bagh e Bahu)	PS	32.719882, 74.875836	11	4	1	16
58	Jammu	Gangyal	PS	32.67517, 74.87449	11	4	1	16
59	Jammu	Bishnah	PS	32.3649, 74.5119	11	4	1	16
60	Jammu	Arnia	PS	32.52045, 74.80496	11	4	1	16
61	Jammu	Trikutanagar	PS	32.7029584 ,74.875536	11	4	1	16
62	Jammu	Bus Stand Jammu	PS	32.728208,74.859567	8	5	0	13
63	Jammu	Janipur	PS	32.76738, 74.83691	11	4	1	16
64	Jammu	Women (Gandhi Nagar)	PS	32.70208, 74.85514	2	1	0	3

SI No	District	Name	Type	GPS Coordinates	Outdoor Bullet	Indoor Dome	PT Z	Total Camera
65	Kathua	Kathua	PS	75.522670 , 32.366362	11	4	1	16
66	Kathua	Hiranagar	PS	32.479669 , 75.274022	10	4	1	15
67	Kathua	Rajbagh	PS	32.44561414 , 75.394841	11	4	1	16
68	Kathua	Lakhanpur	PS	32.382135 , 75.592906	11	4	1	16
69	Kathua	Basohli	PS	32.49533 , 75.79603	13	3	0	16
70	Kathua	Bilawar	PS	32.614295 , 75.603560	8	5	1	14
71	Kathua	Bani	PS	32.7090 , 75.812	11	4	1	16
72	Kathua	Malhar	PS	32.70746, 75.67.083	11	4	1	16
73	Kathua	Women Police Station Kathua	PS	32.22324 , 75.31189	3	2	0	5
74	Kishtwar	Kishtwar	PS	33.18'50 N, 75.4602" E	11	4	1	16
75	Kishtwar	Atholi	PS	33.268388 N, 76.168876 E	11	4	1	16
76	Kishtwar	Chatroo	PS	33.2544 N, 75.6145 E	11	4	1	16
77	Kishtwar	Warwan(Inshan)	PS	33.4843 N , 75.3359 E	11	4	1	16
78	Kishtwar	Marwah	PS	33.3900 N, 75.4219 E	11	4	1	16
79	Kishtwar	Dachan	PS	33.3204 N, 75.4455 E	11	4	1	16
80	Kulgam	Kulgam	PS	33.643443,75.016191	11	4	1	16
81	Kulgam	Devsar	PS	33.632772,75.078429	12	3	1	16
82	Kulgam	Kund	PS	33.573451,75.131152	11	4	1	16
83	Kulgam	Qazigund	PS	33.580351, 75.206605	11	4	1	16
84	Kulgam	Quimoh	PS	33.685300, 75.115951	12	3	1	16
85	Kulgam	Yaripora	PS	33.715629, 75.019520	11	4	1	16
86	Kulgam	Behibagh	PS	33.706260, 74.963652	14	2	1	17
87	Kulgam	Damhal Hanji Pora	PS	33.612396, 74.925691	12	3	1	16

Sl No	District	Name	Type	GPS Coordinates	Outdoor or Bullet	Indoor or Dome	PT Z	Total Camera
88	Kulgam	Manzgam	PS	33.618819, 74.912126	12	3	1	16
89	Kupwara	Trehgam	PS	343038.01, 7410717	12	3	1	16
90	Kupwara	Lalpura	PS	3430470, 74254709	12	3	1	16
91	Kupwara	Sogam	PS	34295268, 74225858	3	2	1	6
92	Kupwara	Women Police Station	PS	343211.24, 741619.40	13	3	1	17
93	Kupwara	Kralpora	PS	34.295576, 74.071758	12	3	1	16
94	Kupwara	Keran	PS	34.385012, 73.57852	11	3	1	15
95	Other PSs	Anti Corruption Bureau Jammu	PS	32.7371399, 74.8606972	9	4	0	13
96	Other PSs	Anti Corruption Bureau Doda	PS	Not Available	5	2	0	7
97	Other PSs	Anti Corruption Bureau Rajouri	PS	Not Available	5	2	0	7
98	Other PSs	Anti Corruption Bureau Srinagar	PS	34.074071, 74.805190	5	2	0	7
99	Other PSs	Anti Corruption Bureau Anantnag	PS	34.072689, 74.8059314	5	2	0	7
100	Other PSs	Anti Corruption Bureau Central	PS	Not Available	5	2	0	7
101	Other PSs	Cyber Crime Investigation Centre for Excellence (CICE), Jammu	PS	Not Available	5	2	0	7
102	Other PSs	Anti Corruption	PS	Not Available	5	2	0	7

