



RAILTEL CORPORATION OF INDIA LTD.

(A Govt. of India Enterprise)

Eastern Regional Office

19th Floor, Aurora Waterfront Building,
Plot no. 34/1, Block -GN, Sector - V,
Salt Lake City, Kolkata -700091, West Bengal

Corporate Office

Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar, New Delhi-110023

Invitation for Expression of Interest

for

Selection of Implementation Partner from RailTel Empanelled Business Associate for the work of “*Selection of System Integrator for Implementation and Management of Electronic Knowledge Network (100 Mbps Internet Connectivity, Wi-Fi System and Smart Classes) in Academic / Administrative buildings of Government Engineering Colleges and Polytechnic Institutes under Department of Science & Technology, Govt. of Bihar*”.

EOI No: RAILTEL/EOI/ER/Bihar-EKN/MKT/2023-24/005 DTD

18.05.2023

Disclaimer

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

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

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NOTICE

RailTel Corporation of India Limited, Eastern Region,
19th Floor, Aurora Waterfront Building,
Plot no. 34/1, Block -GN, Sector - V,
Salt Lake City, Kolkata -700091, West Bengal

EXPRESSION OF INTEREST

EOI Notice No: RAILTEL/EOI/ER/Bihar-EKN/MKT/2022-23/005 dtd 18.05.2023

RailTel Corporation of India Ltd., (hereafter referred to as RailTel) invites EOIs from RailTel's Empanelled Partners for **Selection of Implementation Partner from RailTel Empanelled Business Associate for the work of "Selection of System Integrator for Implementation and Management of Electronic Knowledge Network (100 Mbps Internet Connectivity, Wi-Fi System and Smart Classes) in Academic / Administrative buildings of Government Engineering Colleges and Polytechnic Institutes under Department of Science & Technology, Govt. of Bihar"**.

The details are as under:

1	Date of EOI Floating	18 May,2023
2	Last date for submission of Bids against EOI	26 May,2023 at 17:00 Hours
3	Opening of Bids received against EOI	26 May,2023 at 17:30 Hours
4	Number of copies to be submitted	Two Stage (Double Packet System)
5	EOI document cost inclusive tax(non-refundable)	Rs 10000/-
6	EOI processing fee inclusive tax(non-refundable)	As per eNivida Portal
7	Estimated amount of EOI	₹ 47,96,98,981
8	EMD for Pre-Bid Arrangement	₹ 47,96,989/-
9	Bid Submission Mode	Online on https://railtel.enivida.com

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

The EMD should be in the favour of RailTel Corporation of India Limited payable at KOLKATA through online bank transfer. Partner needs to share the online payment transfer details like UTR No. date and Bank along with the proposal.

RailTel Bank Details for Submission of EMD/PBG: Union Bank of India, Account no. 401601010519491, IFSC Code: UBIN0540161. Demand Draft should be submitted in favour of RailTel Corporation of India Limited payable at Kolkata.

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

Prospective bidders are required to direct all communications related to this Invitation for EoI document, through the following Help Desk:

Level:1 Contact: Sh. Kuldeep Norge Position: Sr. Manager/Marketing/ER

Email: kuldeep.n@railtelindia.com Contact: +91- 9007041222

Level:2 Contact: Sh. Abhishek Mani Position: DGM/Marketing/ER

Email: abhishekmani@railtelindia.com Contact: +91-6289857500

Level:3 Contact: Sh. Maneesh Kaushal Position: GM/Marketing/ER

Email: maneeshk@railtelindia.com Contact: +91-9007044110

Note:

1. The EOI response is invited from eligible Empanelled Partners of RailTel only. However, RailTel reserves the right to select non-empanelled companies as per RailTel's BA/SI Policy & its exception clause.
2. All the document must be submitted with proper indexing and page no.
3. Transfer and Sub-letting: The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose-off the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contractor any part thereof.

Bidder has to agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP as mentioned below:

Tender Ref. No.	NIT No: 9708/2022 Dated: 07/12/2022
Tender ID	-----
Date of floating	07.12.2022
Floated on portal	e-tender Portal (https:// eproc2.bihar.gov.in.)

4. The selected bidder will have to accept all Terms & Conditions of CoR RFP **on back-to-back basis**.
5. Any corrigendum(s) issued by CoR against pertinent tender/RFP shall be the part and scope of this EOI document on back-to-back basis.
6. No exemption/relaxation is applicable to MSME/Startups.
7. Only, the eligibility clause/criteria and marks scoring criteria for SI/BA(Prospective BA/SI) as mentioned in CoR's RFP is not applicable on the bidder/BA applying against this EOI. Rest all Terms & Conditions of RFP floated for pertinent tender will be complied by SI/BA/bidders.
8. OEM considered by Bidder for this project have to mandatorily comply all the eligibility & technical criteria/compliance on back-to-back basis in line with COR RFP and corrigendum(s) issued thereof.
9. Please refer CoR RFP Payment terms, as, this will remain applicable on back-to-back basis on successful bidders. **Payment shall be made after actual receipt of payment from CoR.**

10. Bidder may check the price/commercial bid as per BOQ and match the same with FORMATS FOR SUBMISSION OF THE COMMERCIAL BID of CoR's RFP and if found any discrepancy, may be brought in the notice of RCIL immediately and may modify their financial bid format as per CoR RFP financial bid document.
11. **As this is a customer centric bid on back-to-back basis. The benefits of MSME shall not be applicable on this EoI & Work Order issued basis this EoI.**

1. RAILTEL – INTRODUCTION

RailTel Corporation of India Ltd (RailTel) is one of the largest neutral telecom infrastructure providers in the country owning a Pan-India optic fibre network on exclusive Right of Way (ROW) along Railway track. The OFC network presently reaches to over 4500 towns & cities of the country including several rural areas. With its Pan India high-capacity network, RailTel is working towards creating a knowledge society at various fronts.

The portfolio of services provided by RailTel includes Data Centre & DR services, Tele-presence as a service, NLD services, IP-1services, Internet and Broadband services on a pan-India basis.

Equipped with an ISO 9001, 20000-1:2011 & 27000 certification, RailTel offers a wide gamut of managed telecom services to Indian Telecom market including Managed lease lines, Tower colocation, MPLS based IP-VPN, Internet, Data Centre services, NGN based voice carriage services to Telecom Operators, Dark fibre leasing to MSOs/LCOs.

The major customer segment for RailTel comprises of Enterprises, Banks, Government Institutions/ Department, Educational Institutions/Universities, Telecom Service Providers, Internet Service Providers, MSOs, etc. RailTel being a “Mini Ratna (Category-I)” PSU is steaming ahead in the enterprise segment with the launch of various services coupled with capacity augmentation in its Core network

2. BACKGROUND OF EOI

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

RailTel had participated in RFP floated by Managing Director, BSEDC Ltd, BELTRON Bhawan, Shastri Nagar, Patna, Bihar (End Customer Organization or “CoR”) For Selection of System Integrator for Implementation and Management of Electronic Knowledge Network (100 Mbps Internet Connectivity, Wi-Fi System and Smart Classes) in Academic / Administrative buildings of Government Engineering Colleges and Polytechnic Institutes under Department of Science & Technology, Govt. of Bihar. RailTel has won the case and awarded the work now.

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

Bidder has to agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP.

The details of pertinent tender are as below:

Tender Title:

Selection of System Integrator for Implementation and Management of Electronic Knowledge Network (100 Mbps Internet Connectivity, Wi-Fi System and Smart Classes) in Academic / Administrative buildings of Government Engineering Colleges and Polytechnic Institutes under Department of Science & Technology, Govt. of Bihar.

3. SCOPE OF WORK & PARTNER SELECTION

3.1 SCOPE OF WORK:

The Department of Science & Technology, Government of Bihar intends to provide high capacity, scalable and reliable network infrastructure to cater the need of Data & Video transmission simultaneously for the Engineering colleges & Polytechnic Institutes so that the current and future (5 years) digital need of the campuses could be facilitated. Department wants to create a **knowledge network - an Internet based hybrid network infrastructure with Internet router-based solution and a fiber based high speed LAN & Wi-Fi facility at the edge location** i.e., the Govt. Engineering & Polytechnic colleges across the State, so that education content could be shared to student internally and efficiently.

The scope of work is given in detail in End Customer organization's RFP for **"Selection of System Integrator for Implementation and Management of Electronic Knowledge Network (100 Mbps Internet Connectivity, Wi-Fi System and Smart Classes) in Academic / Administrative buildings of Government Engineering Colleges and Polytechnic Institutes under Department of Science &**

Technology, Govt. of Bihar.” floated through RFP No. NIT No: **9708/2022 Dated: 07/12/2022** on the website (<https://eproc2.bihar.gov.in> .) with all latest amendment/Corrigendum/ clarifications.

