



रेलटेलकार्पोरेशनऑफइंडियालिमिटेड (आरसीआईएल)
RailTel Corporation of India Limited (RCIL)

Expression of Interest for Selection of System Integrator

For

“Supply, Installation, Integration, Testing & Commissioning of IT equipment at New Delhi and Bengaluru along with Training & Support from RailTel’s Empaneled Business Associates”

Electronic EoI Document

Expression of Interest

EoI No: - RailTel/SR/SC/Mktg/2022-23/CDAC-EoI-IT

EXPRESSION OF INTEREST NOTICE

e-EoI No. RailTel/SR/SC/Mktg/2022-23/CDAC-EoI-IT

RailTel Corporation of India Ltd. (RailTel) invites bids against e-EoI from RailTel's Empaneled Business Associates for Selection of System Integrator for the work of **Supply, Installation, Integration, Testing & Commissioning of IT equipment at New Delhi and Bengaluru along with Training & Support as per CDAC Tender and its corrigenda**

The details are as under: -

a)	Closing date for Submission of e-Bids	Up to 15:00 hrs. of 20.03.2023 (online)
b)	Date of opening of E-Bids	Up to 15:30 hrs. of 20.03.2023 (online)
c)	Earnest Money Deposit (EMD) #	Rs. 1,00,00,000/- in the form of Bank Guarantee as per format in Form-12 Chapter-6. Validity of the BG should be 120 days from the Last Date of submission of Bid
d)	Cost of EoI Document	Nil
e)	e-EoI portal for Submission of Bids	https://railtel.eNivida.com
e)	Place of Opening of EoI	The Office of Executive Director, RailTel Corporation of India Ltd., 1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road, opp. Shoppers Stop, Begumpet, Hyderabad- 500 016

Note:

EoI Notice and link for EoI Document are available on RailTel's website and e-EoI portal <https://railtel.eNivida.com> for download. For online bid submission the bidder will have to necessarily download an official online copy of the EoI documents from e-Nivida Portal. All future Information viz. corrigendum/addendum/ amendments etc. for this EoI shall be posted on the RailTel's website and e-EoI Portal only. Printed copy of EoI document will not be sold from RailTel office. Bid will be submitted online on e-Nivida Portal only.

The bidder shall bear all costs associated with the preparation, submission/participation in the bid. RailTel in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

This EoI is covered under Integrity Pact Program of RailTel and bidders are required to sign the Integrity Pact and submit the same to RailTel along with the bids. EoI received without signed copy of the Integrity Pact document shall be liable to be **REJECTED**.

Hereinafter the CDAC Tender no CDACP/AG22-IT/22-23/356 and its corrigenda/Addenda will be referred as "CDAC Tender" and this EOI document will be referred as "EOI"

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CHAPTER-1 OFFER LETTER

To
The Executive Director,
 RailTel Corporation of India Ltd.,
 1-10-39 to 44, 6A, 6th Floor,
 Begumpet Airport Road, opp. Shoppers Stop,
 Begumpet, Hyderabad- 500 016.

1. I/We _____ have read the various conditions detailed in EoI documents and CDAC tender document no CDACP/AG22-IT/22-23/356 attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this offer open for acceptance for a period of 365 days from the date of submission and in default thereof, I/We will be liable for face action. I/We offer to do the work at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work of subject EoI within timelines as specified in CDAC tender from the date of issue of LOA. I/We also hereby agree to abide by the Various Conditions of EoI/Contract/CDAC tender and to carry out the supplies/services according to the Specifications for items/materials and works laid down by RailTel.
2. I/We have submitted the EMD in the form of Bank Guarantee and accept the conditions of the EMD clause. Action will be taken if,

I/We withdraw or modify the offer within validity period or do not deposit the PBG (Performance Bank Guarantee) as mentioned in Clause 4.A.8 after issue of LOA,

or

I/We do not execute the contract agreement within 15 days after receipt of notice issued by RailTel that such documents are ready,

or

I/We do not commence the work within 15 days after receipt of orders to that effect.

Until a formal agreement is prepared and executed the acceptance of this EoI document shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the "Letter of Acceptance" of my/our offer for this work.

SIGNATURE OF CONTRACTOR (S)

Date

SIGNATURE OF WITNESS

CONTRACTOR (S) ADDRESS

1.

2.

CHAPTER- 2A
SCHEDULE OF REQUIREMENT (SOR)

Sr No	Item Code as per CDAC Tender Document	Quantity	Item Description	OEM	Make, Model
Category 1					
1	HSM01	6	HSM01-Jisa Softech-Crypto Bind (Network Security Module by JISA)	Jisa Softech	Crypto HSM
2	HSM02	2	HSM02-Jisa Softech-Crypto Bind PCIe Hardware Security Module	Jisa Softech	Crypto HSM
3	KM01	10	KM01-Jisa Softech-CryptoBind DSS(Data Security Server by JISA)	Jisa Softech	Crypto DSS
4	STGBKP01	4	STGBKP01-CommvaultQuantum-Commvalult Backup + Quantum DXi9000	Commvault (For Software), Quantum (For Hardware)	Commvault Back up, Quantum DXi9000
5	STGBKPTP01	4	STGBKPTP01-Quantum Scalar i6	Quantum	Quantum Scalar i6
6	STGBKPTP02	2	STGBKPTP02-Quantum Scalar i3	Quantum	Quantum Scalar i3
7	DEGAUSS01	2	DEGAUSS01-Garner-TS-1XTE Ironclad Degausser	Garner	TS-1XTE Iron-clad Degausser
8	SIEM01	3	SIEM03	Seceon	aiSIEM
9	PIM-PAM01 -	3	PIM-PAM01-Sectona PAM	Sectona	Sectona PAM
10	SAFE01	2	SAFE01-Godrej Dataline M Cabinet	Godrej	Godrej Dataline M Cabinet
11	SAFE02	2	SAFE02-Godrej Dataline M Cabinet	Godrej	Godrej Dataline M Cabinet
12	SERVER02	12	SERVER02-Dell-PowerEdge R750 Server	Dell	PowerEdge R750 Server
13	SERVER03	62	SERVER02-Dell-PowerEdge R750 Server	Dell	PowerEdge R750 Server
14	SERVER04	141	SERVER03-Dell-PowerEdge R750 Server	Dell	PowerEdge R750 Server
15	SERVER06	30	SERVER04-Dell-PowerEdge R750 Server	Dell	PowerEdge R750 Server

Sr No	Item Code as per CDAC Tender Document	Quantity	Item Description	OEM	Make, Model
16	SHREDDER01	2	SHREDDER01-Model- TS1 with Ironclad & PD5 SSDE	Intimus	3500C,P4
17	STGSAN-NAS01	6	STGSANNAS01-DDN-APP-N6200X-N	DDN	APP-N6200X-N
18	TERMINAL01	38	TERMINAL01-Dell-Vostro Desktop 3710	Dell	Vostro Desktop 3710
19	SMARTRACK	2	SMARTRACK-WQ India iR-42U-60/80-120-3.5K W-6KVA	WQ	WQ India iR-42U-60/80-120-3.5K W-6KVA

Category 2

1	Firewall Type-FW01in HA Pair (EAST-WEST) bundled along with SANDBOX, Analyser and Manager for each Pair	6	Firewall Type-FW01in HA Pair (EAST- WEST) bundled along with SANDBOX, Analyser and Manager for each Pair-Fortinet-FG-4401F	Fortinet	FG-4401F
2	Firewall Type-FW02 in HA Pair (North-south) bundled along with SANDBOX, Analyser and Manager for each pair	6	Firewall Type-FW02 in HA Pair (North-south) bundled along with SANDBOX, Analyser and Manager for each Pair-Fortinet-FG-4201F	Fortinet	FG-4201F
3	Firewall Type-NGFW02 (CA)	2	Firewall Type-NGFW02 (CA)-Fortinet-FG-101F	Fortinet	FG-101F
4	SWITCH Type-01 (Management TOR)	68	SWITCH Type-01 (Management TOR)-Arista, CCS-720XP-48Y6	Arista	Arista, CCS-720XP-48Y6
5	SWITCH Type-03 (Compute LEAF)	132	SWITCH Type-03 (Compute LEAF)-Arista, DCS-7280SR3-48YC8	Arista	Arista, DCS-7280SR3-48YC8
6	SWITCH Type-04 (Management POE)	6	SWITCH Type-04 (Management POE)-Arista, CCS-720XP-48Y6	Arista	Arista, CCS-720XP-48Y6

Sr No	Item Code as per CDAC Tender Document	Quantity	Item Description	OEM	Make, Model
7	SWITCH Type-05 (L3 Perimeter)	12	SWITCH Type-05 (L3 Perimeter)-Arista, DCS-7280SR3-48YC8	Arista	Arista, DCS-7280SR3-48YC8
8	SWITCH Type-06 (SPINE)	12	SWITCH Type-06 (SPINE)-Arista, DCS-7289R3A	Arista	Arista, DCS-7289R3A
9	SWITCH Type-09 (Management Core)	12	SWITCH Type-09 (Management Core)-Arista, DCS-7358X4	Arista	Arista, DCS-7358X4
10	Web Application Firewall Type-01	18	Web Application Firewall Type-01-Array Network-Web Application Firewall with Load Balancer licenses. AVX9800 with vAPV and vASF licenses	Array Network	Web Application Firewall with Load Balancer licenses. AVX9800 with vAPV and vASF licenses
11	Network Access Control in HA Pair-01	3	Network Access Control in HA Pair-01-Ivanti, ISA-6000	Ivanti	Ivanti, ISA-6000
12	WIPS (WIPS Controllers in HA & WIPS Scanners-30)	1	WIPS (WIPS Controllers in HA & WIPS Scanners-30)-Arista, CloudVision Wi-Fi, AP-C230	Arista	Arista, CloudVision Wi-Fi, AP-C230

Note:1	Regarding SOR
I	Before quoting, please see relevant para of Chapter 7 of Technical Specifications.
II	<p>Unit rate quoted against each item of SOR above should be a basic Price including freight, insurance and any other charges etc. Bidder should quote GST percentage against each SoR item. Total Price including GST against each SoR item will be calculated as (Supply Unit price x Quantity) + Total Services price + GST</p> <p>The materials as per SOR are required to be delivered within the delivery period as indicated in Bid Data Sheet (BDS, Chapter 5) to the sites as mentioned in EoI /CDAC Tender Document.</p>
III	Successful bidder is required to propose project progress and planning of supply of related material in consultation with RailTel.
IV	The Bidders are required to meet all eligibility criteria mentioned in this EoI document and financial bid of eligible bidders only will be opened.
V	<p>Non-conformities between Figures and Words</p> <p>Sometimes, non-conformities/errors are also observed in responsive EoIs between the</p>

	<p>quoted prices in figures and in words. This situation normally does not arise in case of e-Procurement. This should be taken care of in the manner indicated below:</p> <ul style="list-style-type: none"> i) If, in the price structure quoted for the required goods, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly; ii) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and iii) If there is a discrepancy between words and figures, the amount in words shall prevail;
VI	<p>Offered Price Validity & Quantity Variation</p> <ul style="list-style-type: none"> i. Bidders need to give an undertaking to supply the quoted items at the same price as quoted in the Tender without any price escalation till one year from the date of Bid submission. Taxes shall be paid as per the applicable rate of GST at the time of delivery. ii. RailTel reserves the right to increase the ordered quantity by up to 25% within the bid validity period.

Chapter 2B
BoQ and Make and Model details

Bidder has to supply make and model mentioned in SOR

CHAPTER-3

SCOPE OF WORK AND TECHNICAL REQUIREMENTS

All the requirement of CDAC tender document shall be applicable. Certain aspects are brought out but they are not exhaustive.

3.A. Introduction

3.A.1 About RailTel

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

RailTel with strong nationwide presence is committed to bring cutting edge technology and offer innovative services to the Indian Telecom market. RailTel is in the forefront in providing nationwide Broadband Telecom & Multimedia Network in all parts of the country. With its Pan India high-capacity network, RailTel is working towards creating a knowledge society at various fronts.

In addition, RailTel with its rich experience in the domain of Telecom and ICT field have been selected for implementation of various mission-mode Govt. projects in the telecom field including National Optical Fibre Network (NOFN), National Knowledge Network (NKN) and NE-I & NE-II under USOF/DoT etc.

In line with its commitment to bring next generation telecommunication technologies and services to people across the length and breadth of the country, RailTel is already providing high speed Wi-Fi network at train stations across the country.

