



RAILTEL CORPORATION OF INDIA LTD.

(A Govt. of India Enterprise)

Eastern Region Office

19th Floor, Aurora Waterfront, GN 34/1, Sector V,
Bidhannagar, Kolkata, West Bengal 700091

Corporate Office

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

**Expression of Interest for Selection of Partner from Empanelled Partners through
EXCLUSIVE PRE-BID TEAMING ARRANGEMENT:**

- 1. Business Associate (OEM/Distributor of OEM/Direct Partner of OEM) for
supply and Installation of SOR equipment &**
- 2. Business Associate for Testing & Commissioning of supplied equipment**

For

**“Supply, Installation, Testing & Commissioning of Integrated Tunnel
Communication system in Bhairabi- Kawnpui New Single Line Section of Lumding
Division.”**

EOI No: RAILTEL/ER/MKT/EOI/2022-23/RLY/007-008

DTD 07.08.2023

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.

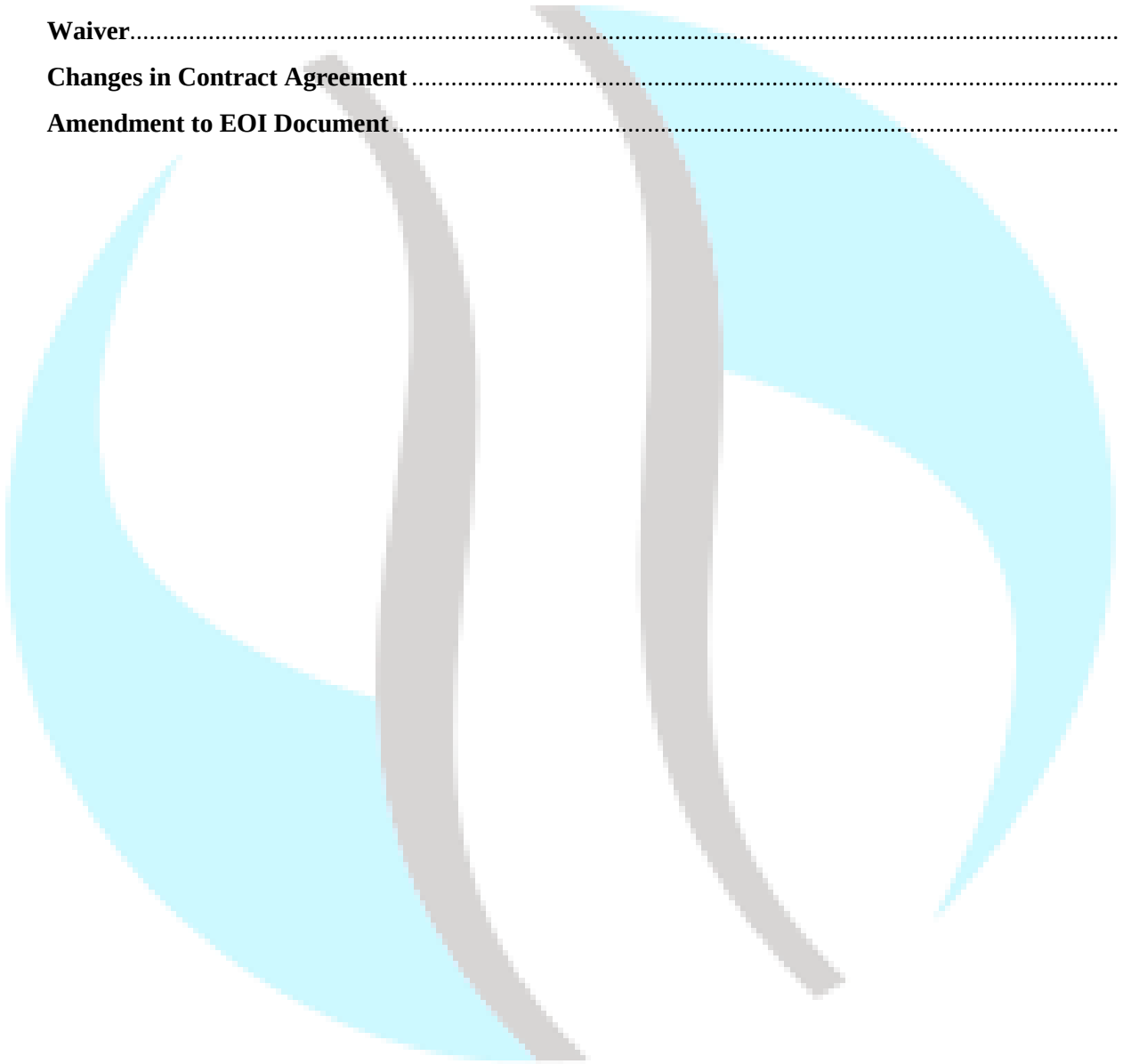
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A Government of India
Undertaking

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EOI NOTICE

RailTel Corporation of India Ltd.

19th Floor, Aurora Waterfront, GN 34/1, Sector V,
Bidhannagar, Kolkata, West Bengal 700091

EXPRESSION OF INTEREST

EOI Notice No: RAILTEL/ER/MKT/EOI/2022-23/RLY/007-008 DTD 08.08.2023

RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites EOIs from RailTel’s Empanelled Partners for Selection of Partner from Empanelled

1. Business Associate (OEM/Distributor of OEM/Direct Partner of OEM) for supply & installation and
2. Business Associate for Testing & Commissioning through EXCLUSIVE PRE-BID TEAMING ARRANGEMENT For “Supply, Installation, Testing & Commissioning of Integrated Tunnel Communication system in Bhairabi- Kawnpui New Single Line Section of Lumding Division.”

The details are as under:

1	Last date for submission of Response against EOIs by bidders	11 th August 2023 at 16:00 Hours
2	Opening of Bids of EOIs	11 th August 2023 at 16:15 Hours
3	Number of copies to be submitted for scope of work	One
4	EOI document cost inclusive tax(non-refundable)	Rs. 5900/- (Five Thousand Nine Hundred only) per tendered SOR
5	EOI processing fee inclusive tax(non-refundable)	Rs. 8850/- (Eight Thousand Eight Hundred and Fifty Only)
6	Value of EoI	SOR-A: Rs 17,07,83,134.02/- SOR-B: Rs 4,32,47,196.21/-
7	Token EOI EMD	Rs. 5,00,000/- (Five Lakhs Only) to be submitted along with EOI. (To be submitted via online bank transfer) per tendered SOR Balance EMD for SOR-A: Rs 29, 15,670 (Rupees Twenty-Nine Lakhs Fifteen Thousand Six Hundred and Seventy only) & for SOR-B: Rs 3,64,950 (Rupees Three Lakhs Sixty-Four Thousand Nine Hundred and Fifty only) shall be submitted by selected Business Associate in the form of BG/DD/online transfer, before submission of

		final bid to the end customer. (With bank SFMS report marked to Union Bank of India., IFSC Code UBIN0540161)
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Bidder can participate in either of the SOR or Both. Qualifying criteria will be checked individually as per SOR.

This will be a single stage single packet bid.

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. Rajneesh Ranjan Position: Sr. Manager/Marketing/ER

Email: rranjan@railtelindia.com Contact: +91- 9007041223

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

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

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

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

Note:

1. **RailTel reserves the right to change the above dates at its discretion.**
2. Empanelled partners are required to submit soft copy of response through Online on RailTel's e-nivida portal at <https://railtel.enivida.com> duly signed by Authorized Signatories with Company seal and stamp.
3. The EOI response is invited from eligible Empanelled Partners of RailTel only.
4. All the document must be submitted with proper indexing and page no.
5. This is an exclusive pre RFP partnership arrangement with empanelled business associate of RailTel for participating in the end customer RFP. Selected partner's authorised signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to end customer organization by RailTel). This undertaking has to be given with this EOI Response.
6. **Transfer and Sub-letting:** The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
7. No exemption/relaxation is applicable to MSME/Startups.
8. As this is a Tender specific bid on back-to-back basis. The benefits of MSME shall not be applicable on this EoI & Work Order issued basis this EoI.