The Scope of Work in CoR's RFP is given as below:

- i. The objective is purely for the selection of Bidder/SI/IT Company/Firm/ Agency to design and connect, through the proposed Electronic Knowledge Network (100Mbps internet connectivity, wi-fi system and Smart Classes) in Academic / Administrative buildings of 82 Government Engineering Colleges and Polytechnic Institutes under Department of Science & Technology, Govt. of Bihar in such a way that Internet services can be catered to all end users and stake holders at each campus with minimum communication overheads in Network Bandwidth and throughput, low latency, full redundancy, scalable, reliable and high performance (QoS).
- ii. Each college would have local WLC, and AAA deployed at respective location so that colleges can create, edit and make necessary changes in policy both for wired and wireless without any involvement of BSEDC.
- iii. Setup all Active & Passive network components as well as components such as Servers, OS, UPS, etc. as per Bill of Material (BoM).
- iv. Some of the college already have bandwidth and existing network set-up, objective is to augment existing setup as per feasibility and new setup as per requirement.
- v. Planning & design for the proposed augmented Campus wide network setup along with dedicated redundant 100 MBPS (2 X 50 MBPS) internet connectivity across CPE location for minimum 300 users.
- vi. A separate temperature-controlled small server room (approximately 10'x10') to be created with a 32U rack and passive cable infrastructure to cater overall project scope.
- vii. Apart from some Application services running in BSEDC SDC at Patna, all Application services hosted and running in college campus network will be available and utilized into college campus network. Also, the educational content generating from the Engineering Colleges and Polytechnic Institutes under Department of Science & Technology, Government of Bihar shall reside in this server which will keep on updating as data from colleges in the form such as audio, video, pdf, ppt, xls, word and another educational digital medium. Hence an end-to-end secure connectivity would be established between BSEDC SDC and college campuses.
- viii. The Application Bandwidth of these hosted services (such as access to Online contents, Smart Classes (video lectures, Quiz, tutorials), video conferencing, online examination, Digital Library, journal access from outside of College campus, Internal Website, etc.) in College Campus having either interactive or non-interactive session may vary between 200 Kbps to 15 Mbps or more upload / download depending upon application. The network setup solution and supporting equipment must be scalable enough to cater bandwidth requirement (Network as well as Application) without any degradation of Quality of Service (QoS) with minimum communication overheads in Network Bandwidth and throughput.
- ix. Considering the availability / feasibility of services of BSP at 82 different locations within the State, it is recommended to have two BSP's that can cater to these locations and have a bandwidth of 50Mbps each. (2x50Mbps). Two separate agreement (3 party or 4 party between BSEDC, BSP

& DST or BSEDC, BSP, SI & DST as required) will be made with the bandwidth service providers.

- x. The Application services will be extended to end to end user of Engineering Colleges and Polytechnic campuses using encryption protocols such as IPsec VPN, VPN Gateway, suggested in proposed solution without any degradation of QoS and Attacks
- xi. Secure WAN connectivity to be established with necessary security using URL Filtering, Application aware security, IPS, able to block malware, Anti Bot, DNS attacks, DDOS and should support security proxies for TCP, UDP, HTTP, HTTPS, SSH, FTP, TFTP, SFTP, DNS. Along with advance routings like BFD, IGMP, PIMSM, PIMSSM
- xii. The network setup solution may be based on hybrid technology (LAN and Wi-Fi) or based on any other technology proposed in solution. In case of solution based on hybrid technology, both traffic (WIFI and LAN) from end-to-end user must be passed securely through same Access Switches, Core Switches, virtual Wireless Controller, Secure WAN Routers without any blocking and restriction.
- xiii. There will be two (2) Smart Classrooms for each college in addition to the already existing Smart Classes. Smart-Boards are to be hardwired and the rooms must have a wi-fi access. In order to connect some network peripherals like laptop or any other device, there must be at least two LAN ports in each classroom and other staffrooms and associated offices within the Main Administrative Building.
- xiv. The access points inside the main building must be covered with a protective mesh that can withstand any manmade damages.
- xv. The Workshop or any extension of Main Building Campus having classrooms and Computer Labs must be connected with OFC to ensure high-speed data transfer to support audio and video applications / content.
- xvi. The selected Bidder needs to perform Civil Works like Aluminum & Glass partitioning of server room, installation of 1.5 Ton Air Conditioner branded with 5-years warranty from the date of Go-Live, Rack Earthing, UPS earthing, customized bracket for all access points etc.
- xvii. The Bidder needs to install surveillance equipment like Camera and 8 Port Surveillance with NVR etc. for monitoring purpose.
- xviii. The Bidder needs to install all active components as per BoM at server side in coordination with the SDC team.
- xix. The Network solution must be capable of handling security issues through Authentication (must have and support LDAP / Radius, AAA Authentication). The end-to-end encrypted secure content delivery must be ensured in deployed network infrastructures.
- xx. The Network Infrastructures in Network Designing must be capable of handling security issues in its core very efficiently. The Network Infrastructures used must be capable of handling about possible future cyber-attacks, vulnerabilities and threats in security of Network and services through patches and bugs removing in core and extensions and get informed in advance through issuing Security Bulletins time to time.
- xxi. Option in design using exclusive rings for each active device in fail-safe, high-availability configuration.
- xxii. Outline of the proposed solution under the following topics:
 - a. Overview of the Proposed Solution
 - b. Overall architecture

- c. Security architecture
- d. Scalability
- e. Redundancy
- f. Operations & Maintenance
- g. Training
- h. Quality assurance/process
- i. Any other additional requirement that the Bidder envisages is necessary for the success of the project.

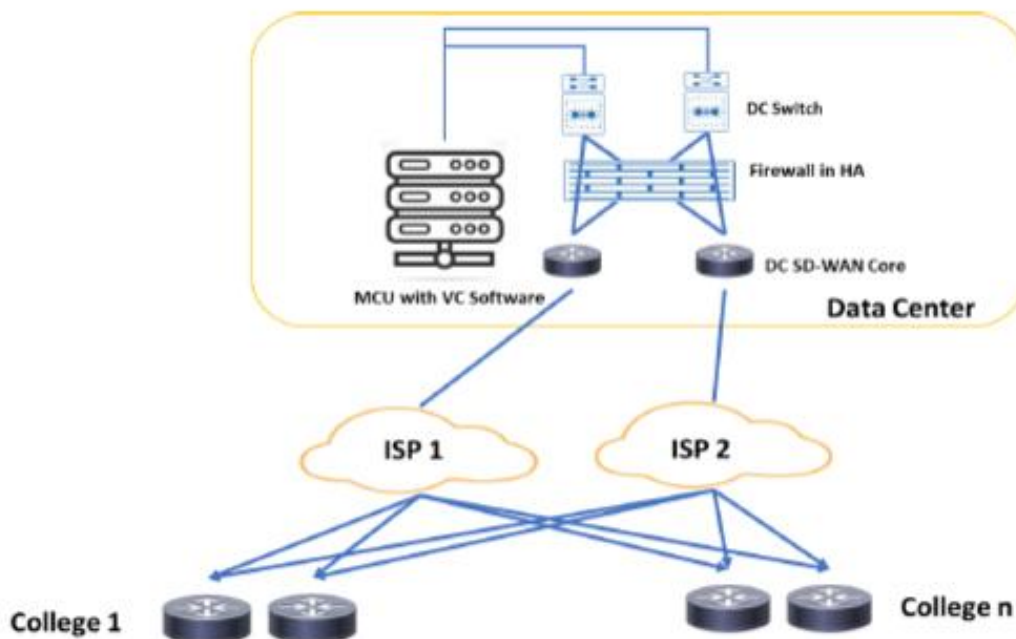
Functional Requirements:

- Maximum use to be made of the components in the new network.
- Preparation of Detailed Network Plan & its approval from BSEDC or respective college authority.
- Plan extension of UPS power to all equipment in the new network.
- The Bidder will configure all Network equipment for meeting all functional requirements and central manageability up to port level from Computer Centre cum server room through supplied NMS with core equipment.
- The Bidder will provide onsite support, operation and maintenance for entire period of Warranty and Comprehensive Annual Maintenance Contract (CAMC) through his stationed Network Engineer/Network Administrator and resolve any day-to-day problems that may arise in the Network and catering end to end services.
- In campus, new Core equipment will be placed in the server room. Two core equipment will connect stack on a 10 Gbps uplink port. Necessary optics and patch chords /stack cables shall be provided by the supplier. One uplink port of all other equipment will connect to uplink ports of the core equipment at 1 Gbps on fiber.
- Prepare UPS Power extensions plan for all Network equipment and get the same approved from concerned personnel of respective colleges.
- Provide Fiber backbone cable from core equipment to each edge equipment.
- Install and configure all Active components for best performance of Network.
- Assign IP addresses & user-ids as desired by the respective colleges. All users (nodes) shall access the network in a secured manner using assigned user-ids & passwords.
- Submit all equipment configurations, password & testing reports to respective colleges/ DST/BSEDC.
- All servers, physical appliances, software and licenses required should be clearly mentioned in the solution document and included in the BoQ.
- New features, bug fixes, and enhancements need to be installed automatically and no manual intervention is advisable.