Sl No	District	Name	Type	GPS Coordinates	Outdoor Bullet	Indoor Dome	PT Z	Total Camera
		Bureau Baramulla						
103	Other PSs	Cyber Crime Investigation Centre for Excellence (CICE), Srinagar	PS	Not Available	5	2	0	7
104	Other PSs	Special Crime Wing (SCW) Jammu	PS	Not Available	5	2	0	7
105	Other PSs	Economic Offence Wing (EOW), Srinagar;	PS	34.31, 74.15	11	4	0	15
106	Other PSs	Special Crime Wing (SCW) Srinagar	PS	34.31, 74.15	11	4	0	15
107	Other PSs	Anti Narcotics Task Force Srinagar	PS	34.026474, 74.7555909	11	4	0	15
108	Other PSs	Anti Narcotics Task Force Jammu	PS	32.705768, 74.860626	11	3	0	14
109	Other PSs	Anti Human Traffic Unit, Doda	PS	Not Available	0	2	0	2
110	Other PSs	Anti Human Traffic unit, Udhampur	PS	Not Available	1	1	1	3
111	Other PSs	Anti Human Traffic Unit, Srinagar	PS	34.075673, 74.797938	8	5	3	16
112	Other PSs	CID CI Kashmir	PS	34.027683, 74.750695	5	2		7
113	Other PSs	Anti Human Traffic Unit, Kathua,	PS	Not Available	4	0	0	4

Sl No	District	Name	Type	GPS Coordinates	Outdoor Bullet	Indoor Dome	PT Z	Total Camera
114	Other PSs	Anti Human Traffic Unit, Anantnag	PS	33.740403, 75.131585	11	4	2	17
115	Other PSs	Cyber Police Station Srinagar	PS	Not Available	11	4	1	16
116	Other PSs	Tourist Police Station , Kashmir	PS	34.074509,74.828683	11	4	1	16
117	Other PSs	CID CI Jammu(JIC Miran Sahib)	PS	32.61278, 74.91893	11	4	0	15
118	Other PSs	Anti Human Traffic Unit, Baramulla(Yet to be made functional)	PS	Not Applicable	5	2	0	7
119	Other PSs	Cyber Police Station Jammu	PS	Not Applicable	5	2	0	7
120	PD Handwara	Handwara	PS	34.45222222, 74.28111111	11	4	1	16
121	PD Handwara	Mawar(Hqrs at Qalamabad)	PS	34.35466667, 74.23086111	9	4	1	14
122	PD Sopore	Khoee Panzipora Tarzoo	PS	34.26236300, 74.46002650	10	4	0	14
123	PD Sopore	Panzulla	PS	34.273126, 74.290969	14	2	1	17
124	PD Sopore	Dangiwacha	PS	34.313113, 74.3453679	14	2	1	17
125	Poonch	Gursai	PS	33.601638, 74.213155	12	3	1	16
126	Poonch	Loran	PS	33.831300, 74.325811	20	0	1	21
127	Poonch	Mandi	PS	33.80 2512 , 74.26 6167	12	3	1	16
128	Poonch	Mendhar	PS	33.80 2512 , 74.08268	12	3	1	16

Sl No	District	Name	Type	GPS Coordinates	Outdoor Bullet	Indoor Dome	PT Z	Total Camera
129	Poonch	Poonch	PS	33.765059, 74.097230	12	3	1	16
130	Poonch	Surankote	PS	33.6399, 74.2634E	12	3	1	16
131	Pulwama	Rajpora	PS	33.818740, 74.847411	12	3	1	16
132	Pulwama	Litter	PS	33.803340, 74.936791	14	2	1	17
133	Pulwama	Women Police Station(Yet to be made functional)	PS	Not Applicable	5	2	0	7
134	Railways Jammu	GRP Police Station Katra	PS	32.98367, 74.93258	14	2	1	17
135	Railways Jammu	GRP Police Station Udhampur	PS	13.4240, 80.1410	2	2	1	5
136	Railways Jammu	GRP Police Station Manwal	PS	32.77007, 75.13623	12	3	1	16
137	Railways Jammu	GRP Police Station Kathua	PS	32.399053, 75.549707	3	2	0	5
138	Railways Jammu	GRP Police Station Jammu	PS	32.7059, 74.8798	11	4	1	16
139	Railways Kashmir	GRP Police Station Srinagar	PS	34.0238, 74.8457	13	3	0	16
140	Railways Kashmir	GRP Police Station Anantnag	PS	33.7399, 75.1080	13	3	0	16
141	Railways Kashmir	GRP Police Station Baramulla	PS	34.2207, 74.3897	13	3	0	16
142	Railways Kashmir	GRP Police Station Hamrey(Pattan)	PS	34.2222, 74.5121	11	4	0	15
143	Railways Kashmir	GRP Police Station Awantipora	PS	33.8872, 74.8456	13	3	0	16