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1. RAILTEL – INTRODUCTION

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

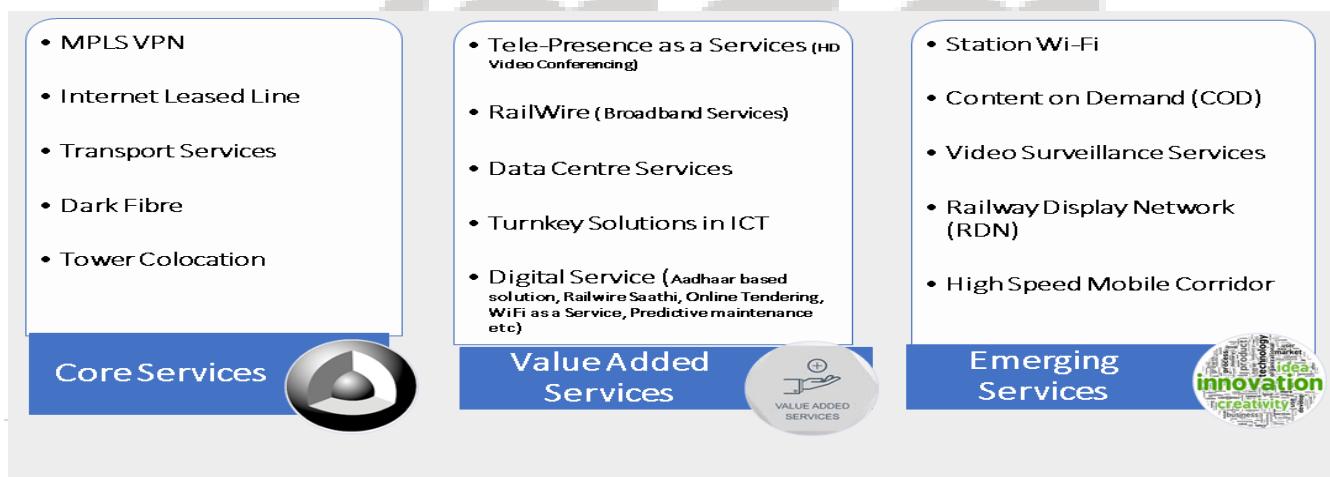
RailTel has approximately 61000 kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon and Secunderabad hosting / collocating critical applications. RailTel is also providing Telepresence as a Service (TPaaS), where a High-Definition Video Conference facility bundled with required BW is provided as a Service.

For ensuring efficient administration across India, country has been divided into four regions namely, Eastern, Northern, Southern & Western each headed by Executive Director and Headquartered at Kolkata, New Delhi, Secunderabad & Mumbai respectively. These regions are further divided into territories for efficient working. RailTel has territorial offices at Guwahati, & Bhubaneswar in East, Chandigarh, Jaipur, Lucknow in North, Chennai & Bangalore in South, Bhopal, and Pune & Ahmedabad in West. Various other territorial offices across the country are proposed to be created shortly.

RailTel's business service lines can be categorized into three heads namely B2G/B2B (Business to Government and Business to Business) and B2C (Business to customers):

Licenses & Service portfolio:

Presently, RailTel holds Infrastructure Provider -1, National Long-Distance Operator, International Long-Distance Operator and Internet Service Provider (Class-A) licenses under which the following services are being offered to various customers:



- National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

b) Enterprise Services

- Managed Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
- MPLS VPN: Layer-2 & Layer-3 VPN available for granularities from 2 Mbps & above
- Dedicated Internet Bandwidth: Experience the "Always ON" internet connectivity at your fingertips in granularities 2 Mbps to several Gbps

c) DATA CENTER

Infrastructure as a service (IaaS), Hosting as Services, Security operation Centre as a Service (SOCaaS): RailTel has MeitY empanelled two Tier-III data centres in Gurgaon & Secunderabad. Presently RailTel is hosting critical applications of Indian Railways, Central & State government/ PSUs applications. RailTel will facilitate Government's applications / Hosting services including smooth transition to secured state owned RailTel's Data Centers and Disaster Recovery Centres. RailTel also offers SOC as a Service 'SOCaaS'. In addition, RailTel offers VPN client services so that employees can seamlessly access government's intranet, applications securely from anywhere without compromising security.

d) High-Definition Video Conference:

RailTel has unique service model of providing high-definition video conference bundled with Video Conference equipment, bandwidth and FMS services to provide end to end seamless services on OPEX model connecting HQ with other critical offices. RailTel also offers application-based video conference solution for employees to be productive specially during this pandemic situation.

e) Retail Services – RailWire

RailWire: Triple Play Broadband Services for the Masses. RailTel has unique model of delivering broadband services, wherein local entrepreneurs are engaged in delivering &

maintaining broadband services and upto 66% of the total revenues earned are shared to these local entrepreneurs in the state, generating jobs and revitalizing local economies. On date RailTel is serving approx. 5,00,000 subscribers on PAN Indian basis. RailTel can provide broadband service across– Government PSU or any organization's officers colonies and residences.



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 intends to participate in Tender floated by end Customer Organization or "CoR" (here after referred to as 'CoR') for *"Supply, Installation, Testing & Commissioning of Integrated Tunnel Communication system in Bhairabi- Kawnpui New Single Line Section of Lumding Division"* and accordingly seeks to select suitable partners for exclusive pre-bid arrangement.

RailTel invites EOIs from RailTel's Empanelled OEM/Distributor of OEM/Direct Partner of OEM for supply and Installation of required materials and RailTel's Empanelled Partners for Testing & Commissioning of the Equipments under RailTel's direct supervision, for participating in above mentioned work for the agreed scope work. The empanelled partner is expected to have excellent execution capability and good understanding of customer local environment.

Bidder has to agree to comply with all technical & Financial criteria/documentation including MAF, Technical certificates/others as per end-to-end requirement. Bidder for supply of equipment has to submit MAF of items of the proposed solution and other documents required in favour of RailTel against the proposed products. The selected Bidder has to facilitate sign MoU from the OEM in the name of RailTel for bidding in the concerned tender of CoR, if their proposed solution is quoted to the customer.



3. SCOPE OF WORK

3.1 SCOPE OF WORK:

RailTel invites EOIs from RailTel's Empanelled OEM/Distributor of OEM/Direct Partner of OEM for supply & Installation of required materials and RailTel's Empanelled Partners for Testing & Commissioning of the Equipments under RailTel's direct supervision, for participating in above mentioned work for the agreed scope work.

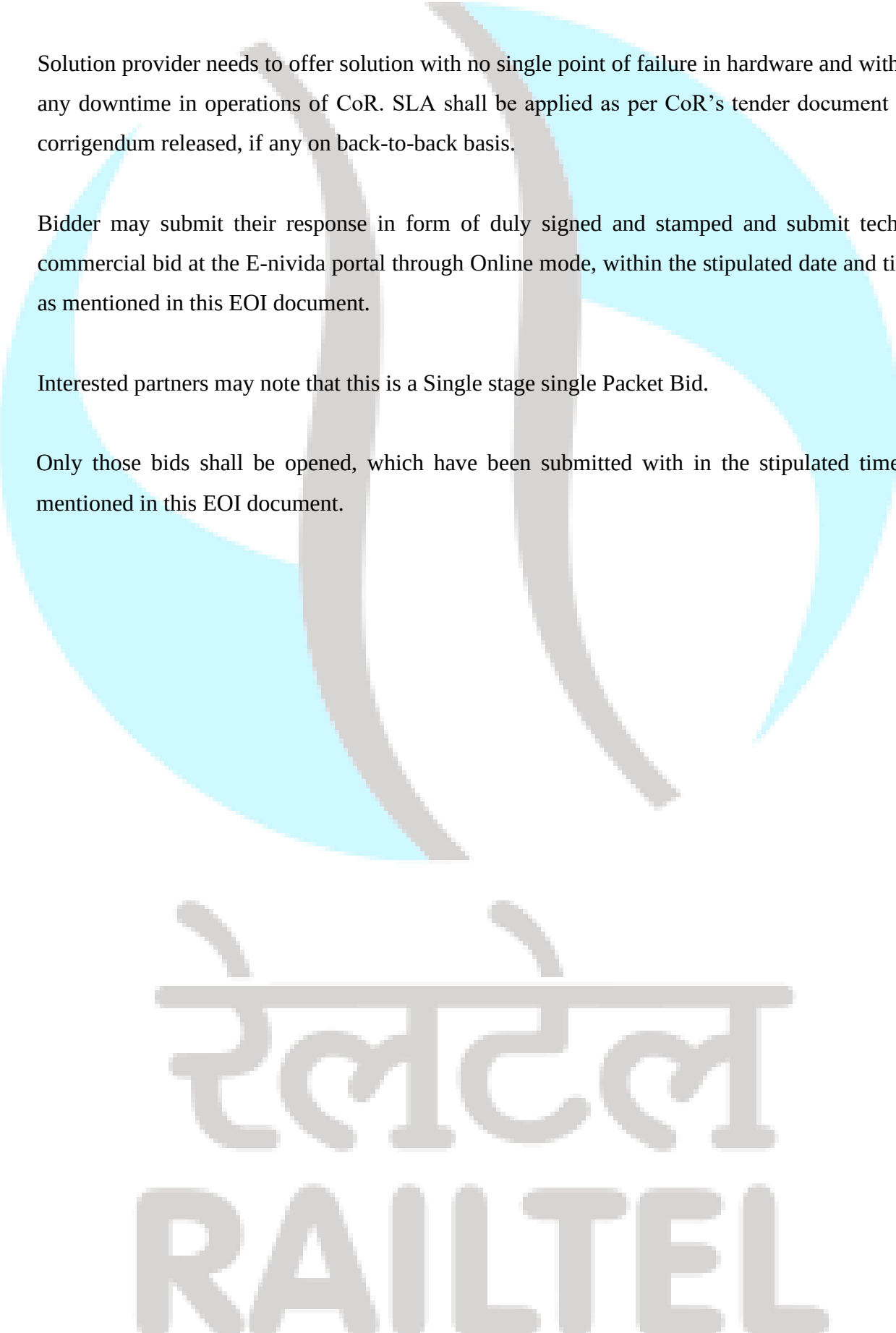
The brief scope of work is provided below for reference (For supply; SOR-A): -

- i) Provision of Supply & Installation of VHF Simplex Radio System with accessories for station to tunnel, tunnel to tunnel, within tunnels, station to station and tunnel/station to space between two tunnels (wherever isolation is possible) communication within block section. Further no communication should be possible between two radios from one block section to another block section.
- ii) Provision of Supply & Installation of IT Data Networking Infrastructure, PA & Emergency/ SOS Call Points system.
- iii) Provision of Supply & Installation of IP based CCTV Surveillance System.