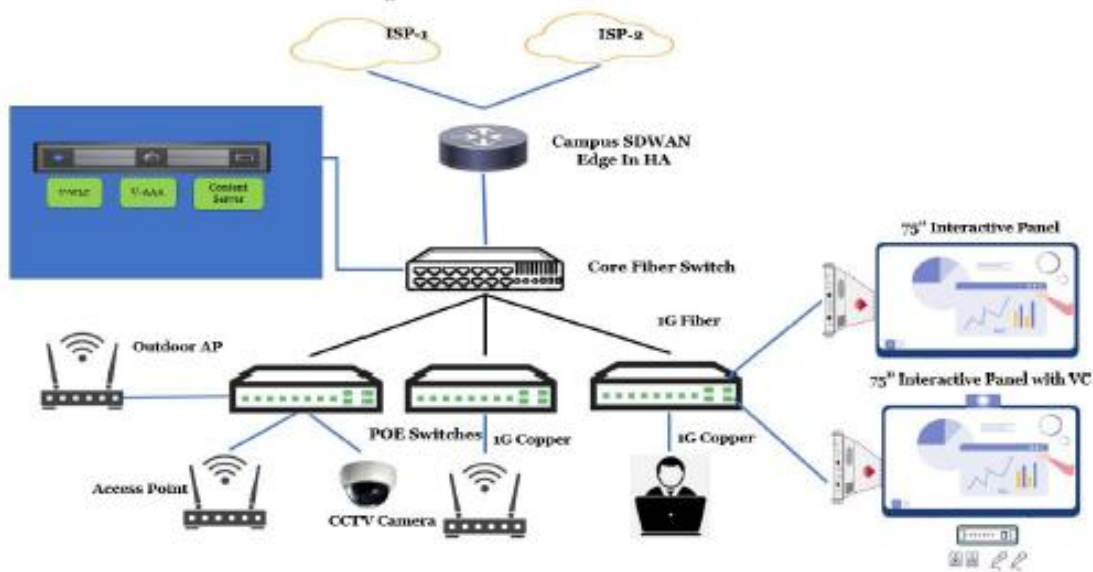
Proposed Core Network Architecture

- A state-of-the-art intelligent campus wide network architecture with high level of self-convergence, resiliency and availability.

- 2-tier switching network architecture with 10 Gbps backbone between Core and distribution layer and minimum 1 Gbps distribution and access layer.
- Secure 802.1AE/MACSec or equivalent based secure architecture across the layer
- A modular, scalable and SDN enabled architecture for enabling and supporting high speed connectivity within the campus on both wired and wireless.
- Architecture for deployment of IP based services such as voice, video, collaboration tools, CCTV surveillance, smart and safe campus application integration and other multimedia application across the Campus Network.
- Converge IT network to run the voice, video, collaboration tools, CCTV surveillance, smart & safe campus
- application integration and other multimedia application needs for the next ten years covering complete campus network.
- The Firewalls at SDC will be integrated with the solution to control the traffic from colleges and communicate between colleges. The VC MCU available at centralized location at SHQ will be integrated with the proposed VC Codec by the SI to conduct VC between colleges.



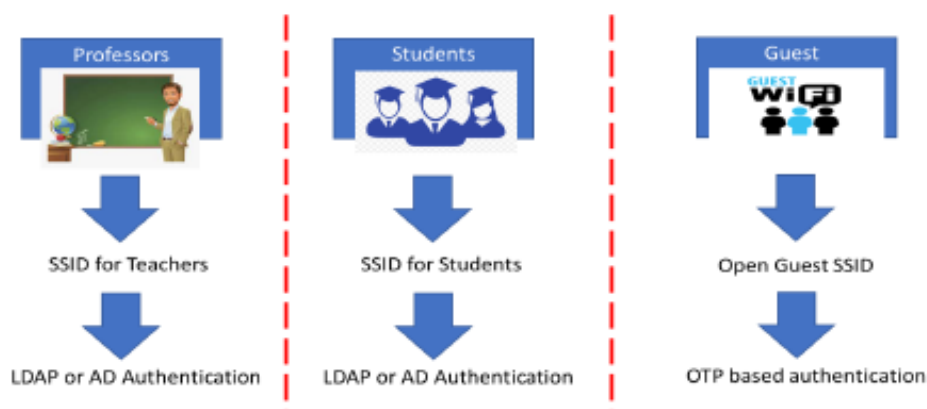
Network Architecture at Colleges



Proposed Wireless Architecture

- Consistency policy between Wired and Wireless users
- Segregate Professor, Staff, Student and Guest policies through stateful Layer 3-7 policies distributed roaming for Large Campus deployments with managed controllers.
- Indoor Access Point Quad Radio Architecture for wireless performance and efficiency for indoor AP – 2x2:2 with MU-MIMO and OFDMA with minimum 1G Ethernet for High Density Support.
- Outdoor Access Point Quad Radio Architecture for wireless performance and efficiency for indoor AP - 4x4:4 with MU-MIMO along with fiber link.
- Radio-Profiles for automated location specific deployment such as cafeteria, auditoriums and classrooms thus providing efficient Network Baselining
- Deep Packet Inspection for User, application, and device analytics and policy creation
- Deploy based device access control with built-in device profiling
- Self Service Page for Guest device enrolment using OTP. Less burden on admins
- Check associated and un-associated user data for influx of visitors during events

Onboarding of Wireless Users at Colleges



Management and Monitoring system

- Web based user interface (secured).
- Should support full configuration, fault and performance management.
- Ability to present graphical view of the network.
- Should support various privilege levels.
- Capability to view the network topology.
- The management and monitoring system should be able to manage all the active components, wired elements, of the network.
- The management and monitoring system should have the capabilities to support all the manageable elements in the existing Network irrespective of OEM.

Special Note: RailTel may retain some portion of the work mentioned in the end organization RFP, where RailTel has competence.

3.2 PURPOSE OF EOI: If we see the CoR's RFP, they have used terms System Integrator (SI) & Bandwidth Service Provider (BSP-1 & BSP-2). The intent of this EOI is to Select an Implementation Partner for the work of "Selection of System Integrator for Implementation and Management of Electronic Knowledge Network" floated through NIT No: 9708/2022 Dated: 07/12/2022 on the website ([https:// eproc2.bihar.gov.in](https://eproc2.bihar.gov.in)). **The Selected Partner will have all the roles & responsibilities of System Integrator as defined in CoR's RFP.**

RailTel has further selected BSP-1 & BSP-2 through other process.

Hence, to simplify, RailTel is looking for suitable backed partner for the role of SI as defined in CoR's RFP. **The Bill of material/Schedule of Requirement for selected partner is defined in Annexure-4A.**

- 3.3 Solution provider needs to offer solution with no single point of failure in hardware and without any downtime in operations of CoR. SLA shall be applied as per CoR's tender document and corrigendum released, if any on back-to-back basis.
- 3.4 Bidder may submit their response in form of duly signed and stamped and submit techno-commercial bid at the E-nivida portal through Online mode, within the stipulated date and time, as mentioned in this EOI document.
- 3.5 **Interested partners may note that this is a Two stage Double Packet Bid.**
- 3.6 Only those bids shall be opened, which have been submitted with in the stipulated time as mentioned in this EOI document.
- 3.7 Stage-I: Technical Bid contains following

(i) Eligibility Criteria

S.N.	Type	Description	Document Required
1	Financial Credential	The bidder must have cumulative turnover of 150% of Estimated Value of EOI in last three financial year ending 31 st March 2023 or financial year ending 31 st March 2022.	Balance Sheet & CA certificate
2	Technical Credential	<p>The bidder must have executed similar work in last 7 years ending 31st March 2023, as</p> <p>One Similar work, each costing not less than the amount equal to 60% of the advertised value of the tender.</p> <p>OR</p> <p>Two Similar works, each costing not less than the amount equal to 40% of the advertised value of the tender</p> <p>OR</p> <p>Three Similar works, each costing not less than the amount equal to 30% of the advertised value of the tender.</p> <p>OR</p> <p>Four Similar works, each costing not less than the amount equal to 15% of the advertised value of the tender.</p> <p>Definition of similar work: Works entailing completion of Supply, Installation, Testing and Commissioning of a project in the field of IT/ ICT/ Networking/ Server/ DataCenter/ Cloud/ Telecom for any Government department or Public Sector Units or public listed companies</p> <p><i>Note: Ongoing works will be considered for value of completed work (minimum 70% work completion) certified by PO issuing authority/ customer mentioning completed work value on the certificate along with satisfactory completion certificate for work completed so far. It shall be additional to above mentioned clause.</i></p>	<p>Copy of Purchase/ Work Order & completion certificate issued by customer / PO issuing authority.</p> <p>The bidder must provide details of a personnel for verification purpose at PO/ certificate issuing organization clearly mentioning name of client, designation, contact number and mail ID on bidder's letter head.</p> <p>For ongoing works: Ongoing works will be considered for value of completed work (minimum 70% work completion) certified by PO issuing authority / customer mentioning completed work value on the certificate along with satisfactory completion certificate for work completed so far.</p>