3.A.1.2 Project Background

Centre for Development of Advanced Computing (C-DAC) - is a scientific society under the administrative control of Ministry of Electronics & Information Technology, Government of India. RailTel Corporation of India Ltd, (hereinafter after referred to as "RailTel") invites EOIs from RailTel's Empaneled Business Associates (BA) Business Partner (BP)/ IT-ICT Business Partners for the selection of suitable partner for bidding for supply, installation and commissioning peripheral equipment as per schedule of requirements, terms and conditions stipulated in this document.

3.A.1.3 Scope of Work

As per the CDAC tender document attached.

3.A.1.4 Bidder's Responsibility

As per CDAC tender document attached.

3.A.1.5 Compliance to Technical Requirements

In the offer, the bidder shall include NIL deviation certificate (Form No. 6 of Chapter-6) statement for compliance of terms and conditions mentioned in the EoI document(which also includes CDAC tender document).

In case of partially compliant or non-compliant bid, RailTel reserves the rights to **REJECT** the bid without assigning any reason.

3.A.1.5.1 Unclear Statements

In case of unclear statements for compliance of any specified requirement, RailTel will interpret that particular requirement as being "NON-COMPLIANT."

3.A.1.5.2 Detailed Technical Information

The bidder shall supply SOR items as per make and model mentioned in the Chapter 2A. No deviation shall be acceptable.

3.B. INSPECTION AND SUPERVISION OF INSTALLATION, TESTING & COMMISSIONING**3.B.1. Inspection**

Inspection may be carried by RailTel/customer appointed agency. Any additional Scope of the Inspection would be as per the requirement of the Customer.

3.B.2. Installation

The installation shall be as per terms and condition of the CDAC tender document. The professional services shall be carried out by OEM as required in the CDAC tender. After successful completion of inspection, equipment shall be sent to site for installation. Equipment without consignee acceptance/inspection certificates shall not be acceptable at site.

Prior to installation, all equipment shall be checked for completeness as per the specifications of equipment required for a particular station. Installation shall be carried out in accordance with the installation manuals and approved installation drawings & site plan in the best workmanship.

Bidder shall indicate the number of teams and the list of equipment for each team to be required for installation in order to complete the work within the stipulated time frame.

Bidder shall bring all installation tools, accessories, special tools, test gears, spare parts etc. at his own cost as required for the successful completion of the job.

A detailed time schedule for these activities shall be submitted by bidder to Purchaser/Engineer to enable their representatives to be associated with the job.

Bidder shall supply all installation materials required for proper installation of the equipment. These shall include but not be limited to, all connectors, inter bay and inter equipment cables, power supply cables and connectors, power distribution boxes, anchoring bolts, nuts, screws, washers, main distribution frames, audio distribution frames, voice frequency cables, junction boxes etc.

The installation of equipment shall be supervised by the bidder in such a manner so as to ensure neat and clean appearance in accordance with approved installation document drawings. All inter bay, power supply and other cables shall be routed through wall mounted cable trays/conduit pipes. No cable shall be visible. All through wall openings, trenches etc. shall be properly sealed to prevent the entry of rodents, insects and foreign materials.

3.B.5 Final Acceptance

As per CDAC tender document.

3.C. TRAINING, VENDOR DATA REQUIREMENT, DOCUMENTATION, AND DESIGN GUIDELINES

3.C.1 Training of CDAC Personnel

As per CDAC tender document

3.C.2 Vendor Data Requirement and Documentation

As required in CDAC tender document.

CHAPTER- 4 A

4.A. COMMERCIAL TERMS & CONDITIONS

4.A.1 Offer letter and Validity of offer

The bidder shall complete the offer letter (Chapter-1) and the Price Schedule (Chapter-2). The offer should remain valid from the date of opening of EoI including the date of opening for a minimum period of days as indicated in Bid Data Sheet (BDS) Chapter-5.

4.A.2 Warranty

As per CDAC tender document

4.A.2.1 Warranty Support

As per CDAC tender document

4.A.3 Deleted

4.A.4 Long Term Maintenance Support

As per CDAC tender document

4.A.5 Implementation timeline

For the successful outcome of the envisaged benefits, the project needs to be executed within a fixed timeline. The timeline for completion as mentioned in CDAC tender to be adhered.

4.A.6 Project Deployment

The successful bidder shall submit a detailed implementation plan as per the project deliverables timelines before the commencement of the project.

The successful bidder shall conduct a detailed study of functional and technical requirements of the work to make the required system configuration and design modifications to its solution if required in order to achieve the desired functionality. However, the same must be accepted and approved by RailTel/Customer.

Submission of Design Document for proposed Solution indicating all the components of the infrastructure of system for RailTel/Customer approval.

Installation and commissioning of software, hardware and equipment as per terms and condition of the EoI and CDAC tender.

Carry out all the customization/configuration activities as identified during Design phase by RailTel/ Customer.

RailTel reserves the right to seek customization to meet its requirements.

4.A.7 Payment Terms

4.A.7.1 Payment Terms for Capex Items:

The payment terms will be as per CDAC tender document on back-to-back basis on receipt of payment from CDAC.

Accounting unit/bill passing unit for the supplies and services under SOR is Executive Director/SR. Bills to be submitted to the authorized representative of Executive Director/SR for certifying receipt of material & services, for passing for payment.

The breakup of taxes has to be furnished and same should be reflected in the bills, Invoice should be visible in GSTR 2B or in relevant Reports of GST Portal as per GST Act so that input GST credit can be availed by RailTel (RCIL).

All invoices will be raised by the contractor state-wise.

4.A.8. Security deposit (SD) and Performance Bank Guarantee (PBG)

4.A.8.1. Security Deposit (SD):

The successful bidder will be required to furnish the Security Deposit in INR equivalent to 3% (Three) of the order value within 10 days of receipt of Supply Order. The Security Deposit should be submitted in the form of Bank Guarantee drawn **(As per Form 15)** in favour of RailTel. The Security Deposit shall be for the period of 6 months initially (i.e. the delivery period), which shall be extended till the final installation, testing, commissioning, integration and acceptance by CDAC. The Security Deposit will be returned upon completion of installation, commissioning and acceptance by CDAC along with submission of Performance Bank Guarantee (PBG).

The Buyer also reserves the right to forfeit the Security Deposit of the seller during the delivery phase in the event the seller is unable to meet contractual obligations.

4.A.8.2. Performance Bank Guarantee (PBG):

The successful bidder will be required to furnish the Performance Guarantee towards the items supplied, in the form of a Bank Guarantee in INR equivalent to 3% amount of the order value, as per the format attached to this document **Form No.1**

This bank guarantee should be submitted within 15 days from the date of final installation, testing, commissioning, integration, training and acceptance by CDAC. The Bank Guarantee shall remain valid for the **consolidated warranty period (3 years) of complete solution plus 2 months (total 38 months)**. In case of no warranty claims towards the items under warranty, the PBG will be returned on completion of warranty period.

RailTel reserves the right to invoke the Performance Bank Guarantee submitted by bidder, in case of the following:

- a. The items supplied by bidder fail to achieve the performance as stipulated in this document or
- b. The bidder fails to provide the warranty and other services including SLA in scheduled time frame, as stipulated in this document or
- c. The bidder delays to provide the warranty services as stipulated in this document.

4.A.8.3 Verification of BG for SD/PBG –

A separate advice of the SD/PBG will invariably be sent by the SD/PBG issuing bank to the RailTel's Bank through SFMS and only after this the SD/PBG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the SD/PBG issuing bank and request them to send advice of SD / PBG through SFMS to the RailTel's Bank.

The onus is on the successful bidder to ensure submission of SD/PBG for complete contractual period as mentioned above.

4.A.9. Taxes & Duties

The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, antidumping, CGST, SGST, IGST, UTGST etc. The Offer should be inclusive of packing, forwarding, freight upto destination, insurance charges.

Bidder shall quote all-inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST/CGST/IGST/UT GST along with respective HSN/SAC Code under GST Law (Including tax under reverse charges payable by the recipient).

Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST/SGST/IGST/UTGST in case of award of Contract. GST will not be reimbursed in the absence of valid tax invoice.

For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.

If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.

In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.

Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.

In regards to works contract, the Bidder should have registration no. of GST in respective state where work is to be executed and shall furnish GST registration certificate on award of LOA.

The imposition of any new tax and/or increase/ in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of EoI including extensions if any and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/default in payment of any of the above taxes, RailTel reserves the right to withhold the dues/payments of bidder and make payment to state/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of EoI, bidder has to pass on the benefits to RailTel.

In case of imported equipment,

Anti-Dumping duty if applicable on the equipment proposed to be supplied by OEM/Bidder as per extant instructions of Ministry of Commerce/Finance Government of India, has to be borne by the Bidder and shall be deducted from the amount payable to the bidder at the time of making payment to the firm, if this duty amount is paid to Custom Authority by RailTel.

4.A.10. Service Level Agreement (SLA) and Penalties during warranty period

As per CDAC tender document

4.A.11 to 4.A.14 -Deleted

4.A.15 Manpower Support –

The bidder shall deploy Chief Project Manager (minimum experience 15 years for similar project with B. Tech and PMP Certification or equivalent) for the project who shall be responsible for RailTel and the customer for the entire duration of project delivery.

In addition to above 1 Site Manager each for New Delhi and Bangalore.

CV of the proposed Manpower to be submitted by the Bidder along with the technical Bid.

4.A.16 Insurance

The Contractor shall take out and keep in force a policy or policies of insurance against all liabilities of the Contractor or the Purchaser at common law or under any statute in respect of accidents to persons who shall be employed by the contractor in or around the site for the purpose of carrying out the works on the site. The Contractor shall also take out and keep in force a policy or policies of Insurance against all recognized risks to their offices and depots. Such insurance shall in all respects be to the approval of the Purchaser and if he so requires, in his name.

The Contractor shall take out and keep in force a policy or policies of insurance from the date, the delivery of material starts (including the transit portion) against all liabilities of the Contractor or the Purchaser. The contractor shall take out and keep in force a Policy or policies of Insurance for all materials covered in schedule of requirement irrespective of whether used up in the portion of work already done or kept for the use in the balance portion of the work until such material are provisionally handed over to RailTel. The goods will be issued by purchaser to supplier and risk of goods shall remain with supplier until the issue of final acceptance by RailTel (RCIL)/CDAC. Insurance policy has to be kept valid by the contractor till issue of final acceptance by RailTel (RCIL)/CDAC.

The Contractor should also insure the stores brought to site, against risks in consequence of war and invasion, as required under the Emergency Risk (Goods) Insurance Act in force from time to time.

4.A.17 Liquidated Damages

Liquidated damage shall be as per CDAC tender condition and all the LD except those attributable purely to RailTel, imposed by CDAC shall be recovered from the contractor.

4.A.18 Transportation

The rates quoted should be CIP destination. The destination shall be Site Locations of CDAC which shall be indicated by RailTel.

It shall be the responsibility of Bidder to transport the equipment to site for the Installation & Commissioning. Materials not installed / not to be installed at one location need to be shipped from that location to another location by the bidder as may be decided by Executive Director of the Region. All transportation cost to be borne by the bidder.

4.A.19 Statutory Deduction

These will be made at source as per the rules prevalent in the area of work.

4.A.20 Qualification Criteria

Qualifying criteria under this clause lays down minimum acceptable qualifications in various areas to ensure that qualified bidder has necessary experience, technical expertise, equipment and financial and human resources to successfully complete the project. Bids from bidder not meeting these qualification criteria may liable to be **REJECTED**.

In case bidder has submitted the CA certificate or statutory auditor certificate against eligibility clause, contact details of CA or statutory auditor shall be mandatorily mentioned.