The brief scope of work is provided below for reference (For Installation, Testing & Commissioning; SOR-B): -

- i) Provision of Testing & Commissioning of VHF Simplex Radio System with accessories for station to tunnel, tunnel to tunnel, within tunnels, station to station and tunnel/station to space between two tunnels (wherever isolation is possible) communication within block section. Further no communication should be possible between two radios from one block section to another block section.
- ii) Provision of Testing & Commissioning of IT Data Networking Infrastructure, PA & Emergency/ SOS Call Points system.
- iii) Provision of Testing & Commissioning of IP based CCTV Surveillance System.

Special Note: RailTel may retain some portion of the work where RailTel has competence so that overall proposal becomes most winnable proposal. Allotment of LOA as per CoR shall be done in Lot wise as per CoR.

- 
- 3.2 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.
- 3.3 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.
- 3.4 Interested partners may note that this is a Single stage single Packet Bid.
- 3.5 Only those bids shall be opened, which have been submitted with in the stipulated time as mentioned in this EOI document.

4. PARTNER SELECTION CRITERIA FOR SOR-A

- 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
- 4.2 The interested bidder should be OEM/Distributor of OEM/Direct Partner of OEM.
- 4.3 The interested bidder should submit Documentary proof to establish OEM/Distributor of OEM/Direct Partner of OEM criteria.
- 4.4 The interested bidder should submit Earnest Money Deposit (EMD), in the format as mentioned in this EOI document along with the bid.
- 4.5 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.
- 4.6 The bidder has to mandatorily provide signed MoU copies in the provided format.
- 4.7 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.
- 4.8 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.
- 4.9 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:
- 4.10 The interested bidder should not be seeking / extending / exploring similar arrangements / engagements with any other organization except RailTel, for the CoR tender.
- 4.11 The interested partner should have a valid Goods and Service Tax Identification Number (GSTIN), as on the last date of submission of EOI.

5. PARTNER SELECTION CRITERIA FOR SOR-B

5.1 Stage-I: Technical Bid contains following

(i) Eligibility Criteria

S.No.	Type	Description	Document Required
1	Existence/ Origin	The company must be registered in India.	Certificate of Incorporation
2	General	The company must: I. have valid PAN card. II. have been registered with GST. III. has paid ITR for last 3 financial year ending 31st March 2023. If FY 22-23 return has not been finalized at least last previous 3 FY.	Copy of PAN Card. Copy of GST registration certificate. Copy of ITR filed.
3	Turnover	The bidder must have cumulative turnover at least 150% of SOR-B in the last three financial year ending 31 st March 2023.	Balance Sheet & CA certificate
4	Net Worth	The bidder must have positive net worth in last 3 FY's ending 31 st March 2023.	Balance Sheet & CA certificate
5	Experience	The bidder must have executed similar work in last 5 years ending ending date of submission of proposal, as 1. One Similar work, each costing not less than the amount equal to 60% of the advertised value of the tender. - OR 2. Two Similar works, each costing not less than the amount equal to 40% of the advertised value of the tender - OR 3. Three Similar works, each costing not less than the amount equal to 30% of the advertised value of the tender. Definition of similar work: The bidder shall have successfully completed at least one work similar to	Copy of Purchase/ Work Order & completion certificate issued by customer / PO issuing authority. 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.

S.No.	Type	Description	Document Required
		work of SOR in last 5 years, ending date of submission of proposal, costing not less than 15% value of work, through a works contract.	
6	Empanelment	Bidder must be empaneled with RailTel as business associate.	Copy of Empanelment letter and Empanelment PBG submitted

- ii. The interested bidder should be an Empanelled Partner with RailTel on the last date of bid submission of EOI & has to provide relevant documents
- iii. 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.
- iv. The Technical Compliance sheet provided with Hard Copy of Technical Specs.
- v. BOQ/BOM without Price quote in the attached format (Annexure 4 and Annexure 4A).
- vi. Compliance of OEM with their MAF's and all mandatory documents asked by CoR from OEM.
- vii. Unconditional Acceptance of the Tender document of CoR and any Other/General Document of CoR Tender RFP along with corrigendum and addendum.
- viii. This EOI acceptance.
- ix. Annexure Form at as mentioned in this EOI.
- x. All documents mentioned in checklist and annexures of this EOI.
- xi. 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.
- xii. Delivery Period Undertaking – As per pertinent tender floated by CoR.
- xiii. The bid should be duly signed and submitted by Authorized Signatory. The bidder has to submit notarized of non-judicial stamp paper of appropriate value Power of Attorney having authorized signatory's nomination along with board resolution in favour of power of attorney.
- xiv. The bidder has to mandatorily submit notarized Annexure-09 on non-judicial stamp paper of Rs. 100, else bid shall be summarily rejected.

5.2 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.

5.3 Based on valuation of outcome and further complying technical requirement with supporting documents of OEM MAF, datasheets, BOQ/BOM may be treated as Technically qualified partner for Stage-1.

5.4 Bidders selected will be treated as eligible for financial bid opening.

5.5 Stage-II: Financial contains following

(i) The Annexure 4 & Annexure 4 A of EOI for financial quote

5.6 For the Financial opened bid, the bidder will be selected on the lowest quote (L-1) basis for SOR as mentioned in the EOI document 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.

5.7 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.



6. COMPLIANCE REQUIREMENTS AND ELIGIBILITY CRITERIA FOR INTERESTED BIDDERS FOR SOR-B

- 6.1** 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 this EOI.
- 6.2** The interested bidder should submit Earnest Money Deposit (EMD), in the format as mentioned in this EOI document along with the bid.
- 6.3** The bidder shall have successfully completed at least one work similar to work of SOR in last 5 years, ending date of submission of proposal, costing not less than 15% value of work, through a works contract.
- 6.4** For fulfilment of above, Work Experience Certificate issued by a Govt. Department/Organisation shall be considered.
- 6.5** Further, Work Experience Certificate issued by a Public listed company shall be considered provided the company is having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, registered at least 5 years back from the date of submission of proposal and work experience certificate issued by a person authorised by the Public Listed Company to issue such certificates.
- 6.6** 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.
- 6.7** 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.
- 6.8** The bidder has to mandatorily provide all documents, in the name of RailTel Corporation of India Limited addressing "To The President of India Acting through the CSTE-Con, NF Railway".
- 6.9** 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.
- 6.10** 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.
- 6.11** 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:

- 6.12** Have controlling shareholders as his/her family members viz. spouse, son, daughter, father, mother or brother etc.in common or;
- 6.13** 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.
- 6.14** The interested bidder should not be seeking / extending / exploring similar arrangements / engagements with any other organization except RailTel, for the CoR tender.
- 6.15** The interested partner should have a valid Goods and Service Tax Identification Number (GSTIN), as on the last date of submission of EOI.
- 6.16** 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 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.



7. Proposal Preparation and Submission Cost

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

8. Delivery & Inspection

For supply of materials: All the material should be delivered at RailTel office/store (as instructed/informed during issue of Work Order) for Inspection by RailTel nominated person/agency.

9. Bid Validity Period

- 9.1. Bid of Interested partners shall remain valid for the period of 180 days from the last date of submission of EOI, as mentioned in this EOI document.
- 9.2. RailTel may request for an extension of the period of validity. The validity of the 'EMD', should also be suitably extended if called upon to do so by RailTel. The request and the responses thereto shall be made in writing through e-mail communication only. Further, whenever the bid validity extension is submitted by the interested partner, it should be ensured by interested partner that their PBG related to the empanelment should have minimum validity of 90 days from the last date of extended bid validity period.

10. Right to Terminate the Process

- 10.1. 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.

11. Language of Bid

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

12. Submission of Bid

- 12.1. The interested bidder should take into account any Corrigendum to this EOI document that may have been published before submitting their EOI response. The bid is to be submitted in the mode as mentioned in this EOI document. EOI response submitted in any other mode will not be entertained.
- 12.2. Interested bidders in their own interest are advised to submit the EOI response well in time before the last date and hence to avoid any inconvenience at the last moment.
- 12.3. An Organization / Interested Bidder can submit only 'One EOI Response'. Submission of multiple EOI Response by interested bidder(s) may lead to rejection of all of its bid.

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

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

14. Payment Terms

FOR SOR-A

A. Payment will be made on '**back-to-back**' basis i.e on receipt of payment to RailTel from customer as per following criteria

a) 70% payment would be paid after supply of all the item as per SOR-A at respective site duly inspected by RailTel Nominated Officer.

a) 20% payment will be released after successful Installation and Testing of the work at respective site & after the issue of PAC or after completion of last phase of work.

b) The following document shall be attached along with the bills:

- (i) Invoice in original and duplicate
- (ii) Delivery challan
- (iii) Inspection certificate
- (iv) Warranty certificate of the OEM/Authorized dealer.
- (v) Bidders Certificate of Dispatch
- (vi) E-way bill
- (vii) Copy of Purchase Order
- (viii) Insurance of the materials
- (ix) PAN, GST Registration Certificates

B. Final Payment

Final payment of 10% (Ten Percent) of the contract value shall be made after one year from the date of issue of PAC.