S.N.	Type	Description	Document Required
3	MAF	The Bidder should have direct authorization from the Original Equipment Manufacturer (OEM) for selling and supporting the equipment offered. MAF is required for the major components as mentioned below. (Major Components: Centralized Networking Solution; Network monitoring, reporting and helpdesk solution at centralized location; Edge Device; Switches; Wireless Controller System; Wi-Fi AP; UPS; Rack server; Smart Interactive Board; VC Codec; PTZ Camera)	As per prescribed format. To be issued on OEM's letterhead in the name of BIDDER addressed to Executive Director/Eastern Region.
4	Empanelment	Bidder must be empaneled with RailTel as business associate.	Copy of Empanelment letter and Empanelment PBG submitted, if any. # RailTel reserves the right to select non-empaneled companies as per RailTel's BA/SI Policy & its exception clause

- ii. The Technical Compliance of the Scope of Work. However, format may be modified by bidder as per their choice, but item must be marked with OEM Name, MAF provided or not and Data Sheet attached.
- iii. The Technical Compliance sheet provided with Hard Copy of Technical Specs.
- iv. BOQ/BOM without Price quote in the attached format (Annexure 4).
- v. Compliance of OEM with their MAF's and all mandatory documents asked by CoR from OEM.
- vi. Unconditional Acceptance of the Tender document of CoR and any Other/General Document of CoR Tender RFP along with corrigendum and addendum.
- vii. This EOI acceptance.
- viii. Annexure Form at as mentioned in this EOI.
- ix. All documents mentioned in checklist and annexures of this EOI.
- x. The Seller agrees to undertake a Maintenance contract for a minimum period as per CoR. Undertaking in this regard is to be submitted along with the technical bid.
- xi. Delivery Period Undertaking – As per pertinent tender floated by CoR.
- xii. The bid should be duly signed and submitted by Authorized Signatory.

- xiii. The bidder has to mandatorily submit notarized Annexure-09 on non-judicial stamp paper of Rs. 100.
- 3.8. Prospective bidder's bid evaluation will be done based on above mentioned documents. Bids of those Bidders will be summarily rejected who submit Technical Documents without OEM Name, Make and Model, Technical Compliance, and unconditional acceptance of the CoR hardcopies and this EOI.
- 3.9. Based on valuation of outcome against 3.7, Whoever may qualify as per 3.7.i and further complying technical requirement with supporting documents of OEM MAF, datasheets, BOQ/BOM may be treated as Technically qualified partner for Stage-1.
- 3.10. Bidders selected as per Para 3.7 above will be treated as eligible for financial bid opening.
- 3.11 Stage-II: Financial contains following
(i) The Annexure4 & Annexure 4 A of EOI for financial quote
- 3.12 For the opened bid as per outcome of Clause 3.7 above, the bidder will be selected on the lowest quote (L-1) basis for complete 'Scope of Work' as mentioned in the EOI document and Physical documents of technical specifications of CoR, subject to the respective overall bid is in compliance to the requirements of this EOI. The so selected partner will be termed as 'Commercially Suitable Partner (hereafter referred to as 'CSP')'. It is re-mentioned, that the final selection of CSP will be on the L-1 basis only. Further, RailTel reserves the right to have negotiation with the CSP.
- 3.13 As of now, EoI response from interested partners is invited considering that the selected partner will be responsible for delivering of complete 'Scope of Work' as mentioned in the CoR's tender document and subsequent corrigendum. However, RailTel at its discern, may take- up a certain portion / percentage of 'Scope of Work' by communicating to the CSP at any point of time during the engagement period. (The day at which 'CSP' is declared, will mark the start of engagement period. The period will be valid till final outcome of this tender is announced by CoR. In case, RailTel comes out to be winner of the CoR tender, then the engagement period will get auto-extended to the period RailTel serves CoR for the concerned tender, unless terminated earlier by RailTel as per terms and conditions mentioned in this EoI document). In this scenario, commercial

engagement with the CSP will be for that portion / percentage only, which has not been taken by RailTel. Accordingly, resultant value of work will be derived on the basis of negotiated (in case) commercial bid of the CSP.

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

4. COMPLIANCE REQUIREMENTS AND ELIGIBILITY CRITERIA FOR INTERESTED BIDDERS

- 4.1 The interested bidder should be an Empanelled Partner with RailTel on the last date of bid submission of EOI & has to provide relevant documents to qualify as per Clause 3.10.i of this EOI.
- 4.2. The interested bidder should submit Earnest Money Deposit (EMD), in the format as mentioned in this EOI document along with the bid.
- 4.3. The interested bidder should be in compliance to insertion of Rule 144(xi) in the GFR, 2017 vide office OM no. 6/18/2019-PPD dated 23-July-2020 issued by Ministry of Finance, Government of India, including revisions.
- 4.4. The interested bidder should submit an undertaking for maintaining of 'Local Content Compliance' and shall submit a certificate mentioning the 'Local Content Percentage' duly signed and stamped by statutory auditor or cost auditor or authorized signatory of the interested partner. This will not be a binding clause in cases where end customer has not asked Local Content Clause/Make in India Clause in their Current RFP.
- 4.5 The bidder has to mandatorily provide all Annexures of CoR's RFP and corrigendum(s) thereof, in the name of RailTel Corporation of India Limited addressing the tender issuing authority.
- 4.6. The interested bidder should not be backlisted by any State / Central Government Ministry/Department/Corporation/Autonomous Body on the last date of submission of EOI.
- 4.7. There should not be any ongoing or past, arbitration case(s) between 'RailTel or Organizations under Indian Railways' and 'Interested Bidder' on the last date of submission of EOI.

- 4.8. The interested bidder shall not have a conflict of interest with one or more bidding parties. Participation of interested bidder(s) with a conflict-of-interest situation will result in the disqualification of all bids in which it is involved. A bidder may be in a conflict of interest with one or more parties if including but not limited to:
- a. Have controlling shareholders as his/her family members viz. spouse, son, daughter, father, mother or brother etc.in common or;
 - b. Have a relationship with each other directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another interested partner.
- 4.9. The interested bidder should not be seeking / extending / exploring similar arrangements / engagements with any other organization except RailTel, for the CoR tender.
- 4.10. The interested partner should have a valid Goods and Service Tax Identification Number (GSTIN), as on the last date of submission of EOI.
- 4.11. In addition to above clauses, bid of interested bidder should be in compliance to terms and conditions and technical requirements of the pertinent CoR tender as referred above.

Note: The interested bidder should submit duly signed and stamped EOI cover letter as per the format mentioned at Annexure-01 of this EOI document, as unconditional submission of meeting the clauses mentioned above, from Clause 4.1. to Clause 4.11.

5. Proposal Preparation and Submission Cost

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

6. Amendment to EOI Document

At any time prior to the deadline for submission of bids, RailTel, may, for any reason can modify the EOI document by an amendment. All the amendments made in the document would be informed by displaying on RailTel's (www.railtelindia.com) website only. The interested bidders are advised

to visit the RailTel website on regular basis for checking necessary updates. RailTel also reserves the rights to amend the dates mentioned in this EOI Process. RailTel may, at its discretion, extend the last date for receipt of EOI response.

7. Bid Validity Period

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

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

8. Right to Terminate the Process

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

9. Language of Bid

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

10. Submission of Bid

10.1. The interested bidder should take into account any Corrigendum to this EOI document

that may have been published before submitting their EOI response. The bid is to be submitted in the mode as mentioned in this EOI document. EOI response submitted in any other mode will not be entertained.

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

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

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

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

12. Payment Terms

12.1. Payment will be on '**back-to-back**' basis and as per the payment terms mentioned in the pertinent CoR's RFP.

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

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

- i PO copy issued to selected vendor.
- ii Payment Proof that the end customer has paid to RailTel for the period claimed by Selected bidder/vendor against invoices raised by RailTel for such services.
- iii Submission/Declaration of applicable BG amount against PO issued to selected bidder/vendor.
- iv Original Invoice for the period claimed.
- v TDS declaration.
- vi Photocopy of all documents submitted by RailTel along with their invoice to customer.

13. Performance Bank Guarantee (PBG)

13.1. In case of successful participation by RailTel in the pertinent CoR's tender and subsequent

engagements with CSP, The CSP shall at its own expense, deposit with department, within fifteen (15) days of the notification of award (done through issuance of the Purchase Order / Work Order etc.) and communicated through email, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a a Nationalized/ Commercial Scheduled Indian Bank as per the format enclosed in this EOI, payable on demand, for the due performance and fulfilment of the contract by the CSP. This PBG will be for an amount of '10 (%)' of the contract value. The quantum of this 'percentage (%)' will be equal to the PBG % as asked by CoR from RailTel. All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the CSP. Besides, if the total BG amount comes upto ₹05 Lakhs, then same may be deposited through DD/RTGS/NEFT. Along with submission of PBG, CSP needs to submit PBG issuing bank's SFMS report. The SFMS report is also to be submitted in case of renewal / extension of PBG.

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

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

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

13.5. During the contract period, RailTel may issue Purchase Order(s) for the additional services ordered by CoR (in case) to RailTel. In such scenario(s) also, Clause No. 13.1. to Clause No. 13.4. are to be followed by the CSP.