Sl No	District	Name	Type	GPS Coordinates	Outdoor or Bullet	Indoor or Dome	PT Z	Total Camera
144	Railways Kashmir	GRP Police Station Qazigund	PS	33.5885, 75.1579	13	3	0	16
145	Railways Kashmir	GRP Police Station Banihal	PS	33.4507, 75.1893	11	4	0	15
146	Rajouri	Women Police Station Rajouri	PS	33.21°59.9"N , 74.18°49.9"E	5	2	0	7
147	Rajouri	Rajouri	PS	33.3670325 , 74.31	11	3	1	15
148	Rajouri	Budhal	PS	33.3692561, 74.640093	11	4	1	16
149	Rajouri	Darhal	PS	33.4835339, 74.4069438	12	3	1	16
150	Rajouri	Dharmasal	PS	33.1403902 , 74.404745	11	4	1	16
151	Rajouri	Kalakote	PS	33.12552, 74.25106	12	3	1	16
152	Rajouri	Kandi	PS	33.2146, 74.3054	12	3	1	16
153	Rajouri	Guliti (Manjakote)	PS	33.4751166 , 74.2561536	5	2	1	8
154	Rajouri	Nowshera	PS	33.15495, 74.24037	3	3	1	7
155	Rajouri	Sunderbani	PS	33.048932, 74.491075	3	3	1	7
156	Rajouri	Thannamandi	PS	33.540282, 74.370433	5	2	1	8
157	Ramban	Banihal	PS	33.2613, 75.1137	11	4	1	16
158	Ramban	Gool	PS	33.1601, 15.0075	12	3	1	16
159	Ramban	Dharanakund	PS	33.251236, 75.141564	11	4	1	16
160	Ramban	Chanderkote	PS	33.198498, 75.296397	14	2	0	16
161	Ramban	Ramsoo	PS	33.3359982, 75.193156	11	4	1	16
162	Ramban	Ramban	PS	33.1428.5 , 75.1417.6	11	4	1	16

SI No	District	Name	Type	GPS Coordinates	Outdoor Bullet	Indoor Dome	PT Z	Total Camera
163	Reasi	Arnas	PS	33.185557/74.819728	11	4	1	16
164	Reasi	Bhawan	PS	33.030095/74.948322	12	3	1	16
165	Reasi	Chasana	PS	33.358476/74.742129	11	4	1	16
166	Reasi	Mahore	PS	33.312543/74.857879	11	4	1	16
167	Reasi	Pouni	PS	33.088513/74.697372	11	4	1	16
168	Reasi	Ransoo	PS	33.169230/74.600946	11	4	1	16
169	Reasi	Reasi	PS	33.07842/74.836289	11	4	1	16
170	Samba	Samba	PS	32.5627277 , 75.1211528	11	4	1	16
171	Samba	Parmandal	PS	32.6918 89 , 75.056112	11	4	1	16
172	Samba	Ghagwal	PS	32.508301, 75.221990	10	4	1	15
173	Samba	Vijaypur	PS	32.5662614, 75.026436	11	4	1	16
174	Shopian	Shopian	PS	33.7200078,74.8328411	5	0	1	6
175	Shopian	Zainapora	PS	33.780411, 75.006760	12	3	0	15
176	Shopian	Keller	PS	33.681953,74.763083	14	2	1	17
177	Shopian	Herpura	PS	33.675064,74.722811	12	2	1	15
178	Shopian	Imamsahib	PS	33.738969,74.9177716	14	2	1	17
179	Srinagar	Ram Munshi Bagh	PS	34.0728056, 74.8359205	11	4	1	16
180	Srinagar	Nishat	PS	34.121123, 74.881042.	11	4	1	16
181	Srinagar	Harwan	PS	34.160705,74.902112	13	3	1	17
182	Srinagar	Kothibagh	PS	34.073274, 74.818175	11	4	1	16
183	Srinagar	Kral Khud	PS	34.076504, 74.810439	11	4	1	16