**** Any deduction/LD/Penalties levied by CoR on invoices of RailTel will be carried back-to-back and will be deducted from CSP's invoices or PBG.**

FOR SOR-B

14.1. Payment will be on '**back-to-back**' basis i.e. on receipt of payment to RailTel from customer and as per the payment terms mentioned in the pertinent CoR's RFP.

14.2. Payment will be released after receiving the invoice for the work / services and after RailTel has received the payment from CoR for the same work / services. Any deduction

/Penalties levied by CoR on invoices of RailTel will be carried back-to-back and will be deducted from CSP's invoices, subject to the cause to deduction / penalty is due to deviation in terms and conditions of service standards by the CSP.

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

15. **Performance Bank Guarantee (PBG)**

15.1. In case of successful participation by RailTel in the pertinent CoR's tender and subsequent engagements with CSP, The CSP shall at its own expense, deposit with department, within fifteen (15) days of the notification of award (done through issuance of the Purchase Order / Work Order etc.) and communicated through email, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a a Nationalized/ Commercial Scheduled Indian Bank as per the format enclosed in this EOI, payable on demand, for the due performance and fulfilment of the contract by the CSP. This PBG will be for an amount of '10 (%)' of the contract value. 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 ₹5 Lakhs, then same may be deposited through DD/RTGS/NEFT. Along with submission of PBG, CSP needs to submit PBG issuing bank's SFMS report. The SFMS report is also to be submitted in case of renewal / extension of PBG.

15.2. The PBG should have validity for a period of stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Bidder shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days. The PBG may be discharged / returned by RailTel upon being satisfied that there

has been due performance of the obligations of the CSP under the contract. However, no interest shall be payable on the PBG. In the event, CSP being unable to service the contract for whatsoever reason, RailTel would invoke the PBG at its discern. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the CSP's failure to complete its obligations under the contract. RailTel shall notify the CSP in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the CSP is in default.

- 15.3. RailTel shall also be entitled to make recoveries from the CSP's bills, PBG or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- 15.4. If the service period gets extended by virtue of extension of same by CoR, PBG should also be extended accordingly.
- 15.5. During the contract period, RailTel may issue Purchase Order(s) for the additional services ordered by CoR (in case) to RailTel.
- 15.6. 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.
- 15.7. Integrity pact in the format as per CoR to be provided by the Bidder.

16. Details of Commercial Bid / Financial Bid

- 16.1. Interested partner should submit commercial bid strictly as per the format mentioned by CoR in the pertinent tender document or subsequent corrigendum (if any).
- 16.2. The commercial bid should clearly bring out the cost of the services with detailed break-up of taxes.
- 16.3. The rates mentioned in the commercial bid of the CSP will form basis of commercial transaction between RailTel and bidder.
- 16.4. The quantity of 'Line Items' may vary at the time of placing of Purchase Order during the Contract Period, as communicated by CoR (in case) to RailTel. In such scenarios, the

‘Per Unit’ cost will be considered to arrive on contractual amount between RailTel and CSP.

- 16.5. It is also possible that CoR may surrender / increase, some or all of the quantities of service items ordered to RailTel during the contract period and accordingly the contractual amount between RailTel and CSP shall be considered, at sole discretion of RailTel.
- 16.6. It is also possible that during the contract period, CoR may raise Purchase Order to RailTel for the line items (and respective quantities) which are not mentioned in the pertinent tender of CoR. In such scenario, RailTel at its sole discretion, may extend the scope of the contract with CSP by placing order to CoR, **on back-to-back basis**.
- 16.7. In addition to the Payment Terms, all other Contractual Terms will also be on ‘**back-to-back**’ basis between RailTel and CSP, as mentioned in the pertinent CoR’s tender. MAF (Manufacturer’s Authorization Form) in the name of RailTel and another MAF in Bidders Name (separately with reference to this EOI) from the OEMs, whose product is mentioned in commercial bid format, should also be ensured by the partner. The MAF format and required content should be in-line with CoR’s tender, if specifically asked by CoR in a particular format.

17. Duration of the Contract Period

The contract duration shall be same as of CoR’s contract duration with RailTel until otherwise terminated earlier. **Indicative contract duration is 1 Years from the final date of commissioning of services 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.

18. Restrictions on ‘Transfer of Agreement’

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

19. Suspension, Revocation or Termination of Contract / Agreement

- 19.1. 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.
- 19.2. 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.

20. 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.

21. 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.

22. Statutory Compliance

22.1. 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.

22.2. 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.

23. Intellectual Property Rights

- 23.1. 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.
- 23.2. 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.

24. Severability

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

25. Force Majeure

- 25.1. 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.

- 25.2. 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.

26. Indemnity

26.1. 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.

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

27. Limitation of Liability towards RailTel

- 27.1. 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.

- 27.2. 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.

28. Confidentiality cum Non-disclosure

- 28.1. 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.

- 28.2. 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.

28.3. 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.

28.4. 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.

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

29. Assignment

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

30. 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.

31. Exit Management

31.1. 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.

31.2. 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).

31.3. 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.

31.4. 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.

32. **Waiver**

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

33. **Changes in Contract Agreement**

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

34. **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.



ANNEXURE-I: EOI FORMAT

RailTel reserves the right to reject any response received after the mentioned deadline or received with incomplete/ partial details or not as per the formats specified below. The response to the Invitation for EOI should cover the following:

1. The bidders need to submit response of their EOI, through RailTel's e-nivida portal. Letters/Offer to be addressed to the following.

Contact	Sri Maneesh Kaushal		
Designation	Group General Manager / Marketing		
Address	RailTel Corporation of India Limited, 19th Floor, Aurora Waterfront, opposite NALBAN, Sector V, Bidhannagar, Kolkata, West Bengal 700091		
E-Mail	maneesh.k@railtelindia.com		
Telephone No.	+91 33 44041440		
Mobile	+919007044110	Fax	+913344041490

2. Offer in letter in the format mentioned in **Annexure II**.
3. Check list of documents for submission given at **Annexure III**.
4. Compliance Certificate as per the format given in **Annexure IV**.
5. Proposed project execution details containing the following:

Execution plan (sample) giving details of approach and methodology, equipment to be used, manpower, etc
6. Commercials as specified in **Annexure V & VI. Technical Specification in Annexure - XV**
7. Nil-deviation certificate as per format in **Annexure VII**.
8. Copy of Invitation for EOI document' issued by RailTel, duly signed by the authorized signatory of the bidder.
9. Non-disclosure certificate as per format in **Annexure VIII**.
10. Power of Attorney specifying authorized signatory of the bidder.
11. Format for Manufactures Authorization Form (MAF) certificate in **Annexure–XI**
12. Format for Turnover & Profit & Loss Certificate in **Annexure–XII**
13. Format for Declaration for acceptance of all Terms & Conditions in **Annexure–XIII**

14. The bidder should submit dummy invoices with the breakup of price for each item of SOR in terms of Basic Unit Price, GST, Freight, Forwarding, Packing, Insurance and any other Statuary Taxes/Levies/Charges already paid or payable by the supplier shall also be quoted separately. The invoice no. should invariably contain GSTIN of each location and other statutory requirement as per GST Act. *

15. (PLEASE USE BLOCK LETTERS TO FILL THE TABLE BELOW)

DETAILS OF POINT OF CONTACT:			
First Name		Last Name	
Designation			
Official Address			
Contact Number (Office Landline)			
Mobile Number			
Official Email ID			

* Without GSTIN no. the invoice will not be entertained.

रेलटेल
RAILTEL

A Government of India
Undertaking

ANNEXURE-II: OFFER LETTER

OFFERLETTER

(To be on company letterhead)

EOI Reference No: **RAILTEL/EOI/ER/XXXXXXMKT/XXXX/XX**

To,
The Principle Executive Director
RailTel Corporation of India Ltd.
19th Floor, Aurora Waterfront,
opposite NALBAN, Sector V,
Bidhannagar, Kolkata, West
Bengal 700091

Dear Sir,

SUB: **Participation in the EOI process**

Having examined the Invitation for EOI document bearing the reference number, -----
----- dated ----- released by your esteemed organization, we, undersigned,
hereby acknowledge the receipt of the same and offer to participate in conformity with the said
Invitation for EOI document.

If our application is accepted, we undertake to abide by all the terms and conditions mentioned in the
said invitation for EOI document.

We hereby declare that all the information and supporting documents furnished as a part of our response
to the said Invitation for EOI document, are true to the best of our knowledge. We understand that in
case any discrepancy is found in the information submitted by us, our EOI is liable to be rejected.