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

13.7. In case CoR has sought any other types of PBG in this contract at present or in future or else Integrity Pact PBG (presently or in future), same remain applicable on selected Bidder. The Said

PBG will be issued by Selected Bidder from Scheduled Bank favoring RailTel Corporation of India Limited. No Indemnity Bond in lieu of such PBG will be accepted by RailTel.

13.8 If, CoR ask for submission for value more than 03%, same also needs to be submitted by the selected BA.

13.9 Integrity pact in the format as per CoR to be provided by the Bidder.

14. Details of Commercial Bid / Financial Bid

14.1. Interested partner should submit commercial bid strictly as per the format mentioned by CoR in the pertinent tender document or subsequent corrigendum (if any).

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

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

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

14.5. It is also possible that CoR may surrender / increase, some or all of the quantities of service items ordered to RailTel during the contract period and accordingly the contractual amount between RailTel and CSP shall be considered, at sole discretion of RailTel.

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

14.7. In addition to the Payment Terms, all other Contractual Terms will also be on '**back-to-back**' basis between RailTel and CSP, as mentioned in the pertinent CoR's tender. MAF (Manufacturer's Authorization Form) in the name of bidder addresses to RailTel whose product is mentioned in commercial bid format, should also be ensured by the partner. The MAF format and required content should be in-line with CoR's tender, if specifically asked by CoR in a particular format.

15. Duration of the Contract Period

15.1. The contract duration shall be same as of CoR's contract duration with RailTel until otherwise terminated earlier. **Indicative contract duration is 5 Years as per CoR**, unless otherwise terminated earlier, as mentioned in this EOI document and subject to successful participation of RailTel in the pertinent CoR's tender. The contract duration can be renewed /extended by RailTel at its discern,

in case CoR extends / renews services with RailTel by virtue of extending / renewing / new issuance of one or more Purchase Order(s) placed by CoR to RailTel.

16. Restrictions on 'Transfer of Agreement'

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

17. Suspension, Revocation or Termination of Contract / Agreement

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

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

- a) The CSP failing to perform any obligation(s) under the contract / agreement.
- b) The CSP failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel.
- c) Non adherence to Service Level Agreements (SLA) which RailTel has committed to CoR for the pertinent tender.
- d) The CSP going into liquidation or ordered to be wound up by competent authority.
- e) If the CSP is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to RailTel in writing. In that case, the written notice can be modified by RailTel as deemed fit under the circumstances. RailTel may either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as deemed fit under the circumstances.
- f) It shall be the responsibility of the CSP to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of contract / agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and

consequent of which CSP's PBG related to contract / agreement along with PBG related to the Empanelment Agreement with RailTel shall be forfeited, without any further notice.

- g) Breach of non-fulfillment of contract / agreement conditions may come to the notice of RailTel through complaints or as a result of the regular monitoring. Wherever considered appropriate RailTel may conduct an inquiry either Suo- moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the successful bidder or not. The CSP shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the CSP in successful implementation and thereafter maintenance of services / works as per the conditions mentioned in this EOI document, the PBG(s) of CSP available with RailTel can be forfeited.

18. Dispute Settlement

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

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

18.3. All arbitration proceedings shall be conducted in English.

19. Governing Laws

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

20. Statutory Compliance

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

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

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

21. Intellectual Property Rights

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

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

22. Severability

22.1. In the event any provision of this EOI and subsequent contract with CSP is held invalid or not enforceable by a court of competent jurisdiction, such provision shall be considered separately and such determination shall not invalidate the other provisions of the contract and Annexure/s which will be in full force and effect.

23. Force Majeure

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

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

breach, claims, and damages against the other, in respect of non-performance or delay in performance as a result of ForceMajeure leading to such termination.

24. Indemnity

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

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

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

25. Limitation of Liability towards RailTel

25.1. The CSP liability under the contract shall be determined as per the Law in force for the time being. The CSP shall be liable to RailTel for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the CSP and its employees (direct or indirect), including loss caused to RailTel on account of defect in goods or deficiency in services on the part of CSP or his agents or any person / persons claiming through under said CSP, However, such liability of the CSP

shall not exceed the total value of the contract.

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

26. Confidentiality cum Non-disclosure

26.1. The Receiving Party agrees that it will not disclose to third party/parties any information belonging to the Disclosing Party which is provided to it by the Disclosing Party before, during and after the execution of this contract. All such information belonging to the Disclosing Party and provided to the Receiving Party shall be considered Confidential Information. Confidential Information includes prices, quotations, negotiated issues made before the execution of the contract, design and other related information. All information provided by Disclosing Party to the Receiving Party shall be considered confidential even if it is not conspicuously marked as confidential.

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

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

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

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

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

27. Assignment

27.1. Neither this contract nor any of the rights, interests or obligations under this contract shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior

written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this contract will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

28. Insurance

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

29. Exit Management

29.1. Exit Management Purpose

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

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

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

29.3. Employees : Promptly on reasonable request at any time during the exit management period, the CSP shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide RailTel a list of all employees (with job titles and communication address), dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the CSP, RailTel or the replacing vendor

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

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

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

30. Waiver

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

31. Changes in Contract Agreement

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

32. Liquidated Damages:

Railtel will levy the liquidated damages imposed by BELTRON on completely back-to-back basis and on value terms. For example, if BELTRON levies LD of Rs 2 Lakhs to RailTel, then RailTel will recover the entire 2 Lakhs from the bidder. Bidders are advised to thoroughly check CoR's RFP & Its LD Clause.

33. Service Legal Agreement/Penalty:

Selected bidder has to follow CoR's RFP & its SLA Terms & Railtel will levy the Penalty on completely back-to-back basis and on value terms. For example if BELTRON levies penalty of Rs 2 Lakhs to RailTel, then RailTel will recover the entire 2 Lakhs from the bidder. Bidders are advised to thoroughly check CoR's RFP & Its LD Clause.

Annexure - 01

EOI COVER LETTER
(On Organization Letter Head)

To,
Executive Director/East
RailTel Corporation of India Limited,
19th Floor, Aurora Waterfront Building,
Plot no. 34/1, Block -GN, Sector - V,
Salt Lake City, Kolkata -700091, West Bengal

Ref: 1. CoR NIT No: 9708/2022 Dated: 07/12/2022
2. RailTel's EOI Ref: RAILTEL/EOI/ER/Bihar-EKN/MKT/2023-24/XXX

Dear Sir/Madam,

1. I, the undersigned, on behalf of M/s, having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI and all the terms and conditions thereof, including corrigendum issued till last date of submission of EOI. It is also undertaken and submitted that we are in abidance of Clause 4 (from Clause 4.1 to Clause 4.11) of EOI.
2. I agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals, for a period of 210 days from the date fixed for submission of Proposals as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Commercially Suitable Partner (CSP) for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
4. I undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the contract document.
5. Until a formal Purchase Order or Contract is prepared and executed, this Bid and supplement / additional documents submitted (if any), together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. I hereby undertake and give unconditional acceptance for compliance of all terms & conditions of CoR RFP issued vide ref no. **NIT No: 9708/2022 Dated: 07/12/2022** on e-tender Portal (<https://eproc2.bihar.gov.in/>), against this EOI based customer's requirement.

7. I hereby undertake that there will be no deviation from the Terms and Conditions of EOI and CoR 's RFP issued vide ref no. **NIT No: 9708/2022 Dated: 07/12/2022** on e-tender Portal (<https://eproc2.bihar.gov.in/>),

Signature of Authorised Signatory Name

Designation

Annexure - 02

Local Content Compliance
(On Organization Letter Head)

To,
Executive Director/East
RailTel Corporation of India Limited,
19th Floor, Aurora Waterfront Building,
Plot no. 34/1, Block -GN, Sector - V,
Salt Lake City, Kolkata -700091, West Bengal

Ref: 1. CoR NIT No: 9708/2022 Dated: 07/12/2022
2. RailTel's EOI Ref: RAILTEL/EOI/ER/Bihar-EKN/MKT/2023-24/XXX

Dear Sir/Ma'am,

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

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

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

Signature of Authorised Signatory

Name Designation

Annexure - 03**CHECKLIST OF DOCUMENTS FOR BID SUBMISSION**

(On Organization Letter Head)

To,
 Executive Director/East
 RailTel Corporation of India Limited,
 19th Floor, Aurora Waterfront Building,
 Plot no. 34/1, Block -GN, Sector - V,
 Salt Lake City, Kolkata -700091, West Bengal

Ref: 1. CoR NIT No: 9708/2022 Dated: 07/12/2022
 2. RailTel's EOI Ref: RAILTEL/EOI/ER/Bihar-EKN/MKT/2023-24/XXX

S. No.	Document
1	EOI Cover Letter (Annexure-01)
2	Local Content Compliance & Percentage Amount (Annexure-02)
3	EMD as per EOI document
4	This EOI copy duly Signed and Stamped by the Authorised Signatory of Bidder
5	All Annexure/ Appendices/Formats/ Declarations as asked in EOI addressing to RailTel.
6	Compliance of eligibility criteria related documents as per Clause 3
7.	MAF of all major OEMs as asked.
8	Any relevant document found suitable by bidder

Note:

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

Annexure - 04**UnPriced BOQ**

(On Letter Head)

To,
Executive Director/East
RailTel Corporation of India Limited,
19th Floor, Aurora Waterfront Building,
Plot no. 34/1, Block -GN, Sector - V,
Salt Lake City, Kolkata -700091, West Bengal

Ref: 1. CoR NIT No: 9708/2022 Dated: 07/12/2022
2. RailTel's EOI Ref: RAILTEL/EOI/ER/Bihar-EKN/MKT/2023-24/XXX

S/N	Head	Components	Make	Model	HSN Code
1	Major Components at State Data Center	Centralized Networking Solution	InfinityLabs	Infinxt-5DWAN-iEDGE-1000-5Y PRM and other	
2		Network monitoring, reporting and helpdesk solution at centralized location	Mota data	MD-ET-IIP MD-ET-NCM MD-ET-OAP MD-ET-SD-Base MD-ET-AM	
3		Supply, Installation, Testing & Commissioning of IP-PBX System equipped with minimum requirements: SIP/IP Extension- 15 Nos. PRI Card (30 Ch)- 1 Nos. 8 Port Auto attendant with voicemail 5 ACD licenses, 1 No. Operator console All extensions to be equipped with soft licenses.	Alcatel	OmniPCX	
4		Supply, Installation, Testing & Commissioning of IP Phone.	Alcatel	H2P	
5	Components at Colleges	Edge Device at Campus which includes reporting of all managed devices for the site	InfinityLabs	Infinxt-SDWAN-iEDGE-100-5Y-PRM and other	
6		Distribution Switch - L3 Switch	CISCO	C9300-48S-E	
7		Distribution Switch - L3 Switch (Type A)	CISCO	C9300-24S-E	
8		Distribution Switch - L3 Switch (Type B)	CISCO	C9300X-12Y-E	

S/N	Head	Components	Make	Model	HSN Code
9		Access Switch- 16 port L2 PoE (Type A)	CISCO	C9200L-24P-4G-E	
10		Access Switch- 8 port L2 PoE (Type B)	CISCO	C9200L-24P-4G-E	
11		Access Switch- 48 port L2	CISCO	C9200L-48T-4G-E	
12		Access Switch- 24 port L2 (Type - A)	CISCO	C9200L-24T-4G-E	
13		Access Switch- 16 port L2 (Type - B)	CISCO	C9200L-24T-4G-E	
14		Access Switch- 12 port L2 (Type - C)	CISCO	C9200L-24T-4G-E	
15		Access Switch- 8 port L2 (Type - D)	CISCO	C9200L-24T-4G-E	
16		Wireless Controller System (H/w or S/w) Managing single SSID authentication in campus	CISCO	C9800-L-F-K9	
17		Wi-Fi Indoor AP (With Mounting Kit + Antenna + Accessories)	CISCO	C9105AXI-D	
18		Rugged Wi-Fi Outdoor AP (With Mounting Kit + Antenna + Accessories)	CISCO	C9124AXI-ROW	
19		32 U Rack (with Redundant PDU) and Rack Earthing	Rontel	RI/ 32U / 800W /1000D	
20		6 U rack (With PDU and all accessories)	Rontel	RI/ 6U / 500W / 430D	
21		5 KVA UPS with battery bank	Numeric	Onfiniti	
22		1 KVA UPS with battery bank	Numeric	Onfiniti	
23		Low end Rack server	Dell	PowerEdge R750	
24		1.5 Ton Air Conditioner	Oneiric	Standard	
25		75-inch Smart Interactive Board with OPS	As per Customers Technical Specs	As per Customers Technical Specs MAF for more than one OEM allowed here	
26		VC Codec	As per Customers Technical Specs	should be integrated with BELTRONS's current MCU MAF for more than one OEM allowed here	

S/N	Head	Components	Make	Model	HSN Code
27		USB based PTZ camera	As per Customers Technical Specs	should be integrated with BELTRONS's current MCU MAF for more than one OEM allowed here	
28		Portable Speaker Phone	As per Customers Technical Specs	should be integrated with BELTRONS's current MCU MAF for more than one OEM allowed here	
29		Civil Works- (Aluminum & Glass partitioning of server room, customized bracket for all access points)	Standard	Standard	
30		Workstation	Dell	OptiPlex-3000	
31		8 Port NVR with 8 no's of CCTV camera	SPARSH	SPARSH/ SC-IB20D-32 SPARSH / SR-NP08 F601-H	
32		Suitable Electrical wiring with conduit & all required material	Standard	Standard	
33	Cable Requirement	Cat 6 UTP Double jacket cable	Commscooe	1-1967222-1	
34		Patch Cord U/UTP Cat 6	Commscooe	2225151-x	
35		Fiber Optics Rack Mount LIU (24 Port)	Commscope	DS-FMS-008	
36		6 Core OFC cable with accessories	Commscooe	1-2121106-4	
37		19" 1U 24 port unshielded Patch Panel	Commscooe	PP-6-UDDM-SL	
38		IO Box for CAT 6 termination	Commscope	235001-1	
39		Conduit for CAT-6 Cabling	Standard	Standard	
40		OFC Route Indicators	Standard	Standard	
41		HDPE Pipe for fiber laying	Standard	Standard	
42		Cat 6 laying	Standard	Standard	
43		OFC laying	Standard	Standard	

Annexure – 04-A**Commercial Bid****To be uploaded as per BOQ Format in RailTel eNivida Portal.**

To,
Executive Director/East
RailTel Corporation of India Limited,
19th Floor, Aurora Waterfront Building,
Plot no. 34/1, Block -GN, Sector - V,
Salt Lake City, Kolkata -700091, West Bengal

Ref: 1. CoR NIT No: 9708/2022 Dated: 07/12/2022
2. RailTel's EOI Ref: RAILTEL/EOI/ER/Bihar-EKN/MKT/2023-24/XXX

Dear Sir,

S/N	Head	Components	Make	Model	UoM	Qty (Q)	CAPEX Cost		OPEX Cost	
							Unit Rate	Total Amount (without Tax)	Per Unit Per Year Support Cost	Total Support Cost for 5 Years (without Tax)
1	Major Components at State Data Center	Centralized Networking Solution	InfinityLabs	Infinxt-5DWAN-iEDGE-1000-5Y PRM and other	No's	1	23,14,431.48	23,14,431.48	1,15,721.57	5,78,607.85
2		Network monitoring, reporting and helpdesk solution at centralized location	Mota data	MD-ET-IIP MD-ET-NCM MD-ET-OAP MD-ET-SD-Base MD-ET-AM	No's	1	88,04,276.70	88,04,276.70	4,40,213.26	22,01,066.30

S/N	Head	Components	Make	Model	UoM	Qty (Q)	CAPEX Cost		OPEX Cost	
							Unit Rate	Total Amount (without Tax)	Per Unit Per Year Support Cost	Total Support Cost for 5 Years (without Tax)
3		Supply, Installation, Testing & Commissioning of IP-PBX System equipped with minimum requirements: SIP/IP Extension- 15 Nos. PRI Card (30 Ch)- 1 Nos. 8 Port Auto attendant with voicemail 5 ACD licenses, 1 No. Operator console All extensions to be equipped with soft licenses.	Alcatel	OmniPCX	Lot	1	1,52,641.00	1,52,641.00	7,632.00	38,160.00
4		Supply, Installation, Testing & Commissioning of IP Phone.	Alcatel	H2P	No's	9	2,594.88	23,353.92	129.74	5,838.30
5	Components at Colleges	Edge Device at Campus which includes reporting of all managed devices for the site	InfinityLabs	Infinxt-SDWAN-iEDGE-100-5Y-PRM and other	No's	82	1,51,018.20	1,23,83,492.40	7,550.91	30,95,873.10
6		Distribution Switch - L3 Switch	CISCO	C9300-48S-E	No's	1	4,99,719.70	4,99,719.70	24,985.98	1,24,929.90
7		Distribution Switch - L3 Switch (Type A)	CISCO	C9300-24S-E	No's	13	4,10,416.91	53,35,419.83	20,520.85	13,33,855.25
8		Distribution Switch - L3 Switch (Type B)	CISCO	C9300X-12Y-E	No's	68	4,10,416.91	2,79,08,349.88	20,520.84	69,77,085.60
9		Access Switch- 16 port L2 PoE (Type A)	CISCO	C9200L-24P-4G-E	No's	45	66,161.04	29,77,246.80	3,308.00	7,44,300.00
10		Access Switch- 8 port L2 PoE (Type B)	CISCO	C9200L-24P-4G-E	No's	490	54,019.30	2,64,69,457.00	2,700.96	66,17,352.00