4.A.21 Eligibility Criteria Requirements for Bidders:

The bidders must comply with the following conditions for their eligibility in the participation for the EOI. Submit necessary declarations/certifications as per Tender Terms and Conditions:

S No.	Parameter	Eligibility Criteria	Supporting Documents to be Submitted	Compliance (Y/N)
A	Empanelment	Bidder must be empaneled with RailTel as business associate.	Copy of Empanelment letter	
B	Financial Conditions			
1	General	The company must have: I. registered under Companies Act, 1956 or Companies Act 2013 or as amended and should have at least 3 years of operations in India as on bid submission date. II. Been registered with GST. III. has paid ITR for last 3 financial year ending 31st March 2022.	I. Certificate of Incorporation II. Copy of PAN Card. III. Copy of GST registration certificate. IV. Copy of ITR filed.	
2	Turnover	The bidder must have an average annual turnover of Rs. 120 Cr. or more during the last three financial years (F.Y. 2021-22, 2020-21 and 2019-20)	Turn over Certificate issued by the Chartered Accountant. Certificate should contain UDIN no. issued by ICAI or Audited Balance sheet with P&L statements	
3	Positive Net worth	Bidder should also have a positive net worth in the last 3	Positive Net Worth and Profitability Certificate is-	

		financial years (F.Y. 2021-22, 2020-21 and 2019-20)	sued by the CA for the last three financial years (FY 2019-20, FY 2020-21, FY 2021-22). Certificate should contain UDIN no. issued by ICAI	
4	EMD	EMD of Rs. 1,00,00,000/- (Rupees one crore only) in the form of Bank Guarantee. Validity of the BG should be 120 days from the Last Date of submission of Bid. Scanned copy of BG should be submitted with Bid.	Physical Copy of BG should be submitted before date as defined in BDS.	
C	Technical			
1	General	Power of Attorney	Power of Attorney and Board Resolution in favor of one of its employees who will sign the Bid Documents.	
2	Experience	<p>The bidder must have executed similar work in last 5 years ending on the last date of Bid submission, as</p> <ol style="list-style-type: none"> 1. One similar work of Rs. 200 Cr. OR 2. Two similar works each of Rs. 150 OR 3. Three similar works each of Rs. 100 Cr. <p>Definition of Similar Work: - All IT / ITeS / DC / DR / IT turnkey work / Telecom / Networking or AMC / CAMC for IT / ITeS / DC / DR / IT turnkey work / Telecom / Networking work.</p>	<p>Copy of Purchase/ Work Order & completion certificate issued by customer / PO issuing authority.</p> <p>On-going work shall be considered too, subjected to successful completion of minimum 80% work value as per PO duly certified for partial work percentage/value completion by PO issuing authority. The actual completed work value shall be considered for PO produced for experience.</p>	
3	MAF	The bidder needs to submit the documents required under MAF from the respective OEMs as part of the solution mentioning Back-to-Back arrangement, TAC support, End of Support.	MAF as per the CDAC Tender Document as mentioned below: (i) The MAF is required to be addressed to RailTel referring this subject EOI in favor of Bidder.	

4	PPLC - Purchase Preference Policy (linked with Local Content)	Bidder shall comply with the clauses as per the Tender Document and the bidder must submit the compliance certificate for the same as per the format given in the Tender Document		
5	Certifications	<p>The bidder should possess below mentioned certifications which are required to be valid at least 18 months from the date of bid submission. In case the validity is due to expire during the intervening period, an undertaking is to be given by the bidder that such certification would be renewed prior expiry: -</p> <ul style="list-style-type: none"> • CMMi Level-3 (Appraised) • ISO 9001:2015 for Quality Management System. • ISO 20000-1:2018 for IT Service Management. • ISO 27001:2013 for Information Security Management System 	Bidder needs to provide the copy of certification	
6	Not be black-listed	The bidder including Sub contractors should not have been black listed currently by Central Govt./State Govt./CPSU in India or anywhere globally by Government for security reasons.	Self-Declaration by the Bidder on Company's letter head	

7	Technical Manpower	Bidder should have more than 30 Technical Manpower on their payroll	Self-Certification from authorized /HR Head of the organization.	
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In addition to the above, the bidder must comply with each of the following eligibility requirements:

- a. Declaration as per Form no. 14 and Form no.16 (restrictions on procurement from a bidder of a country which shares a land border with India and compliance to GoI OM regarding Make in India).The declarations mentioned above are required to be submitted from both Bidder and OEMs.
- b. The bidder must mandatorily provide Certificate of Origin from OEM for each quoted component and mention the same in the column 'Manufactured at (Place)' in the below format. For single quantity items, the bidder can declare the Country of Origin on OEM/ bidder's letterhead.

S.No	Item Description, Make, Model	Country of origin of OEM	Country of Manufacture of item	Percentage of local contents as defined by order number W-43/4/2019-IPHW-MeitY, dated 7th September, 2020 issued by IPWH division of MeitY, GoI	Details of the location(s) at which the local value addition is made
1	Category I & II Items with description			Consolidated MII / Local Content for the complete solution declared by System. Integrator (SI)/ Bidder	

- c. Bidder shall submit the online links / documents and Data / specifications sheets pertaining to the quoted items.
- d. The bidder has to provide the un-priced BOM (Bill of Materials) for all quoted components.

- e. The bidder must have service support center in New Delhi / NCR Delhi & Bangalore Region in order to comply with the necessary support and warranty terms (4hrs. response and NBD resolution). Bidder need to submit the declaration letter in this regard.
- f. Bidder need to provide Single point of contact and also share the support and escalation matrix with details like e-Mail IDs and Phone nos.
- g. OEM / Bidder shall declare that the quoted products should not be under end of life and that the end of support should be available for the next 5 years from the date of supply.
- h. OEM / Bidder shall declare that the quoted products are brand new and not re-furnished and repaired products. The products so provided should be the latest available.
- i. The bidder must agree to provide and execute the entire scope of work involved as per CDAC tender document.

Note:

- 1. In case a contract is started prior to 05 (five) years, ending last day of month previous to the one in which EoI is invited, but completed in last 05 (five) years, ending last day of month previous to the one in which EoI is invited, the completed work shall be considered for fulfillment of credentials.
- 2. In case a contract is considered similar in nature for fulfillment of technical credentials, the overall cost of that work including PVC amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
- 3. The value of final bill including PVC amount-if paid, or otherwise in case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of contract.
- 4. For qualifying experience or credentials projects where the bidder has executed the project as a sub-contractor will not be considered for evaluation purposes.
- 5. OEM experience will not be considered as bidder's experience unless bidder is also an OEM.

4.A.22 Eligibility Credentials and Verification

The bidder is required to submit purchase order and satisfactory working/implementation certificate issued by the user/customer. Purchase orders without relevant organization's confirmation through a credential letter will not be considered as implementation certificate from the client.

For client credentials where NDA has been signed, the bidder may submit the corresponding NDA document along with a self-declaration confirming the requirements of the eligibility criteria for which the NDA is being submitted.

The Bidders shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statement/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Form no. 4 (Chapter-6). **NON-SUBMISSION OF AN AFFIDAVIT BY THE BIDDER SHALL RESULT IN SUMMARY REJECTION OF HIS/THEIR BID.** And it shall be mandatorily incumbent upon the Bidder to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the EoI Document. It will not be obligatory on the part of EoI Committee to scrutinize beyond the submitted document of Bidder as far as his qualification for the EoI is concerned.

RailTel (RCIL) reserves the right to verify all statements, information and documents submitted by the bidder in his EoI offer, and the bidder shall, when so required by RailTel (RCIL), make available all such information, evidence and documents as may be necessary for such verification

In case of any wrong information submitted by Bidder, the contract shall be terminated. Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on RailTel (RCIL) for 5 (five) years.

For International project if the original client certificate and other documents are in language other than English than a translated copy duly confirmed by Indian embassy.

4.A.23 RailTel Reserves the right:

- (i) To verify, if so desired, the correctness of documentary evidence furnished by the bidder.
- (ii) To verify the successful operation and performance of qualifying projects and bidder shall arrange permission for the same.
- (iii) To carry out capability assessment of the bidder(s) including referral to in-house information.
- (iv) RailTel shall not be responsible for any delay in the receipt of EoIs and reserves the right to **ACCEPT/REJECT** any or all EoIs without assigning any reason. To ask the clarification and supporting documents in respect to submitted eligibility documents.

4.A.24 System Performance Guarantee

The Bidder shall give unqualified and unconditional guarantee that when the equipment/material supplied by him is installed and commissioned at site, it shall achieve the desired objective and that in the event of performance of the system when installed not complying with the end objective or with the specifications, he shall further strengthen the system to realize the end objectives with full compliance of the specifications contained in these

documents and inform RailTel. No additional payment will be made to the contractor for supply of any additional goods and service required in this regard.

This certificate in the Performa given in Chapter-6 Form No. 2, shall accompany the final offer. Absence of this certificate which will form part of the agreement shall **DISQUALIFY** the bidder automatically and summarily reject the bid.

4.A.25 Evaluation of Offer

The technical bids will be evaluated in two steps-

- i. The bids will be examined based on eligibility criteria stipulated at Para 5 to determine the eligible bidders.
- ii. The technical bids of only the eligible bidders shall be further evaluated based on the technical specifications of the required items and the proposal submitted by the bidder.

During evaluation of offer, if required RailTel may ask clarification or documents from the bidder.

Additional features offered by the bidder, over and above the ones asked for in the EoI documents, shall not be considered for evaluation of bids.

The bidders should quote for all items & the offer will be evaluated in totality.

Inter se position of the offers will be determined on total cost which will include basic rate, custom duty, CGST, SGST, IGST, UTGST, freight, insurance and any other charge or cost quoted by the Bidder, including GST payable, on reverse charge by RailTel.

4.A.26 Security Considerations & Security Agreement

4.A.26.1. Additional guidelines issued by Ministry of Finance through OM no. 6/18/2019-PPD dated 23.07.2020.

Relevant guidelines have been given below and in case of contradiction with any condition of this EoI document, guidelines issued by Ministry of Finance vide above mentioned OM (including any addendum/corrigendum issued by MoF and any other relevant guidelines pertaining to the subject issued by GoI) shall prevail:

1. Any bidder from a country which shares a land border with India will be eligible to bid in this EoI only if the bidder is registered with the Competent Authority.
2. "Bidder" (including the term 'consultant', 'service provider' or 'OEM' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any

of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

3. “Bidder from a country which shares a land border with India” for the purpose of this Order means:

- i) An entity incorporated, established or registered in such a country; or
- ii) A subsidiary of an entity incorporated, established or registered in such a country; or
- iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- iv) An entity whose beneficial owner is situated in such a country; or
- v) An Indian (or other) agent of such an entity; or
- vi) A natural person who is a citizen of such a country;

4. Subcontractor for the purpose of this order means:

- i) An entity engaged by the bidder for execution of work or part of work; or
- ii) An entity engaged by any Subcontractor for execution of work or part of work; or
- iii) An entity engaged by OEM for supply of part of material used in manufacturing of supplied item under Network Infra Project.

5. The beneficial owner for the purpose of (iii) above will be as under:

- I. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

“Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;

“Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- II. In case of a partnership firm, the beneficial owner is the natural persons(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- III. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- IV. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - V. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
6. An agent is a person employed to do any act for another, or to represent another in dealings with third person.
 7. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with Competent Authority i.e. DPIIT.

4.A.27. Undertaking regarding such clause need to submit in the format given below:

i) Certificate to be provided by Bidder/OEMs on their letter heads:

“I have read the clause regarding restrictions on procurement from a bidder/OEMs of a country which shares a land border with India; I certify that this bidder/OEM 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/OEM 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.]”

ii) Certificate for Bidder for Works involving possibility of sub-contracting:

“I have read the clause regarding restrictions on procurement from a bidder/OEM of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder/OEM 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/OEM 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]”.

The said instructions will not apply to the bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Govt. Of India is engaged in development projects. Updated list of countries to which line of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of external affairs.

Any discrepancy between above mentioned clause and guidelines issued from Public Procurement Division of Department of Expenditure under Ministry of Finance vide letter no. F. No. 6/18/2019-PPD dt. 23.07.2020 later will be applicable.

4.A.28. Purchaser's Right to Vary Quantities

The purchaser shall be at liberty to enhance or reduce the quantity mentioned in the LOA as per the customers (CDAC) tender document clauses and as per customers' requirements.

4.A.29 Purchaser's Right to accept any offer / Bid and to REJECT any or all offer/ Bid

The Purchaser reserves the right to ACCEPT or **REJECT** any offer / bid, and to annul the bidding process and REJECT all offers / bids, at any time prior to award of order without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Purchaser's action.

4.A.30 Annulment of Award

Failure of the successful bidder to comply with the requirement of various clauses of EoI document shall constitute sufficient ground for the annulment of the award and action will be taken, in which event the Purchaser may make the award to any other bidder at the discretion of the Purchaser or call for new offers/ bids.

4.A.31 Earnest Money Deposit (EMD)

All the bidders shall submit EMD in the form of Bank Guarantee (BG) as per form-12 Chapter 6 from a Nationalized/Schedule bank, Scan copy of BG shall be submitted online through E-Nivida Portal. Physical copy of the BG should reach the office of Executive Director/ Southern Region, Secunderabad on or before the Date specified in BDS.

Action will be taken if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to accept the Purchase order/LOA and fails to furnish performance bank guarantee (security deposit) in accordance with clause 4.A.8.

Offers not accompanied with EMD in the form of Bank Guarantee shall be summarily **REJECTED**.