Date: Signature with seal—

(In the box)

Name: _____

Designation: _____

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Undertaking

ANNEXURE III: CHECKLIST OF DOCUMENTS

Sl.no	Document	Submission Format	Page No
1.	Submission of PBG which submitted against Empanelment with RailTel	Photocopy of PBG	
2.	EOI Template	Annexure I	
3.	Offer Letter format	Annexure II	
4.	Checklist of documents	Annexure III	
5.	Compliance certificate format	Annexure IV	
6.	Schedule of Requirement (SOR)	Annexure V & Annexure VI	
7.	Commercial Bid Format	Annexure V & Annexure VI	
8.	Format for Nil Deviation certificate	Annexure VII	
9.	Format for Non-disclosure certificate	Annexure VIII	
10.	Format for Contract Agreement	Annexure IX	
11.	Performance Bank Guarantee Bond	Annexure X	
12.	Format for MAF's certificate	Annexure XI	
13.	Financial capacity Format	Annexure XII	
14.	Format for Declaration for acceptance of all Terms & Conditions	Annexure XIII	
15.	Technical Specifications for Materials under SOR	Annexure XV	
16.	Format for Affidavit	Annexure XIV	
17.	Signed 'Invitation for EOI document'		
18.	Power of Attorney for authorized signatory		
19.	Manpower and Skill available		
20.	Credentials (including work with RailTel/Similar work) against Eligibility criteria		
21.	Project execution approach/plan		
22.	Governance Mechanism		
23.	Management Commitment		
24.			

ANNEXURE IV: COMPLIANCE CERTIFICATE

The Principle Executive Director,
RailTel Corporation of India Ltd.

19th Floor, Aurora Waterfront, opposite
NALBAN, Sector V, Bidhannagar,
Kolkata, West Bengal 700091

Dear Sir,

Sub: EOI No: **RAILTEL/EOI/ER/XXXXXXMKT/XXXX/XX**

This is in response to the Invitation for EOI for the
“_____” (here in after referred to as “EOI”) Issued by
RailTel Corporation of India Ltd. Whereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions/stipulations as contained in the
Invitation for EOI document and the terms mentioned below:

Sl. no	Clause no	Compliance (Yes/No)
1	PROJECT DELIVERY PERIOD	
2	Non-Disclosure Certificate	
3	Performance Bank Guarantee	
4	Service Uptime	
5	Variation of Quantities	
6	Manufacturer's Authentication Form	
7	Financial capacity	
8	Technical Eligibility	
9	Validity of Offer	
10	Liquidated Damages (LD)	
11	Technical Specification as per Annexure XIV	
12	Warranty and AMC Condition	

Date: Signature with seal—

(In the box)

Name: _____

Designation: _____

ANNEXURE V : SOR-A WITH PRICE BID

S.No.	Item	Item Qty	Unit	Unit Rate	Total Value
Schedule A- Supply and Installation of VHF Simplex Radio System					
1	Master Unit for VHF simplex system	3.00	Numbers	41,96,373.70	1,25,89,121.11
2	Off-Air Channelized repeater (Bi-Directional Amplifier)	1.00	Numbers	31,47,280.06	31,47,280.06
3	Optical Remote Unit for VHF simplex system	20.00	Numbers	27,27,642.77	5,45,52,855.48
4	3KVA/ 2.7KW True On Line Rack mounted UPS	72.00	Numbers	49,648.50	35,74,692.00
5	Lithium Battery: Battery Configuration: 72V/38AH	72.00	Numbers	1,08,324.00	77,99,328.00
6	Patch Cord-10 Mtrs	44.00	Numbers	2,708.16	1,19,159.09
7	Voice Recording equipment	3.00	Numbers	3,22,390.58	9,67,171.73
8	1/2" RF Feeder Cable	1.10	Kilometre	1,80,539.00	1,98,592.90
9	N-Type Connectors for 1/2" Cable	40.00	Numbers	1,083.05	43,321.95
10	7/8" Leaky Radiating Cable	16.68	Kilometre	8,12,424.62	1,35,51,242.70
11	N-Type Connectors for 7/8" Radiating cable	40.00	Numbers	1,263.73	50,549.36
12	Stainless Steel Clamps for 7/8" Radiating Cable	3335.00	Numbers	632.03	21,07,812.38
13	Nylon Clamps for 7/8" Radiating Cable	13342.00	Numbers	415.23	55,39,954.63
14	Jumper Cables 1 mtr in 1/2"SF Cable with N-N/DM NM terminations	40.00	Numbers	2,708.16	1,08,326.45
15	2way splitter	40.00	Numbers	12,638.10	5,05,523.93
16	30dB coupler	68.00	Numbers	12,638.10	8,59,390.69
17	10W Termination Load (PIM<=-150)	68.00	Numbers	3,147.38	2,14,021.72
18	RF lighting and Surge Arrestor	6.00	Numbers	8,392.41	50,354.46
19	Log Periodic Antenna in VHF Frequency Band	6.00	Numbers	12,638.10	75,828.59
20	High Gain Directional Antenna in VHF Band at Portals	17.00	Numbers	31,594.50	5,37,106.50
21	G.I. Pipe with thread collar of 40mm nominal bore	440.00	Metre	338.51	1,48,945.50
22	Earthing (Ring earth with minimum Ten earth Electrodes)	22.00	Set	4,99,469.93	1,09,88,338.47
23	Supply and Installation of Unit Maintenance Free Earthing	72.00	Numbers	21,289.08	15,32,813.61
24	50x6 mm copper coated steel strip	16677.00	Metre	1,644.75	2,74,29,495.75
25	100 ka, 4 wire, built in grounding/ earthing devices for surge	20.00	Numbers	78,059.97	15,61,199.30
26	Off-Air BDA/Main Base Radio Unit and linking with the Master unit for Re-broadcast	4.00	Numbers	63,456.86	2,53,827.46
Total of Schedule A					14,85,06,253.82
S.No.	Item	Item Qty	Qty Unit	Unit Rate	Total Value
Schedule B-Supply and Installation of Associated works for VHF Simplex Radio					
1	Armoured LSZH Cat 6A S/FTP Cable	18,200.00	Metre	27.88	5,07,354.12
2	CAT-6/power cables with G.I clamping	18,200.00	Metre	22.65	4,12,260.03
3	15U Floor Mounted Rack	10.00	Numbers	23,379.24	2,33,792.42
4	24U Floor Mounted Rack	22.00	Numbers	29,103.36	6,40,273.96
5	Single Mode Optical Fibre Patch cords (1 Meter)	175.00	Numbers	398.11	69,668.55
6	Single Mode Optical Fibre Patch cords (5 Meter)	175.00	Numbers	459.08	80,339.73
7	3 core 2.5 Sq.mm multi strand copper conductor, LSZH armoured cable	16,700.00	Metre	110.99	18,53,469.54

8	Push Trolley Light Weight day to day inspection work BG complete with bench pushing handle stone guard , toll box etc. Axel and wheel (Insulated)	1.00	Numbers	59,849.01	59,849.01
Total of Schedule B					38,57,007.35
S.No.	Item	Item Qty	Qty Unit	Unit Rate	Basic Value
Schedule C-Supply and Installation of IP based CCTV Surveillance & PA Solution					
1	4K UHD Bullet Type IP Colour Camera	22.00	Numbers	1,04,164.83	22,91,626.15
2	Full HD Bullet Type IP Colour Camera	144.00	Numbers	66,546.28	95,82,664.18
3	full HD P/T/Z (Pan/Tilt/Zoom) IP Colour Camera	10.00	Numbers	1,99,638.84	19,96,388.45
4	full HD P/T/Z (Pan/Tilt/Zoom) for stations	6.00	Numbers	1,99,638.84	11,97,833.07
5	Thermal & Optical Bi-spectrum Network Bullet Camera	10.00	Numbers	2,00,474.15	20,04,741.48
6	Design, Supply and installation of IP 66 Rated corrosion free Junction Box	72.00	Set	18,703.05	13,46,619.52
Total of Schedule C					1,84,19,872.85
TOTAL Value of SOR (Schedule A+Schedule B+Schedule C)					17,07,83,134.02

Tenderer shall quote rates (percent), but there should be break up of basic price and all type of applicable taxes and GST

Note: 1. The rate and amount shown in the Tender Document are rounded off to two decimal places. For calculation purpose actual decimal places will be taken into consideration.

i.	I/We undertake to execute the work at _____ % (in words: _____ percent) _____ (write 'at par with' or 'below' or 'above') the RailTel's total estimated cost of work as per schedule of work mentioned above.
ii.	It is certified that I/We have inspected the site of work and acquainted myself or ourselves with local conditions.
iii.	I/We have carefully gone through the specifications, additional special conditions etc. attached with the tender document.
iv.	I/We undertake to keep this offer valid for period indicated in Tender document from the date of opening of Tender and further not to revoke the same before the expiry of such period.
Note for	[a] Tenderer should quote single percentage rate in row (i) above only at par With /above /below the RailTel's total estimated cost of work in the tender SOR.
	[b] The single percentage rate should be quoted both in figures and words
	[d] If none of the 'at par with'/'below'/'above' is mentioned by the tenderer in row (i) above, the quoted single percentage will be treated below the RailTel's estimated cost of work.
	The Tenderer has to quote the rates for all SOR items (with 1 years AMC), otherwise the offer will be rejected. The tender will be decided based on the combined overall cost.

Guidance

In the event of any discrepancy between the rates in figures and in words, the quote shall be considered taking into account the one written in words for evaluation purpose.