Sl No	District	Name	Type	GPS Coordinates	Outdoor Bullet	Indoor Dome	PT Z	Total Camera
184	Srinagar	Maisuma	PS	Not Available	11	4	1	16
185	Srinagar	Bemina	PS	34.095, 74.7740	11	4	0	15
186	Srinagar	Nowgam	PS	33.90, 74.89	12	3	0	15
187	Srinagar	Pantha Chowk	PS	34.03817, 74.87888	11	4	2	17
188	Srinagar	Parimpora	PS	34.10, 74.75	11	4	0	15
189	Srinagar	Shalteng	PS	23.23, 87.06	11	4	0	15
190	Srinagar	Khanyar	PS	34.093268, 74.812852	11	4	0	15
191	Srinagar	M.R. Ganj	PS	34.09, 74.80	11	3	0	14
192	Srinagar	Nowhatta	PS	34.09841, 74.081452	11	4	0	15
193	Srinagar	Rainawari	PS	34.098190, 74.828548	11	4	1	16
194	Srinagar	Safakadal	PS	34.094181, 74.792150	11	4	0	15
195	Srinagar	Sangam	PS	Not Available	15	2	0	17
196	Srinagar	Batamaloo	PS	34.077633, 74.795411	11	4	1	16
197	Srinagar	Chanapora	PS	34.034576', 74.809293'	11	4	0	15
198	Srinagar	Karannagar	PS	34.0869480, 74.67963010	11	4	0	15
199	Srinagar	Raj Bagh	PS	34.065794, 74.821386	11	4	0	15
200	Srinagar	Saddar	PS	34.044528, 74.801756	11	4	0	15
201	Srinagar	Shaheed Ganj	PS	34.0765, 74.8025	11	4	1	16
202	Srinagar	Shergarhi	PS	34.06349, 74.802664	9	4	1	14
203	Srinagar	Women	PS	34.054813, 74.803883	11	4	1	16
204	Srinagar	Ahmed Nagar	PS	34.1636049, 74.80385	11	4	1	16

Sl No	District	Name	Type	GPS Coordinates	Outdoor Bullet	Indoor Dome	PT Z	Total Camera
205	Srinagar	Lalbazar	PS	34.125956, 74.8161618	11	4	1	16
206	Srinagar	Soura	PS	34.135669, 74.803639	11	4	1	16
207	Srinagar	Zadibal	PS	34.118096, 74.805919	8	5	1	14
208	Srinagar	Zakura	PS	34.1552, 74.8341	11	4	1	16
209	Udhampur	Latti	PS	32.914433, 75.433542	11	4	2	17
210	Udhampur	Basantgarh	PS	32.806985, 75.555802	11	3	1	15
211	Udhampur	Ramnagar	PS	32.804709, 75.315587	11	3	2	16
212	Udhampur	Women Police Station Udhampur	PS	32.925085, 75.136502	5	2	0	7
213	Udhampur	Majalta	PS	32.722801, 75.176083	8	5	1	14
214	Udhampur	Panchari	PS	32.080128, 75.135962	11	4	1	16
215	Anantnag	Anantnag	PS	33.73436, 75.14425	5	6	0	11
216	Awantipora	Awantipora	PS	33.911745, 75.019054	7	5	1	13
217	Baramulla	Baramulla	PS	34.154, 74.56063	11	4	1	16
218	Baramulla	Bijhama	PS	34.16351, 74.09016	13	3	0	16
219	Budgam	Chadoora	PS	33.94455, 74.7955	10	4	1	15
220	Ganderbal	Ganderbal	PS	34.07443, 74.81421	8	5	0	13
221	Ganderbal	Safapora	PS	34.21987, 74.7799	13	3	0	16
222	Jammu	Pacca Danga	PS	32.4425, 74.529	11	4	1	16
223	Jammu	Nowabad	PS	32.4330, 74.5119	6	6	1	13
224	Jammu	Gandhinagar	PS	32.70212, 74.8551	11	4	1	16