4.A.33 Offer/ Bid Prices

The bidder shall give the prices indicating all levies and taxes, packing forwarding, freight and insurance etc. The basic unit price and all other components of the price need to be

individually indicated against the goods it proposes to supply under the EoI document as per schedule given in Chapter-2. The price shall be quoted in Indian Rupees only.

The break-up of price of each item of SOR in terms of basic Unit price shall be inclusive of Freight, Custom Duty, Forwarding, Packing, Insurance and any other Levies/charges already paid or payable by the bidder (with applicable taxes break-up viz. SGST/CGST/IGST/UTGST) shall be quoted in the SOR Chapter-2.

4.A.34 NIL Deviation

Bidder is required to submit the “**NIL Deviation compliance undertaking**” for all the terms and conditions of EoI including all corrigenda shall be enclosed with the offer as per proforma given in Form no. 6 (Chapter-6).

4.A.35 Inspection

Inspection will be carried by RailTel/customer appointed agency if required by customer and/or as per CDAC tender condition. Any additional Scope of the Inspection would be as per the requirement of the Customer.

Along with inspection call, the Bidder/manufacturer shall submit details of test procedures, test program, test parameters together with permitted values, etc., and their Quality Assurance Plan.

In case material fails during inspection, the fresh lot of material shall be offered without any extra cost, by the manufacturer/bidder. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's/ bidder's account.

4.A.36 Force Majeure

If during the Agreement, the performance in whole or in part, by either 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 EVENTS), provided notice of happenings of any such EVENT is given by the affected party to the other, within twenty one (21) days from 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 Agreement shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

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 thirty (30) 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 Agreement. Neither party shall be liable for any breach, claims, damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

4.A.37 Settlement of Disputes/Arbitration

- 1) Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be at New-Delhi.
- 2) All arbitration proceedings shall be conducted in English. Recourse against any arbitral award so rendered maybe entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.
- 3) The Arbitral Tribunal shall consist of the Sole Arbitrator appointed by CMD/RailTel Corporation of India Limited, if the value of claim is up to Rs. 10 lakhs. If the value of the claim or amount under dispute is more than Rs. 10 Lakhs, the matter shall be referred to the adjudication of arbitral council. Chairman Managing Director (CMD) of RailTel Corporation shall furnish a panel of three names to the contractor, out of which, contractor will recommend one name to be his nominee and then CMD/RailTel shall appoint one name as RailTel's nominee and these two arbitrators with mutual consent shall appoint a third arbitrator who shall act as the deciding arbitrator in terms of Arbitration and Conciliation Act. The award of the sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties. Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided herein, the parties shall nevertheless pending the resolution of the Controversy or disagreement, continue to fulfill their obligation under this Agreement so far as they are reasonably able to do so.

4.A.38 Governing Laws

The LOA 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.

4.A.39 Indemnity by Contractors

The Contract shall indemnify and save harmless RailTel from and against all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against RailTel by reason of any act or omission of the

Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

4.A.40 Termination for Default

The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the bidder, terminate this contract in whole or in part.

- a) If the bidder fails to deliver any or all of the goods within the time period(s) specified in the contract.
- b) If the bidder fails to perform any other obligation(s) under the contract; and
- c) If the bidder, in either of the above circumstance(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

4.A.41 Risk, Cost & Ownership

If the contractor fails to deliver the equipment or honour the contractual commitment within the period fixed for such delivery in the contract, the Purchaser may terminate the LOA/contract in whole or in part, the Purchaser may proceed to purchase, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered at risk and cost to contractor. The SD/ Performance Bank Guarantee shall also be encashed.

The Maximum Liability of bidder to any Loss/Damages to RailTel including Liquidity Damages and Performance Guarantee shall be limited to 100% of Value of contract.

All risks, responsibilities; liabilities pertaining to goods in transit and/or delivered at site shall remain with selected bidder till they are accepted by C-DAC. The successful bidder will make own arrangements to secure and safeguard the goods delivered at site, at their own cost. C-DAC may coordinate with the client for getting help for these arrangements.

Upon 90% of payment and post successful acceptance testing, C-DAC shall become owners of goods ordered but all risks, responsibilities; liabilities thereof in all goods shall remain with selected OEM/bidder till installation, commissioning, integration, and training of all goods to the end user. Part deliveries shall not be treated as deliveries. Only full deliveries of all items ordered will be considered as delivery.

4.A.42. Termination for Insolvency

The purchaser may at any time terminate the LOA by giving written notice to the bidder, without compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

4.A.43 Rates During Negotiation

The purchaser may call the bidder for the negotiation for reducing the rates. During negotiation the bidder/s shall not increase his/their quoted rates including payment terms in case RailTel negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the bidder/s.

4.A.44 Submission of Offer (Online EoI)

All offers in the prescribed forms should be submitted before the time and date fixed for the receipt of the offers.

In case the schedule of requirement quoted by Bidder is incomplete with reference to EoI document, the offer is liable to be **REJECTED**.

ATTESTATION OF ALTERATION: No scribbling is permissible in the EoI documents. EoI containing erasures and alterations in the EoI documents are liable to be **REJECTED**. Any correction made by the Bidder/ Bidders in his/their entries must be signed (not initialed) by him/them.

The Bidder shall submit his bid online using the e-Procurement Portal <https://railtel.eNivida.com>. For detailed instructions please refer to E-Nivida Portal.

4.A.45 Constitution of Firm and power of Attorney

Any individual(s) signing the EoI or other documents connected therewith should specify whether he is signing: -

- (a) As sole proprietor of the concern or as attorney of the sole Proprietor.
- (b) As a partner or partners of the firm.

- (c) As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association.

In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the EoI and all other connected documents. The original Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.

RailTel will not be bound by Power of Attorney granted by the bidder or by the changes in the composition of the firm made subsequent to the execution of the contract agreement.

In case where the Power of Attorney partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorized translators of Courts and Licensed Petition Writers should be supplied by the Contractor(s) while EoI for the work.

Power of attorney in favour of the signatory duly authorizing the signatory. Original copy is need to be submitted by the successful bidder before issuance of LOA.

4.A.46 Opening of EoI

Bidder's Bid will be opened on specified date & time as mentioned in BDS Chapter-5 of the EoI

4.A.47 Non-Transferability & Non-Refundability

The EoI documents are not transferable. The cost of EoI paper, if any, is not refundable.

4.A.48 Errors, Omissions & Discrepancies

The Contractor(s) shall not take any advantage of any misinterpretation of the conditions due to typing or any other error and if in doubt, shall bring it to the notice of the purchaser without delay. In case of any contradiction only the printed rules, and books should be followed and no claim for the misinterpretation shall be entertained.

4.A.49 Wrong Information by bidder

If the Bidder/s deliberately gives/give wrong information in his/their EoI which creates/create circumstances for the acceptance of his/their EoI RailTel (RCIL) reserves the right to **REJECT** such bidder at any stage.

4.A.50 Limitation of Liability:

Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:

1. The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
2. The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to intellectual property rights infringement.

4.A.51 Integrity Pact Program

RailTel has adopted Integrity Pact Program and for implementation thereof all EoIs relating to procurement of OFC, quad cable, prefab shelters, electronic equipment and its installation 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 will be covered under the Integrity Pact Program and the vendors are required to sign the IP document and submit the same to RailTel before or along with the bids.

- a) Only those vendors who have purchased the EoI document and signed the IP document can send their grievances, if any, to the Independent External Monitors (IEMNs) through the nodal officer, i.e. Chief Vigilance Officer (CVO), RailTel.

Name of IEMs and contact details:

1. Mrs. Vijaya Kanth E-Mail: vkanthmrl2003@yahoo.com
2. Sh. Vinayaka Rao Turaga E-mail: tvrao56@gmail.com

Name & contact details of Nodal Officer (IP) in RailTel:

Chief Vigilance Officer

RailTel Corporation of India Ltd
6th Floor, Office Block Tower-2,
NBCC Complex, East Kidwai Nagar,
New Delhi-110023
E-Mail: cvo@railtelindia.com

- b) If the order, with total value equal to or more than the threshold value, is split to more than one vendor and even if the value of PO placed on any/each vendor(s) is less

than the threshold value, IP document having been signed by the vendors at bid stage itself, the Pact shall continue to be applicable.

- c) 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.
- d) Bidder of foreign origin may submit the Integrity Pact on its company's letterhead, duly signed by the person signing the bid.
- e) The 'Integrity Pact' shall be submitted online by all the Bidders duly signed in all pages along with the Bid. EoI received online without signed copy of the Integrity Pact document along with the technical bid documents will be liable to be **REJECTED**. Proforma for signing the Integrity Pact is available in Chapter-6 of this EoI document (Form No. 5). Original copies are needed to be submitted by the successful bidder before issuance of LOA as per Clause 4.B.3, Point (b) of Chapter-4B.
- f) One copy of the Integrity Pact shall be retained by RailTel and the 2nd copy will be issued to the representative of the bidders before issuance of LOA to the successful bidder. If the Bidders representative is not present during the issuance of LOA, the 2nd copy shall be sent to the bidder by post/courier.
- g) The Integrity Pact is applicable in this EoI vide CVC circular no. 10/05/09 dated 18.05.09 and revised guideline of CVC circular no. 015/VGL/091 dated 13.01.17 or the latest updated from time to time shall be followed.

4.A.52. Preference to Domestic Manufacturers

The provisions of the revised "Public Procurement (Preference to Make in India), Order 2017", dated 16.09.2020 (and subsequent amendments, if any, till opening of the EoI) by Department of Industrial Policy and Promotion, GoI shall apply to this EoI to the extent feasible. The criteria for Capability (verifiable evidence that they have manufacturing capability to manufacture the specified quantity and supply the same within stipulated time period), Equipment and Manufacturing facilities as well as net worth under the financial standing eligibility criteria shall be applicable to local suppliers also.

Bidders seeking Purchase preference for this EoI shall submit the documents/ declarations etc. as per latest DIPP guidelines and the applicable/associated latest letters if any till date of opening of the bid.

The necessary documentation for the individual items being declared to be Local shall be as per the stipulated guidelines as laid down in above mentioned policy letters and to be signed by the OEM as well as the bidder

Only bidders offering minimum 20% of local content for the overall solution of their offered bid (Class-I Local suppliers/bidders-minimum 50% LC and Class-II Local Suppliers/bidders-minimum 20% LC as per PPP-MII Order) are eligible to participate in this EoI. Bid of bidders offering less than 20% local content for the overall solution of their offered bid will be

SUMMARILY REJECTED.

The System Integrator (SI) / Bidder has to submit the consolidated MII (local content) % for the complete solution being offered.

The margin of purchase preference shall be 20% and shall be given to 'Class-I local supplier'. 'Margin of purchase preference' means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 (Class-II local supplier) for the purpose of purchase preference.

Class-I & Class-II Suppliers/Bidders shall furnish following undertaking on their letter head along **with their technical bid clearly mentioning % of local content**. The undertaking shall become a part of the contract.

"We M/s. _____ (Name of bidder) hereby certify that we are offering minimum Local Content of ____% of overall solution of our offered bid in our offer No. dated _____ against RailTel EoI No. _____."

Since value of procurement under this EoI is more than ₹ 10 Cr, Class-I & Class-II local suppliers/bidders are required to provide a certificate (with UDIN number) from the statutory auditor or cost auditor of the company giving percentage of local content of all scheduled items. Undertaking mentioned in Clause

4.A.52 shall be supported by the following certificate issued by Auditor on their letter head as mentioned below **(to be submitted with technical bid)**:

"We _____ the statutory auditor/cost auditor of M/s. (name of the bidder) hereby certify that M/s. _____ (name of bidder) are offering ____% Local Content for overall solution of the Project Work under this EoI in accordance with GOI Guidelines vide offer No. dated ____ against RAILTEL EoI No. ____."

These undertaking/certificate shall not mention any unit price or total amount quoted by the bidder. Any mention of price or quoted amount will lead to SUMMARILY REJECTION of the bid. In case of non-submission of above-mentioned undertaking/certificate with technical bid documents, bid will be **SUMMARILY REJECTED.**

In price bid, the bidder shall provide price Break- up of "Local Content" and "Imported Content" for each SOR item **as per DPIIT's PMI Policy and its clarifications** and same shall be uploaded by the bidders along with their price bid in the e- procurement portal.

If after opening of price bid, lowest bid is of Class-II local supplier/bidder the eligible (techno-commercially qualified) Class-II local supplier(s)/bidder(s) shall be granted a purchase preference to 20% i.e., where their evaluated price bid is within 20% of the evaluated lowest price bid of Class-II local supplier/bidder.

RailTel (RCIL) shall have the right to satisfy itself of the production capability and product quality of the manufacturer.