The bidder is expected to submit a **separate sheet**, which includes the details of tax applicable for each component of the SOR, the breakup of price for each item of SOR in terms of Basic Unit Price, GST, Excise duty, Sales Tax, Freight, Forwarding, Packing, Insurance and any other Statuary Taxes/Levies/Charges already paid or payable by the supplier shall also be quoted separately.

Detailed item description may be referred from NFR Tender No: DyCSTE_C_LMG_2023_12_06_R

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ANNEXURE VI : SOR-B WITH PRICE BID

S.No.	Item	Item Qty	Unit	Unit Rate	Total Value
Schedule A- Testing and Commissioning of VHF Simplex Radio System					
1	Master Unit for VHF simplex system	3.00	Numbers	7,40,536.54	22,21,609.61
2	Off-Air Channelized repeater (Bi-Directional Amplifier)	1.00	Numbers	5,55,402.36	5,55,402.36
3	Optical Remote Unit for VHF simplex system	20.00	Numbers	4,81,348.72	96,26,974.50
4	3KVA/ 2.7KW True On Line Rack mounted UPS	72.00	Numbers	8,761.50	6,30,828.00
	Lithium Battery: Battery Configuration: 72V/38AH	72.00	Numbers	19,116.00	13,76,352.00
6	Patch Cord-10 Mtrs	44.00	Numbers	477.91	21,028.08
7	Voice Recording equipment	3.00	Numbers	56,892.45	1,70,677.36
8	1/2" RF Feeder Cable	1.10	Kilometre	31,859.82	35,045.81
9	N-Type Connectors for 1/2" Cable	40.00	Numbers	191.13	7,645.05
10	7/8" Leaky Radiating Cable	16.68	Kilometre	1,43,369.05	23,91,395.77
11	N-Type Connectors for 7/8" Radiating cable	40.00	Numbers	223.01	8,920.48
12	Stainless Steel Clamps for 7/8" Radiating Cable	3335.00	Numbers	111.53	3,71,966.89
13	Nylon Clamps for 7/8" Radiating Cable	13342.00	Numbers	73.28	9,77,639.05
14	Jumper Cables 1 mtr in 1/2"SF Cable with N-N/DM NM terminations	40.00	Numbers	477.91	19,116.43
15	2way splitter	40.00	Numbers	2,230.25	89,210.11
16	30dB coupler	68.00	Numbers	2,230.25	1,51,657.18
17	10W Termination Load (PIM<=-150)	68.00	Numbers	555.42	37,768.54
18	RF lighting and Surge Arrestor	6.00	Numbers	1,481.01	8,886.08
19	Log Periodic Antenna in VHF Frequency Band	6.00	Numbers	2,230.25	13,381.52
20	High Gain Directional Antenna in VHF Band at Portals	17.00	Numbers	5,575.50	94,783.50
21	Laying of RF Cable	1.00	Kilometre	6,510.89	6,510.89
22	Laying of signaling/power/telecom/quad/OFC cable	15.00	Kilometre	5,389.82	80,847.32
23	G.I. Pipe with thread collar of 40mm nominal bore	440.00	Metre	59.74	26,284.50
24	Excavation - Trenching in concrete duct in tunnel/track crossing	440.00	Metre	681.92	3,00,045.24
25	Excavation - Track crossing of cables, laying of DWC/ RCC pipes with collar/coupling	498.00	Metre	366.12	1,82,327.76
26	Excavation by Machine (JCB) for cable trenches in normal soil	1000.00	Metre	72.33	72,333.00
27	Transportation of HDT machine with accessories	600.00	Metre	1,114.32	6,68,590.20
28	Pulling of U/G Cable with Nylon rope	600.00	Metre	5.59	3,353.40
29	Laying of 7/8" LCX cable and required accessories	16.68	Kilometre	3,58,730.87	59,83,630.83
30	Earthing (Ring earth with minimum Ten earth Electrodes)	22.00	Set	88,141.75	19,39,118.55
31	Supply and Installation of Unit Maintenance Free Earthing	72.00	Numbers	3,756.90	2,70,496.52
32	50x6 mm copper coated steel strip	16677.00	Metre	290.25	48,40,499.25

33	100 ka, 4 wire, built in grounding/ earthing devices for surge	20.00	Numbers	13,775.29	2,75,505.76
34	Off-Air BDA/Main Base Radio Unit and linking with the Master unit for Re-broadcast	4.00	Numbers	11,198.27	44,793.08
35	Installation, Configuration, testing, monitoring and Commissioning of Remote Optical unit along with required accessories. Also includes installation & configuration of NMS	20.00	Numbers	46,295.85	9,25,916.94
36	Excavation, ramming, Casting Cement Concrete foundation of dimension 600mm x 600mm x 600mm (L x W x H) in the ratio of 1:3:6	72.00	Numbers	5,044.50	3,63,204.00

Total of Schedule A **3,47,93,745.54**

S.No.	Item	Item Qty	Qty Unit	Unit Rate	Total Value
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Schedule B-Testing and Commissioning of Associated works for VHF Simplex Radio

1	Armoured LSZH Cat 6A S/FTP Cable	18,200.00	Metre	4.92	89,533.08
2	CAT-6/power cables with G.I clamping	18,200.00	Metre	4.00	72,751.77
3	15U Floor Mounted Rack	10.00	Numbers	4,125.75	41,257.49
4	24U Floor Mounted Rack	22.00	Numbers	5,135.89	1,12,989.52
5	Single Mode Optical Fibre Patch cords (1 Meter)	175.00	Numbers	70.25	12,294.45
6	Single Mode Optical Fibre Patch cords (5 Meter)	175.00	Numbers	81.01	14,177.60
7	3 core 2.5 Sq.mm multi strand copper conductor, LSZH armoured cable	16,700.00	Metre	19.59	3,27,082.86
8	Push Trolley Light Weight day to day inspection work BG complete with bench pushing handle stone guard , toll box etc. Axel and wheel (Insulated)	1.00	Numbers	10,561.59	10,561.59
9	Operating of Push Trolley to carry material in block section	90.00	Day	3,351.13	3,01,601.88
10	Guarding and watching the S&T equipments	90.00	Shift	795.94	71,634.78
11	QUAD/OFC Cable parameter testing mobile platform (Charges per day as per the log book entry.)	600.00	Day	1,287.02	7,72,210.80
12	QUAD/OFC Cable parameter testing mobile platform (Fuelling Charges per KM run as per the log book entry.)	60,000.00	Kilometre	9.47	5,68,080.00

Total of Schedule B **23,94,175.82**

S.No.	Item	Item Qty	Qty Unit	Unit Rate	Basic Value
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Schedule C-Testing and Commissioning of IP based CCTV Surveillance & PA Solution

1	4K UHD Bullet Type IP Colour Camera	22.00	Numbers	18,382.03	4,04,404.61
2	Installation, Testing and commissioning	22.00	Numbers	17,604.36	3,87,295.92
3	Full HD Bullet Type IP Colour Camera	144.00	Numbers	11,743.46	16,91,058.38
4	Installation, Testing and commissioning	144.00	Numbers	11,246.64	16,19,516.59
5	full HD P/T/Z (Pan/Tilt/Zoom) IP Colour Camera	10.00	Numbers	35,230.38	3,52,303.84
6	Installation, Testing and commissioning	10.00	Numbers	33,739.93	3,37,399.29
7	full HD P/T/Z (Pan/Tilt/Zoom) for stations	6.00	Numbers	35,230.38	2,11,382.31
8	Installation, Testing and commissioning	6.00	Numbers	33,739.93	2,02,439.57
9	Thermal & Optical Bi-spectrum Network Bullet Camera	10.00	Numbers	35,377.79	3,53,777.91
10	Installation, Testing and commissioning	10.00	Numbers	26,205.77	2,62,057.68

11	Design, Supply and installation of IP 66 Rated corrosion free Junction Box	72.00	Set	3,300.54	2,37,638.74
Total of Schedule C					60,59,274.85
TOTAL Value of SOR (Schedule A+Schedule B+Schedule C)					4,32,47,196.21

Tenderer shall quote rates (percent), but there should be break up of basic price and all type of applicable taxes and GST

Note: 1. The rate and amount shown in the Tender Document are rounded off to two decimal places. For calculation purpose actual decimal places will be taken into consideration.

i.	I/We undertake to execute the work at _____ % (in words: _____ percent) _____ (write 'at par with' or 'below' or 'above') the RailTel's total estimated cost of work as per schedule of work mentioned above.
ii.	It is certified that I/We have inspected the site of work and acquainted myself or ourselves with local conditions.
iii.	I/We have carefully gone through the specifications, additional special conditions etc. attached with the tender document.
iv.	I/We undertake to keep this offer valid for period indicated in Tender document from the date of opening of Tender and further not to revoke the same before the expiry of such period.