S/N	Head	Components	Make	Model	UoM	Qty (Q)	CAPEX Cost		OPEX Cost	
							Unit Rate	Total Amount (without Tax)	Per Unit Per Year Support Cost	Total Support Cost for 5 Years (without Tax)
11		Access Switch- 48 port L2	CISCO	C9200L-48T-4G -E	No's	345	65,491.72	2,25,94,643.40	3,274.59	56,48,667.75
12		Access Switch- 24 port L2 (Type - A)	CISCO	C9200L-24T-4G-E	No's	295	52,658.51	1,55,34,260.45	2,633.00	38,83,675.00
13		Access Switch- 16 port L2 (Type - B)	CISCO	C9200L-24T-4G-E	No's	23	52,658.51	12,11,145.73	2,633.00	3,02,795.00
14		Access Switch- 12 port L2 (Type - C)	CISCO	C9200L-24T-4G-E	No's	41	52,658.51	21,58,998.91	2,633.00	5,39,765.00
15		Access Switch- 8 port L2 (Type - D)	CISCO	C9200L-24T-4G-E	No's	77	57,835.30	44,53,318.10	2,893.63	11,14,047.55
16		Wireless Controller System (H/w or S/w) Managing single SSID authentication in campus	CISCO	C9800-L-F-K9	No's	82	4,56,225.70	3,74,10,507.40	22,811.28	93,52,624.80
17		Wi-Fi Indoor AP (With Mounting Kit + Antenna + Accessories)	CISCO	C9105AXI-D	No's	1981	16,112.68	3,19,19,219.08	805.63	79,79,765.15
18		Rugged Wi-Fi Outdoor AP (With Mounting Kit + Antenna + Accessories)	CISCO	C9124AXI-ROW	No's	98	47,629.02	46,67,643.96	2,381.45	11,66,910.50
19		32 U Rack (with Redundant PDU) and Rack Earthing	Rontel	RI/ 32U / 800W /1000D	No's	82	26,507.46	21,73,611.72	1,325.37	5,43,401.70
20		6 U rack (With PDU and all accessories)	Rontel	RI/ 6U / 500W / 430D	No's	778	2,938.32	22,86,012.96	146.92	5,71,518.80
21		5 KVA UPS with battery bank	Numeric	Onfiniti	No's	82	90,057.60	73,84,723.20	4,502.88	18,46,180.80
22		1 KVA UPS with battery bank	Numeric	Onfiniti	No's	778	30,222.72	2,35,13,276.16	1,511.14	58,78,334.60

S/N	Head	Components	Make	Model	UoM	Qty (Q)	CAPEX Cost		OPEX Cost	
							Unit Rate	Total Amount (without Tax)	Per Unit Per Year Support Cost	Total Support Cost for 5 Years (without Tax)
23		Low end Rack server	Dell	PowerEdge R750	No's	82	3,22,456.58	2,64,41,439.56	16,122.83	66,10,360.30
24		1.5 Ton Air Conditioner	Oneiric	Standard	No's	82	38,160.00	31,29,120.00	1,908.00	7,82,280.00
25		75-inch Smart Interactive Board with OPS	As per Customers Technical Specs	As per Customers Technical Specs	No's	164	1,21,997.52	2,00,07,593.28	6,099.88	50,01,901.60
26		VC Codec	As per Customers Technical Specs	should be integrated with BELTRONS's current MCU	No's	82	1,85,761.85	1,52,32,471.70	9,288.09	38,08,116.90
27		USB based PTZ camera			No's	82	26,712.00	21,90,384.00	1,335.60	5,47,596.00
28		Portable Speaker Phone			No's	82	11,409.84	9,35,606.88	570.49	2,33,900.90
29		Civil Works- (Aluminum & Glass partitioning of server room, customized bracket for all access points)	Standard	Standard	No	82	21,600.00	17,71,200.00	1,080.00	4,42,800.00
30		Workstation	Dell	OptiPlex-3000	No's	82	53,340.81	43,73,946.42	2,667.04	10,93,486.40
31		8 Port NVR with 8 no's of CCTV camera	SPARSH	SPARSH/ SC-IB20D-32 SPARSH / SR-NP08 F601-H	No's	82	28,391.04	23,28,065.28	1,419.55	5,82,015.50
32		Suitable Electrical wiring with conduit & all required material	Standard	Standard	Rmtr	6560	752.40	49,35,744.00	37.62	12,33,936.00
33	Cable	Cat 6 UTP Double jacket cable	CommScope	1-1967222-1	Rmtr	629759	25.19	1,58,63,629.21	1.26	39,67,481.70

S/N	Head	Components	Make	Model	UoM	Qty (Q)	CAPEX Cost		OPEX Cost	
							Unit Rate	Total Amount (without Tax)	Per Unit Per Year Support Cost	Total Support Cost for 5 Years (without Tax)
34		Patch Cord U/UTP Cat 6	CommScope	2225151-x	No's	58288	83.95	48,93,277.60	4.20	12,24,048.00
35		Fiber Optics Rack Mount LIU (24 Port)	CommScope	DS-FMS-008	Unit	228	5,495.04	12,52,869.12	274.75	3,13,215.00
36		6 Core OFC cable with accessories	CommScope	1-2121106-4	Mtr	17440	19.08	3,32,755.20	0.95	82,840.00
37		19" 1U 24 port unshielded Patch Panel	CommScope	PP-6-UDDM-SL	Unit	1206	2,747.52	33,13,509.12	137.38	8,28,401.40
38		IO Box for CAT 6 termination	CommScope	235001-1	Unit	25144	145.01	36,46,131.44	7.25	9,11,470.00
39		Conduit for CAT-6 Cabling	Standard	Standard	Mtr	629759	12.24	77,08,250.16	0.61	19,20,764.95
40		OFC Route Indicators	Standard	Standard	No's	253	144.00	36,432.00	7.20	9,108.00
41		HDPE Pipe for fiber laying	Standard	Standard	Mtr	17440	34.56	6,02,726.40	1.73	1,50,856.00
42		Cat 6 laying	Standard	Standard	Mtr	629759	10.80	68,01,397.20	0.54	17,00,349.30
43		OFC laying	Standard	Standard	Mtr	17440	108.00	18,83,520.00	5.40	4,70,880.00
44	Manpower	Operation Manager			No.	1			49,950.00	29,97,000.00
45		L2 Engineer – Network Expert			No.	1			34,965.00	20,97,900.00
46		Server Administrator cum Content Management Specialist			No.	1			24,975.00	14,98,500.00
47		L1 Engineer			No.	9			19,980.00	1,07,89,200.00
48		Total CAPEX Cost (without Tax)							36,98,55,818.35	

S/N	Head	Components	Make	Model	UoM	Qty (Q)	CAPEX Cost		OPEX Cost	
							Unit Rate	Total Amount (without Tax)	Per Unit Per Year Support Cost	Total Support Cost for 5 Years (without Tax)
49	Total OPEX Cost (without Tax)							10,98,43,162.90		
50	Total Estt Value for 5 Years (withoutTax)							47,96,98,981.25		
Rate to be quoted in percentage [Above (+)/Below(-) /At par] of the Total Estimated Cost (IN FIGURES)										
Rate to be quoted in percentage [Above (+)/Below(-) /At par] the Total Estimated cost (IN WORDS)										

NOTE:

	Note: Prices in price bid should be quoted in the provided format. All prices should be quoted in Indian Rupees and indicated both in figure and words. Price in words shall prevail, in the event of any mismatch. If above/ below /par is not mentioned then the quoted %, then quoted %age will be treated as “below”.
	Instructions to fill the Price Bid: Bidder should provide all prices as per the prescribed format. Bidder should not leave any field blank.

Commercial Bid for Dismantling/Shifting/Reinstallation - Rate Exploration						
S/N	Head	Components	Qty (Q)	Unit Rate (without tax)	Rate to be quoted in percentage [Above (+)/Below(-) /At par] of the Total Estimated Cost (IN FIGURES)	Rate to be quoted in percentage [Above (+)/Below(-) /At par] of the Total Estimated Cost (IN Word)
1	Dismantling	License for centralized monitoring solution for IP Nodes	1	5,197.50		
2		Dismantling charges of Racks	1	900.00		
3		Dismantling charges of UPS and batteries-1 KVA	1	1,080.00		
4		Dismantling charges of UPS and batteries-5KVA	1	2,700.00		
5		Dismantling charges of Indoor APs	1	90.00		
6		Dismantling charges of Outdoor Aps	1	90.00		
7		Dismantling of Switches	1	180.00		
8		Dismantling of Acs	1	900.00		
9		Dismantling of Smart interactive Board	1	450.00		
10		Shifting charges of Rack	1	450.00		
11		Shifting charges of UPS and Batteries- 1KVA	1	900.00		
12		Shifting charges of UPS and Batteries- 5 KVA	1	2,700.00		
13		Shifting charges of Indoor APs	1	90.00		
14		Shifting charges of Outdoor Aps	1	90.00		
15		Shifting Charges of Switches	1	90.00		
16		Shifting and reinstallation charges of Server	1	4,500.00		
17		Shifting of Acs	1	900.00		
18		Shifting of Smart interactive Board	1	900.00		
19		Reinstallation of Rack	1	450.00		

Commercial Bid for Dismantling/Shifting/Reinstallation - Rate Exploration						
S/N	Head	Components	Qty (Q)	Unit Rate (without tax)	Rate to be quoted in percentage [Above (+)/Below(-) /At par] of the Total Estimated Cost (IN FIGURES)	Rate to be quoted in percentage [Above (+)/Below(-) /At par] of the Total Estimated Cost (IN Word)
20		Reinstallation of UPS and Battery- 1KVA	1	720.00		
21		Reinstallation of UPS and Battery- 5 KVA	1	900.00		
22		Reinstallation of indoor APs	1	450.00		
23		Reinstallation of Switches	1	270.00		
24		Installation of CAT cables per meter	1	18.00		
25		Installation of OFC cables per meter	1	18.00		
26		Reinstallation of outdoor APs	1	450.00		
27		Reinstallation of Smart Interactive board	1	900.00		
28		Reinstallation of AC	1	4,500.00		

Note: The cost discovered here is for bid evaluation purpose only. Bidder needs to carry out dismantling, shifting including arrange of transportation if any and re installation of dismantled equipment/new equipment in place of dismantled equipment for sites as and when required basis. Cost of such activities will be paid based on pro-rata. If above/ below /par is not mentioned then the quoted %, then quoted %age will be treated as “below”.