For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified in Para 2 of the policy document notified by DIPP vide letter No. P-45021/2/2017-B.E.-II dated 16.09.2020.

The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract.

4.A.53 Sanctions

RailTel shall impose sanction of bidder/successful bidder for not fulfilling LC in accordance with the value mentioned in certificate of LC.

The sanctions may be in the form of written warning, financial penalty and blacklisting.

If the bidder does not fulfill the obligation after the expiration of the period specified in such warning. RailTel shall initiate action for blacklisting such bidder/successful bidder.

4.A.54 Make in India

The bidder may set up his manufacturing unit in India to the extent possible through a subsidiary or under license or through transfer of technology to any local manufacturer permitted by the purchaser. The bidder may indicate such tie ups for manufacturing in India if an arrangement is already in place.

The provisions of the Public Procurement (Preference to Make in India) Order 2017 dated June 15, 2017 (including revision issued on and 16.09.2020 subsequent amendments issued till opening of EoI, if any) by Department of Industrial Policy and Promotion, GoI shall apply to this EoI to the extent feasible. The eligibility criteria as mentioned in clause 4.A.21 shall be applicable to local manufacturers/OEMs also.

4.A.55 Contract Agreement

On completion of the selection process, RailTel will enter into a contract agreement with the selected bidder(s). The contract entered with RailTel would be operated by RailTel. The Contract Agreement shall be entered by RailTel only after submission of valid Performance Guarantee by the successful bidder. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the EoI. In such cases RailTel may determine that such Bidder has abandoned the contract and there upon his EoI and acceptance thereof shall be treated as cancelled and RailTel shall be entitled to take action and to forfeit other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-EoI for that work.

The following documents would form part of the agreement between RailTel & the successful bidder: -

- i) This EoI document/EoI and all the issued addendum/ corrigendum.
- ii) The bidder's proposal in response to this EoI/EoI and clarifications made in course of evaluation, including all Appendixes and supporting documents.
- iii) The implementation plan identifying the tasks to be completed, the assigned responsibilities and the scheduled completion dates.
- iv) Copy of Signed LOA along with the copy of the PBG document.

4.A.56 Damage to CDAC Property or Private Life and Property:

The Contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of RailTel/ customer or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by RailTel/ CDAC although all reasonable and proper precautions may have been taken by the Contractor.

In case RailTel shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which RailTel may incur in reference thereto, shall be charged to the Contractor. RailTel shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid; any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

CHAPTER- 4B INSTRUCTIONS TO THE BIDDERS

4.B.0 General

These are the Special Instructions to the Bidders for e-EoI.

4.B.1 Order of Priority of Contract Documents:

The documents forming this EoI document are to be taken as mutually explanatory of each other. For purpose of interpretation, the precedence and priority of the documents shall be in the following sequence:

- 1) Agreement (applicable after signing)
- 2) Letter of Acceptance of EoI
- 3) Notice Inviting EoI
- 4) Bid Data Sheet
- 5) Schedule of Requirements
- 6) Instructions to the Bidders
- 7) Annexure/Appendix to EoI
- 8) Forms of Bid
- 9) Commercial Terms and Conditions of the Contract
- 10) Technical Specifications
- 11) Relevant Codes and Standards
- 12) Drawings

Note: If any ambiguity or discrepancies is found in the EoI document, RailTel reserves the right to issue any clarification or instructions necessary to correct such ambiguity or discrepancy and such clarification/instruction shall be final and binding on the bidder and RailTel.

4.B.2 Submission of Bids only through online process is mandatory for this EoI

E-EoI is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-EoI mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic EoI, RailTel has decided to use the portal <https://railtel.eNivida.com>.

Bidders are advised to visit the E-Nivida Portal for details related to E-EoI i.e., Registration, FAQ, Helpdesk, Learning Center etc.

4.B.2.1. EoI Bidding Methodology:

Bidder has to submit each packet of the bid (Part I –Credential/ Techno commercial Bid and Part II - Price Bid) “ONLINE”.

Helpdesk

Please visit Helpdesk section on RailTel E-Nivida Portal.

RailTel Contact-I (for general Information)

As mentioned in BDS (Chapter-5)

RailTel Contact-II (for general Information)

As mentioned in BDS (Chapter-5)

4.B.2.2. Bid related Information for this EoI

The entire bid-submission would be online on RailTel E-Nivida Portal.

Broad outline of submissions are as follows:

1. Submission of Scan copy of Earnest Money Deposit (EMD) in the form of BG
2. Submission of digitally signed copy of EoI Documents/Addenda/Corrigenda
3. Bid
4. Online response to Terms & Conditions of EoI.

NOTE:

- I. Bidder must ensure that the bid must be successfully submitted online as per instructions of E-Nivida Portal.
- II. Bidder may submit their offer depending upon meeting of the qualification criteria and other terms & conditions of the EoI. However, Price bid of the bidder shall only be opened once the bidder offer is found meeting the qualification criteria and other terms & conditions of the EoI.

4.B.3. Online Submissions:

The bidder is required to submit all the relevant documents online only with the following documents:

- a) Scan copy of EMD (in the form of BG) to be submitted online **through E-Nivida Portal**.
- b) Integrity pact to be submitted as per Clause 4.A.51 (Form No. 5, Chapter-6). Original copies are needed to be submitted by the successful bidder before issuance of LOA.
- c) Constitution of Firm and Power of attorney to be submitted online as per Clause 4.A.45. Original copy is needed to be submitted by the successful bidder before issuance of LOA.
- d) System Performance Guarantee (Form No. 2, Chapter-6). Original copy is needed to be submitted by the successful bidder before issuance of LOA.
- e) Affidavit (Form No. 4 Chapter-6). Original copy is needed to be submitted by the successful bidder before issuance of LOA.

- f) All forms from form 1 to 16 as applicable
- g) Unpriced Commercial Bid with Make and Model(prices blocked)

Hard copy may be sought by RailTel offline for verification/clarification, after opening of the e-bid response on E-Nivida Portal (e-Procurement), if required.

4.B.4 Submission of Eligibility Criteria related documents

All Eligibility criteria related documents as applicable shall be scanned and submitted ONLINE.

NOTE: It is advised to all bidders to submit their offer online well before the closing time of EoI to avoid any last-minute issues in uploading. Its bidder's responsibility to proactively plan for the bid submission and in case of internet related problem at a bidder's end, especially during 'critical events' such as a short period before bid-submission deadline, during online public EoI opening event, during e-auction, it is the bidder's responsibility to have backup internet connections.

4.B.5 Preparation of Bids

- a) Bidder should take into account any corrigendum published on the EoI document before submitting their bids. Please go through the EoI advertisement and the EoI document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted.
- b) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the EoI document/schedule and generally, they can be in PDF/SLS/RAR/DWF formats. Bid documents may be preferably scanned with 100 dpi with black and white option.

4.B.6 Instructions for EoI Document to the Bidders

The NIT and link to EoI is published on www.railtelindia.com E-Nivida Portal and the EoI is published on E-Nivida, a online Portal <https://railtel.eNivida.com> . **EoI offers shall be submitted online at E-Nivida Portal <https://railtel.eNivida.com> only.**

NOTE: For online bid submission the bidder will have to necessarily download an official online copy of the EoI documents from E-Nivida Portal, and this should be done well before the deadline for bid-submission.

4.B.7 Submission of Offers and Filling of EoI:

This e-EoI should be duly submitted online using the e-Procurement Portal <https://railtel.eNivida.com>. For detailed instructions please refer to E-Nivida Portal.

4.B.8 Attendance of Representatives for EoI Opening:

Representatives of bidders desirous to attend the EoI opening can do so on production of a proper letter of authority from the respective firm, failing which they may not be allowed to attend the EoI opening. Authorized representatives of those firms who have submitted the EoI documents alone shall be allowed to attend the EoI opening.

4.B.10 Addenda / Corrigenda:

Addenda / Corrigenda to the EoI documents may be issued by RailTel prior to the date of opening of the EoIs, to clarify or reflect modifications in the contract terms and conditions or in the design. Such addendum/corrigendum shall be available on e-Nivida and RailTel website. Bidders who are unable or unwilling to bring their EoIs to conform to the requirements of RailTel are liable to be **REJECTED**.

4.B.11 Ambiguity/ Pre- Bid Clarification Requests:

If there is any ambiguity or doubt as to the meaning of any of the EoI clauses/ conditions or if any additional information required, the matter should immediately be referred to RailTel in writing through emails to RailTel Contacts mentioned in BDS.

4.B.12 Compulsory Compliance Conformations by all Participating Bidders

The instructions given in the EoI document are binding on the bidder and submission of the EoI shall imply unconditional acceptance of all the Terms & conditions by the bidder.

Each and every page of submitted EoI document including documentation shall be serially numbered & indexed. Bidders shall enclose relevant documents in their bid document to support their claims of experience/ eligibility/compliance meeting criteria mentioned under different clauses of the EoI.

In case some false information is submitted by any bidder in support of experience, performance certificate, financial turnover, etc., then the bidder EoI shall be REJECTED and action will be taken as per 4.A.30

RailTel shall be sole judge in the matter of shortlisting bidders at all stages of the EoI and the decision of RailTel shall be final and binding on the bidders.

4.B.13 Undertakings to be submitted by OEM

The Bidder shall submit undertakings from OEMs of following items. The undertaking shall be as per form 14.

CHAPTER- 5 BID DATA SHEET (BDS)

The section consists of provisions that are specific to various Clauses of the EoI document

Clause	Description
Clause 4.A.1, Chapter-4-A,	Validity of offer Validity: The offers submitted shall be valid for a period of 365 days from the date of opening of EoI.
Clause 4.A.2, Chapter-4-A,	Warranty As per CDAC tender document attached
Clause 4.A.5, Chapter-4-A,	Delivery/Implementation Timelines All the items covered in the Schedule of Requirements must be supplied at site as per following: <ul style="list-style-type: none"> a) Category-I: within 180 days from the date of placement of order. b) Category-II: within 270 days from the date of placement of order. Entire installation, configuration and integration of all hardware and software supplied at DC, BCP, DR, and any remote sites (as applicable) within one month.
Clause 4.A.5.7, Chapter-4-A,	Billing Address: The Executive Director RailTel Corporation of India Ltd., 1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road, Opp. Shoppers Stop, Begumpet, Hyderabad- 500 016 Fax: +91-40-27820682, Tel: +91-40-27788000
Clause 4.A.21, Chapter-4-A,	Eligibility Criteria Requirements for Empaneled Business Associates Financial Eligibility The bidder must have an average annual turnover of Rs. 120 Cr. or more during the last three financial years (F.Y. 2021-22, 2020-21 and 2019-20) Technical Capability The bidder must have executed similar work in last 5 years ending on the last date of Bid submission, as <ul style="list-style-type: none"> 1. One similar work of Rs. 200 Cr. OR 2. Two similar works each of Rs. 150 OR 3. Three similar works each of Rs. 100 Cr. (Refer clause for entire eligibility criteria)

Clause	Description
Clause 4.A.28, Chapter-4-A,	Purchaser's Right to Vary Quantities (As per CDAC tender document)
Clause 4. A.31	<p>EMD</p> <p>As per EoI notice. Soft Copy of EMD in the form of BG of Rs. One Crore to be submitted online through E-Nivida Portal.</p> <p>Physical copy of EMD in the form of BG must be submitted within 2 days of Last Date of Submission of Bid.</p>
Clause 4.A.44, Chapter-4-A,	<p>Last Date of Submission of Offer (Online)</p> <p>Date: 20.03.2023(Last Date of uploading of the EoI document on E-Nivida Portal)</p> <p>Time: 15:00 hours</p> <p>Date of Opening of EoI (Online)</p> <p>Date: 20.03.2023(Date of bid opening on E-Nivida Portal)</p> <p>Time: 15:30 hours</p>
Clause 4.B.2.1, Chapter-4-B,	<p>RailTel Contact-I (for general Information)</p> <p>Sh. Shailendra Dusa, DGM/Marketing Telephone: Tel: +91-40-27788000, Ext:532 Mobile : 9866327886 Email ID :sdusa@railtelindia.com</p> <p>RailTel Contact-II (for general Information)</p> <p>RailTel's Contact Officer</p> <p>Sh. Vikrant K,Jt.GM /Mktg, Telephone: Tel: +91-40-27788000, Ext:551 Mobile: 9003144205 Email ID: Vikrantk@railtelindia.com</p>
Chapter-1, Chapter-6, Regional Ad- dress,	<p>The Executive Director</p> <p>RailTel Corporation of India Ltd., 1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road, Opp. Shoppers Stop, Begumpet, Hyderabad- 500 016 E-mail ID: kmr@railtelindia.com</p>

Note:

1. If the details given in BDS contradict with referred clause in the detailed EoI document, the details in BDS will have overriding priority (as per clause 4.B.1) over the referred clause in the EoI document.