Note for Guidance

- [a] Tenderer should quote single percentage rate in row (i) above only at par With /above /below the RailTel's total estimated cost of work in the tender SOR.
- [b] The single percentage rate should be quoted both in figures and words
- [d] If none of the 'at par with'/'below'/'above' is mentioned by the tenderer in row (i) above, the quoted single percentage will be treated below the RailTel's estimated cost of work.
- The Tenderer has to quote the rates for all SOR items (1 years AMC), otherwise the offer will be rejected. The tender will be decided based on the combined overall cost.
- In the event of any discrepancy between the rates in figures and in words, the quote shall be considered taking into account the one written in words for evaluation purpose.
- The bidder is expected to submit a **separate sheet**, which includes the details of tax applicable for each component of the SOR, the breakup of price for each item of SOR in terms of Basic Unit Price, GST, Excise duty, Sales Tax, Freight, Forwarding, Packing, Insurance and any other Statuary Taxes/Levies/Charges already paid or payable by the supplier shall also be quoted separately.

Detailed item description may be referred from NFR Tender No: DyCSTE_C_LMG_2023_12_06_R

ANNEXURE VII: FORMAT FOR NIL DEVIATION CERTIFICATE

(To be on company letter head)

NIL DEVIATION CERTIFICATE

To,
The Executive Director,
RailTel Corporation of India Ltd.
19th Floor, Aurora Waterfront, opposite
NALBAN, Sector V, Bidhannagar,
Kolkata, West Bengal 700091
Dear Sir,

SUB: NIL DEVIATION CERTIFICATE

We have examined the Invitation for EOI document issued by RailTel for the
“_____”.

We hereby confirm “NIL Deviation” from the Invitation for EOI (No-
RAILTEL/EOI/ER/XXXXXXMKT/XXXXX/XX) document issued by RailTel on date:

Date: Signature with seal—

(In the box)

Name: _____

Designation: _____

ANNEXURE VIII: FORMAT FOR NON-DISCLOSURE CERTIFICATE

To,
 The Executive Director,
 RailTel Corporation of India Ltd
 19th Floor, Aurora Waterfront, opposite
 NALBAN, Sector V, Bidhannagar,
 Kolkata, West Bengal 700091

Dear Sir,

Sub: EOI Reference No: RailTel/EOI/ER/XXXX/MKT/XXXXX/XXXX Dtd.

- A. This is in response to the Invitation for EOI for “Selection of Business Associate/Partner(s) from RailTel’s empaneled BAs for the requirement of customer of RailTel (CoR) “_____”
- B. During the course of the above negotiations RailTel (including its affiliates) may in conjunction with the said purpose and for our mutual benefit, disclose to us certain information being proprietary and/or of confidential nature and/or sensitive;
- C. We and our affiliates wish to ensure the protection and secrecy of RailTel’s confidential information which may be disclosed, received or granted access to by RailTel and wish to reduce to writing, our confirmation in this respect.

With regard to the above said purpose, we hereby covenant, warrant and confirm as follows:

1. NON-DISCLOSURE & CONFIDENTIALITY

We agree and undertake to regard and preserve as Confidential Information provided by RailTel or which may be disclosed, received or granted access to by RailTel or come to the knowledge of us in any manner in connection with the negotiations for the possible business relationship.

- (a) In maintaining the Confidential Information here under we agree that we shall not, without first obtaining the written consent of RailTel, disclose or make available to any person, firm or enterprise, reproduce or transmit, or use (directly or indirectly) for our own benefit or the benefit of others, any Confidential Information except that we may disclose any Confidential Information to its Directors, officers, employees, or advisors on a "need to know" basis to enable them to evaluate such "Confidential"
- (b) We shall ensure that our employee(s) and/ or person(s) shall maintain confidentiality with regard to the disclosed Confidential Information, if any, and shall issue suitable instructions and/ or get suitable written undertakings or agreements executed to bind our employees and/ or person(s) to the same obligations of confidence and safeguarding and to adhere to the confidentiality/ non-disclosure terms contained herein.
- (c) Save and except for the purposes mentioned in clause (a) above we further agree that we will not part with/ disclose any "Confidential Information" received by us to any other person directly or indirectly nor make copy(ies) or reproduce in any way (including without limitation store in any computer or electronic system any written material/ documents containing "Confidential Information" and such written material/ documents will be retained under strict confidentiality by us.
- (d) We further agree to exercise the same degree of care that we exercise to protect our own Confidential Information of a like nature from unauthorized disclosure, but in no event shall a less than reasonable degree of care will be exercised by us.

- 1.2 We acknowledge and agreed that information shall not be considered "Confidential Information" to the extent, that such information:
- (a) At the time of disclosure was in the public domain; or
 - (b) Is already known to us free of any confidentiality obligation at the time it is obtained from RailTel; or
 - (c) After disclosure is or becomes publicly known or available through no wrongful act of ours; or
 - (d) Is right fully received from a third party without restriction; or
 - (e) Is approved for release, disclosure, dissemination or use by written authorization from RailTel; or
 - (f) Is required to be disclosed pursuant to a requirement of a governmental agency or laws as long as we provide RailTel with timely prior written notice of such requirement and provide all reasonable co-operation in regard to taking protective action against such disclosure requirement; or
 - (g) Is disclosed after expiry of 5(five) years from the date of signing of this certificate.

However, before we disclose any Confidential Information under clause 6, we (to the extent permitted by law) shall use our best endeavor to inform RailTel of any circumstances and the information that will be disclosed.

- 1.3 We further agree and undertake not to disclose the information marked "Confidential Information" of RailTel to our agents or Bidders without prior written approval from RailTel and without having first to obtain from each agent or Bidder a separate written agreement or undertaking binding them to the same obligations of confidence and safeguarding.
- 1.4 We further agree that at the request of RailTel, we shall promptly (and in any case, within 15 days of request), deliver to the RailTel all copies of the Confidential Information in its possession or under its direct or indirect control or shall destroy all memoranda, notes and other writings prepared by us or our affiliates, Directors, officers, employees or advisors to the extent the same are based on the confidential information with a written statement to the effect that upon such return we have not knowingly retained in our possession or under our control, either directly or indirectly, any information or copies of such (other than Confidential Information embedded in our records).
- 1.5 The confidentiality obligations set out herein above shall survive any such return or destruction of Information.
- 1.6 Except as specifically provide adhere in, disclosure of confidential information by us pursuant thereto shall not be deemed to grant or s, any rights, interest or property in such confidential information and accordingly we agree that we will not directly or indirectly claim or submit any application for grant of any patent, copyright, design right or other intellectual property rights in, to on the basis of the confidential information.

1.7 We here to acknowledge and agree that in the event of a breach or threatened breach by us of the provisions herein, RailTel may have no adequate remedy in money or damages and accordingly not withstanding anything contained in clause 4 here of, RailTel shall be entitled to seek in junctive relief against such breach or threatened breach by us: provided, however, no specific action in this confidentiality certificate of a specific legal or equitable remedy shall be construed as a waive or prohibition of any other legal or remedies in the event of a breach or threatened breach of this certificate and there remedies specified here in shall be in addition to all other reliefs and remedies available to RailTel under prevailing laws.

Date: Signature with seal—

(Inthebox)



Name: _____

Designation: _____

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ANNEXURE IX: FORMAT FOR CONTRACT AGREEMENT

(LOANo. _____) For Selection of Business Associate/Partner(s) from RailTel's empaneled BAs for the requirement of customer of RailTel (CoR) "-----
_."

This AGREEMENT is made at _____ on this day of _____ two thousand and twenty_____, by and between RailTel Corporation of India Limited (A Govt. of India Undertaking) having its Registered office at 6th Floor, 3rd Block, Delhi Technology Park, Shastri Park, Delhi 110053, and Eastern Region office at 19th Floor, Aurora Waterfront, opposite NALBAN, Sector V, Bidhannagar, Kolkata, West Bengal 700091 acting in the premises through Principle Executive Director /Eastern Region (hereinafter referred to as 'RailTel', which expression should unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the one part;

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

Whereas in response to a call for Tender by RailTel for the work of "Selection of Business Associate/Partner(s) from RailTel's empaneled BAs for the requirement of customer of RailTel (CoR) "-----" as per tender papers at Annexure 'A' read with Corrigendum..... Issued by RailTel hereto, the Contractor has submitted a Tender as per Annexure 'B' hereto

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

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

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

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

The contract with in named in the presence of:

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

Signed and delivered by Shri. _____ For and on behalf of _____, the contractor within named in the presence of :

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

- Annexure – A : Tender Paper No. _____ With corrigendum, if any.
- Annexure – B : Firm's offer.
- Annexure – C : Letter of Acceptance No. _____ With all enclosures.
- Annexure – D : Copy of Contract Performance Guarantee.

ANNEXURE-X: PERFORMA FOR PERFORMANCE BANK GUARANTEE

CONTRACT PERFORMANCE GUARANTEE BOND

(On Stamp Paper of Rs one hundred)

(To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Limited, 6th Floor, 3rd Block, Delhi Technology Park, Shastri Park, Delhi - 110 053 with Eastern Region office at 19th Floor, Aurora Waterfront, opposite NALBAN, Sector V, Bidhannagar, Kolkata, West Bengal 700091 (Herein after called the RailTel) having agreed to exempt (Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No/PO no. dated.....made between RailTel Corporation of India Limited and for (hereinafter called “the said Agreement”) of security deposit for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..... (Rs. only). We, (indicate the name of the Bank) hereinafter referred to as “the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs.....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(s) of any of the terms or conditions contained in the said Agreement.