SI No	District	Name	Type	GPS Coordinates	Outdoor Bullet	Indoor Dome	PT Z	Total Camera
225	Jammu	Satwari	PS	32.68585 , 74.84592	8	5	1	14
226	Jammu	R.S. Pura	PS	32.60533 , 74.73044	11	4	1	16
227	Jammu	Akhnoor	PS	32.89466/74.74212	11	4	1	16
228	Jammu	Domana	PS	32.79, 74.78	11	4	1	16
229	Jammu	Miran Sahib	PS	32.64328,74.81062	10	4	1	15
230	Jammu	Kana Chak	PS	32.816300, 74.712826	11	4	1	16
231	Jammu	Amb-Garota	PS	32.875500, 74.787358	11	4	1	16
232	Kupwara	Kupwara	PS	34.52694, 74.25328	11	4	0	15
233	Kupwara	Karnah	PS	34.39318, 73.8554	13	3	0	16
234	PD Handwara	Kralgund	PS	34.35213, 74.34598	11	4	0	15
235	PD Handwara	Vilgam	PS	34.4773, 74.15229	11	4	1	16
236	PD Sopore	Sopore	PS	34.28692, 74.47048	11	4	0	15
237	PD Sopore	Bomai	PS	34.3595, 74.41837	11	4	1	16
238	Pulwama	Pulwama	PS	33.874518,74.900525	11	4	0	15
239	Pulwama	Kakapora	PS	33.950607,74.925366	11	4	0	15
240	Ramban	Batote	PS	33.091954, 75.343602	11	4	1	16
241	Samba	Bari Brahmna	PS	32.640931, 74.925769	11	3	1	15
242	Samba	Ram Garh	PS	32.5043590, 74.9619230	18	0	1	19
243	Srinagar	Nageen	PS	34.11653, 74.83479	11	4	1	16
244	Udhampur	Udhampur	PS	32.5528.7, 75.0812.7	11	4	1	16

Sl No	District	Name	Type	GPS Coordinates	Outdoor Bullet	Indoor Dome	PT Z	Total Camera
245	Udhampur	Chenani	PS	33.07664 /75.29343	11	4	1	16
246	Udhampur	Rehmbal	PS	32.894247,75.056648	11	3	1	15
247	Udhampur	Kud	PS	33.07664 /75.29343	11	3	1	15
248	Reasi	Katra	PS	32.9923400, 74.9318585	11	4	1	16
249	Other PSs	Economic Offence Wing (EOW), Jammu;	PS	32.73669, 74.86029	3	3	0	6
250	Other PSs	Anti Corruption Bureau Udhampur	PS	Not Available	4	2	0	6
251	Other PSs	Anti Human Traffic unit, Jammu	PS	Not Available	4	2	0	6
					2608	866	195	3669

Appendix 15 Responsibility Matrix

S. No.	Activity	Purchaser/CoR	Service Provider
1.	Integrated Plan for the Design & Implementation of the Entire System		Y
2.	Prepare the Detailed Technical Architecture of the overall system in consultation with all the Stakeholders		Y
3.	Prepare FRS, SRS, LLD, HLD etc. for the Solution & finalize Reporting Formats / Base Rules		Y
4.	Provisioning of adequate space and required civil infrastructure for the solution setup and its physical security at PHQ, PP, PS.	Y	
5.	Supply, Installation, Configuration and Commissioning of various equipment, components, systems		Y
6.	Operation and Management including network connectivity		Y
7.	Submission of Final Acceptance Testing Formats		Y
8.	Final Acceptance Testing	Y	
9.	Preparation of the Policy Documents for use & operations of solution		Y
10.	Guideline document / manual to standardize file formats, interfaces, to be used by various users		Y
11.	Network bandwidth at all PP, PS and PHQ	Y	
12.	Interior works including civil, electrical, network cabling		Y
13.	Conduct Survey of each identified location for implementation to assess the requirement of IT and Non-IT infrastructure		Y
14.	Identification of Building for Central viewing, PP Monitoring, PS Monitoring, and provisioning of adequate space for the solution setup	Y	
15.	Integration of existing of existing camera at PP/PS		Y
16.	Connectivity from existing switch (location of existing camera) including their maintenance		Y
17.	Minor Civil/electrical work at all Viewing centres		Y
18.	Preparation and training of SoPs for all relevant stakeholders in the project		Y

Appendix 16: Template for Un-priced Detailed Bill of Material (BoM)

S.no	Item	Make	Model	Description of Line Item (Either Software /Hardware or non – IT items)	Unit	Quantity	Remarks
ITEMS							
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							

Appendix 17: Prior Experience

Appendix 17.1: Credentials Summary

S.no	Project Name	Client Name	Client Type	Project Value (in INR)	Project Components	Documentary evidence provided (Yes or No)	Project Status (Completed or Ongoing or Withheld)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Note: Client type – Indicate whether the client is Government or PSU or Private

Project Status – Completed (date of project completion) or Ongoing or Withheld

*****END OF THE DOCUMENT*****