CHAPTER- 6 -FORM (S)/PROFORMA (S)

Form No. 1 - PROFORMA FOR “PERFORMANCE BANK GUARANTEE BOND (PBG)”

(To be stamped in accordance with stamp act)

PROFORMA OF BANK GUARANTEE

(To be submitted by the vendor for claiming payment)

RailTel Corporation of India Ltd.,
1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road,
Opp. Shoppers Stop, BEGUMPET, HYDERABAD- 500 016

BANK GUARANTEE NO:

DATE:

Dear Sir(S)

This has reference to the Purchase Order No. _____ Dated _____ been placed by RailTel Corporation of India Limited (RAILTEL) on M/s _____ (Name & Address of vendor) for supply, installation, commissioning and warranty of _____ (description of items) at RailTel Customer sites.

The conditions of this order provide that the vendor shall,

Arrange to deliver the items listed in the said order to the consignee, as per details given in said order, and

Arrange to install and commission the items listed in said order at client's site, to the entire satisfaction of RAILTEL and

Arrange for the comprehensive warranty service support towards the items supplied by vendor on site as per the warranty clause in said purchase order.

M/s (Name of Vendor) has accepted the said purchase order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the Supply Order No. _____ M/s. (name of vendor) holds an account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

RAILTEL shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the suppliers obligations and / or liabilities under or in connection with the said contract or to vary the terms vis-a – vis

the supplier or the said contract or to grant time and or indulgence to the supplier or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the supplier under the said contract and/or the remedies of RAILTEL under any security now, or hereafter held by RAILTEL and no such dealing(s) with the supplier or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of RAILTEL hereunder or of prejudicing right of RAILTEL against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of RAILTEL and liabilities of the supplier arising up to and until (date) This undertaking guarantee shall be in addition to any other undertaking or guarantee or security whatsoever that RAILTEL may now or at any time have in relation to its claims or the supplier's obligations/liabilities under and / or in connection with the said contract and RAILTEL shall have the full authority to take recourse to or enforce this undertaking guarantee in preference to the other undertaking or security (ies) at its sole discretion and no failure on the part of C-DAC in enforcing or requiring enforcement of any other undertaking or security shall have the effect of releasing the bank from its full liability hereunder.

We _____ (Name of Bank) hereby agree and irrevocably undertake and promise that if in your (RAILTEL's) opinion any default is made by M/s (Name of Vendor) in performing any of the terms and /or conditions of the agreement or if in your opinion they commit any breach of the contract or there is any demand by you against M/s _____ (Name of Vendor), then on notice to us by you, we shall on demand and without demur and without reference to M/s _____ (Name of Vendor), pay you, in any manner in which you may direct, the amount of Rs. _____/- (Rupees _____ Only) or such portion thereof as may be demanded by you not exceeding the said sum and as you may from time to time require. Our liability to pay is not dependent or conditional on your proceeding against M/s _____ (Name of Vendor) and we shall be liable & obligated to pay the aforesaid amount as and when demanded by you merely on an intimation being given by you and even before any legal proceedings, if any, are taken against M/s _____ (Name of Vendor)

The Bank hereby waives all rights at any time inconsistent with the terms of this undertaking guarantee and the obligations of the bank in terms hereof shall not be anywhere affected or suspended by reason of any dispute or disputes having been raised by the supplier (whether or not pending before any arbitrator, Tribunal or Court) or any denial of liability by the supplier or any order or any order or communication whatsoever by the supplier stopping or preventing or purporting to stop or prevent payment by the Bank to RAILTEL hereunder.

The amount stated in any notice of demand addressed by RAILTEL to the Bank as claimed by RAILTEL from the supplier or as suffered or incurred by RAILTEL on the account of any losses or damages or costs, charges and/or expenses shall as between the Bank and RAILTEL be conclusive of the amount so claimed or liable to

be paid to RAILTEL or suffered or incurred by RAILTEL, as the case may be and payable by the Bank to RAILTEL in terms hereof.

You (RAILTEL) shall have full liberty without reference to us and without affecting this guarantee, to postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said M/s

_____ (Name of Vendor) and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s _____ (name of Vendor) which under law relating to the sureties would but for the provisions have the effect of releasing us.

You will have full liberty without reference to us and without affecting this guarantee, to postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said M/s

_____ (Name of Vendor) and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s _____ (Name of Vendor) which under law relating to the sureties would but for the provisions have the effect of releasing us.

Your right to recover the said sum of Rs. _____/- (Rupees _____ only) from us in manner aforesaid will not be affected/ or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s _____ (Name of Vendor) and/ or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said M/s _____ (Name of Vendor) but shall in all respects and for all purposes be binding and operative until payment of all dues to RAILTEL in respect of such liability or liabilities.

Our liability under this guarantee is restricted to Rs. _____/- (Rupees _____ Only). Our guarantee shall remain in force until unless a suit action to enforce a claim under guarantee is filed against us within six months from (which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association of our Bank and the undersigned has full power to do under the power of Attorney dated.

Notwithstanding anything contained herein:

Our liability under this guarantee shall not exceed Rs _____ (in words) This bank guarantee shall be valid up to _____ & unless a suit for action to enforce a claim under guarantee is filed against us within six months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e., after six months from the date of expiry of this Bank guarantee.

We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand or before

_____.
The Bank guarantee will expire on (Min 37 months from the date of successful installations of the items in the order) _____.

Granted by the Bank

Yours faithfully,

For (Name of Bank)

SEAL OF THE BANK
Authorised Signatory

Form No. 2 - PROFORMA FOR “SYSTEM PERFORMANCE GUARANTEE”

(On Stamp Paper of Rs. One Hundred)

(To be signed by the Bidder)

To
The Executive Director,
RailTel Corporation of India Ltd.,
1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road,
Opp. Shoppers Stop, BEGUMPET, HYDERABAD- 500 016

EoI Reference No.:

Applicable for Bidder/OEM(s) directly participating in the Tender

Dear Sir,

I / We hereby guarantee that the design on the basis of which we have submitted our Tender no. has been carefully made to conform to the end objectives in the Tender documents and to technical specification therein. We further guarantee that in the event of the performance of the system, when installed, not complying with the end objectives or with the specifications contained in the Tender documents, we shall provide further inputs to enable the RailTel to realize the end objectives contained in these documents without any additional payment for any additional equipment which may be required in this regard. We further guarantee that all the expenses for providing the additional inputs under the System Guarantee will be borne by us. We further guarantee that these additional inputs will be provided by us to make the system workable within 1 month from the date on which this guarantee is invoked by the Purchaser. The guarantee is valid for a period of one year from the date of commissioning of the system.

(Signature of Firm’s Authorized Officer)
Seal

Signature of witness:

1.
2.

Or

Applicable for OEM(s)

I / We hereby guarantee that the design on the basis of which we have submitted our Tender no. has been carefully made to conform to the end objectives in the Tender documents and to technical specification therein related to OEM's scope. We further guarantee that in the event of the performance of the system, when installed, not complying with the end objectives or with the specifications contained in the Tender documents as per OEM's scope, we shall provide further inputs to enable the RailTel to realize the end objectives contained in these documents without any additional payment for any additional equipment which may be required in this regard. We further guarantee that all the expenses for providing the additional inputs under the System Guarantee will be borne by us. We further guarantee that these additional inputs will be provided by us to make the system workable within 1 month from the date on which this guarantee is invoked by the Purchaser. The guarantee is valid for a period of one year from the date of commissioning of the system.

(Signature of Firm's Authorized Officer)
Seal

Signature of witness:

1.
2.

Form No. 3 - PROFORMA FOR “MAINTENANCE SUPPORT”
(To be signed by the Bidder as well as the OEM's)

Not applicable in this bid

**Form No. 4 -PROFORMA FOR AFFIDAVIT TO BE UPLOADED BY BIDDER ALONGWITH THE
EoI DOCUMENTS**

(To be signed by the Bidder)

(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 Bidder) **

I.....(Name and designation)** appointed as the attorney/authorized signatory of the Bidder (including its constituents),
M/s._____ (hereinafter called the Bidder) for the purpose of the EoI documents for the work of _____
as per the EoI No._____ of (-----RailTel Region), do hereby solemnly affirm and state on the behalf of the Bidder including its constituents as under:

1. I/We the Bidder (s), am/are signing this document after carefully reading the contents.
2. I/we the Bidder(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 electronic-EoI portal. 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 any discrepancy noticed at any stage i.e., evaluation of Bidders, execution of work or final payment of the contract, the master copy available with the RailTel/CDAC 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 along with the offer and same shall be binding upon me/us.**
6. **I/We declare that the information and documents submitted along with the EoI by me/us are correct and I/we are fully responsible for the correctness of the information and documents submitted by us.**
7. I/We undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of EoIs, it shall lead to banning of business for five years on entire RailTel. Further, I/we (*insert name of the Bidder*) ** _____ and all my/our constituents understand that my/our offer shall be **Summarily REJECTED**.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or by OEMs of the offered Hardware/Software incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of SD and Performance Guarantee besides any other action provided in the contract including banning of business for five year on entire RailTel.

**DEPONENT
SEAL AND SIGNATURE
OF THE BIDDER**

VERIFICATION

I/We above named Bidder 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 BIDDER**

Place:

Dated:

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

Form No. 5 - PROFORMA FOR “SIGNING THE INTEGRITY PACT”**(To be signed by the Bidder)**

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

AND

....., hereinafter referred to as “The Bidder/ Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s forThe 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 EoI process and the execution of the contract for compliance with the principles mentioned above.

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 EoI 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 EoI process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the EoI 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.

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 EoI 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 EoI 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 EoI 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.

Section 3: Disqualification from EoI 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 EoI process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-"B".

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the EoI 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.

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 EoI process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the EoI process for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
3. The Principal will disqualify from the EoI process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation by Bidder(s) / Contractor(s) / Sub contractor(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.

Section 8: Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor 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. 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.
4. 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.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. 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.
6. The Monitor will submit a written report to the CMD, RailTel within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to provide to Independent Directors on the RailTel Board.
8. If the Monitor has reported to the CMD, RailTel, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, RailTel has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Section 9: Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after 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.

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. 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.

(For & on behalf of the Principal)
(Office Seal)

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place _____

Date _____

Witness 1:

Annexure-A of INTEGRITY PACT

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.0 There shall be compulsory registration of agents for all global (Open) EoI and Limited EoI. 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 Bidders 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 Bidder that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by RAILTEL in Indian Rupees only.
- 2.2 Bidders 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 EoI either directly or through the agents/representatives.
 - 2.2.2 The amount of commission /remuneration included in the price(s) quoted by the Bidder for himself.
 - 2.2.3 Confirmation of the foreign principals of the Bidder that the commission/ remuneration, if any, reserved for the Bidder 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 EoI 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.

Annexure-B of INTEGRITY PACT GUIDELINES ON BANNING OF BUSINESS DEALINGS

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1. Introduction

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.

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 EoI, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

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. 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.
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.
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.
5. These guidelines apply to Corporate Office, all Regions and Subsidiaries of RAILTEL.
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.
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) 'Inter-connected 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, RAIL-TEL 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 RailTel 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 or 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

- 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.

- 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.
- 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 along with 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.
- 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.

- 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.
- 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

- If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 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;
- 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 Eols, interpolations, etc;
- 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;
- If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
- If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts;
- 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;
- If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;

- Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Company (RAILTEL) or not;
- 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;
- Established litigant nature of the Agency to derive undue benefit;
- Continued poor performance of the Agency in several contracts;
- 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

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.

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 along with 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.

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.

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.

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.

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.

The effect of such an order would be that the Agency would not be disqualified from competing in Open EoI Enquiries but LTE (Limited EoI Enquiry) may not be given to the Agency concerned.

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

- 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.
- If the Agency requests for inspection of any relevant document in possession of RAIL-TEL, necessary facility for inspection of documents may be provided.
- The Competent Authority may consider and pass all appropriate speaking order:
 - a) For one rating the Agency if the charges are not established.
 - b) For removing the Agency from the list of approved Suppliers/ Contractors, etc.
 - c) For banning the business dealing with the Agency.
- 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

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.

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

- 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.
- If Government Departments or a Public Sector Enterprise request 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.
- 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.
- Based on the above, Regions / Units may formulate their own procedure for implementation of the guidelines.