PROFORMA FOR PERFORMANCE BANK GUARANTEE
(On Stamp Paper of ₹ One Hundred)

To,
Executive Director/East
RailTel Corporation of India Limited,
19th Floor, Aurora Waterfront Building,
Plot no. 34/1, Block -GN, Sector - V,
Salt Lake City, Kolkata -700091, West Bengal

Ref: 1. CoR NIT No: 9708/2022 Dated: 07/12/2022
2. RailTel's EOI Ref: RAILTEL/EOI/ER/Bihar-EKN/MKT/2023-24/XXX

Dear Sir,

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

2. We, the Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage by the said Contractor of any of terms or conditions contained in the said Agreement by reason of the Contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs (Rs Only).

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

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

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

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

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

Dated the Day of 2022 for (Name of Bank)

In the presence of Witnesses:

- | | | |
|----|---------------------|------|
| 1. | Signature With Date | Name |
| 2. | Signature With Date | Name |

Encl: SFMS PBG Report

Annexure – 06**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (this “Agreement”) is made and entered into on this ____ day of, 2022 (the “Effective Date”) at _.

By and between

RailTel Corporation of India Limited, (CIN: L64202DL2000GOI107905), a Public Sector Undertaking under Ministry of Railways, Govt. of India, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower -2, East Kidwai Nagar, New Delhi-110023 & Eastern Region Office at Executive Director/East, 19th Floor, Aurora Waterfront Building, Plot no. 34/1, Block -GN, Sector - V, Salt Lake City, Kolkata -700091, West Bengal (hereinafter referred to as 'RailTel'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of the ONE PART,

And

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

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

WHEREAS, RailTel and _____, each possesses confidential and proprietary information related to its business activities, including, but not limited to, that information designated as confidential or proprietary under Section 2 of this Agreement, as well as technical and non- technical information, patents, copyrights, trade secrets, know-how, financial data, design details and specifications, engineering, business and marketing strategies and plans, forecasts or plans, pricing strategies, formulas, procurement requirements, vendor and customer lists, inventions, techniques, sketches, drawings, models, processes, apparatus, equipment, algorithms, software programs, software source documents, product designs and the like, and third party confidential information (collectively, the “Information”);

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

WHEREAS, each Party accordingly desires to disclose certain Information (each Party, in such

disclosing capacity, the “Disclosing Party”) to the other Party (each Party, in such receiving capacity, the “Receiving Party”) subject to the terms and conditions of this Agreement.

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

1. Permitted Use.

(a) Receiving Party shall:

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

(b) The restrictions on Receiving Party’s use and disclosure of Information as set forth above

shall not apply to any Information that Receiving Party can demonstrate:

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

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

2. Designation.

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

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

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

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

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

6. Return or Destruction of Information.

(a) All Information shall remain the sole property of Disclosing Party and all materials containing any such Information (including all copies

made by Receiving Party) and its Representatives shall be returned or destroyed by Receiving Party immediately upon the earlier of:

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

for such Information.

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

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

8. Notice.

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

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

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

RailTel Corporation of India limited:

Executive Director/East

RailTel Corporation of India Limited,

19th Floor, Aurora Waterfront Building,

Plot no. 34/1, Block -GN, Sector - V,

Salt Lake City, Kolkata -700091, West Bengal

9. Term, Termination and Survivability.

(a) Unless terminated earlier in accordance with the provisions of this agreement, this Agreement shall be in full force and effect for a period of years from the effective date hereof.

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

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

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

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

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

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

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

14. CONFIDENTIALITY OF NEGOTIATIONS

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

15. REPRESENTATION

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

16. ASSIGNMENT

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

17. EMPLOYEES AND OTHERS

Each Party shall advise its Representatives, contractors, subcontractors and licensees, and shall require its Affiliates to advise their Representatives, contractors, subcontractors and licensees, of the obligations of confidentiality and non-use under this Agreement, and shall be responsible for ensuring compliance by its and its Affiliates' Representatives, contractors, subcontractors and licensees with such obligations. In addition, each Party shall require all persons and entities who

are not employees of a Party and who are provided access to the Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions no less stringent than those set forth in this Agreement. Each Party shall promptly notify the other Party in writing upon learning of any unauthorized disclosure or use of the Confidential Information by such persons or entities.

18. NO LICENSE

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

19. RELATIONSHIP BETWEEN PARTIES:

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

20. UNPUBLISHED PRICE SENSITIVE INFORMATION (UPSI)

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

21. MISCELLANEOUS.

This Agreement constitutes the entire understanding among the Parties as to the Information

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

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

Bidders Name:	RailTel Corporation of India Limited:
By	By
_ Name:	_ Name:
Title:	Title:

Witnesses:

Annexure – 07**Technical Compliance**

To,
 Executive Director/East
 RailTel Corporation of India Limited,
 19th Floor, Aurora Waterfront Building,
 Plot no. 34/1, Block -GN, Sector - V,
 Salt Lake City, Kolkata -700091, West Bengal

Ref: 1. CoR NIT No: 9708/2022 Dated: 07/12/2022
 2. RailTel's EOI Ref: RAILTEL/EOI/ER/Bihar-EKN/MKT/2023-24/XXX

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

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

Note: MAF from OEM to be provided in the name of the Bidder.

Annexure – 08

Pre-Bid Agreement

NOT APPLICABLE

Annexure – 09**FORMAT FOR AFFIDAVIT TO BE UPLOADED BY BA ALONG WITH THE EOI DOCUMENTS**

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

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

1. I/we the BA (s), am/are signing this document after carefully reading the contents.
2. I/we the BA(s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the EOI documents from RailTel website www.railtelindia.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the EOI document. In case of any discrepancy noticed at any stage i.e., evaluation of EOI, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/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 EOI, it shall lead to forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the BA)** and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.

8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT
SEAL AND SIGNATURE OF THE BA

VERIFICATION

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

DEPONENT
SEAL AND SIGNATURE OF THE BA

Place:

Dated:

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

Annexure – 10**Bank Guarantee Format (against EMD)**

Ref: 1. CoR NIT No: 9708/2022 Dated: 07/12/2022
 2. RailTel's EOI Ref: RAILTEL/EOI/ER/Bihar-EKN/MKT/2023-24/XXX

WHEREAS, _____ [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated _____ [date] Selection of Implementation Partner from RailTel Empaneled Business Associate for the work of "XX name of the work XX." [name of Contract] (hereinafter called "the Bid").

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

SEALED with the Common Seal of the said Bank this _____ day of _____ 2022.

THE CONDITIONS of this obligation are:

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

or

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

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

or

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

or

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

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date ____* days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by

the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[Signature, name, and address]

* _____ days after the end of the validity

Annexure – 11**Format for Manufacturer's Authorization Form**

(To be submitted on the Letterhead of the Manufacturer and duly signed by an authorized signatory)

Executive Director/East
 RailTel Corporation of India Limited,
 19th Floor, Aurora Waterfront Building,
 Plot no. 34/1, Block -GN, Sector - V,
 Salt Lake City, Kolkata -700091, West Bengal

Ref: 1. CoR NIT No: 9708/2022 Dated: 07/12/2022
 2. RailTel's EOI Ref: RAILTEL/EOI/ER/Bihar-EKN/MKT/2023-24/XXX

Dear Sir,

Subject: OEM Authorization Letter for "Selection of System Integrator for Implementation & management of Electronic Knowledge Network (100Mbps internet connectivity, wi-fi system and Smart Classes) in Academic / Administrative buildings of Government Engineering Colleges and Polytechnic Institutes under Department of Science & Technology, Govt. of Bihar."

We, (name and address of the manufacturer) who are established and reputed manufacturers of having factories at (addresses of manufacturing locations) do hereby authorize (name of the Bidders & address of the manufacturer) to bid, negotiate and conclude the contract with you against the above mentioned tender for the above equipment manufactured by us.

Yours faithfully,

For and on behalf of M/s (Name of the manufacturer)

Signature Name : _____

Designation Address : _____

Date : _____

Directorate Seal : _____

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it. The Bidder should complete the below given table with details of all OEMs as proposed for this assignment.

Item	Name of OEM and brand/ Make	Model no.