We,(name of 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 as claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or 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 Rsonly.

We,(name of bank) undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) 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(s) / Supplier(s) shall have no claim against us for making such payment.

We, (name of 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(s) and accordingly discharges this Guarantee. Unless a demand

or claim under the Guarantee is made on us in writing on or before the We shall be discharged from all liability under this Guarantee thereafter. We, (name of bank) further agree with the RailTel that the RailTel shall have the 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 or to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) 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(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s)/ Supplier(s).

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

NOT WITH STANDING ANYTHING CONTAINED HEREIN ABOVE

- (i) The liability of the surety under his Bank Guarantee shall not exceed Rs..... (Rupees only).
- (ii) This Bank guarantee shall be valid upto.....
- (iii) We are liable to pay the guaranteed amount or nay part thereof under this Bank Guarantee only and only if you serve upon the bank, written claim or demand on or before

Dated theday of 2022

For

(Indicate the name of the Bank)

Witness :

Signature :

Name :

Signature :

Name :

NOTE: The Guarantee shall be valid for a period of 90 days after the expiry of the service period.

ANNEXURE-XI: FORMAT FOR MAF CERTIFICATE**MANUFACTURERS' AUTHORIZATION FORM (MAF)**

(Letter to be submitted by the Manufacturer on firm's letter head) (Sample Performa)

MANUFACTURER'S AUTHORIZATION FORM (MAF)

**To
The President of India
Acting through the
CSTE-Con, NF Railway,
Northeast Frontier Railway**

Ref: Your tender ref: DYCSTE_C_SCL_2022_25_07

Whereas _____ (Name and Address of the Manufacturer) who are established and manufacturers of _____ (Name/description of the products), having production facilities at _____ (Address of factory) do hereby authorize **M/s RailTel Corporation of India Limited, 19th Floor, Aurora Waterfront, Plot No- 34/1, Block- GN, Sector-V, Bidhan Nagar, Kolkata 700091** to submit a bid, for

“ _____ ” against tender No _____ for the above products manufactured by us, for the supply requirements of the above invitation of bids. We hereby extend full guarantee of the products and products being quoted/ are not at the end of life and it shall support spares, patches of the quoted Products for time specified in the tender document. The above Company/ firm against the said tender shall act on our behalf in fulfilling all installation, technical support/service and maintenance obligations as required by NFR.

- i. We confirm that we are the OEM (Original Equipment Manufacturer) of the active components having brand name that will be supplied by our Partner nominated above.
- i. We hereby confirm that the dealer will enter into back-to-back service agreement with us for a period of (.....) years.
- iv. We also hereby confirm that bidder will supply (Name of Product) to meet the functional requirement as mentioned in SOR of EOI.
- v. We also submit that the (a) EoL/EoSS dates for the equipment (NAME of Products) as required against this EOI) under reference as on the date of issue of this letter has not been declared, and (b) the equipment shall not be EoL/EoSS for a period of Five years from the date of issue of LOA. However, if for reasons beyond our control, the EoL/EoSS dates are

declared during the contract period and if those dates are prior to the date of end of contract period, then we will provide replacement of equipment with equivalent or higher specifications (working in 77 forest locations) which will not reach EoL/EoS for the remaining duration of the contract at no extra cost to the RailTel. This replacement must be completed 6 months prior to the date of EoL/EoSS of the current router model

Name:

(In the capacity of)

(Duly authorized to sign the authorization on and behalf of)

Signature:

Dated this _____ day of _____ 2023

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ANNEXURE-XII: PERFORMA FOR FORMAT FOR TURNOVER & PROFIT & LOSS CERTIFICATE

(To be issued by practicing Chartered Accountant on its letter head)

TO WHOM IT MAY CONCERN

RefNo.....

Date:.....

This is to certify that M/s.....having its office at

.....Are in the business of

..... for Completed years (considered upto 31st March) and the date of incorporation is Their annual financial Turnover during the preceding three years or from date of incorporation (in case of date of incorporation is within three years of March) are as given below:

Financial Year	Turnover (in Rs Cr)	Profit/Loss (in Rs Cr)
2019-2020		
2020-2021		
2021-2022		
Average Annual Turnover for these Three Financial Years		

This is further certified that the above Turnover is in line with the Turnover declared by the Firm in their Income Tax Returns filed under PAN.....

Place.....

Signature.....

Name.....

(Seal)

ANNEXURE- XIII: PERFORMA FOR ACCEPTANCE OF ALL TERMS & CONDITIONS

Declaration for acceptance of all Terms & Conditions of the

EOI No:

We M/s () _____

Having registered office at (Address)

2. Agree to all the Terms & Conditions of the EOI No: RAILTEL/EOI/ER/XXXXXX/MKT/2022-23/ Dated. _____ in to issue by RAILTEL.
3. Our offer will remain valid for 60 days from the date of opening of theEOI.
4. We confirm that we have the necessary resources & capabilities to undertake the work as specified in the schedule of work as per all terms and conditions given in the above Tender. We have also understood the process of submitting bid to RAILTEL and Instructions given in the above Tender. Further, we confirm that we shall execute the work against this price discovery for scope as specified in this EOI.
5. We also agree that RailTel has the right to reject all EOI, in part or in full without assigning any reasonwhatsoever.
6. This EOI along with other documents as stipulated in EOI together with your written acceptance thereof shall constitute a binding contract betweenus.

Date:-

Name of the Company:-

Signature & Seal:-

ANNEXURE – XIV: FORMAT FOR AFFIDAVIT

(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 tenderer)

I (Name and designation) **appointed as the attorney/authorized signatory of the tenderer (including its constituents), M/s.____ (Hereinafter called the tenderer) for the purpose of the
Tender
documents for the work of _____ as per the tender No. _____ of

(____RailTel), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents asunder:

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website
4. <https://www.ireps.gov.in>. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, 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.
5. 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.
6. 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.
7. I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
8. 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 tenders, it shall lead to forfeiture of the tender SD and Performance guarantee besides banning of business for five years on entire RailTel. Further, I/we (insert name of the tenderer) ** and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.
9. 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 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 TENDERER VERIFICATION

I/we above named tender 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.

Place: Date:

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER



ANNEXURE – XV: SPECIFICATIONS

All the items should be complied with RDSO specifications No. RDSO/SPN/TC/109/2023 with latest Amendment/Revision

Refere NFR Tender No: **DyCSTE_C_LMG_2023_12_06_R**



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ANNEXURE – XVI: MOU FORMAT

Memorandum of Understanding

This Memorandum of Understanding (MoU) is made on ____th day of _____ by and between:

M/s RailTel Corporation of India Limited, a Company registered under the Indian Companies Act 1956, with its registered office at **M/s RailTel Corporation of India Limited, Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi-110023** and regional office at **19th Floor, Aurora Waterfront, Plot No- 34/1, Block- GN, Sector-V, Bidhan Nagar, Kolkata 700091** hereinafter referred to as “**RailTel**”, which expression shall include its successors and its permitted assigns, of one part.

AND

M/s _____, registered under the _____ hereinafter referred to as “_____”, which expression shall include its successors and permitted assigns, of the other part.

“RAILTEL” and “_____” are individually referred to as “Party” and collectively as “Parties”.

WHEREAS

RailTel is a Central PSU under the administrative control of the Ministry of Railways and is also a Mini-Ratna company, and is presently engaged in providing telecom services under various licenses such as NLD, ISP and IP-I registration granted to it by the Department of Telecommunications & implementation of telecom projects for various Govt. agencies.

WHEREAS _____ is Original Equipment Manufacturer (OEM) for _____ (Name of Equipments)

WHEREAS hereinafter “Work of

_____” referred as
Northeast Frontier Railways Construction (S&T) TENDER”.

TENDER NO: _____

Now, therefore, it is agreed between the Parties as under:

- The Parties wish to work together with the understanding that RailTel shall act as the bidder (lead bidder) and _____ shall be the OEM for Supply, Commissioning after sales support required during the warranty period and support from OEM during life cycle i.e., for 10 years for _____ equipment's _____ (Name of Equipment) for **Northeast Frontier Railways Construction(S&T) TENDER**. _____'s authorized representative in India for this tender will be Design and Manufacturing of _____ having its Registered Office : _____ who on their behalf will act for all the needful against this tender.

2. _____ shall not participate directly in **Northeast Frontier Railways Construction (S&T) TENDER**. In case of award of work to RailTel , _____ undertakes to

- All software and firmware upgrades shall be free of cost for a minimum period of Ten years.
- Offer technical support for supply and commissioning of the equipment.
- Undertake Certification of Factory Acceptance Test.
- Undertake verification and certification of Pre-commissioning checklist as per guidelines/standards issued by RDSO/Industry.
- Impart training to Railway officials.
- Offer warranty for equipment as per the condition laid in the tender document and RDSO specifications.
- Guarantee to supply spares for a minimum period of 10 years after the expiry of the warranty period.
- Support Railways for entering into AMC/ARC if any, on later date after the expiry of the warranty period.

IN WITNESS WHEREOF, each party hereto has caused this MoU to be executed in duplicate to be effective as of the Effective Date, by its duly authorized representative.

(For RAILTEL)

(For _____)

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Date:

Date:

Witness:

Witness:

---End of EOI -----

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