Form No. 6 - PROFORMA FOR “NIL DEVIATION COMPLIANCE UNDERTAKING”**(To be signed by the Bidder)****To**

The Executive Director,
 RailTel Corporation of India Ltd.,
 1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road,
 Opp. Shoppers Stop, BEGUMPET, HYDERABAD- 500 016

EoI Reference No.:**Sub:** NIL Deviation Compliance

Over and above all our earlier conformations and submissions as per your requirements of the EoI, we confirm that,

1. All proposed in scope are compliant to the technical specifications of the equipment as mentioned in the latest version of the specifications in the EoI.
2. We hereby certify that the hardware and software (if applicable) mentioned in our technical solution and Bill of Material (BOQ) are complete.
3. We confirm that there is no requirement of any other hardware and software to fulfill requirements as per scope against the EoI. If any additional hardware and software is required to meet in scope requirements, then it would be procured by us at no extra cost to RailTel.
4. We will also ensure our unconditional compliance of all the terms and conditions as mentioned in the EoI document including all corrigenda and specifications.
5. List of deviations (Partial Compliance and Non-compliance) from terms and conditions as mentioned in the EoI document including all corrigenda and specifications, if any, is enclosed as Annexure with this form. We understand that any partial compliance or non-compliance, may result in **REJECTION** of our bid.

Seal and signature of the bidder

Place:

Date:

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

Form No. 7 - PROFORMA FOR “NO MALICIOUS CODE UNDERTAKING LETTER BY BIDDER and OEM

To

The Executive Director,
Railtel Corporation of India Ltd.,
1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road,
Opp. Shoppers Stop, BEGUMPET, HYDERABAD- 500 016

Eol Reference No.:

Sub: Undertaking for No Malicious Code

Dear Sir,

Over and above all our earlier conformations and submissions as per your requirements of the Eol, we confirm that,

1. All proposed hardware and software components in scope of supplies < OEM related supply/component> when shipped by _____, does not contain embedded malicious code that would activate procedures to:-
 - a. Inhibit the desired and designed function of the equipment.
 - b. Cause physical damage to the user or equipment during the exploitation.
 - c. Tap information resident or transient in the equipment/networks.
2. We, _____ will be considered to be in breach in case physical damage or malfunctioning is caused due to activation of any such malicious code in embedded software and thus be liable to repair, replace or refund the price of the infected software if reported (or, upon request, return) to the party supplying the software to Customer, if different than _____
3. Security breach or damages to system, if any, so caused by any embedded malicious code or otherwise, due to the act of either OEM or bidder or both, the OEM as well as the bidder would be considered liable jointly or severally and shall be banned for conducting any business with RailTel. Also the present contract, may liable to be terminated by the purchaser.

Place:

Date:

Seal and signature of the bidder

(This letter should be on the letterhead of the Bidder & OEM duly signed by an authorized signatory)

Form No. 8 - PROFORMA FOR “MANUFACTURER’s AUTHORIZATION FORM”

Note: This authorization letter should be printed on the letterhead of all the original equipment manufacturer (OEM) and should be signed by a competent person having the power of attorney to bind the manufacturer.

To
The Executive Director,
Railtel Corporation of India Ltd.,
1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road,
Opp. Shoppers Stop, BEGUMPET, HYDERABAD- 500 016

Subject: Undertaking by Principal Manufacturer against EoI number for
.....

Ref: Bid No.....dated.....

Dear Sir,

We, M/s _____ (Name of the manufacturer) having registered office at _____ (address of the manufacturer) by virtue of being manufacturer for _____ (Name of the product/s), hereby certify that M/s _____ (Name of the bidder) having their office at _____ (Address of bidder) are our Authorised Distributors/ Dealers for our range of products quoted by them, as listed below:

1

2

Within the scope of requirement as per the tender mentioned above, we undertake to provide technical & other support towards fulfilling the requirements of installation, commissioning, benchmarking, acceptance criteria and product warranty services of the components to be supplied and installed at the C-DAC Customer sites by M/s. (Name of bidder) against said tender.

We also certify that the products offered are not nearing end-of-life / end-of-support five years down the line from the date of bidding.

We also support our range of products offered by M/s in the above said bid with a warranty of 3 (three) years

The undersigned is authorised to issue this certificate on behalf of M/s _____ (Name of the manufacturer).

For M/s _____ (Name of the manufacturer)
Signature & company seal
Name
Designation
Email
Mobile No.

Form No. 9 - PAST EXPERIENCE FORM (To be submitted each for of the eligibility criteria / Experience ask in the Pre-Qualifying criteria mentioned in Bid data sheet.)

SN	Item	Details
1. General Information		
i.	Customer Name	
ii.	Details of Contact Person	
iii.	Name	
iv.	Designation	
v.	Email	
Vi.	Mailing Address	
vii.	Phone	
viii.	Fax	
2. General Information		
i.	Name of the Project	
ii.	Government/Private/PSU/Others please specify	
iii.	Start Date and End Date of PO/LOA	
iv.	Current Status (Completed/Work in Progress)	
v.	Contract Tenure	
3. Project detail		
I.	Order Value of the project	
II.	Please Provide customer certificate and Work order for executed Scope	
iii.	Narrative description of Project including technology deployed	
iv.	Key project components	

Certification: I, the undersigned, certify that these data correctly describe the Projects implemented by our Company.

(Signature)
 (Name of Authorized Signatory)
 (Designation)
 (Date)
 (Name and address of the bidder)
 (Company Seal)

**Form No. 10 - PROFORMA FOR SELF CERTIFICATION REGARDING LOCAL CONTENT (LC)
FOR TELECOM PRODUCT, SERVICES OR WORKS**

(For OEM's claiming preference as Domestic Manufacturer under PMI policy)

Date:

.....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 Department of Telecommunications, 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 Department of Telecommunications, Government of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Telecom 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 Telecom 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 Department of Telecommunications, Government of India and I will be liable as under clause 9 (f) 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 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) Telecom 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 Telecom 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

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

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

Form No. 11 - CONTRACT AGREEMENT

(CA No.)

This AGREEMENT is made at <Location of RO Office> on this day of _____ two thousand and twenty one by and between RailTel Corporation of India Limited (A Govt. of India Undertaking) having its Registered & Regional office at Plat-A, 6th Floor, Office Block-II, East Kidwai Nagar, New Delhi-110023, acting in the premises through RGM/ED or his authorized representative (hereinafter referred to as 'RailTel', which expression should unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the one part;

And _____ having its registered office at ----- acting in the premises through..... (hereafter referred to as "Contractor", which expression should unless repugnant to the context or meaning thereof include its successor and permitted assigns) of the other part.

Whereas in response to a call for EoI by RailTel for the work of "....." for RailTel Corporation of India Limited as per EoI papers at Annexure 'A' read with Corrigendum..... issued by RailTel hereto, the Contractor has submitted offer letter as per Annexure 'B' hereto

AND WHEREAS the said EoI of the Contractor has been accepted for the work of "....." for RailTel Corporation of India Limited as per copy of Letter of Acceptance of EoI No. _____ dated _____ complete with enclosures at the accepted rates and agreed deviations from EoI papers as per Annexure-C hereto at contract value of Rs. _____ (Rupees _____ Only) duly accepted by the contractor.

Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser (RailTel) to the Contractor provided for herein, the Contractor shall supply all equipment and materials and execute and perform all works for which the said EoI of the Contractor has been accepted strictly according to the various provisions in Annexure 'B' and 'C' hereto and upon such supply, execute and performance to the satisfaction of the purchaser (RailTel) and the purchaser (RailTel) shall pay to the Contractor at the rates accepted as per the said Annexure 'C' and in terms of the provisions therein.

IN WITNESS whereof both the parties have hereunto set and subscribed their respective hands and/or seals on the day and year respectively mentioned against their respective signatures.

Signed and delivered by Shri _____ for and on behalf of RailTel Corporation of India Ltd.

The contract within named in the presence of:

1. Signatures
Date

Name in Block Capitals
Address:

2. Signatures
 Date
 Name in Block Capitals
 Address:

Signed and delivered by Shri. _____ for and on behalf of

The contractor within named in the presence of :

1. Signatures
 Date
 Name in Block Capitals
 Address:
2. Signature
 Date
 Name in Block Capitals
 Address:

Form No. 12 – EMD**Bank Guarantee Bond from any scheduled commercial bank of India**

(On non-judicial stamp paper, which should be in the name of the Executing Bank).

Date:

Bank Guarantee Bond No.:

Date: -----

--

In consideration of the RailTel acting through----- (***Designation & address of Contract Signing Authority***), RailTel, (Hereinafter called "The RailTel") having invited the bid for through Notice inviting EoI (NIT) No. _____, We have been informed that . . . ***[Insert name of the Bidder]*** (***hereinafter called "the Bidder"***) intends to submit its bid (hereinafter called "the Bid").

WHEREAS the Bidder is required to furnish Bid Security for the sum of ***[Insert required Value of Bid Security]***, in the form of Bank Guarantee, according to conditions of Bid.

AND

WHEREAS***[Insert Name of the Bank]***, with its Branch***[Insert Address]*** having its Headquarters office at..... ***[Insert Address]***, hereinafter called the **Bank**, acting through***[Insert Name and Designation of the authorized persons of the Bank]***, have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favor of the RailTel:

1. KNOW ALL MEN that by these present that I/We the undersigned ***[Insert name(s) of authorized representatives of the Bank]***, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the RailTel full amount in the sum of ***[Insert required Value of Bid Security]*** as above stated.
1. The Bank undertakes to immediately pay on presentation of demand by the RailTel any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the RailTel on the Bank shall be final, conclusive, and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
2. The Bank shall pay the amount as demanded immediately on presentation of the demand by RailTel without any reference to the Bidder and without the RailTel being required to show grounds or give reasons for its demand of the amount so demanded.

3. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
4. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the RailTel and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by RailTel at any time.
5. This guarantee will remain valid and effective from..... ***[insert date of issue]*** till ***[insert date, which should be minimum 120 days beyond the expiry of validity of Bid]***. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
6. The Bank Guarantee is unconditional and irrevocable.
7. The expressions Bank and RailTel herein before used shall include their respective successors and assigns.
8. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the RailTel. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
9. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details

IFSC CODE	UBIN0805050
ACCOUNT NO	327301010373008
IFSC TYPE	Branch
BANK NAME	Union Bank
BRANCH NAME	RP Road Branch, Secunderabad – 500003
CITY NAME	Hyderabad
ADDRESS	Bungalow no 109, New No 1-7-252 to 254 Oxford Street, SD Road, Near Parklane Center, Secunderabad – 500003
DISTRICT	Hyderabad
STATE	Telangana
BG ENABLED	YES

The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favour of the RailTel. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the RailTel.

Date

.....

.....

Place.....
ture(s)

Bank's Seal and authorized signature

[Name in Block letters]

[Designation with Code No.]

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal

[P/Attorney] No.

Note: All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.

MANDATORY – REGISTRATION SHRAMIK KALYAN PORTAL

- A. “Contractor is to abide by the provisions of Payment of Wages act & minimum Wages act in terms of clause 54 ad 55 of Indian Railways General Condition of Contract. In order to ensure the same, and application has been developed ad hosted on website www.shramikkalyan.indianrailways.gov.in. Contractor shall register his firm/ company etc. and upload requisite details of labour and their payment I this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:
- a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramik kalyan portal with requisite details subsequent to issue of Letter of Acceptance. Manpower resource shall approve the contractor’s registration on the portal within 7 days of receipt of such request.
 - b) Contractor once approved by Manpower resource, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
 - c) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LoA) / Contract Agreements on shramik kalyan portal within 15 days of issue of any LOA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
 - d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramik kalyan portal on monthly basis.
 - e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- B. “While processing payment of any “On Account Bill” or “Final Bill” or release of “Advances’ or “Performance Guarantee/Security Deposit”, contractor shall submit a certificate to the Manpower resource or resources’ representatives that “I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railways’ Shramik kalyan portal at “www.shramikkalyan.indianrailways.gov.in” till _____ Month _____ Year.”

Form No. 13

Declaration regarding Land border sharing country
Certificate to be provided by Bidder/OEMs on their letter heads:

We have read the clause mentioned in Order (Public Procurement No. 1)No. F.No.6/18/2019-PPD of Public Procurement Division, Department of Expenditure, Ministry of Finance dated 23rd July 2020 and further Order/OMs regarding restrictions on procurement from a bidder/OEMs of a country which shares a land border with India.

In view of this, we certify that,

this bidder/OEM 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/OEM 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.]”

i) Certificate for Bidder for Works involving possibility of sub-contracting

“I have read the clause regarding restrictions on procurement from a bidder/OEM of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder/OEM 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/OEM 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]”.

Form No. 14

**Undertaking by OEM regarding meeting delivery timeline and deploying manpower for
Professional services
Format for Undertaking of Delivery & Services (From OEM)**

Self-Certificate
(To be on company letterhead)

EoI Reference No:

Date:

To,
RailTel Corporation of India Ltd.
1-10-39, 6A, 6th floor, Gumidelli Towers Begumpet Airport road,
Opp. Shoppers Stop, Begumpet – 500016

Dear Sir,

Sub: Undertaking of Delivery and Services

Dear Sir,

We (Name of OEM Company) hereby undertake that the delivery of products associated with us would be delivered within 180 / 270 days from Placement of Order and the associated services along with entire installation, configuration and integration of all hardware and software supplied at DC, BCP, DR, and any remote sites (as applicable) within one month from delivery as per Terms & Conditions of CDAC tender. Further, we comply with all the terms and conditions of the CDAC tender during the warranty period.

We ensure that the OEMs will engages its Professional Services (PS) team for planning, design, implementation, integration, validation, handover, and training of the respective hardware and software components across all three sites - DC, BCP and DR. The engaged PS Team members would be OEM's employees and the OEM shall not further outsource these obligations to another vendor.

Authorized Signatory
Name & Designation

Form No. 15**(PERFORMA OF BANK GUARANTEE TOWARDS Security Deposit)**

Ref: To Bank Guarantee No.

RailTel Corporation of India Ltd.,
1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road,
Opp. Shoppers Stop, BEGUMPET, HYDERABAD- 500 016

Dear Sir(s),

Whereas RailTel Corporation of India Limited having its Registered office at RailTel Corporation Of India Ltd, Registered and Corporate Office:- Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 (Hereinafter called " RailTel") which expression shall, unless repugnant to the context or the meaning thereof, include all its successors, administrators, executors and assignees has invited EOI No.--

----- and M/s -----

----- having Registered/ Head Office at -----

----- (Hereinafter called the "Contractor" which expression shall, unless repugnant to the context or the meaning thereof, mean and include all its successors, administrators executors and assignees) have submitted a quotation Reference. _____ and Bidder having agree to furnish as a conditions precedent for participation in EOIs unconditional and irrevocable bank guarantee of Rs----- (Rupees ----- Only) for the due performance of Bidder's obligations as contained in the terms of the Notice inviting EOI and other terms and conditions contained in the EOI Documents supplied by RailTel specially the conditions that (a) bidder shall keep his bid open for a period of day i.e. from ----- to ----- or any extension thereof, and shall not withdraw or modify it in a manner not acceptable to RailTel (b) the Bidder will execute the contract, if awarded, and shall furnish performance guarantee in the format prescribed by RailTel within the required time. The Bidder has absolutely and unconditionally accepted these conditions. RailTel and the Bidder have agreed that EOI document is an offer made on the condition that the bids, if submitted would be kept open in its original form without variation or modification in a manner not acceptable to RailTel for a period of ----

----- days i.e. from ----- to ----- or any, extension thereof and that submission of the bid itself shall be regarded as an unconditional and absolute acceptance of the conditions, contained in the EOI documents. They have further agreed that the contract consisting of EOI documents as the OFFER and submission of the bids as the ACCEPTANCE shall be a separate contract distinct from the contract which will come into existence when the bid is finally accepted by RailTel. The consideration for this separate initial contract preceding the main contract is that RailTel is not agreeable to sell the EOI documents to the Bidder and to consider the EOI to be made except on the condition that the bid shall be kept open for the period indicated above and the Bidder desires to submit bid on this condition after entering into this separate initial contract with RailTel

promises to consider the EOI on this condition and Bidder agrees to keep this bid open for the required period. These reciprocal promises form the CONSIDERATION for this separate initial contract between the parties.

2. Therefore, we ----- registered
(indicate the name of Bank) under the laws of -----
having Head/ Registered Office at (hereinafter referred to as the "Bank") which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators and executors hereby issue irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing Rupees all money to the extent of Rs ----- (Rupees-----
----- only) at any time immediately on such demand without any demur, reservations, recourse, contest or protest and/ or without any reference to the Bidder and any such demand made by RailTel on the bank shall be conclusive and binding notwithstanding any difference between RailTel and the Bidder or any dispute pending before any court/arbitrator or any other matter whatsoever. We also agree to give that Guarantee herein RailTel in writing. This guarantee shall not be determined/discharged/affected by the liquidation, winding up, dissolution or insolvency of the Bidder and will remain valid, binding and operative against the bank.
3. The bank also undertakes that RailTel at the option shall be entitled to enforce this guarantee, against the Bank as a principal debtor, in the first instance, without proceeding against the Bidder.
4. The bank further agrees that as between the bank and RailTel, purpose of the guarantee, any notice of the breach of the terms and conditions contained in the bid Documents as referred above given to the bank by RailTel shall be conclusive and binding on Bank, without any proof, notwithstanding any other matter or difference or dispute whatsoever. We further agree that this guarantee shall not be *affected* by any change in our constitution, in the constitution of RailTel or that of the Bidder. We also undertake not to revoke, in any case, this Guarantee during its currency.
5. The bank agrees with RailTel that RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms of the EOI or get extension of the validity period from time to time. We shall not be relieved from our liability by reason of any such variation or extension of the validity period or for any forbearance, act of omission and commission on the part of RailTel or any indulgence shown by RailTel to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties, would, but for this provision, have the effect of so relieving us.
6. Notwithstanding anything contained here in above our liability under his Guarantee is limited to Rs. ----- (Rupees -----
----- only) in aggregate and it shall remain in full force upto -
----- (270 days from the date of bid opening) unless extended further from time to time, for such period as may be instructed in writing by M/s -----
----- on whose behalf this guarantee has been given, in which case, it shall remain in full force upto the expiry of extended period. Any claim under this guarantee must be received by us before -----
(date of expiry of validity period) or before the expiry of extended period, if any. If no such claim is received by us within the said date/extended date, the rights of RailTel under this guarantee will cease. However, if such a claim has been received by us within and upto the said

date/extended date, all right of RailTel under this guarantee shall be valid and shall not cease until we have satisfied that claim.

7. In case contract is awarded to the Bidder here in after referred to as "Contractor" the validity of this Bank Guarantee will stand automatically extended until the Bidder furnished to RailTel a bank guarantee for requisite amount towards performance guarantee for satisfactory performance of the contract. In case of failure to furnish performance bank Guarantee in the format prescribed by RailTel by the required date the claim must be submitted to us within validity period or extended period, if any. If no such claim has been received by us within the said date /extended date, rights, of RailTel under this guarantee will cease. However if such a claim has been received by us within the said date/extended date all rights of RailTel under this guarantee shall be valid and shall not cease until we have satisfied that claim,

In witness where of the Bank, through its authorised officer, has sent its hand & stamp on this ----- day of ----- (month & year)

Signature
(Full name in capital Letters)
Designation with bank stamp

Witness No.1

Signature
(Full name and address in capital letters)

Witness No.2

Signature
(Full name and address in capital letters)

Attorney as per power of attorney No ----- Date -----

Form No. 16

Declaration / Certificate to be provided by Statutory Auditor or Cost Auditor of the Company (in case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of suppliers other than companies)

Please submit the certificate as per format given below:

To:

Executive Director,
RailTel Corporation of India Ltd.
1-10-39, 6A, 6th floor, Gumidelli Towers Begumpet Airport road,
Opp. Shoppers Stop, Begumpet – 500016

Sub: bid for

Ref: EOI No.

We hereby certify that the goods / software being offered by us vide our proposal, comply with the provisions of Make In India Order No P-45021/2/2017-PP (BE-II), dated 16th Sept 2020 issued by Public Procurement Division, Department of Investment and Internal Trade, Ministry of Commerce, GoI, read with order number W-43/4/2019-IPHW- MeitY, dated 7th September, 2020 issued by IPWH division of MeitY, GoI for respective items.

We also certify that, we are not from a country sharing land border with India as defined in order No. F/No/6/18/2019-PPD dated 23 July 2020 issued by public procurement Division, Dept. of Expenditure, Ministry of Finance, GoI and the goods offered by us comply with the provisions of said order (details provided below).

We hereby certify the details pertaining to goods / software offered by us, against the tender requirement is given below:

S.No	Item Description, Make, Model	Country of origin of OEM	Country of Manufacture of item	Percentage of local contents as defined by order number W-43/4/2019-IPHW-MeitY, dated 7th September, 2020 issued by IPWH division of MeitY, GoI *	Details of the location(s) at which the local value addition is made
1	Category I & II Items with description			Consolidated MII / Local Content for the complete solution declared by System Integrator (SI)/ Bidder	

Note 1: The Country of origin / manufacturing, should be declared for individual items being offered for both Category I & II items.

Note 2: RailTel reserves the right to Accept / Reject / Cancel the bid / bidder, at its sole discretion, based on the responses received against the MII and Land border sharing declarations submitted by the bidders / vendors.

Note 3: The System Integrator / Bidder, needs to provide the MII / Local content declaration as a consolidated figure for the complete solution. However, location of valueaddition should be declared for each item.

For (Name of bidder)

Authorized Signatory Name & Designation:

Mobile No:

CHAPTER- 7 Specifications and requirements

7.1 TECHNICAL, FUNCTIONAL REQUIREMENTS & SPECIFICATIONS

- Note 1:** It may kindly be noted that in the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/software/licenses. Thus, all hardware/software/licenses required for enabling the support/feature shall be included in the offer.
- Note 2:** Any additional hardware and software/license required for completion of work as per scope of this work shall be supplied by the selected bidder without any additional cost to RailTel.
- Note 3:** The below mentioned technical specifications for the supply items are bare minimum requirements of the purchaser, the supply items quoted by bidder must comply with these technical specifications.

7.2 Technical Specification

As per CDAC tender document

Chapter-8**CHECK LIST (To be filled up & uploaded)****A. List of Documents to be Submitted with Technical Bid**

SN	Have you submitted the following documents?	Submitted /complied or Not	Page No./ref No. of Offer
1.	Offer Letter as per Chapter-1		
2.	Schedule of Requirements with quantities but with prices blanked out (this will be a replica of price bid with prices blanked out) format in Chapter-2 of SOR.		
3.	Breakup of individual itemized BOQ but prices blanked out with Make and Model.		
4.	Submission of scanned copy of Earnest Money Deposit (EMD) in the form of BG as per form 12(Chapter-6).		
5.	Audited balance sheet duly attested by Notary Public		
6.	Constitution of Firm and Power of Attorney as per clause 4.A.45 of Chapter-4.		
7.	Compliance to Technical Requirements as mentioned in Clause 3.A.1.11 of Chapter-3.		
8.	Copies of purchase orders and other documents in support of meeting qualifying criteria as mentioned in Clause 4.A.21 of Chapter-4.		
9.	Complete technical data sheets, MAFs and particulars of the equipment offered, as specified in the Tender papers together with descriptive literature, leaflets, Drawings, if any, complete with list etc.		
10.	Documentary proof of supporting the eligibility Criteria as mentioned in Clause 4.A.21 of Chapter-4.		
11.	Technical proposal of Bidder in conformity with system design		
12.	System Performance Guarantee as per Chapter 6, Form no. 2		

13.	(a) Undertaking by bidder on their letter head as per Clause 4.A.52 of Tender document. (b) Certificate by <i>Statutory Auditor/Cost Auditor</i> on their letter head (with UDIN number) as per Clause 4.A.52 of Tender document.		
14.	NIL Deviation certificate – Form No. 6 of Chapter-6		
15.	Integrity Pact - Form No. 5 of Chapter-6		
16.	All Form as mentioned in Chapter-6		
17.	Any other information required to be submitted by the bidder as per technical and eligibility criteria.		
18.	CVs of proposed Resources with qualification		
19.	Submission of digitally signed copy of EOI Documents/Addenda.		
20.	Any other document mentioned in EOI Document		

SNo	Have you submitted the following documents?	Submitted /complied or Not	Page No./ref No. of Offer
1.	Schedule of Requirements with quantities and priced filled up (this will be a replica of technical bid with prices).		
2.	Breakup of individual itemized BOQ (as per Format given in SOR) as per format given in Chapter-2.		
3.	Any other information required to be submitted by the Bidder as per technical and eligibility criteria.		

DETAILS OF CREDENTIALS SUBMITTED AGAINST ELIGIBILITY CRITERIA OF BIDDER as per Clause 4.A.21 of Chapter-4 :

SN	Clause	Supporting documents	Details/Remarks	Page no of the Bid
1				
2				
3				
4				
5				

Note: Non submission/ non-compliance of above documents as deliberated in Check List will make the offer liable to be **REJECTED**.

*****End of Document*****